



Mayor Oscar D. Montoya
Commissioner Joe Martinez
Commissioner Armando Garcia

Commissioner Dr. Jacob Howell
Mayor Pro-Tem Dr. Ruben Saldana
City Manager Alberto Perez

MERCEDES CITY COMMISSION
REGULAR MEETING
SEPTEMBER 17, 2024 – 6:30 P.M.
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. **City Manager Update:**
 - a. Projects Update
 - b. Introduction of the New Planning Director
 - c. Community Educational Outreach Project (CEOP)
 - d. Update on Dilapidated Structures
 - e. Update on Bank Depository Services
7. **Consent Agenda:**
 - a. Approval of Minutes for Meeting(s) held September 3, 2024
 - b. Approval of Second and Final Reading of Ordinance 2024-11 amending Zoning Ordinance No. 26 to include New Zoning: Class "R-TH" Town House Residence District
8. **Action Items:** *Present, discuss, consider and possibly take action regarding:*
 - a. Approval of raising the speed limit at the 9000 block of Mile 2 West
 - b. Approval of Adopting the New Mercedes Police Department Model Policy: Medical and Psychological Examination of Licensee, and Adding it to the Table of Contents of the Existing Policies
 - c. Approval of Variances for Mirasol Subdivision
 - d. Approval of the updated Bylaws for Keep Mercedes Beautiful
 - e. Approval of appointment of Members to the Keep Mercedes Beautiful Committee
 - f. Approval to accept the Voluntary Annexation Petition filed for North Valley Village
 - g. Approval to appoint a member to the Library Board
9. **Ordinances/Resolutions:** *Present, discuss, consider and possibly take action regarding:*
 - a. Consideration and Approval of an Ordinance authorizing the issuance of "City of Mercedes, Texas Combination Tax and Limited Pledge Revenue Certificates of Obligation, Series 2024", Providing for the Payment of said Certificates by the Levy of an Ad Valorem Tax Upon all Taxable Property within the City and Further securing said Certificates by a Lien on and Pledge of the Pledged Revenues of the system; and providing and effective date (Ord. 2024-12)
 - b. 2nd Public Hearing regarding the Voluntary Annexation of Las Cabanas Subdivision
 - i. Approval of First Reading of Ordinance 2024-13 regarding the Voluntary Annexation of Las Cabanas Subdivision
10. **Bids/Contracts:** *Present, discuss, consider and possibly take action regarding:*
 - a. Approval of bid selection for voluntary products
 - b. Approval to renew the medical, dental and vision
 - c. Approval of bid selection for Auditing Services

- d. Approval of bid selection for City Hall Roof Repair
- e. Approval of Memorandum of Understanding between Comp-U-Dopt Inc. and Dr. Hector P. Garcia Memorial Library

11. Department Monthly Reports:

- a. City Sec/HR, Rec Center, Planning, Finance, Library, Public Works, Fire, Police Dept

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 contracts – Section 551.071

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

14. Adjournment

Notice is hereby given that the City Commissioners of the City of Mercedes, Texas will meet in a **Regular Meeting** on Tuesday, September 17, 2024 at 6:30 P.M. 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 THE 13TH DAY OF SEPTEMBER, 2024.

ATTEST:



Joselynn Castillo, City Secretary
Time of Posting: 4:20 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.



DILAPIDATED STRUCTURES

ENTER



01

02

03

04



01 PROPERTIES IN COMPLIANCE



Some properties have applied for full remodel permits, while others have requested demolition permits.



725 PALM HEIGHTS



01

02

03

04





166 N VERMONT



01

02

03

04





166 N COLORADO



01

02

03

04





945 W 3RD



01

02

03

04





155 N MISSOURI



01

02

03

04





121 N COLORADO



01

02

03

04





216 S INDIANA



01

02

03

04





314 PALM



01

02

03

04





410 FRANCES



01

02

03

04





200 N MISSOURI



01

02

03

04





856 S VERMONT



01

02

03

04





336 MILE 2 1/2 WEST

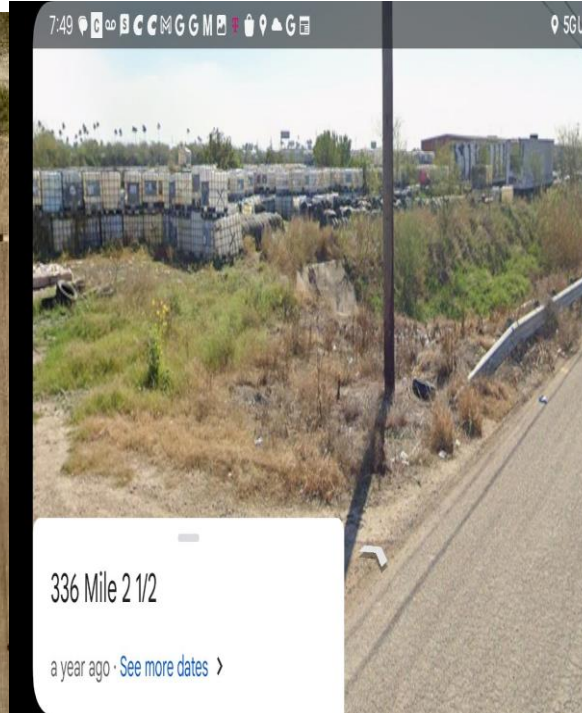
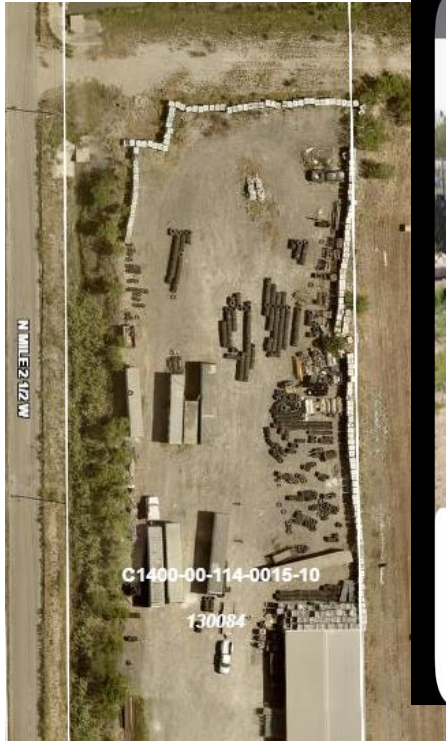


01

02

03

04





3900 W BUS 83



01

02

03

04





01

02

03

04



02.

WARRANTS



The following properties have been issued a warrant and will be the next ones we proceed with in the condemnation process. We will present them to you soon.



COMING SOON...



01

02

03

04



320 HILL ST

**233 N MISSOURI
AVE**

**227 FRANCIS
AVE**

1301 W 2ND ST

**MERCEDES CITY COMMISSION
REGULAR MEETING
SEPTEMBER 3, 2024 – 6:30 P.M.
MERCEDES CITY HALL – COMMISSION CHAMBERS**

MEMBERS PRESENT:	Oscar D. Montoya Sr.	Mayor
	Dr. Ruben J. Saldana	Mayor Pro-Tem
	Dr. Jacob C. Howell	Commissioner
	Armando Garcia	Commissioner
	Jose Martinez	Commissioner
STAFF PRESENT:	Alberto Perez	City Manager
	Martie Garcia Vela	City Attorney (Virtual)
	Joselynn Castillo	City Secretary
	Meredith Hernandez	Interim Finance Director
	Armando Villela	Parks Director
	Juan Vasquez	I.T Specialist
	Denisse Hernandez	Planning Admin Asst.
	Alvaro De Leon	Chief Building Official
	Jesus Rodriguez	Lieutenant

1. **CALL MEETING TO ORDER**
Mayor Montoya welcomed everyone and called the meeting to order at 6:30 p.m.
2. **ESTABLISH QUORUM**
All Members of the commission were present which constitutes a full quorum.
3. **INVOCATION**
Commissioner Martinez said the invocation.
4. **PLEDGE OF ALLEGIANCE**
Commissioner Howell led in the pledge of allegiance.
5. **OPEN FORUM**
There were no public comments.
6. **PRESENTATIONS:**

a. **Project Update on 10th Street by SDI Engineering**
Mr. Isael Posada from SDI Engineering provided an update on the 10th Street project, which covers the segment from FM 491 to Florida and then from Florida to Maryland. Urban County will be responsible for the overlay work from Ohio Ave. to Maryland. All necessary documents have been sent to Urban County for bidding on the project. Any remaining work required from the City will also go out for bid.
The overlay from FM 491 to Florida was completed on August 14. Urban County's portion of the project costs \$250,875, while the City's portion amounts to \$1,267,319.69, putting us over the initial cost estimate by \$48,000 for the entire project. Materials testing has been completed, with no failures reported. Mr. Posada explained the material testing process and indicated that core testing will also be requested. The asphalt is mixed with caliche and compacted before the overlay is applied.
There was some discussion about the quality of the overlay, particularly concerning bumpiness in certain areas. Mr. Posada confirmed that the base was tested and met compaction and depth requirements. He noted that city dumpster trucks could potentially impact the road over time. He suggested that the City should consider placing signs to warn of heavy load traffic on streets intended for local use rather than commercial vehicles.
Additionally, the recent rain showed that the road did not have significant puddling issues. No further action is required at this time.

b. **Public Hearing regarding the Voluntary Annexation of Las Cabanas Subdivision**
Mayor Montoya opened the public hearing at 7:04 p.m. Mr. Juan Alonzo, Project Engineer and Mr. Raul Guerra, Developer informed the Commission about the property for Las Cabanas. Mr. Alonzo stated 10 Acres is already inside city limits and the other 14 acres are voluntarily being annexed. Mr. Guerra stated the subdivision will be a gated community with 70 single family residential lots all in one phase. The homes are about 2,000 sq ft. and the home costs are at \$250k to \$380K. Mayor Montoya closed the public hearing at 7:08 p.m.

c. **Presentation update on lighting by Arredondo**
Mr. Arredondo addressed the commission regarding lighting concerns. Commissioner Martinez inquired about the lighting situation on Texas Ave., where the City currently has 100 lamp posts. Mr. Arredondo suggested that new lighting be installed in the parking area near the State Farm and KC Hall, with each light costing \$137. He provided a map indicating where he plans to request AEP to install flood lights that would shine backwards into the park. He also mentioned that if additional lighting is needed, it would involve digging to install electrical lines and adding more light poles.
Commissioner Howell raised concerns about the need for lighting at the basketball courts, on 10th Street, and under the bridge. He also suggested exploring solar-powered lighting options. He emphasized the importance of focusing on intersections and high-traffic areas. There was continued discussion regarding lighting needs at HEB Park, Las Flores Del Valle Park, and Texas Street. No further action is required at this time.
7. **Consent Agenda:**

a. **Approval of Minutes for Meeting(s) held August 19, 2024, August 26, 2024 and August 29, 2024**

b. **Approval of 3rd Quarterly Financial Report**
Commissioner Howell motioned to approve item 7A and 7B. Commissioner Martinez seconded. Upon a called vote, the motion passed unanimously.

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

a. **Official Ballot for Election of the Region 12 Director of the TML Board of Directors**

Mayor Montoya informed that TML has 15 board members to the board of directors. Directors serve a 2-year term and this will be a representative for Region 12. The Candidates are Mr. Victor Sebastian Haddad and Mr. Brian Martinez. Commissioner Martinez motioned to select Mr. Victor Haddad. Commissioner Garcia seconded. Upon a called vote, the motion passed unanimously.

b. **Approval of the Conversion of the 300 Block of 3rd Street from Ohio Ave. to Texas Ave. to a One-Way Street**

Lt. Rodriguez addressed the Commission regarding monitoring traffic and pedestrians in the area. The traffic on Texas Ave. impedes traffic view heading into Texas Ave. Commissioner Howell motioned to approve. Mayor Pro-Tem Saldana seconded. At a question, Lt. Rodriguez clarified that the flow of traffic will be from west to east (Texas to Ohio). Lt. Rodriguez stated they can educate the people first. As far as parking, he stated the city would probably gain parking in the area. Mayor Montoya informed about how the parking issue began, they spoke about striping the street, and parking spaces designated for 15 minutes. Upon a called vote, the motion passed unanimously.

c. **Approval of the Development Corporation of Mercedes Budget for FY 24-25**

Ms. Ramirez informed the Commission the EDC will be funding Little Nashville, Outlet mall funds??, DCM will be funding projects. Ms. Ramirez stated the outlet mall is projecting a 3% increase in sales tax revenue and the DCM budget accounted for that. \$350K in reserves, the budget is balanced and next year will have \$350K to carry over to the next fiscal year. In the following Fiscal year would have the outlet mall debt, two other debts that will be paid off. \$708K carry over, Ms. Ramirez stated the reserve is the amount of funds that are not obligated to any specific line item but is accessible to the EDC for projects. Any expenditure over \$50K come to commission for approval. The budget may be adjusted once or twice a year. Mayor Montoya wanted to make sure that the City and EDC need to be working together on projects. Commissioner Howell motioned to approve. Commissioner Garcia seconded. Upon a called vote, the motion passed unanimously.

9. Ordinances/Resolutions:

a. **Approval of Resolution 2024-26 authorizing signatories for requesting funds pertaining to the 2019 Flood HUD Most Impacted and Distressed (HMID) Competition CDBG-DR**

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

b. **Approval of Ordinance 2024-11 amending Zoning Ordinance No. 26 to include New Zoning: Class “R-TH” Town House Residence District**

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

10. Bids/Contracts:

a. **Approval of Interlocal Agreement between the City of Mercedes and the City of Weslaco for Animal Control Operations and Impoundment**

Commissioner Martinez motioned to approve. Mercedes Legal recommended to include a hold harmless the city of Mercedes. Commissioner Martinez amended his motion to approve on the condition that the hold harmless on the city of Mercedes. Commissioner Garcia seconded. At a question, Mr. Perez stated the city can put a plan together to inform the commission the costs to have our own animal shelter with staffing and equipment and food. Mayor Montoya would like to have an event for spay and neutering animals. Upon a called vote, the motion passed unanimously.

b. **Approval of Memorandum**

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

Commissioner Howell motioned to go into executive session. Mayor Pro-Tem Saldana seconded. Upon a called vote, the motion passed unanimously. The meeting went into executive session at 8:10 p.m.

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

a. Discussion with City Manager regarding personnel matters – Section 551.074

b. Consultation with Attorney regarding update on litigation -Section 551.071

c. Consultation with Attorney regarding contracts – Section 551.071

12. Open Session: Mayor Montoya called the meeting back to order at 9:16 p.m.

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

No Action was taken on the items discussed in executive session.

13. Adjournment

Commissioner Martinez motioned to adjourn. Commissioner Garcia seconded. Upon a called vote, the motion passed unanimously at 9:16 p.m.

ORDINANCE NO.: 2024 -11

AN ORDINANCE OF THE CITY OF MERCEDES, TEXAS, ESTABLISHING, REGULATIONS FOR TOWNHOUSES DISTRICT; DEFINITION; AREA REQUIREMENTS; PERMITTED USES; CONDITIONAL USES; PROHIBITED USES.

WHEREAS, The City of Mercedes, Texas was incorporated for the purpose of having orderly growth and to manage said growth by its adopted ordinances and regulations; and,

WHEREAS, the primary land use ordinance to help in this growth process is the Zoning Ordinance; and,

WHEREAS, the City of Mercedes understands that, from time to time, its Zoning Ordinance will have to be amended to account for changing conditions, circumstances, and to provide a diversity of residential land use to also be provided in Mercedes, Texas; and,

WHEREAS, it is considered a responsible action of stewardship to amend the zoning ordinance when such is in the city's best interests, as deemed appropriate.

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

1. The new residential zoning district, referred to as 'Townhouse Residency District' (R-TH) shall hereafter be included in the City of Mercedes' Zoning Ordinance to be as follow:

(R-TH) Townhouse Residency District

A. Purpose:

1. The townhouse residential district is established to provide adequate space and site diversification for medium-density residential development that is single-family, on separate lots, and typically owner occupied.
2. The zone recognizes the difference between single-family detached and single-family attached dwelling units, and has adjusted the area requirements accordingly.

B. Permitted uses:

1. One townhouse, zero lot line, or patio home per lot.
2. One single-family detached dwelling per lot meeting the area requirements of the single-family district.
3. Portable buildings or storage buildings used as an accessory to the residential use and not for living quarters.

4. Nurseries, greenhouses, and gardens where the products are not to be sold.
5. Paved automobile parking areas which are necessary to the uses permitted in this district.

C. Conditional uses (require use permits):

1. Institutional, including day care centers with six children or more enrolled, or in townhouses.
2. Associated recreation and/or community clubs.
3. Real estate sales offices and on-site construction offices for more than two years or occupying mobile homes.

D. Prohibited uses:

1. Any building erected or land used for other than one or more of the preceding specified uses.
2. The storage of equipment, material or vehicles, including abandoned vehicles, which are not necessary to the uses permitted in this district.
3. A driveway or crosswalk way, as distinct from a dedicated street to provide access to premises in a commercial or industrial district.
4. Any use of property that does not meet the required minimum lot size; front, side and rear yard dimension; and/or lot width; or exceeds the maximum height, building coverage or density per gross acre as required.

E. Area requirements:

1. Minimum lot area: (a) With sewer, 2,500 square feet. (b) In areas without approved sewage treatment facilities, minimum lot size will be determined based on results of approved percolation tests.
2. Maximum number of single-family dwelling units per lot, one.
3. Lot Frontage on a Public Street (a) Internal lot shall have a minimum depth of 20'. (b) Corner lot shall have a minimum of 30 feet.
4. Depth: There shall be a lot depth of at least 60 feet.
5. Front Setback: There shall be a depth of front setback of at least ten feet.
6. Rear Setback: There shall be a minimum depth of zero feet.
7. Side Yard: (a) Internal Lot: six feet. (b) Corner lot or abutting a street: ten feet. (c) Townhouses separated by firewalls meeting the requirements of the building code may build to the property line where such structures abut.
8. Distance between buildings: There shall be a minimum distance between buildings on the same lot or parcel of land of ten feet.
9. Minimum distance from the public right-of-way to the entrance to a garage or enclosed carport, unless otherwise specified by the planning and zoning commission, 18 feet.
10. Maximum building coverage as a percentage of lot area, 80 percent.

11. Height Restriction: There shall be a maximum height of structures of 36 feet. Where a structure exceeds 25 feet in height, each unit without a firewall shall be set back one additional foot for each foot above 25 feet.
12. Parking: There shall be a minimum number of two (2) off-street parking spaces required for one single-family attached or detached dwelling unit.

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 ____ DAY OF _____, IN
THE YEAR OF OUR LORD, _____.**

1st Reading: _____

2nd Reading: _____

CITY OF MERCEDES:

Oscar D. Montoya, Mayor

ATTEST:

Joselynn Castillo
City Secretary

APPROVED AS TO FORM:

Martie Garcia Vela
City Attorney

AGENDA ITEM NO. 8A

CONSENT ITEM: NO

DATE: September 17, 2024

FROM: Francisco Sanchez, Chief of Police Mercedes Police Department

ITEM: Discussion and Possible Action on Approval of raising the speed limit at the 9000 block of Mile 2 West.

BACKGROUND INFORMATION: Currently Mile 2 West has a posted speed limit of 30 mph. The 30 mph is from the Frontage road of Interstate 2 to the 8-mile line in both directions. The proposal is to raise the speed limit to 40 mph north at approximately the 9000 block just passing South Texas I.S.D. The 40-mph zone would also increase traveling south from 8-mile on Mile 2 West up to the 9000 block where it would revert back to 30 mph just before South Texas I.S.D. The raising of the speed would not affect the area where the South Texas I.S.D. Med High is located.

There were three spot speed surveys conducted in this area. The survey consisted of checking the speed of the vehicles traveling both south and north just north of South Texas I.S.D. to 8-mile line. A total of three hundred vehicles were surveyed one hundred vehicles per survey in each direction. The survey also consisted of vehicles being checked three different days of the week. The surveys were also conducted in morning while motorists were going to work, late morning and in the afternoon. Survey # 1 that was conducted in the morning resulted in average speed of 40 mph as vehicles traveled southbound toward Interstate 2. Survey # 2 was conducted late morning resulted in average speed of 39 mph on vehicle traveling northbound toward mile 8. Survey # 3 was conducted on mid afternoon which resulted at an average speed of 42 mph on vehicles traveling northbound toward mile 8.

BOARD REVIEW/CITIZEN FEEDBACK:

ALTERNATIVES/OPTIONS:

FISCAL IMPACT:

1. Cost to place notice in Mercedes Enterprise Newspaper of change
2. Cost of signage to be placed on the street

Proposed Expenditure/(Revenue):

Account Number(s):

\$ 00.00 ?

0000000 ?

Finance Review by:

LEGAL REVIEW:

ATTACHMENTS:

1. Power point presentation of photos of roadway with existing signage and proposed signage
2. Speed spot surveys taken of the roadway determining average speed of motorists

DRAFT MOTION:

SPOT SPEED SURVEY #1

	SPEED			SPEED			SPEED			SPEED
1.	38 MPH		26.	35 MPH		51.	41 MPH		76.	36 MPH
2.	34 MPH		27.	40 MPH		52.	36 MPH		77.	37 MPH
3.	38 MPH		28.	36 MPH		53.	44 MPH		78.	40 MPH
4.	44 MPH		29.	29 MPH		54.	34 MPH		79.	39 MPH
5.	37 MPH		30.	30 MPH		55.	50 MPH		80.	34 MPH
6.	42 MPH		31.	51 MPH		56.	35 MPH		81.	36 MPH
7.	34 MPH		32.	38 MPH		57.	29 MPH		82.	48 MPH
8.	34 MPH		33.	41 MPH		58.	41 MPH		83.	34 MPH
9.	39 MPH		34.	39 MPH		59.	42 MPH		84.	34 MPH
10.	39 MPH		35.	34 MPH		60.	39 MPH		85.	41 MPH
11.	40 MPH		36.	30 MPH		61.	39 MPH		86.	42 MPH
12.	42 MPH		37.	34 MPH		62.	42 MPH		87.	41 MPH
13.	43 MPH		38.	25 MPH		63.	43 MPH		88.	38 MPH
14.	37 MPH		39.	37 MPH		64.	24 MPH		89.	52 MPH
15.	42 MPH		40.	35 MPH		65.	26 MPH		90.	46 MPH
16.	39 MPH		41.	31 MPH		66.	29 MPH		91.	37 MPH
17.	34 MPH		42.	32 MPH		67.	35 MPH		92.	47 MPH
18.	35 MPH		43.	43 MPH		68.	35 MPH		93.	40 MPH
19.	35 MPH		44.	41 MPH		69.	37 MPH		94.	45 MPH
20.	44 MPH		45.	40 MPH		70.	38 MPH		95.	40 MPH
21.	39 MPH		46.	35 MPH		71.	49 MPH		96.	37 MPH
22.	28 MPH		47.	43 MPH		72.	40 MPH		97.	36 MPH
23.	45 MPH		48.	42 MPH		73.	41 MPH		98.	34 MPH
24.	46 MPH		49.	31 MPH		74.	31 MPH		99.	36 MPH
24.	43 MPH		50.	36 MPH		75.	41 MPH		100.	35 MPH

LOCATION: 9000 N. 2 Mile West

SPEED LIMIT: 30 MPH

START TIME: 7:00 AM

END TIME: 7:40 AM

WEATHER: CLEAR

DIRECTION: SOUTHBOUND

RADAR MODEL: DECATUR SCOUT

SPEED 50% 40 MPH

OFFICER: LT. JOSE C. MACIAS

MERCEDES POLICE DEPARTMENT
SPOT SPEED SURVEY #2

Tuesday August 27, 2024

	SPEED			SPEED			SPEED			SPEED
1.	44 MPH		26.	44 MPH		51.	50 MPH		76.	47 MPH
2.	45 MPH		27.	35 MPH		52.	37 MPH		77.	34 MPH
3.	33 MPH		28.	48 MPH		53.	51 MPH		78.	37 MPH
4.	40 MPH		29.	37 MPH		54.	42 MPH		79.	37 MPH
5.	43 MPH		30.	34 MPH		55.	32 MPH		80.	38 MPH
6.	44 MPH		31.	41 MPH		56.	46 MPH		81.	42 MPH
7.	31 MPH		32.	53 MPH		57.	32 MPH		82.	52 MPH
8.	31 MPH		33.	34 MPH		58.	37 MPH		83.	47 MPH
9.	31 MPH		34.	34 MPH		59.	47 MPH		84.	44 MPH
10.	35 MPH		35.	43 MPH		60.	44 MPH		85.	53 MPH
11.	43 MPH		36.	35 MPH		61.	46 MPH		86.	48 MPH
12.	33 MPH		37.	48 MPH		62.	42 MPH		87.	40 MPH
13.	43 MPH		38.	39 MPH		63.	43 MPH		88.	37 MPH
14.	41 MPH		39.	45 MPH		64.	33 MPH		89.	30 MPH
15.	40 MPH		40.	38 MPH		65.	40 MPH		90.	33 MPH
16.	41 MPH		41.	39 MPH		66.	39 MPH		91.	56 MPH
17.	37 MPH		42.	45 MPH		67.	49 MPH		92.	59 MPH
18.	43 MPH		43.	33 MPH		68.	35 MPH		93.	49 MPH
19.	40 MPH		44.	44 MPH		69.	33 MPH		94.	36 MPH
20.	44 MPH		45.	41 MPH		70.	34 MPH		95.	41 MPH
21.	31 MPH		46.	42 MPH		71.	30 MPH		96.	37 MPH
22.	31 MPH		47.	43 MPH		72.	42 MPH		97.	42 MPH
23.	46 MPH		48.	44 MPH		73.	38 MPH		98.	35 MPH
24.	42 MPH		49.	39 MPH		74.	35 MPH		99.	47 MPH
24.	35 MPH		50.	38 MPH		75.	35 MPH		100.	44 MPH

LOCATION: 9000 N. 2 Mile West

SPEED LIMIT: 30 MPH

START TIME: 10:20 AM

END TIME: 10:15 AM

WEATHER: CLEAR

DIRECTION: NORTHBOUND

RADAR MODEL: DECATUR SCOUT

SPEED 50% 39 MPH

OFFICER: LT. JOSE C. MACIAS

SPOT SPEED SURVEY #3

	SPEED			SPEED			SPEED			SPEED
1.	42 MPH		26.	44 MPH		51.	48 MPH		76.	32 MPH
2.	42 MPH		27.	37 MPH		52.	47 MPH		77.	35 MPH
3.	42 MPH		28.	44 MPH		53.	46 MPH		78.	43 MPH
4.	42 MPH		29.	35 MPH		54.	39 MPH		79.	40 MPH
5.	45 MPH		30.	43 MPH		55.	43 MPH		80.	46 MPH
6.	38 MPH		31.	35 MPH		56.	47 MPH		81.	47 MPH
7.	44 MPH		32.	39 MPH		57.	33 MPH		82.	31 MPH
8.	43 MPH		33.	46 MPH		58.	31 MPH		83.	40 MPH
9.	42 MPH		34.	36 MPH		59.	42 MPH		84.	42 MPH
10.	43 MPH		35.	46 MPH		60.	45 MPH		85.	46 MPH
11.	38 MPH		36.	43 MPH		61.	43 MPH		86.	46 MPH
12.	41 MPH		37.	40 MPH		62.	64 MPH		87.	45 MPH
13.	32 MPH		38.	41 MPH		63.	41 MPH		88.	31 MPH
14.	50 MPH		39.	42 MPH		64.	36 MPH		89.	38 MPH
15.	57 MPH		40.	60 MPH		65.	33 MPH		90.	40 MPH
16.	45 MPH		41.	35 MPH		66.	40 MPH		91.	31 MPH
17.	45 MPH		42.	41 MPH		67.	41 MPH		92.	37 MPH
18.	43 MPH		43.	42 MPH		68.	42 MPH		93.	45 MPH
19.	52 MPH		44.	48 MPH		69.	48 MPH		94.	46 MPH
20.	38 MPH		45.	42 MPH		70.	38 MPH		95.	35 MPH
21.	35 MPH		46.	37 MPH		71.	38 MPH		96.	49 MPH
22.	35 MPH		47.	35 MPH		72.	32 MPH		97.	30 MPH
23.	35 MPH		48.	41 MPH		73.	38 MPH		98.	39 MPH
24.	45 MPH		49.	40 MPH		74.	42 MPH		99.	43 MPH
24.	46 MPH		50.	45 MPH		75.	40 MPH		100.	44 MPH

LOCATION: 9000 N. 2 Mile West

SPEED LIMIT: 30 MPH

START TIME: 2:45 PM

END TIME: 3:30 PM

WEATHER: CLEAR

DIRECTION: NORTHBOUND

RADAR MODEL: DECATUR SCOUT

SPEED 52% 42 MPH

OFFICER: LT. JOSE C. MACIAS

CONSENT ITEM: NO**DATE:** September 17, 2024**FROM:** Francisco J. Sanchez, Chief of Police Mercedes Police Department**ITEM:** Discussion and Possible Action on Approving the Adoption of the New Mercedes Police Department Model Policy: Medical and Psychological Examination of a Licensee, and Adding It to the Table of Contents of the Existing Policies.

BACKGROUND INFORMATION: The Mercedes Police Department seeks to adopt a new model policy related to the medical and psychological examination of a licensee. This policy is intended to ensure that all licensees within the department are fit for duty, both physically and mentally, by establishing a standardized procedure for medical and psychological evaluations. The inclusion of this policy into the existing Table of Contents is necessary to maintain the integrity and safety of our law enforcement personnel and the community they serve. The policy aligns with current best practices and legal requirements, providing a clear framework for examinations and evaluations.

BOARD REVIEW/CITIZEN FEEDBACK:**ALTERNATIVES/OPTIONS:****Proposed Expenditure/(Revenue):****Account Number(s):****Finance Review by:****LEGAL REVIEW:****ATTACHMENTS:**

1. Policy Document: Medical and Psychological Examination of a Licensee
2. Policy Acknowledgement Form
3. Memo

DRAFT MOTION: I move that we approve the adoption of the new Mercedes Police Department Model Policy: Medical and Psychological Examination of a Licensee, and authorize its addition to the Table of Contents of the existing department policies.

Mercedes Police Department MODEL POLICY:

MEDICAL AND PSYCHOLOGICAL EXAMINATION OF A LICENSEE

PURPOSE: Monitoring a member's fitness for duty, both medically and psychologically, is essential for the safety and welfare of the members of the agency and the community. The purpose of this policy is to ensure that all members of this agency remain medically and psychologically fit for duty and able to perform their essential job functions.

1. POLICY

11 This agency strives to provide a safe and productive work environment and ensure that all members of this agency can effectively perform the essential functions of their jobs. Under limited circumstances, the agency may require a professional examination of a member's physical or mental capabilities to determine the ability to perform essential functions.

2. MEMBER RESPONSIBILITIES

21 It is the responsibility of each member of this agency to maintain physical stamina and psychological stability sufficient to effectively perform the essential duties of the position.

22 Any member who feels unable to perform their duties shall promptly notify a supervisor. In the event a member believes that another agency member is unable to effectively perform their duties, such observations or belief shall be promptly reported to a supervisor.

3. SUPERVISOR RESPONSIBILITIES

31 All supervisors should be alert to any indication that a member may be unable to safely perform their duties due to an underlying physical or psychological impairment or condition.

32 Such indications may include, but are not limited to the following:

- a) An abrupt and negative change in the member's usual or normal behavior;
- b) A pattern of irrational conduct, hostility, or oppositional behavior;
- c) Personal expressions of instability;
- d) Inappropriate use of alcohol or other substances, including prescribed medication;

- e) A pattern of questionable judgment, impulsive behavior, or the inability to manage emotions; and
- f) Any other factor or combination of factors causing a supervisor to believe the member may be suffering from an impairment or condition requiring intervention.

33 Supervisors shall maintain the confidentiality of any information consistent with this policy.

4. REPORTING

41 A supervisor observing a member, or receiving a report of a member, who has just cause to believe the member is unable to effectively perform their duties shall promptly document all objective information or observations.

42 The supervisor should attempt to meet with the member to inquire about the conduct or behavior giving rise to the concerns.

43 If a meeting does not resolve the supervisor's concerns or does not take place, the supervisor shall promptly document observations and actions in writing and inform the appropriate supervisor within the member's chain of command.

5. DUTY STATUS FITNESS-FOR-DUTY EXAMINATION

51 The appropriate supervisors within the member's chain of command should make a preliminary determination regarding the member's duty status.

52 If a determination is made that the member can effectively perform essential job functions, the member should be returned to duty and arrangements made for appropriate follow-up.

53 If a preliminary determination is made that there is just cause to believe the member's conduct or behavior represents an inability to effectively perform essential job functions, the appropriate supervisor should immediately relieve the member of duty pending further examination.

54 Members relieved of duty shall comply with the administrative leave provisions as set out by agency policy.

55 The chief administrator shall be promptly notified if any member is relieved of duty.

6. FITNESS-FOR-DUTY EXAMINATION

61 A fitness-for-duty examination (FFDE) may be ordered whenever circumstances reasonably indicate that a member is unfit for duty.

62 **DEFINITION OF A FFDE:** An FFDE is a formal, specialized examination of an incumbent member that results from:

- a) Objective evidence that the member may be unable to effectively perform a defined job function; and
- b) A reasonable basis for believing that the cause may be attributable to a medical or psychological condition or impairment.

As such, an FFDE is considered a “medical” examination under the terms of the Americans with Disabilities Act. The central purpose of an FFDE is to determine whether the member is able to effectively perform his or her essential job functions.

63 **THRESHOLD CONSIDERATIONS FOR A FFDE:** Referring a member for an FFDE is indicated whenever there is an objective and reasonable basis for believing that the member, as a result of a medical or psychological condition or impairment:

- a) May be unable to perform one or more essential job functions; or
- b) Poses a direct threat to themselves or others.

An objective basis is one that is not merely speculative but derives from direct observation or other reliable evidence.

64 When deciding whether to conduct an FFDE, both the employer and examiner may benefit from considering its potential usefulness and appropriateness given the specific circumstances, and the employer may consider whether other remedies (for example, education, training, discipline, physical FFDE) are appropriate.

65 The examiner strives to remain impartial and objective and to avoid undue influences by any of the parties involved in the case.

66 Mental health professionals refrain from rendering fitness-for-duty opinions when they are not conducting an FFDE.

7. PROCESS FOR NON-SWORN PERSONNEL

71 The chief administrator, in cooperation with the personnel department, may order a member to undergo an FFDE whenever a question arises as to whether the member is medically or psychologically fit to continue in their duties. The examination shall be conducted by the member’s personal physician, psychiatrist, or psychologist, as required by agency policy.

72 To facilitate the examination of any member, the agency will provide all appropriate documents and available information to the person or entity responsible for conducting the examination.

73 The examining practitioner will provide the agency with a report indicating whether the member is fit for duty. If the member is unfit for duty, the practitioner will include the existing restrictions or conditions in the report.

74 A second examination may be ordered by the appropriate authority if the member, the civil service commission, or the chief administrator questions the practitioner's report. The examination will be conducted by a physician, psychiatrist or psychologist appointed in accordance with the procedure adopted by the governing body. If the report of the appointed practitioner disagrees with the report of the initial practitioner, the final determination as to the member's fitness shall be decided in accordance with applicable laws, provisions of collective bargaining, meet and confer, other agreements, or policies.

75 All reports and examinations submitted by the examining practitioner shall be part of the member's confidential medical file.

76 Determinations regarding duty status of members who are found to be unfit for duty or fit for duty with limitations will be made in cooperation with the personnel department.

77 Any member ordered to undergo a fitness-for-duty examination shall comply with the terms of the order and cooperate fully with the examining practitioner. Any failure to comply with such an order and any failure to cooperate with the practitioner may be deemed insubordination and shall subject the member to discipline, up to and including termination.

8. PROCESS FOR PEACE OFFICERS

81 The chief administrator, in cooperation with the personnel department, may order an officer to undergo an FFDE whenever a question arises as to whether the officer is medically or psychologically fit to continue in their duties. The examination shall be conducted by the officer's chosen physician, psychiatrist, or psychologist, as appropriate and in accordance with applicable laws, including Texas Local Government Code §§ 143.081 and .1115, provisions of collective bargaining, meet and confer, other agreements, or policies.

82 The chief administrator shall provide written notice of the examination to the license holder not later than the tenth business day before the deadline to submit to the examination. Written notice shall include the reasons for the examination.

83 To facilitate the examination of any member, the agency will provide all appropriate documents and available information.

84 The examining practitioner will provide the agency with a report indicating whether the officer is fit for duty. If the officer is unfit for duty, the practitioner will include the existing restrictions or conditions in the report.

85 A second examination may be ordered by the appropriate authority if the officer, the civil service commission, or the chief administrator questions the practitioner's report. The examination will be conducted by a physician, psychiatrist or psychologist appointed in accordance with the procedure adopted by the governing body. If the report of the appointed practitioner disagrees with the report of the initial practitioner, the final determination as to the officer's fitness shall be decided in accordance with applicable laws, provisions of collective bargaining, meet and confer, other agreements, or policies.

86 All reports and examinations submitted by the examining practitioner shall be part of the officer's confidential medical file.

87 Determinations regarding duty status of officers who are found to be unfit for duty or fit for duty with limitations will be made in cooperation with the personnel department.

88 Any officer ordered to undergo an FFDE shall comply with the terms of the order and cooperate fully with the examining practitioner. Any failure to comply with such an order and any failure to cooperate with the practitioner may be deemed insubordination and shall subject the officer to discipline, up to and including termination.

9. AGENCY'S RESPONSIBILITIES TO NOTIFY TCOLE

91 **License Holder:** A Texas County Jailer, Peace Officer, or Telecommunicator.

92 The chief administrator shall notify the Texas Commission on Law Enforcement (TCOLE) upon a final determination that a license holder is unable to effectively perform essential job functions. This notification shall be in writing and submitted to TCOLE within 30 days of the final determination that the license holder is unable to effectively perform essential job functions.

93 The chief administrator shall notify TCOLE if a license holder fails to submit to an examination within the deadline set by the agency. This notification shall be in writing and submitted to TCOLE within 30 days after the deadline set by the agency has expired.

94 The chief administrator shall notify TCOLE as soon as practicable if a license holder has completed the required examination or received notice that the license holder's circumstances have been successfully resolved.

10. FITNESS-FOR-DUTY EXAMINATION MINIMUM STANDARDS

101 Given the nature of these examinations and the potential consequences to the employer, the examinee, and the public, it is important for examiners to perform FFDEs with maximum attention to the relevant legal, ethical, and practice standards and guidelines. Such standards include, but are not limited to, the American Psychological Association's Ethical Principles of Psychologists and Code of Conduct. Consequently, it is recommended that these examinations be conducted by a psychologist, psychiatrist, or medical doctor with the appropriate qualifications.

102 Depending on the referral question and the examiner's professional judgment, an FFDE examiner strives to utilize multiple methods and data sources to optimize the accuracy of findings. Examiners integrate the various data sources, assigning them relative weight according to their known reliability and validity. The range of methods and data sources used by an FFDE examiner can vary, but such suggestions and further information about this process can be found in the International Association of Chiefs of Police (IACP) 2018 Psychological Fitness-for-Duty Examination.

103 When conducting the FFDE, it may be necessary for the examiner to receive background and collateral information regarding the member's past and recent performance, conduct, and functioning. The information may include, but is not limited to, job class specifications or job description, performance evaluations, previous remediation efforts, commendations, testimonials, internal affairs investigations, formal citizen or public complaints, use-of-force incidents, reports related to officer-involved shootings, civil claims, disciplinary actions, incident reports of any triggering events, health care records, prior psychological examinations, and other supporting or relevant documentation related to the member's psychological fitness for duty. In some cases, an examiner may ask the examinee to provide relevant medical or mental health treatment records and other data for the examiner to consider. It is important that all collected information be related to job performance issues or the suspected job-impairing mental condition. Where possible and relevant, it may prove helpful to gather information from other collateral sources.

11. APPEALS

111 Members disputing the application or interpretation of this policy may submit a grievance as provided in the applicable grievance policy.

12. RESOURCES FOR MEDICAL AND PSYCHOLOGICAL EXAMINATIONS

1. *2018 Psychological Fitness-for-Duty Evaluation Guidelines from the IACP*
2. *The APA Professional Practice Guidelines for Occupationally Mandated Psychological Evaluations*
3. *2017 American College of Occupational and Environmental Medicine Guidance for the Medical Evaluation of Law Enforcement Officers*



MERCEDES POLICE DEPARTMENT

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

Francisco J. Sanchez
Chief of Police

POLICY ACKNOWLEDGEMENT FORM

I, _____, acknowledge that I have received, read, and understand the new policy regarding the Medical and Psychological Examination of a Licensee. I understand that this policy is now part of the official Mercedes Police Department policies, and I agree to comply with all the requirements and procedures outlined in the policy.

Officer Name: _____

Badge Number: _____

Employee Number: _____

Signature: _____

Date: _____



MERCEDES POLICE DEPARTMENT

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Francisco J. Sanchez
Chief of Police

MEMO

TO: Mercedes City Commissioners
FROM: Francisco J. Sanchez, Chief of Police, Mercedes Police Department
DATE: September 17, 2024
SUBJECT: Adoption of New Policy: Medical and Psychological Examination of a Licensee

I am writing to inform you about a new policy that we propose to adopt within the Mercedes Police Department. The policy, titled "**Medical and Psychological Examination of a Licensee**," is designed to ensure that all our licensees (sworn officers) are physically and mentally fit to perform their duties.

1. Purpose and Importance:

The primary goal of this policy is to monitor and maintain the fitness-for-duty of all police officers within our department. By conducting regular medical and psychological examinations, we aim to:

- **Ensure Safety:** Protect both our officers and the community by ensuring that all personnel are capable of performing their duties without impairment.
- **Identify Issues Early:** Detect any medical or psychological conditions that may affect an officer's performance, allowing for timely intervention and support.
- **Compliance with Legal Standards:** Align our practices with state regulations, specifically **37 Tex. Admin. Code § 211.16**, which governs the establishment and operation of appointing entities within public safety and corrections.

2. Reference to 37 Tex. Admin. Code § 211.16

This Texas Administrative Code section outlines the requirements for establishing or continuing the operation of an appointing entity, such as our police department. Key points include:

- **Establishment of Standards:** Ensuring that all policies meet state-mandated standards for public safety personnel.
- **Accountability:** Maintaining clear procedures for monitoring and evaluating the fitness-for-duty of officers.
- **Confidentiality and Fairness:** Protecting the privacy of officers undergoing examinations and ensuring impartial assessments.

By adopting this policy, the Mercedes Police Department will fully comply with **37 Tex. Admin. Code § 211.16**, reinforcing our commitment to upholding the highest standards of public safety and personnel management.

MERCEDES POLICE DEPARTMENT

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Mercedes, Texas 78570
(956) 565-3102 Fax (956) 565-2583

3. Policy Details:

The policy outlines comprehensive procedures for:

- **Member Responsibilities:** Ensuring officers maintain physical stamina and psychological stability.
- **Supervisor Responsibilities:** Training supervisors to recognize signs of impairment and to handle such situations confidentially and effectively.
- **Reporting Procedures:** Establishing clear documentation and communication protocols when concerns arise.
- **Fitness-for-Duty Examinations (FFDE):** Defining the process for ordering and conducting examinations, including criteria and standards for evaluations.
- **Appeals Process:** Providing officers with the ability to contest decisions related to their fitness-for-duty status.

4. Benefits to the Department and Community:

Implementing this policy will:

- **Enhance Operational Efficiency:** By ensuring that all officers are fit for duty, we minimize risks associated with impaired performance.
- **Promote Officer Wellness:** Providing support for officers' health and well-being contributes to a more effective and resilient police force.
- **Strengthen Public Trust:** Demonstrating our commitment to accountability and safety reinforces community confidence in our department.

5. Integration into Existing Policies

This new policy will be integrated into our existing Table of Contents under a new section to ensure it is easily accessible and appropriately categorized.

Alignment with the Table of Contents

Based on the current structure of our **Police Rules and Regulations Policy Manual**, the new policy will align best under a new section dedicated to **Fitness-for-Duty Policies**. Here is the suggested placement:

SECTION XXIII: FITNESS-FOR-DUTY POLICY

- **Sec. 23.01:** Medical and Psychological Examination of a Licensee

This placement ensures that the policy is prominently featured and easily referenced alongside other critical operational guidelines.

MERCEDES POLICE DEPARTMENT

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Conclusion:

Adopting the **Medical and Psychological Examination of a Licensee** policy is a crucial step in maintaining the integrity, safety, and effectiveness of the Mercedes Police Department. It ensures compliance with state regulations and aligns our practices with industry best standards. I recommend the commissioners approve this policy to uphold our commitment to excellence in public safety.

Please feel free to contact me if you have any questions or need further clarification on any aspects of this policy.

Sincerely,

Management Items

DATE: September 17, 2024
FROM: Adrian Perez, Planning Director
ITEM: **Approval of Variances for Mirasol Subdivision**

BACKGROUND INFORMATION:

Location:

A 19.00-acre tract of land out of Lot 10, Block 27, Capisallo District Subdivision, Hidalgo County, Texas. – Applicant: Alfonso Quintanilla

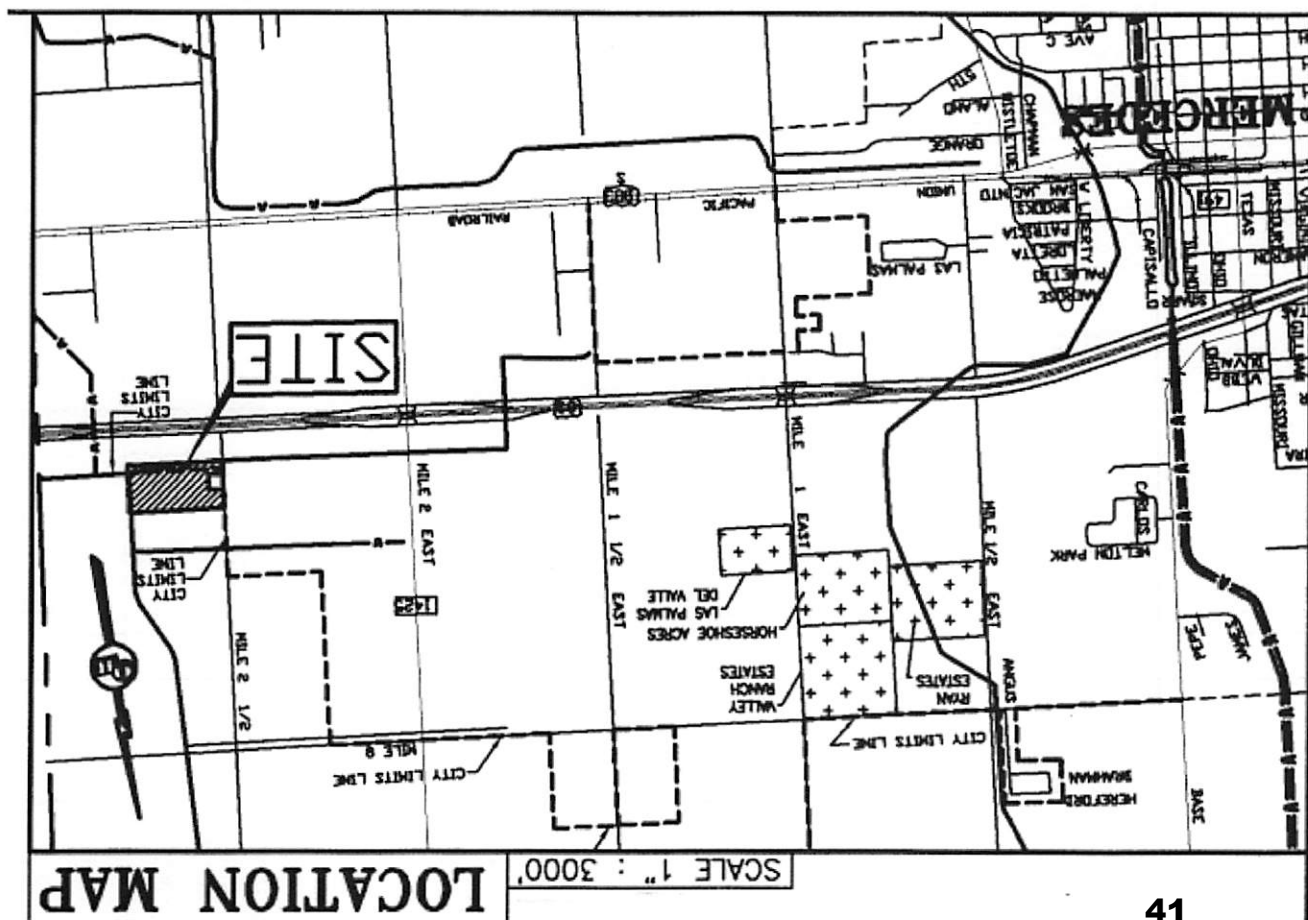
BOARD REVIEW/CITIZEN FEEDBACK: Approved

On August 5, 2024, the Planning and Zoning Board unanimously approved the subdivision plat and the associated variances.

ATTACHMENTS:

- Variances List
- Plat Map
- Location Site Map
- Drainage Report
- Engineer's Comments

Staff Recommendation: Approval.



Quintanilla, Headley & Associates, Inc.

Hidalgo County Drainage District No. 1 Drainage Report Mirasol Country Estates Hidalgo County, Texas

Prepared By:



QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

Consulting Engineers ★ Land Surveyors

Alfonso Quintanilla, P.E. # 95534 - R.P.L.S. # 4856

Eulalio Ramirez, P.E. # 77062

Engineering Firm Registration No. F-1513

Surveying Firm Registration No. 100411-00

124 E. Stubbs St. Edinburg, Texas 78539

Phone: (956) 381-6480 Fax: (956) 381-0527

Email: alfonsoq@qha-eng.com

May 10, 2024



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QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

Consulting Engineers ★ Land Surveyors

Alfonso Quintanilla, P.E. # 95534 R.P.L.S. #4856 Eulalio Ramirez, P.E. # 77062
Engineering Firm Registration No. F-1513
Surveying Firm Registration No. 100411-00
Municipal & County Projects ★ Subdivisions ★ Surveys

DRAINAGE REPORT FOR MIRASOL COUNTRY ESTATES

Mirasol Country Estates is a 19.00 acre tract of land out of Lot 10, Block 27, Capisallo District Subdivision, Hidalgo County, Texas, according to the plat or map thereof recorded in volume "p", pages 227-228, deed records, Hidalgo County, Texas, and according to warranty deed recorded in volume 962, pages 71-76, official records, Hidalgo County, Texas. This subdivision is located on the east side of Mile 2 ½ East Road, approximately 440.00 feet north of US Expressway 83 and is in the City of Mercedes ETJ. The proposed subdivision consists of 59 residential lots.

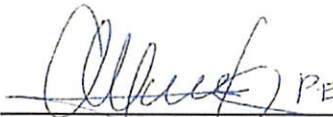
The tract is Zone "X" (shaded), areas of 500-year flood; areas of 100-year flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and area protected by levees from 100-year flood. as per FEMA Flood Insurance Rate Map; Community Panel No. 480334 0450 C, and dated June 6, 2000 with LOMR dated May 30, 2002.

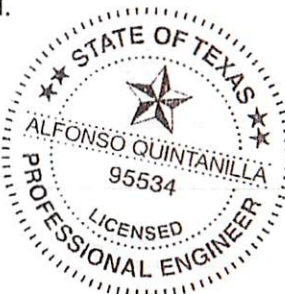
The soils are Hidalgo (28) and Raymondville (52). They are in soil group B and D. It is fine sandy clay loam (SC), clay loam (CL), and loam (CH). This soil is well drained. Permeability is moderate. Plasticity Index has a range of 11-35. See attached Soil Survey of Hidalgo County, Texas tables.


Presently, the site has minimal runoff on a southerly direction. The existing runoff for the proposed subdivision is $Q=12.47$ cubic feet per second based on a 10-year storm and currently outfalls into the existing Hidalgo County Drainage District No. 1 Drain Ditch.

After development the runoff will be $Q= 58.78$ cubic feet per second for an increase of $Q=20.30$ cubic feet per second. Detention will be 115,199.32 cubic feet (2.64 acre feet) and will be accomplished by excavating the existing H.C.D.D. No.1 Drain Ditch-23E lateral along the south side of the subdivision. The street runoff will be collected by a storm sewer system consisting of 18" and 24" pipes and Type "A" Inlets that will discharge into the existing HCDD No. 1 drain ditch located on the south side of the property. Along the southern part of the subdivision, 75.00 feet of right of way to 144.19 feet of right of way for the HCDD No. 1 Drain Ditch-23E lateral is being dedicated to HCDD No. 1 by the plat. Along the eastern part of the subdivision, 150.00 feet of right of way for the HCDD No. 1 Drain Ditch-23 lateral is being dedicated to HCDD No. 1 by the plat.

Drainage calculations are attached.


Alfonso Quintanilla, P.E.
May 10, 2024



<input type="checkbox"/> REJECTED	
<input checked="" type="checkbox"/> APPROVED FOR SUBMITTAL	
<input checked="" type="checkbox"/> TO H.C. PLANNING DEPT.	
<input checked="" type="checkbox"/> TO CITY	
<input checked="" type="checkbox"/> DISCHARGE PERMIT REQUIRED	
<input checked="" type="checkbox"/> DISTRICT FACILITY	
<input type="checkbox"/> CITY FACILITY	
<input checked="" type="checkbox"/> OTHER	
H.C.D.D. NO. 1	
DATE 5-23-24	

EXISTING FOR SINGLE FAMILY:

Area = 19.00 acres
 V = 0.20
 D = 700.00 Ft
 c = 0.20

$$t = D / V(3600)$$

t = 0.97 Hrs = 58.33 min

From Rainfall Intensity Curve: I = 3.28

$$Q = cIA$$

Q = 12.47 cfs

FUTURE:

Area = 19.00 Acres
 V = 0.40
 D = 700.00 Ft
 c = 0.48

$$t = D / V(3600)$$

t = 0.49 Hrs = 29.17 min

From Rainfall Intensity Curve: I = 6.45

$$Q = cIA$$

Q = 58.78 cfs

Time		I50yr	Q50yr In	V in	Q10yr out	V out	Req'd V	Req'd V
min	hr	in/hr	cfs	cf	cfs	cf	cf	ac-ft
15.00	0.250	9.10	83.01	74713	12.47	16525	58187.31	1.33580
30.00	0.500	6.34	57.84	104119	12.47	22138	81981.43	1.88203
45.00	0.750	4.98	45.38	122526	12.47	27750	94775.72	2.17575
60.00	1.000	4.14	37.79	136048	12.47	33383	102685.58	2.35734
75.00	1.250	3.58	32.63	146820	12.47	38975	107844.37	2.47577
90.00	1.500	3.16	28.86	155825	12.47	44588	111237.23	2.55366
105.00	1.750	2.85	25.87	163598	12.47	50200	113398.27	2.60327
120.00	2.000	2.60	23.68	170482	12.47	55812	114649.33	2.63199
135.00	2.250	2.39	21.81	176824	12.47	61425	115199.32	2.64461
150.00	2.500	2.22	20.25	182229	12.47	67037	115191.63	2.64444
165.00	2.750	2.08	18.93	187379	12.47	72650	114729.01	2.63382
180.00	3.000	1.95	17.79	192150	12.47	78262	113887.68	2.61450
195.00	3.250	1.84	16.80	196800	12.47	83875	112725.78	2.58783
210.00	3.500	1.75	15.93	200776	12.47	89487	111288.70	2.55484
225.00	3.750	1.66	15.16	204712	12.47	95099	109612.61	2.51636
240.00	4.000	1.59	14.47	208439	12.47	100712	107726.78	2.47307
255.00	4.250	1.52	13.85	211979	12.47	106324	105655.27	2.42551
270.00	4.500	1.46	13.29	215355	12.47	111937	103418.11	2.37415
285.00	4.750	1.40	12.78	218581	12.47	117549	101032.16	2.31938
300.00	5.000	1.35	12.32	221673	12.47	123161	98511.73	2.26152
315.00	5.250	1.30	11.89	224643	12.47	128774	95869.13	2.20085
330.00	5.500	1.26	11.49	227501	12.47	134386	93114.96	2.13763
345.00	5.750	1.22	11.12	230257	12.47	139999	90258.48	2.07205
360.00	6.000	1.18	10.78	232919	12.47	145611	87307.79	2.00431
375.00	6.250	1.15	10.47	235494	12.47	151224	84270.03	1.93457
390.00	6.500	1.12	10.17	237988	12.47	156836	81151.54	1.86298
405.00	6.750	1.08	9.89	240406	12.47	162448	77957.96	1.78967
420.00	7.000	1.06	9.63	242755	12.47	168061	74694.33	1.71475
435.00	7.250	1.03	9.39	245038	12.47	173673	71365.19	1.63832
450.00	7.500	1.00	9.16	247280	12.47	179286	67974.64	1.56048
465.00	7.750	0.98	8.94	249424	12.47	184898	64526.38	1.48132
480.00	8.000	0.96	8.73	251534	12.47	190511	61023.77	1.40091

PEAK

	Peak Volume=	115199.32 cf (50 years storm)	2.64 AC-FT
--	--------------	-------------------------------	------------

HCDD1 Runoff Coefficients - Urban Watersheds

	C value	Description
Pervious	0.20	Soil Group B
Impervious	0.90	Roof / Driveway

HC Unimproved Areas	
Soil Group	C value
A	0.10 - 0.15
B	0.15 - 0.20
C	0.20 - 0.25
D	0.25 - 0.35

Hidalgo County Typical "C" Value		
% Impervious	Weighted C	Description
10%	0.27	Single Family (Lots Greater than 1 acre)
20%	0.34	Single Family (Lots 1/2 to 1 acre)
30%	0.41	Single Family (Lots 1/4 to 1/2 acre)
40%	0.48	Single Family (Lots less than 1/4 acre)
50%	0.55	Multi-Family (Lots greater than 1/3 acre)
60%	0.62	Multi-Family (Lots less than 1/3 acre)
70%	0.69	Multi-Family Attached / Apartment dwelling
80%	0.76	Commercial / Industrial Lots
90%	0.83	Maximized for Commercial without Site Plan

RAINFALL INTENSITY FOR HIDALGO COUNTY								
TIME (Min)	10 YEAR (In/Hr)	50 YEAR (In/Hr)	TIME (Min)	10 YEAR (In/Hr)	50 YEAR (In/Hr)	TIME (Min)	10 YEAR (In/Hr)	50 YEAR (In/Hr)
1	14.283	17.386	31	4.913	6.224	61	3.184	4.099
2	13.28	16.210	32	4.820	6.111	62	3.149	4.056
3	12.425	15.204	33	4.731	6.002	63	3.115	4.014
4	11.687	14.333	34	4.646	5.897	64	3.082	3.973
5	11.041	13.570	35	4.584	5.797	65	3.050	3.933
6	10.472	12.895	36	4.485	5.701	66	3.018	3.894
7	9.965	12.294	37	4.409	5.608	67	2.987	3.855
8	9.512	11.755	38	4.337	5.519	68	2.957	3.818
9	9.102	11.268	39	4.266	5.433	69	2.928	3.781
10	8.731	10.825	40	4.199	5.350	70	2.890	3.745
11	8.393	10.421	41	4.134	5.270	71	2.871	3.710
12	8.084	10.051	42	4.071	5.193	72	2.843	3.676
13	7.799	9.710	43	4.010	5.118	73	2.818	3.642
14	7.536	9.395	44	3.951	5.046	74	2.700	3.610
15	7.293	9.102	45	3.894	4.976	75	2.784	3.577
16	7.068	8.831	46	3.839	4.908	76	2.730	3.546
17	6.856	8.577	47	3.786	4.843	77	2.714	3.515
18	6.659	8.340	48	3.734	4.779	78	2.890	3.485
19	6.474	8.117	49	7.684	4.717	79	2.666	3.455
20	8.301	7.908	50	3.636	4.658	80	2.643	3.426
21	8.138	7.711	51	3.589	4.600	81	2.620	3.398
22	5.985	7.525	52	3.543	4.543	82	2.598	3.370
23	5.839	7.349	53	3.499	4.488	83	2.576	3.342
24	5.702	7.183	54	3.455	4.435	84	2.554	3.315
25	5.572	7.025	55	3.413	4.383	85	2.533	3.289
26	5.448	6.875	56	3.373	4.333	90	2.434	3.164
27	5.331	6.732	57	3.333	4.284	100	2.258	2.944
28	5.219	6.596	58	3.294	4.236	120	1.981	2.596
29	5.112	6.467	59	3.257	4.189	180	1.473	1.951
30	5.011	6.343	60	3.220	4.144	210	1.313	1.747

NFIP

PANEL 0450 C

NATIONAL FLOOD INSURANCE PROGRAM

FIRM

FLOOD INSURANCE RATE MAP

HIDALGO COUNTY,
TEXAS
(UNINCORPORATED AREAS)

ZONE "X"
(SHADED)

(SEE MAP INDEX FOR PANELS NOT PRINTED)

COMMUNITY-PANEL NUMBER

480334 0450 C

MAP REVISED:

JUNE 6, 2000



REVISED TO
REFLECT LOMR

DATED MAY 30
2002

Federal Emergency Management Agency

LEGEND

SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100-YEAR FLOOD

- ZONE A** No base flood elevations determined.
- ZONE AE** Base flood elevations determined.
- ZONE AH** Flood depths of 1 to 3 feet (usually areas of ponding); base flood elevations determined.
- ZONE AO** Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined. For areas of alluvial fan flooding; velocities also determined.
- ZONE A99** To be protected from 100-year flood by Federal flood protection system under construction; no base flood elevations determined.
- ZONE V** Coastal flood with velocity hazard (wave action); no base flood elevations determined.
- ZONE VE** Coastal flood with velocity hazard (wave action); base flood elevations determined.

FLOODWAY AREAS IN ZONE AE

OTHER FLOOD AREAS

- ZONE X** Areas of 500-year flood, areas of 100-year flood with average depths of less than 1 foot or with drainage areas less than 1 square mile, and area protected by levees from 100-year flood.

OTHER AREAS

- ZONE X** Areas determined to be outside 500-year floodplain.
- ZONE D** Areas in which flood hazards are undetermined.

UNDEVELOPED COASTAL BARRIERS



Identified
1983



Identified
1990



Otherwise
Protected Areas

Coastal barrier areas are normally located within or adjacent to special flood hazard areas.



Floodplain Boundary



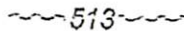
Floodway Boundary



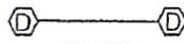
Zone D Boundary



Boundary Dividing Special Flood Hazard Zones, and Boundary Dividing Areas of Different Coastal Base Flood Elevations Within Special Flood Hazard Zones.



Base Flood Elevation line; Elevation in Feet *



cross Section Line

(EL 987)

Base Flood Elevation in Feet Where Uniform Within Zone *

RM 7_x

Elevation Bench Mark (See notes below)

• M1.5

River Mile

*Referenced to the National Geodetic Vertical Datum of 1929

NOTES

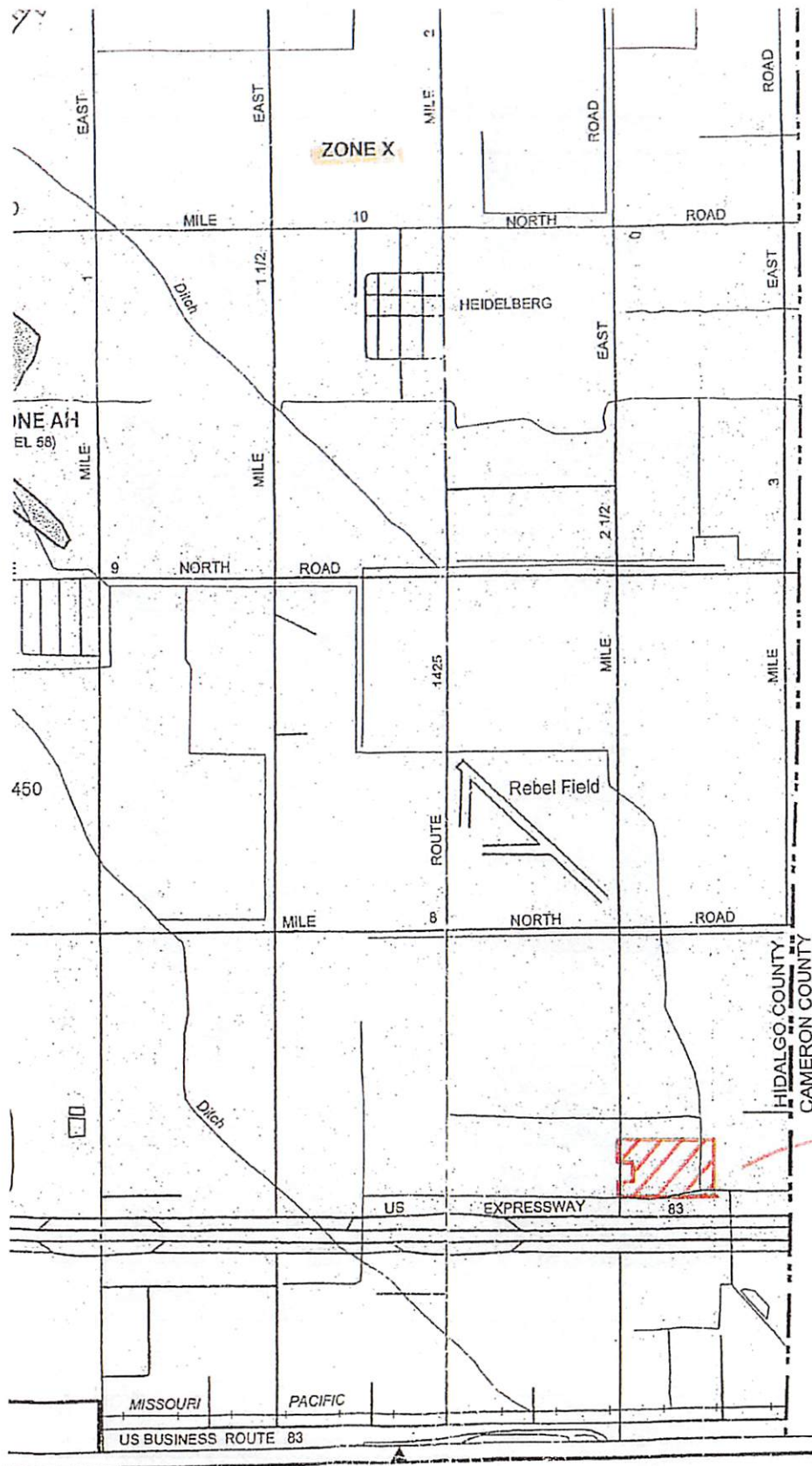
This map is for use in administering the National Flood Insurance Program; it does not necessarily identify all areas subject to flooding, particularly from local drainage sources of small size, or all planimetric features outside Special Flood Hazard Areas. The community map repository should be consulted for more detailed data on BFEs, and for any information on floodway delineations, prior to use of this map for property purchase or construction purposes.

Areas of Special Flood Hazard (100-year flood) include Zones A, AE, A1-A30, AH, AO, A99, V, VE and V1-V30.

Certain areas not in Special Flood Hazard Areas may be protected by flood control structures.

Boundaries of the floodways were computed at cross sections and interpolated between cross sections. The floodways were based on hydraulic considerations with regard to requirements of the Federal Emergency Management Agency.

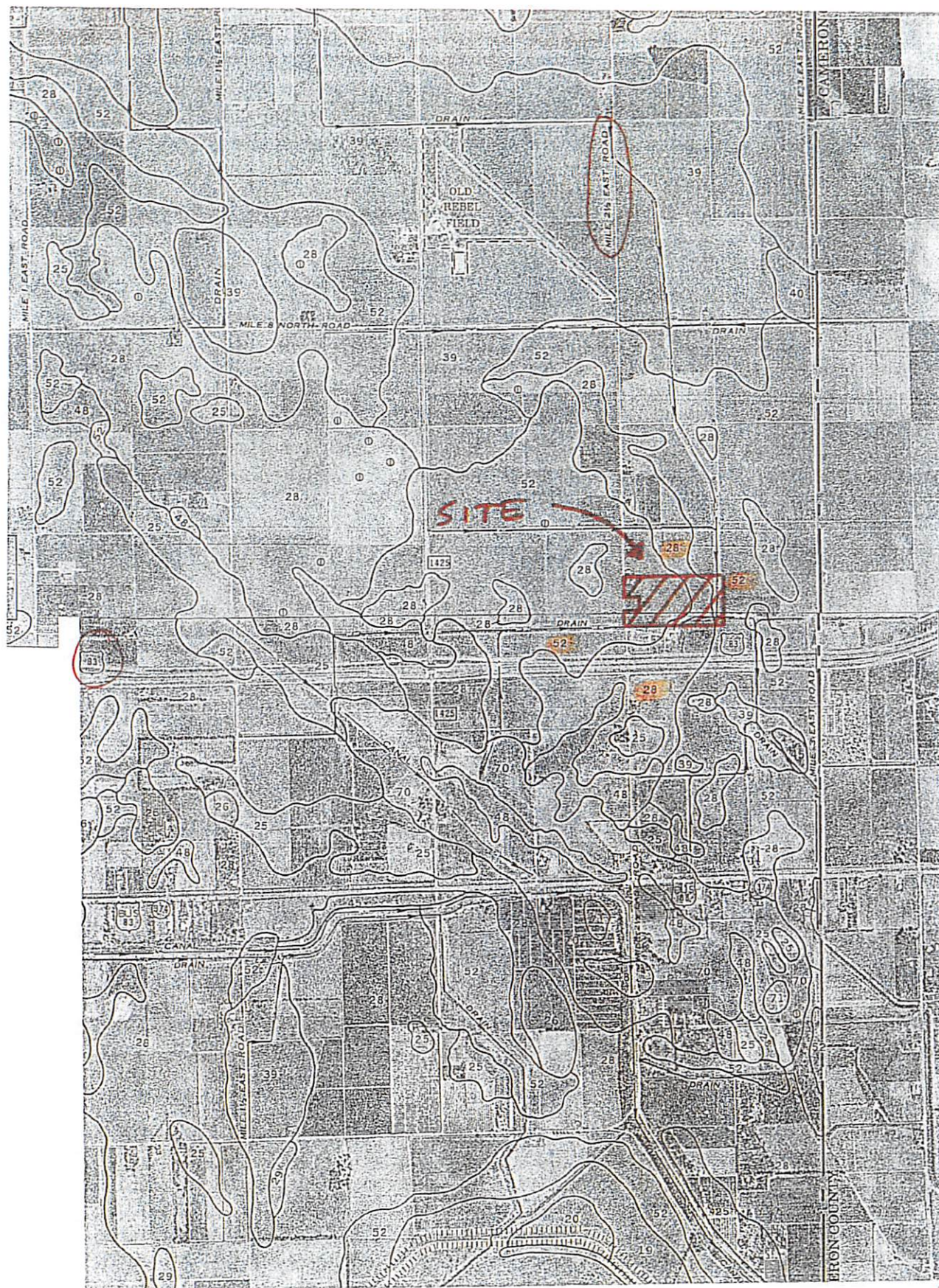
Floodway widths in some areas may be too narrow to show to scale. Refer to Floodway Data Tables where floodway widths are shown to scale.



FEMA MAP



SITE



This map is compiled as 1955 aerial photography by the U. S. Census

SOIL MAP

N

TABLE 16.--ENGINEERING INDEX PROPERTIES--Continued

Map symbol and soil name	Depth	USDA texture	Classification		Percentage passing sieve number--				Liquid limit	Plasticity index
			Unified	AASHTO	4	10	40	200		
	<u>In</u>								<u>Pet</u>	
13:*										
Randado-----	0-9	Fine sandy loam	SM, SM-SC	A-2-4	75-100	70-100	70-100	20-35	<25	NP-7
	9-16	Fine sandy loam, sandy clay loam.	SC, SM-SC, GC	A-2-4, A-2-6, A-4, A-6	65-100	60-100	60-100	25-50	25-34	7-14
	16-60	Cemented-----	---	---	---	---	---	---	---	---
14-----	0-80	Fine sand-----	SP-SM, SM	A-2-4, A-3	100	100	75-100	5-25	<25	NP-3
Falfurrias										
15-----	0-7	Clay-----	CL, CH	A-7-6	100	100	100	90-100	41-55	20-30
Grulla	7-65	Silty clay, clay	CH	A-7-6	100	100	100	90-100	52-66	28-39
16, 17, 18-----	0-18	Fine sandy loam	SC, SM-SC, SM	A-2-4	100	95-100	95-100	17-35	<30	NP-8
Hargill	18-63	Sandy clay loam	SC, CL	A-6	100	95-100	95-100	40-55	30-40	11-20
	63-80	Sandy clay loam	SC	A-2-4, A-2-6, A-4, A-6	85-100	80-100	75-100	34-50	28-39	9-18
19, 20-----	0-8	Clay-----	CH	A-7-6	100	100	100	90-100	51-85	32-60
Harlingen	8-35	Clay-----	CH	A-7-6	100	100	100	95-100	65-85	50-65
	35-72	Clay-----	CH	A-7-6	100	100	100	95-100	65-85	50-65
21:*										
Harlingen-----	0-8	Clay-----	CH	A-7-6	100	100	100	90-100	51-85	32-60
	8-35	Clay-----	CH	A-7-6	100	100	100	95-100	65-85	50-65
	35-72	Clay-----	CH	A-7-6	100	100	100	95-100	65-85	50-65
Urban land.										
22, 23, 24-----	0-17	Sandy loam-----	SM	A-2-4	100	100	75-100	13-24	<25	NP-4
Hebbronville	17-58	Fine sandy loam, loam.	SM, SM-SC	A-2-4	100	100	90-100	20-30	<30	NP-7
	58-65	Fine sandy loam, loam.	SM-SC, SC	A-2-4, A-4, A-2-6, A-6	95-100	90-100	90-100	20-40	20-30	4-13
25, 26, 27-----	0-17	Fine sandy loam	SC, SM-SC	A-4, A-6	100	95-100	90-100	36-50	20-30	4-11
Hidalgo	17-28	Sandy clay loam, clay loam.	SC, CL	A-6	100	95-100	90-100	36-80	30-40	11-20
	28-80	Clay loam, sandy clay loam.	CL, SC	A-6, A-7-6	90-100	80-100	75-99	44-80	30-44	11-23
28, 29, 30-----	0-17	Sandy clay loam	SC, CL	A-6	100	95-100	90-100	36-55	29-40	11-20
Hidalgo	17-28	Sandy clay loam, clay loam.	SC, CL	A-6	100	95-100	90-100	36-80	30-40	11-20
	28-80	Clay loam, sandy clay loam.	CL, SC	A-6, A-7-6	90-100	80-100	75-99	44-80	30-44	11-23
31:*										
Hidalgo-----	0-17	Sandy clay loam	SC, CL	A-6	100	95-100	90-100	36-50	29-40	11-20
	17-28	Sandy clay loam, clay loam.	SC, CL	A-6	100	95-100	90-100	36-80	30-40	11-20
	28-80	Clay loam, sandy clay loam.	CL, SC	A-6, A-7-6	90-100	80-100	75-99	44-80	30-44	11-23
Urban land.										

See footnote at end of table.

TABLE 16.--ENGINEERING INDEX PROPERTIES--Continued

Map symbol and soil name	Depth <u>In</u>	USDA texture	Classification		Percentage passing sieve number--				Liquid limit Pct	Plas- ticity index
			Unified	AASHTO	4	10	40	200		
45,* 46,* 47.* Pits										
48, 49----- Racombe	0-13 13-49 49-72	Sandy clay loam Sandy clay loam, clay loam. Sandy clay loam, clay loam.	CL, SC CL, SC CL, SC	A-4, A-6 A-6, A-7 A-6	100 100 90-100	100 95-100 80-100	95-100 90-100 80-95	45-65 45-65 40-65	27-35 34-43 30-40	8-15 15-22 11-20
50----- Ramadero	0-21 21-65	Sandy clay loam Sandy clay loam, clay loam.	CL, SC CL, SC	A-6, A-4 A-6, A-7	100 100	100 95-100	95-100 90-100	45-65 45-65	27-39 32-42	9-18 13-21
51:* Randado-----	0-9 9-16 16-60	Fine sandy loam Fine sandy loam, sandy clay loam. Cemented-----	SM, SM-SC SC, SM-SC, GC ---	A-2-4 A-2-4, A-2-6, A-4, A-6 ---	75-100 65-100 ---	70-100 60-100 ---	70-100 60-100 ---	20-35 25-50 ---	<25 25-34 ---	HP-7 7-14 ---
Cuevitas-----	0-8 8-60	Fine sandy loam Cemented-----	SM, SM-SC, SC ---	A-2-4 ---	80-100 ---	80-100 ---	80-100 ---	20-35 ---	<28 ---	HP-9 ---
52, 53----- Raymondville	0-15 15-43 43-65	Clay loam----- Clay, clay loam Clay, clay loam	CL CL, CH CL, CH	A-6, A-7-6 A-6, A-7-6 A-7-6	100 100 100	100 95-100 85-100	95-100 95-100 80-100	51-85 75-95 75-95	37-50 38-55 40-53	18-30 19-35 20-30
54:* Raymondville----	0-15 15-43 43-65	Clay loam----- Clay, clay loam Clay, clay loam	CL CL, CH CL, CH	A-6, A-7-6 A-6, A-7-6 A-7-6	100 100 100	100 95-100 85-100	95-100 95-100 80-100	51-85 75-95 75-95	37-50 38-55 40-53	18-30 19-35 20-30
Urban land.										
55, 56----- Reynosa	0-15 15-48 48-65	Silty clay loam Silty clay loam, silt loam. Stratified silty clay loam to silt loam.	CL, CL-ML CL CL, CL-ML	A-6, A-4, A-7-6 A-6, A-4, A-7-6 A-6, A-4, A-7-6	100 100 100	100 100 100	95-100 95-100 90-100	80-100 80-100 70-100	25-45 28-44 20-49	7-25 9-23 4-29
57:* Reynosa-----	0-15 15-48 48-65	Silty clay loam Silty clay loam, silt loam. Stratified silty clay loam to silt loam.	CL, CL-ML CL CL, CL-ML	A-6, A-4, A-7-6 A-6, A-4, A-7-6 A-6, A-4, A-7-6	100 100 100	100 100 100	95-100 95-100 90-100	80-100 80-100 70-100	25-45 28-44 20-49	7-25 9-23 4-29
Urban land.										
58, 59----- Rio	0-12 12-38 38-63	Fine sandy loam Clay loam, clay Clay loam, sandy clay, sandy clay loam.	SC, SM-SC CL, CH CL	A-2-4, A-4 A-7-6 A-7-6	95-100 95-100 95-100	95-100 95-100 95-100	95-100 95-100 85-95	30-48 75-95 55-80	<30 43-57 41-50	5-10 21-32 20-27

See footnote at end of table.

TABLE 17.--PHYSICAL AND CHEMICAL PROPERTIES OF THE SOILS--Continued

Map symbol and soil name	Depth	Clay	Permeability	Available water capacity	Soil reaction	Salinity	Shrink-swell potential	Erosion factors		Organic matter
								K	T	
	In	Pct	In/hr	In/in	pH	Mhos/cm				Pct
22, 23, 24----- Hebbronville	0-17 17-58 58-65	8-15 12-18 10-17	2.0-6.0 2.0-6.0 2.0-6.0	0.07-0.14 0.11-0.17 0.11-0.17	6.6-7.8 6.6-8.4 7.9-8.4	<2 <2 <2	Low----- Low----- Low-----	0.20 0.24 0.24	5	<1
25, 26, 27----- Hidalgo	0-17 17-28 28-80	15-20 23-35 23-35	0.6-2.0 0.6-2.0 0.6-2.0	0.08-0.15 0.08-0.17 0.08-0.20	7.9-8.4 7.9-8.4 7.9-8.4	<4 <4 <4	Low----- Moderate----- Moderate-----	0.24 0.32 0.32	5	1-3
28, 29----- Hidalgo	0-17 17-28 28-80	20-30 23-35 23-35	0.6-2.0 0.6-2.0 0.6-2.0	0.08-0.17 0.08-0.17 0.08-0.20	7.9-8.4 7.9-8.4 7.9-8.4	<4 <4 <4	Moderate----- Moderate----- Moderate-----	0.32 0.32 0.32	5	1-3
30----- Hidalgo	0-17 17-28 28-80	20-30 23-35 23-35	0.6-2.0 0.6-2.0 0.6-2.0	0.01-0.13 0.01-0.13 0.01-0.15	7.9-8.4 7.9-8.4 7.9-9.0	4-16 4-16 4-16	Moderate----- Moderate----- Moderate-----	0.32 0.32 0.32	5	1-3
31:* Hidalgo	0-17 17-28 28-80	20-30 23-35 23-35	0.6-2.0 0.6-2.0 0.6-2.0	0.08-0.17 0.08-0.17 0.08-0.20	7.9-8.4 7.9-8.4 7.9-8.4	<4 <4 <4	Moderate----- Moderate----- Moderate-----	0.32 0.32 0.32	5	1-3
Urban land.										
32:* Jimenez	0-8 8-10 10-60	12-24 --- ---	0.6-2.0 --- ---	0.05-0.10 --- ---	7.9-8.4 --- ---	<2 --- ---	Low----- --- ---	0.10 --- ---	1	1-3
Quemado	0-6 6-12 12-18 18-60	10-18 18-27 --- ---	0.6-2.0 0.6-2.0 --- ---	0.09-0.13 0.05-0.10 --- ---	6.1-7.8 6.6-7.8 --- ---	<2 <2 --- ---	Low----- Low----- --- ---	0.10 0.10 --- ---	1	<1
33----- Laredo	0-14 14-65	12-35 18-35	0.6-2.0 0.6-2.0	0.15-0.22 0.13-0.20	7.9-8.4 7.9-8.4	<2 <4	Moderate----- Moderate-----	0.37 0.43	5	1-3
34----- Matamoros	0-65	35-55	0.06-0.2	0.14-0.19	7.9-8.4	<4	Very high----	0.32	5	0.5-1
35, 36, 37, 38--- McAllen	0-14 14-72	14-25 20-31	0.6-2.0 0.6-2.0	0.11-0.16 0.09-0.18	7.9-8.4 7.9-8.4	<2 <4	Low----- Low-----	0.24 0.28	5	0.5-1
39----- Mercedes	0-19 19-57 57-65	40-60 45-60 45-60	<0.06 <0.06 <0.06	0.12-0.18 0.09-0.15 0.06-0.20	7.9-8.4 7.9-9.0 7.9-9.0	<4 <8 >4	Very high---- Very high---- Very high----	0.32 0.32 0.32	5	1-3
40----- Mercedes	0-19 19-57 57-65	40-60 45-60 45-60	<0.06 <0.06 <0.06	0.02-0.12 0.02-0.09 0.02-0.07	7.9-9.0 7.9-9.0 7.9-9.0	>4 >8 >8	Very high---- Very high---- Very high----	0.32 0.32 0.32	5	1-3
41----- Mercedes	0-19 19-57 57-65	40-60 45-60 45-60	<0.06 <0.06 <0.06	0.12-0.18 0.09-0.15 0.06-0.20	7.9-8.4 7.9-9.0 7.9-9.0	<4 <8 >4	Very high---- Very high---- Very high----	0.32 0.32 0.32	5	1-3
42----- Hueces	0-29 29-72	2-12 18-34	2.0-6.0 0.2-0.6	0.05-0.10 0.12-0.17	6.1-7.3 6.6-8.4	<2 <2	Low----- Moderate-----	0.17 0.24	5	<1
43:* Hueces	0-29 29-72	2-12 18-34	2.0-6.0 0.2-0.6	0.05-0.10 0.12-0.17	6.1-7.3 6.6-8.4	<2 <2	Low----- Moderate-----	0.17 0.24	5	<1
Sarita	0-48 48-80	1-10 18-35	6.0-20 2.0-6.0	0.05-0.10 0.13-0.19	6.1-7.3 5.6-8.4	<2 <2	Low----- Moderate-----	0.17 0.24	5	0.5-1
44----- Olmito	0-47 47-65	35-55 35-55	0.2-0.6 0.06-0.2	0.13-0.18 0.06-0.18	7.9-8.4 7.9-8.4	<4 >4	Very high---- Very high----	0.32 0.32	5	1-3
45,* 46,* 47.* Pits										

See footnote at end of table.

TABLE 17.--PHYSICAL AND CHEMICAL PROPERTIES OF THE SOILS--Continued

Map symbol and soil name	Depth In	Clay Pct	Permeability In/hr	Available water capacity In/in	Soil reaction pH	Salinity Hmhos/cm	Shrink-swell potential	Erosion factors		Organic matter Pct
								K	T	
48----- Racombe	0-13 13-49 49-72	16-28 25-34 26-34	0.6-2.0 0.6-2.0 0.6-2.0	0.14-0.19 0.15-0.20 0.15-0.20	6.6-7.8 6.6-8.4 7.9-8.4	<2 <4 <4	Low----- Moderate----- Low-----	0.28 0.32 0.32	5	1-3
49----- Racombe	0-13 13-49 49-72	16-28 26-34 25-34	0.6-2.0 0.6-2.0 0.6-2.0	0.04-0.12 0.04-0.13 0.04-0.13	6.6-7.8 6.6-8.4 7.9-8.4	4-16 4-16 >4	Low----- Moderate----- Moderate-----	0.28 0.32 0.32	5	1-3
50----- Ramadero	0-21 21-65	16-34 25-34	0.6-2.0 0.6-2.0	0.14-0.19 0.15-0.20	6.6-8.4 6.6-8.4	<2 <4	Moderate----- Moderate-----	0.28 0.32	5	1-3
51: * Randado	0-9 9-16 16-60	8-18 15-25 ---	0.6-2.0 0.6-2.0 ---	0.10-0.14 0.12-0.16 ---	6.6-7.8 6.6-7.8 ---	<2 <2 ---	Low----- Low----- ---	0.24 0.28 ---	1	<1
Cuevitas-----	0-8 8-60	7-18 ---	0.6-2.0 ---	0.10-0.14 ---	6.6-7.8 ---	<2 ---	Low----- ---	0.20 ---	1	0.5-1
52----- Raymondville	0-15 15-43 43-65	32-42 35-50 35-45	0.2-0.6 0.06-0.2 0.06-0.2	0.12-0.18 0.10-0.18 0.10-0.18	7.9-8.4 7.9-8.4 7.9-8.4	<4 <4 <4	High----- High----- High-----	0.32 0.32 0.32	5	1-3
53----- Raymondville	0-15 15-43 43-65	32-42 35-50 35-45	0.2-0.6 0.06-0.2 0.06-0.2	0.04-0.11 0.04-0.11 0.04-0.11	7.9-8.4 7.9-8.4 7.9-8.4	4-16 4-16 >4	High----- High----- High-----	0.28 0.28 0.32	5	1-3
54: * Raymondville	0-15 15-43 43-65	32-42 35-50 35-45	0.2-0.6 0.06-0.2 0.06-0.2	0.12-0.18 0.10-0.18 0.10-0.18	7.9-8.4 7.9-8.4 7.9-8.4	<4 <4 <4	High----- High----- High-----	0.32 0.32 0.32	5	1-3
Urban land.										
55----- Reynosa	0-15 15-48 48-65	15-30 18-35 18-35	0.6-2.0 0.6-2.0 0.6-2.0	0.18-0.24 0.15-0.24 0.12-0.22	7.9-8.4 7.9-8.4 7.9-8.4	<2 <4 <4	Moderate----- Moderate----- Low-----	0.37 0.43 0.43	5	0.5-1
56----- Reynosa	0-15 15-48 48-65	15-30 18-35 18-35	0.6-2.0 0.6-2.0 0.6-2.0	0.05-0.15 0.04-0.14 0.04-0.14	7.9-8.4 7.9-8.4 7.9-8.4	4-16 4-16 4-16	Moderate----- Moderate----- Low-----	0.37 0.43 0.43	5	0.5-1
57: * Reynosa	0-15 15-48 48-65	15-30 18-35 18-35	0.6-2.0 0.6-2.0 0.6-2.0	0.18-0.24 0.15-0.24 0.12-0.22	7.9-8.4 7.9-8.4 7.9-8.4	<2 <4 <4	Moderate----- Moderate----- Low-----	0.37 0.43 0.43	5	0.5-1
Urban land.										
58----- Rio	0-12 12-38 38-63	12-20 35-50 30-40	2.0-6.0 0.06-0.2 0.2-0.6	0.14-0.18 0.13-0.18 0.12-0.17	6.6-7.8 7.4-8.4 7.9-8.4	<4 <4 <4	Low----- Moderate----- Moderate-----	0.24 0.32 0.32	5	1-3
59----- Rio	0-12 12-38 38-63	12-20 35-50 30-40	2.0-6.0 0.06-0.2 0.2-0.6	0.04-0.12 0.04-0.11 0.04-0.10	6.6-7.8 7.4-8.4 7.9-8.4	4-16 4-16 >4	Low----- Moderate----- Moderate-----	0.24 0.32 0.32	5	1-3
60----- Rio	0-12 12-38 38-63	20-35 35-50 30-40	0.6-2.0 0.06-0.2 0.2-0.6	0.15-0.20 0.13-0.18 0.12-0.17	6.6-7.8 7.4-8.4 7.9-8.4	<4 <4 <4	Moderate----- Moderate----- Moderate-----	0.32 0.32 0.32	5	1-3
61----- Rio	0-12 12-38 38-63	20-35 35-50 30-40	0.6-2.0 0.06-0.2 0.2-0.6	0.04-0.12 0.04-0.11 0.04-0.10	6.6-7.8 7.4-8.4 7.9-8.4	4-16 4-16 >4	Moderate----- Moderate----- Moderate-----	0.32 0.32 0.32	5	1-3
62----- Rio Grande	0-8 8-65	9-18 9-18	2.0-6.0 2.0-6.0	0.13-0.24 0.13-0.24	7.9-8.4 7.9-8.4	<4 <4	Low----- Low-----	0.49 0.49	5	0.5-1

See footnote at end of table.

TABLE 18.--SOIL AND WATER FEATURES

["Flooding" and "water table" and terms such as "rare," "brief," "apparent," and "perched" are explained in the text. The symbol > means more than. Absence of an entry indicates that the feature is not a concern]

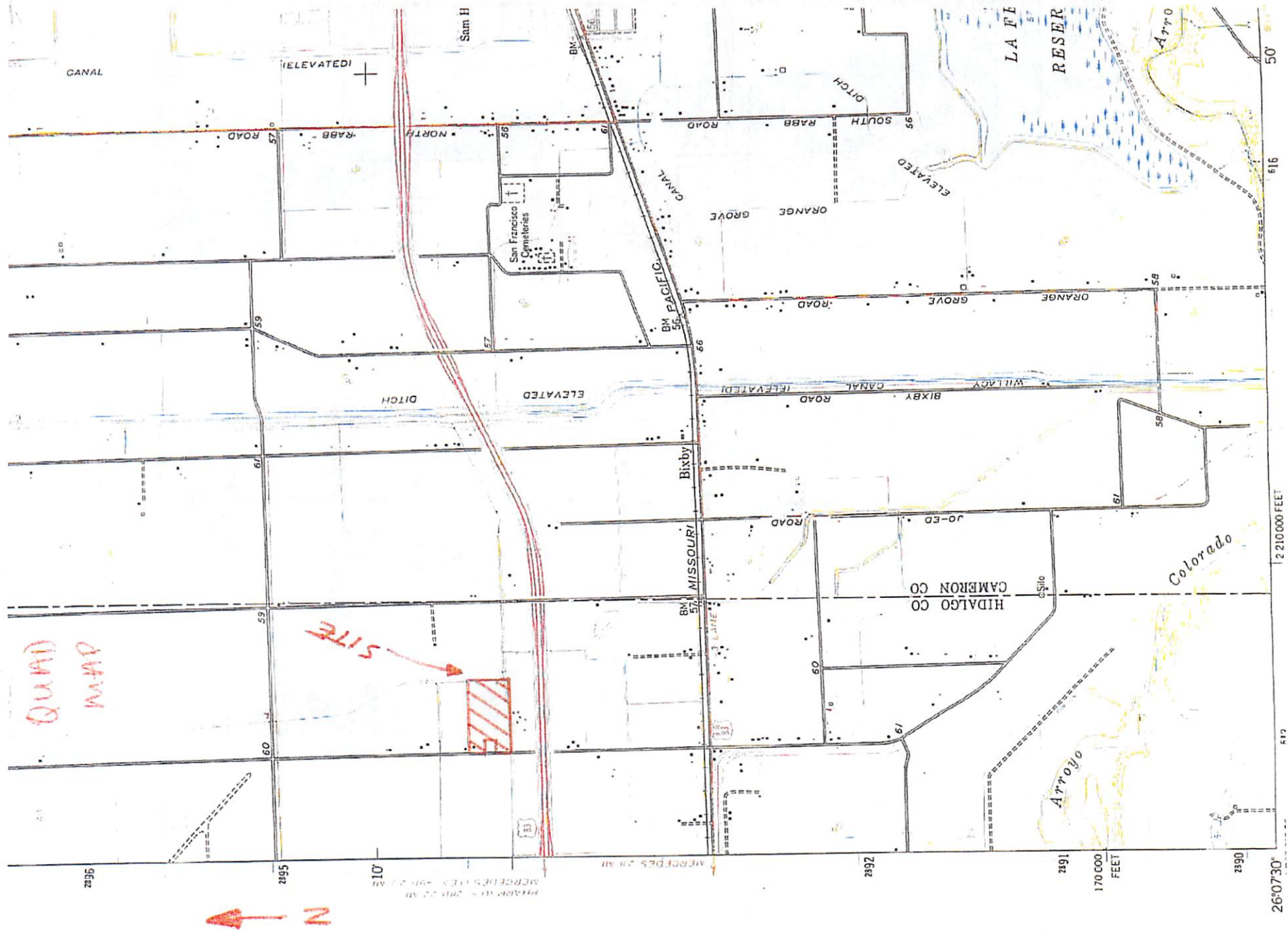
Map symbol and soil name	Hydro-logic group	Flooding			High water table			Cemented pan		Risk of corrosion	
		Frequency	Duration	Months	Depth	Kind	Months	Depth	Hardness	Uncoated steel	Concrete
1.* Arents					<u>Ft</u>			<u>In</u>			
2----- Benito	D	Occasional	Long-----	Sep-May	4.0-6.0	Apparent	Sep-May	---	---	High-----	Low.
3, 4----- Brennan	B	None-----	---	---	>6.0	---	---	---	---	Moderate	Low.
5, 6----- Camargo	B	Rare-----	Brief-----	Sep-May	>6.0	---	---	---	---	Moderate	Low.
7----- Cameron	D	None-----	---	---	5.0-6.0	Apparent	Sep-May	---	---	High-----	Low.
8----- Comitas	A	None-----	---	---	>6.0	---	---	---	---	Low-----	Low.
9, 10, 11----- Delfina	B	None-----	---	---	2.5-5.0	Apparent	Sep-May	---	---	High-----	Low.
12----- Delmita	C	None-----	---	---	>6.0	---	---	20-40	Thin	Moderate	Low.
13:* Delmita	C	None-----	---	---	>6.0	---	---	20-40	Thin	Moderate	Low.
----- Randado	C	None-----	---	---	>6.0	---	---	8-20	Thin	Moderate	Low.
14----- Falfurrias	A	None-----	---	---	>6.0	---	---	---	---	Low-----	Low.
15**----- Grulla	D	Frequent-----	Very long	Sep-May	+2-6.0	Apparent	Sep-May	---	---	High-----	Low.
16, 17, 18----- Hargill	B	None-----	---	---	>6.0	---	---	---	---	High-----	Low.
19----- Harlingen	D	None-----	---	---	>6.0	---	---	---	---	High-----	Low.
20----- Harlingen	D	None-----	---	---	5.0-6.0	---	---	---	---	High-----	Moderate.
21:* Harlingen	D	None to rare	---	---	>6.0	---	---	---	---	High-----	Low.
----- Urban land.											
22, 23, 24----- Hebbronville	B	None-----	---	---	>6.0	---	---	---	---	Low-----	Low.
25, 26, 27, 28, 29----- Hidalgo	B	None-----	---	---	>6.0	---	---	---	---	High-----	Low.
30----- Hidalgo	B	None-----	---	---	2.5-5.0	Apparent	Sep-May	---	---	High-----	Low.
31:* Hidalgo	B	None-----	---	---	>6.0	---	---	---	---	High-----	Low.
----- Urban land.											
32:* Jimenez	C	None-----	---	---	>6.0	---	---	7-20	Thin	High-----	Low.

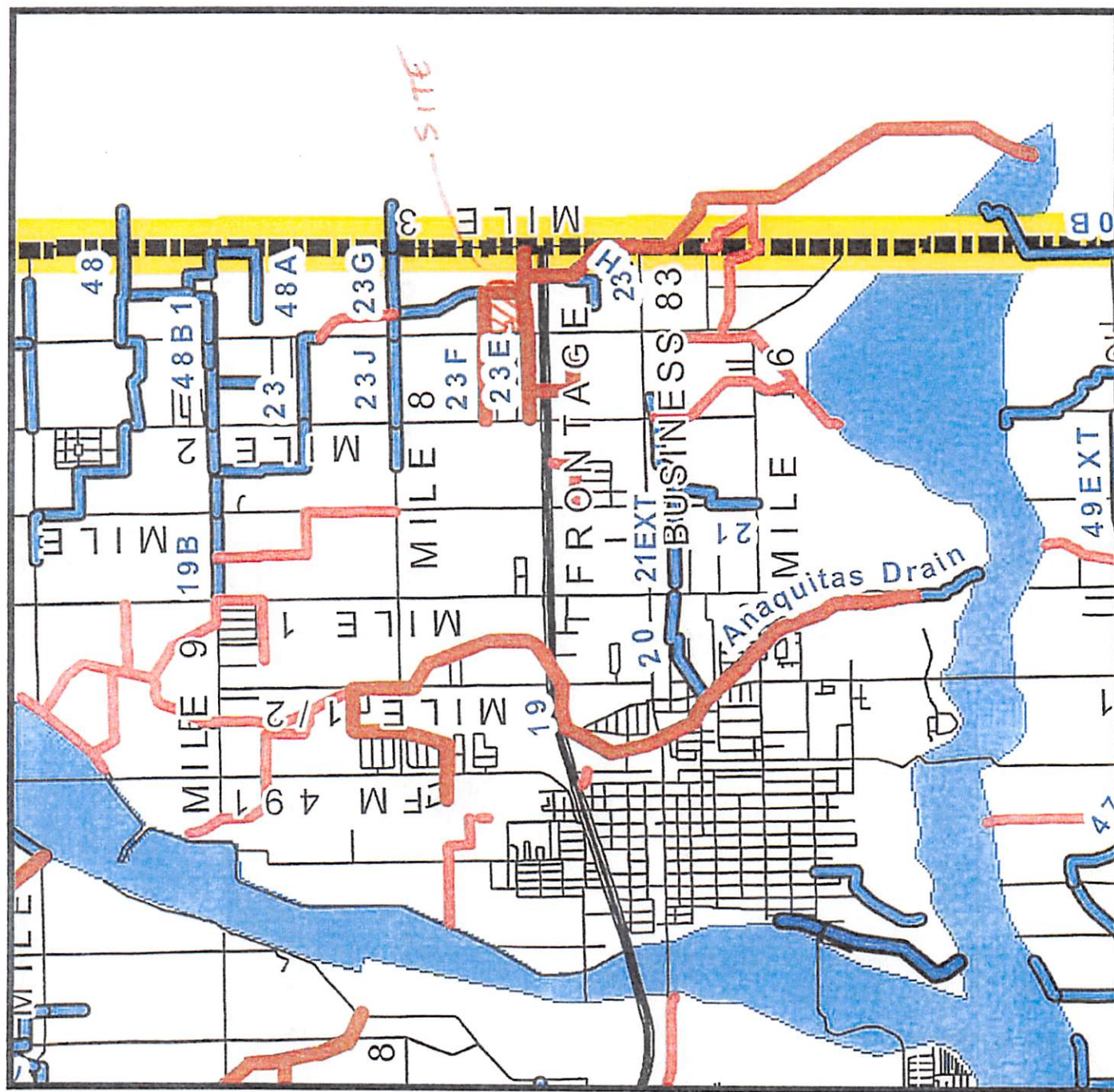
See footnotes at end of table.

TABLE 18.--SOIL AND WATER FEATURES--Continued

Map symbol and soil name	Hydro-logic group	Flooding			High water table			Cemented pan		Risk of corrosion	
		Frequency	Duration	Months	Depth	Kind	Months	Depth	Hardness	Uncoated steel	Concrete
					<u>Ft</u>			<u>In</u>			
32:* Quemado-----	C	None-----	---	---	>6.0	---	---	10-20	Thin	Moderate	Low.
33----- Laredo	B	None-----	---	---	>6.0	---	---	---	---	High-----	Low.
34----- Matamoros	C	Occasional	Long-----	Sep-May	>6.0	---	---	---	---	High-----	Low.
35, 36, 37, 38----- McAllen	C	None-----	---	---	>6.0	---	---	---	---	High-----	Low.
39, 40, 41----- Mercedes	D	None-----	---	---	>6.0	---	---	---	---	High-----	Low.
42----- Nueces	C	None-----	---	---	>6.0	---	---	---	---	Moderate	Low.
43:* Nueces-----	C	None-----	---	---	>6.0	---	---	---	---	Moderate	Low.
Sarita-----	A	None-----	---	---	>6.0	---	---	---	---	Low-----	Low.
44, 44----- Olmito	D	None-----	---	---	>6.0	---	---	---	---	High-----	Low.
45,* 46,* 47.* Pits											
48----- Racombes	B	Rare-----	---	---	>6.0	---	---	---	---	High-----	Low.
49----- Racombes	B	Rare-----	---	---	1.5-4.5	Apparent	Sep-May	---	---	High-----	Low.
50----- Ramadero	B	Common-----	Brief-----	Sep-May	>6.0	---	---	---	---	High-----	Low.
51:* Randado-----	C	None-----	---	---	>6.0	---	---	8-20	Thin	Moderate	Low.
Cuevitas-----	D	None-----	---	---	>6.0	---	---	8-14	Thin	Moderate	Low.
52----- Raymondville	D	None-----	---	---	>6.0	---	---	---	---	High-----	Low.
53----- Raymondville	D	None-----	---	---	2.5-4.5	Apparent	Sep-May	---	---	High-----	Low.
54:* Raymondville----- Urban land.	D	None-----	---	---	>6.0	---	---	---	---	High-----	Low.
55----- Reynosa	B	None-----	---	---	>6.0	---	---	---	---	High-----	Low.
56----- Reynosa	B	None-----	---	---	1.5-4.5	Apparent	Sep-May	---	---	High-----	Low.
57:* Reynosa----- Urban land.	B	None-----	---	---	>6.0	---	---	---	---	High-----	Low.
58** Rio	D	Frequent-----	Long-----	Sep-May	+2-6.0	Apparent	Sep-May	---	---	High-----	Low.
59** Rio	D	Frequent-----	Long-----	Sep-May	+2-4.5	Apparent	Sep-May	---	---	High-----	Low.

See footnotes at end of table.





H.C. D.D. No. 1.

TABLE I
TIME OF CONCETRATION DETERMINANTION
MIRASOL COUNTRY ESTATES

COMPUTATION POINT	DESCRIPTION OF RUNOFF MEDIUM	OVERLAND FLOW				CHANNEL, PIPE, STREET, ETC. FLOW					
		C	LENGTH (FT.)	GRADE (%)	TIME (MIN)	WIDTH/DIA. (FT)	GRADE (%)	LENGTH (FT)	VELOCITY (FPS)	TIME (MIN)	TOTAL TIME (MIN)
D.A. No. 1	Overland & Gutter	0.48	150		16.67			350.00	0.40	14.58	31.25
D.A. No. 1 - D.A. No. 2	Pipe Flow	0.48						59.00	3.00	0.33	31.58
D.A. No. 2	Overland & Gutter	0.48	150		16.67			350.00	0.40	14.58	31.25
D.A. No. 2 - D.A. No. 3	Pipe Flow	0.48						262.00	3.00	1.46	32.71
D.A. No. 3	Overland & Gutter	0.48	150		16.67			350.00	0.40	14.58	31.25
D.A. No. 3 - OUTFALL	Pipe Flow	0.48						187.00	3.00	1.04	32.29
D.A. No. 4	Overland & Gutter	0.48	150		16.67			350.00	0.40	14.58	31.25
D.A. No. 4- D.A. No. 5	Pipe Flow	0.48						57.00	3.00	0.32	31.57
D.A. No. 5	Overland & Gutter	0.48	150		16.67			350.00	0.40	14.58	31.25
D.A. No. 5 - D.A. No. 6	Pipe Flow	0.48						262.00	3.00	1.46	32.71
D.A. No. 6	Overland & Gutter	0.48	150		16.67			350.00	0.40	14.58	31.25
D.A. No. 6 - OUTFALL	Pipe Flow	0.48						188.00	3.00	1.04	32.29
D.A. No. 6	Overland & Gutter	0.48	150		16.67			350.00	0.40	14.58	31.25
D.A. No. 6 - OUTFALL	Pipe Flow	0.48						188.00	3.00	1.04	32.29

STATE OF TEXAS
ALFONSO QUINTANILLA
95534
PROFESSIONAL ENGINEER

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

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



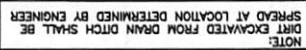
G-10-24

TABLE IA
FLOWRATE DETERMINANTION
MIRASOL COUNTRY ESTATES

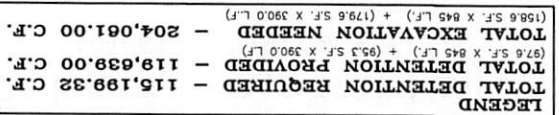
[illegible]

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

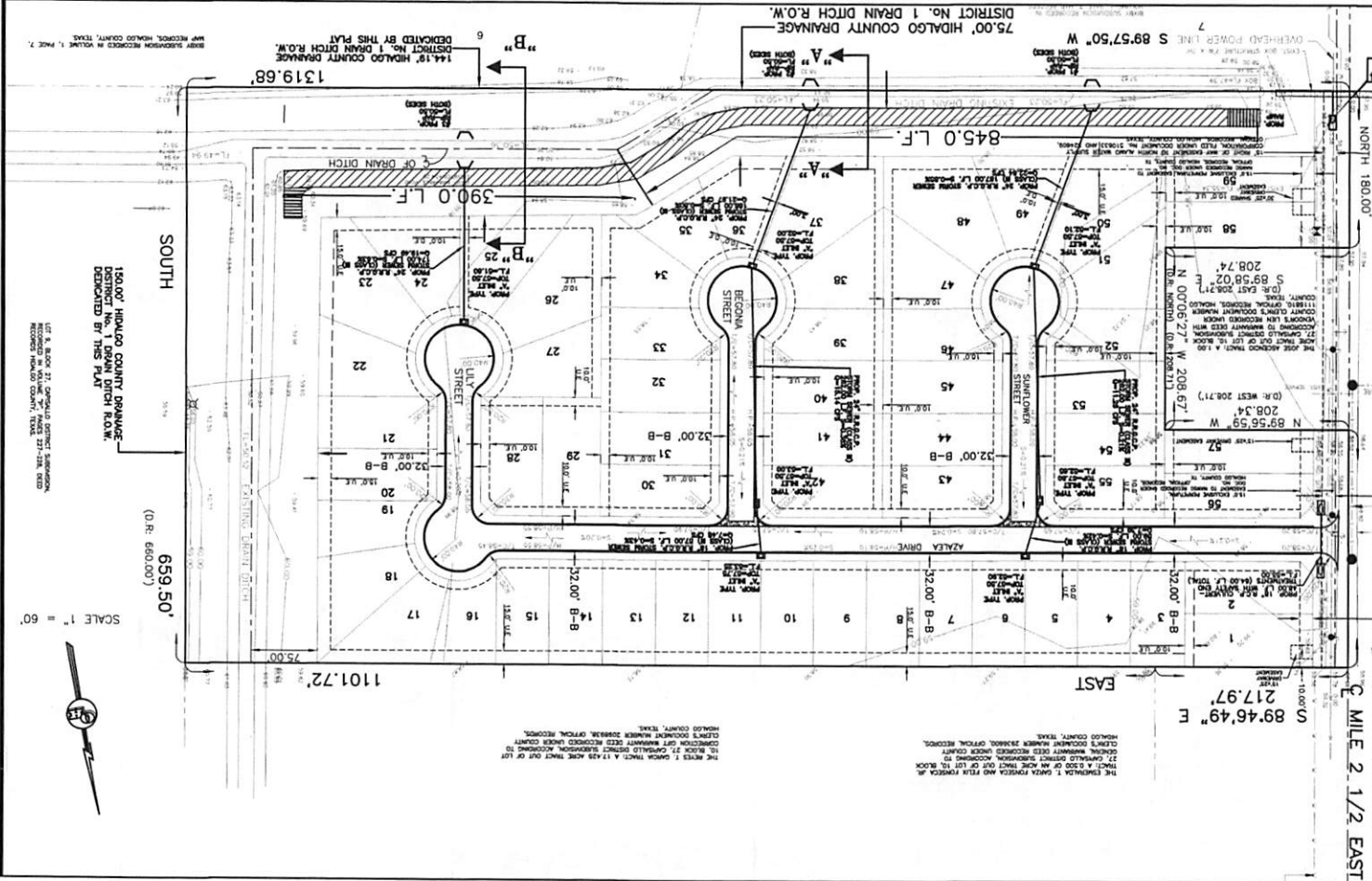
$$I = \frac{b}{(T_c + d)e}$$



NOTE:
DIRT EXCAVATED FROM DRAIN DITCH SHALL BE
SPREAD AT LOCATION DETERMINED BY ENGINEER



LEGEND	
-	TOTAL DETENTION REQUIRED
-	TOTAL DETENTION PROVIDED
-	TOTAL EXCAVATION NEEDED



1800' HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 DRAIN DITCH R.O.W. DEPOSITED BY THIS PLAT.

SCALE 1" = 60'

C. MILE 2. 1/2 EAST

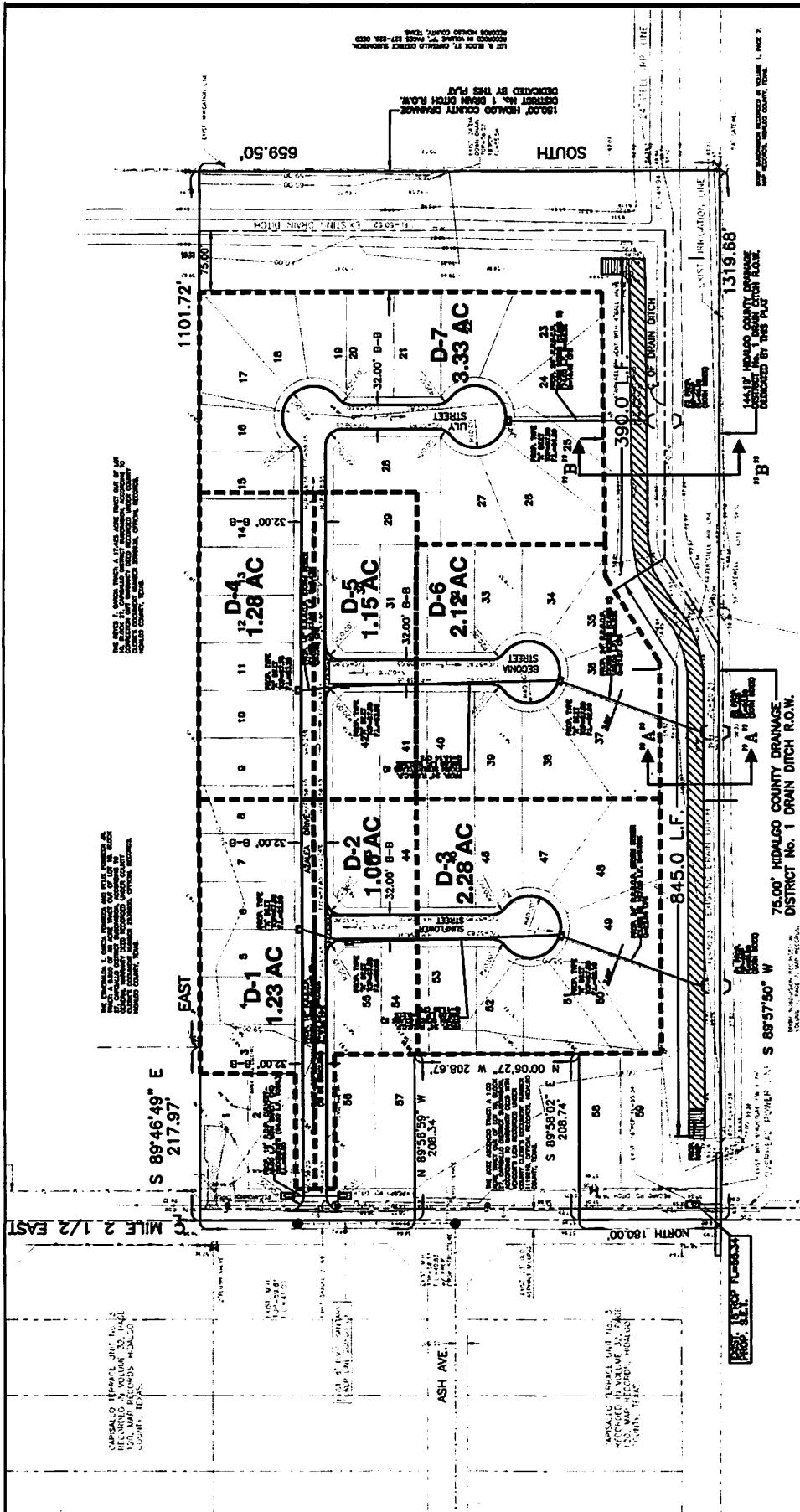
TANILLA, HEADLEY AND ASSOCIATES, INC.

CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURGH, TEXAS 78539
ENGINEERING REGISTRATION NUMBER 7-1513
ARCHITECT REGISTRATION NUMBER 10041-00

LAND SURVEYORS
PHONE 955-261-6480
FAX 955-261-0527
AUTONISO@CH2M-ENG.COM

MIRASOL COUNTRY ESTATES
PAVING AND DRAINAGE LAYOUT

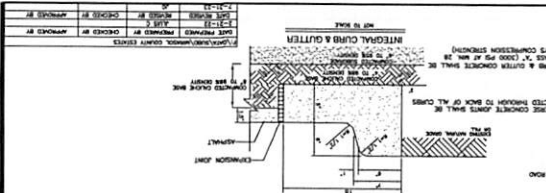
DATE	12-01-2021
REVISION	
SCALE	1"=40'
DRAWN BY	O. ARDA
SHEET	

[illegible][illegible]

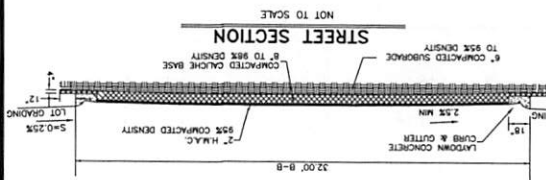


MIRASOL COUNTRY ESTATES
PAVING AND DRAINAGE LAYOUT

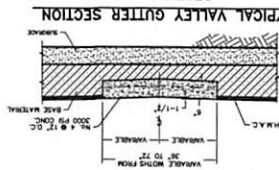
FORM NO.	
DATE	12-01-2021
REVISION	
SCALE	1"=40'
DRAWN BY	JO
CHECKED	



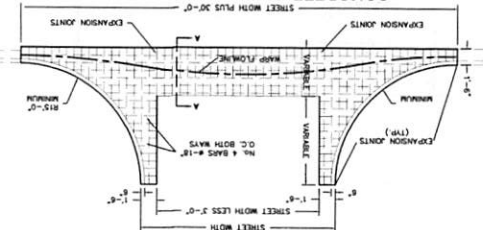
STREET SECTION



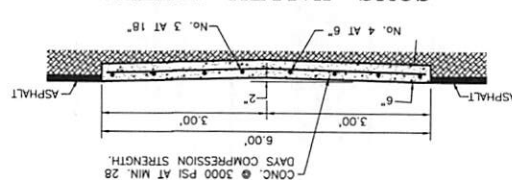
SECTION A-A



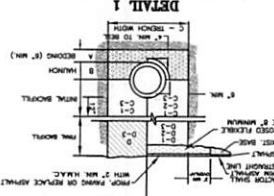
CONCRETE VALLEY GUTTER DETAIL



CONC. VALLEY GUTTER



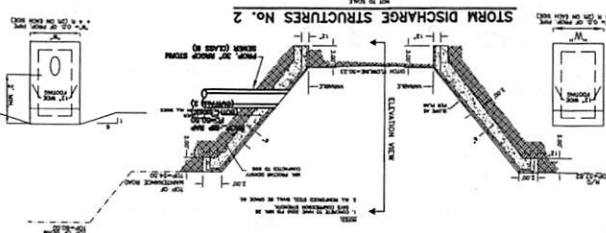
STORM TRENCH BEDDING AND BACKWILL DETAILS



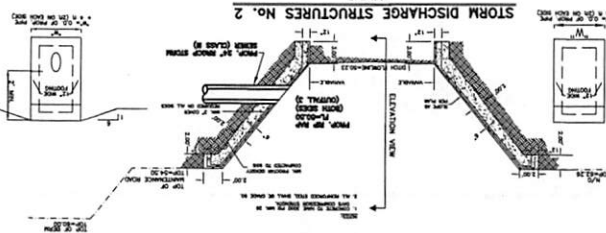
PAVED SECTIONS

PAVED SECTIONS

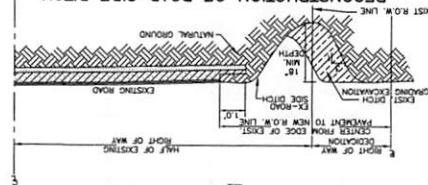
STORM DISCHARGE STRUCTURES No. 2



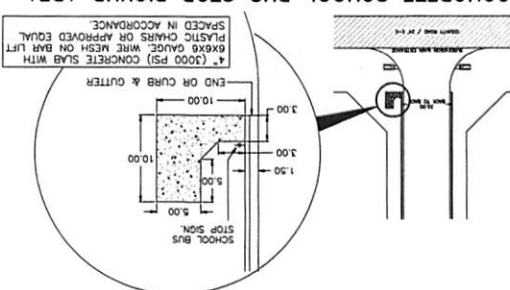
STORM DISCHARGE STRUCTURES No. 2



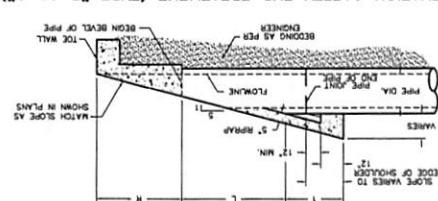
RECONSTRUCTION OF ROAD SIDE DITCH



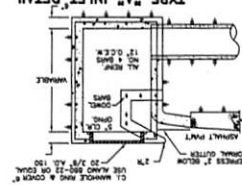
CONCRETE SCHOOL BUS STOP PICKUP AREA



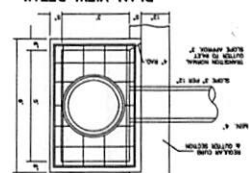
ELEVATION SAFETY END TREATMENT (TYPE "P OR C")

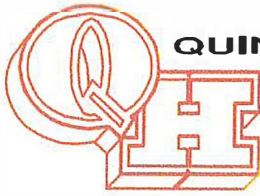


TYPE A INLET DETAIL



PLAN VIEW DETAIL





Consulting Engineers ★ Land Surveyors

Alfonso Quintanilla, P.E. # 95534 R.P.L.S. #4856 Eulalio Ramirez, P.E. # 77062
Engineering Firm Registration No. F-1513
Surveying Firm Registration No. 100411-00
Municipal & County Projects ★ Subdivisions ★ Surveys

July 30, 2024

Mr. Javier Ramirez
Assistant City Manager
400 S. Ohio Ave.
Mercedes, Texas 78570

Re: Mirasol Country Estates

Dear Mr. Ramirez,

On behalf of the developer, I am hereby requesting the following variances:

- 1) Minimum Front Lot Dimension for Lots 1, 16-19, 22-27, 34-38, 47-51, 56-59
[Lot size less than 50-ft. minimum for referenced lots.](#)
- 2) Minimum Side Building Setback: Required 7.0', proposed 5.0'
[Minimum setback requirement to mitigate fire hazard.](#)
- 3) No voluntary annexation [In the absence of annexation, zoning rules such as type of homes would not apply. Mixes uses \(ie. mobile homes, multi-family\)](#)
- 4) Cul-de-sac length
[Recent City Council Ordinance requirements.](#)
- 5) Escrow to widen Mile 2 ½ East Road

Please present this subdivision and variances on the agenda of the Planning and Zoning Commission and City Commission for consideration and approval.

Should you have any questions, please feel free to call me at (956) 381-6480.

Respectfully,

Alfonso Quintanilla, P.E., R.P.L.S.
Project Engineer

June 3, 2024

Javier Ramirez, Assistant City Manager
City of Mercedes
400 S. Ohio
Mercedes, Texas 78570

RE: Mirasol Country Estates – Review Comments
A 19.00 acre tract of land out of Lot 10, Block 27, Capisallo District Subdivision, as recorded in Vol. P. Pg. 227-228, Deed Records Hidalgo County, Texas, Mercedes, Texas

Dear Mr. Ramirez,

The following comments for the above-referenced subdivision are provided for your consideration based on plans dated March 27, 2024:

The following comments for the above-referenced subdivision are provided for your use on behalf of the City of Mercedes, based on plans dated February 15, 2024:

Subdivision Plat Format Findings:

1. Provide frontage for all lots on internal streets, Lots 1, 57, 58 and 59 do not comply.
2. Show/Re-Submit proposed street names, to be approved by Fire Marshal's office.
3. Verify compliance with minimum lot widths for Lots 17, 18, 24-16, 34-38 and 47-51
4. Verify accuracy of curve data table including arc lengths and chords.
5. Residential – Cul-de-Sac minimum diameter of 100-ft. right-of-way/Connect each with perpendicular street (Ord. No. 2022-18).
6. Corner clip to be 30-ft. x 30-ft. at intersection of Mile 2 ½ East.
7. Missing Precinct information on ETJ statement.
8. Correct side setback note to indicate 7-ft. minimum.
9. Relocate fire hydrant from between lots 52/53 to between lots 54/55, subject to fire marshal approval.
10. Relocate fire hydrant from lot 42 to between lots 41/42, subject to fire marshal approval.
11. Relocate fire hydrant from between lots 27/28 to between lots 28/29, subject to fire marshal approval.
12. Add note indicating TxDOT permit required for access along TxDOT right-of-ways.
13. Add note indicating no access to Mile 2 ½ directly from any adjacent lots, see note 1 above.
14. Add note stating all construction shall comply with Stormwater Pollution Prevention Plan (SW3P) requirements.
15. Provide request for voluntary annexation.
16. Provide discharge permit from Hidalgo County Drainage District #1/Irrigation District (if applicable).
17. Provide Engineer's cost estimate for improvements prior to construction of subdivision.
18. See additional comments by Planning Department.

Water Distribution System Findings:

1. Water service to be provided by North Alamo Water Supply Corporation.
2. Fire hydrant spacing to be revised to provide adequate coverage or as deemed necessary by the Fire Marshal's office.
3. Water meters to be located outside of paved areas.
4. Submit permit application (City, County and/or State) for all street crossings/use of right-of-ways.
5. Submit traffic control plan for street closures/detours in accordance with TMUTCD guidelines – schedule to be approved by the City of Mercedes.
6. Provide profiles showing crossings between water lines and sanitary sewer lines on final construction plans.
7. All construction to meet City of Mercedes and TCEQ requirements and standards.

Sanitary Sewer Collection System:

1. Sanitary sewer service to be provided by City of Mercedes.
2. All sewer services to be 4-inch SDR26.
3. Verify existing sanitary sewer – exists along Mile 2 ½ East.
4. Provide profiles showing crossings between sanitary sewer lines and water lines on final construction plans.
5. Provide trench safety details on final construction plans.
6. Show boring of sewer lines at all street crossings, including steel casing.
7. All permitted open cuts shall be repaired with a minimum of 8-ft. wide asphalt patch, with minimum 2" HMAC, 8-inch compacted flexible base and 6-inch compacted subgrade.
8. Submit permit application (City, County and/or State) for all street crossings/use of right-of-ways.
9. Submit traffic control plan for street closures/detours in accordance with TMUTCD guidelines – schedule to be approved by the City of Mercedes.
10. Reimbursement required for existing infrastructure, including lift station.
11. All construction to meet City of Mercedes and TCEQ requirements and standards.

Paving and Drainage Findings:

1. Provide design for subdivision perimeter screening per requirements.
2. Provide 15-ft. minimum easement for drain line along Lots 25, 36 and 49.
3. Indicate drainage flow direction and elevations along curb, may require additional curb inlets.
4. Provide escrow funds to widen Mile 2 ½ East, including curb & gutter and drainage.
5. Provide 6-ft. valley gutters at all intersections with overland flow.
6. Residential, Provide 5-ft. sidewalk along perimeter of subdivision during *subdivision construction*, including ADA handicap ramps.
7. Residential, Provide signage plan for approval.
8. Provide lighting plan for approval.
9. Provide all required storm water discharge permits *prior to construction of subdivision*.
10. Discharge permit required with the City of Mercedes.
11. Provide Stormwater Pollution Prevention Plan (SW3P) details.
12. Identify/Verify all existing public/private utilities prior to construction.
13. All construction to meet City of Mercedes requirements and standards.

General:

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

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

Should you have any questions, or require additional information, please do not hesitate to call

Sincerely,

A handwritten signature in blue ink that reads "Israel Posadas". The signature is written in a cursive, flowing style.

Israel Posadas, P.E.
President

Ordinances/Resolution

DATE: September 17, 2024
FROM: Adrian Perez, Planning Director
ITEM: **KMB Updated By-Laws**

BACKGROUND INFORMATION:

The "Keep Mercedes Beautiful" committee has collaborated effectively to revise the bylaws, enhancing the committee's operations and structure. Committee has revised the bylaws, making specific changes to clarify and be more precise about the language and intent.

ATTACHMENTS:

- Updated By-Laws

Staff Recommendation: Approval.



Keep Mercedes Beautiful Committee Manual

Approved by Keep Mercedes Beautiful Committee: March 18, 2024
Adopted by City Commission: March 18, 2024

SECTION 1
KEEP MERCEDES BEAUTIFUL COMMITTEE

1. **AUTHORITY:** Created by Ordinance #2010-09, adopted by the City Commission on May 18, 2010. Ordinance #2016-15 repealed by Ordinance #2010-09 in its entirety and re-establishing Keep Mercedes Beautiful Committee, adopted by City Commission on October 18, 2016.
2. **PURPOSE OF THE COMMITTEE:** Specific functions and responsibilities of the Keep Mercedes Beautiful Committee are outlined in Section 2 of this manual. The overall purposes of the Committee are to:
 - a. Assist the City Commission in establishing a citywide policy and ordinance(s) for decreasing the amount of litter in the city
 - b. **Clean** – removing litter from neighborhoods, waterways, and public spaces in collaboration with the community while raising awareness about the impact of litter.
 - c. **Beautify** – building vibrant sustainable communities by empowering neighbors to beautify and restore public spaces.
 - d. **Recycle** – cultivating waste reduction practices in order to divert waste from landfills and educating the public about available recycling options.
 - e. **Educate** – leading presentations, service-learning projects, and awareness campaigns to nurture environmental consciousness and sustainability.
 - f. **Recognize** – honoring the most outstanding environmental efforts of individuals, schools, and organizations.
 - g. **Encourage** – youth to serve their communities through service and volunteer work
 - e. Monitor City performance from data collected and examined under the Keep America Beautiful, Inc. Affiliate System guidelines and make an annual report to the City Commission; and
 - f. Carry out such other tasks as the City Commission may designate.
3. **MEMBERSHIP COMPOSITION:** The Committee shall *not be less than eleven (11) and not more than fifteen (15)*, each to be a resident of the City of Mercedes, or work in or operate a business in the city, and shall be at least eighteen (18) years of age, and of good moral character and standing in the community. The Mayor and City Commissioners shall be ex-officio members of the Committee. The Planning Director *and KMB City Staff Liaison* shall be staff members and also ex-officio members of the Committee.
 - a. **APPOINTMENT:** With the recommendation of the Keep Mercedes Beautiful Committee, Members shall be appointed by the Mayor and members of the City Commission.
 - b. **TERM OF MEMBERS:** Members may serve two consecutive two (2) year terms for a maximum of 4 years. An extension of term can be extended on approval by the KMB Committee.

- c. **ATTENDANCE:** A member must attend 80% of meetings and 50% of special projects or events. Participation in at least one (1) committee is mandatory. KMB Members can attend a meeting via electronic meeting system. (Planning Committee, Beautification & Community Improvement, Community Leadership & Coordination, and Education Committee)
- d. **PRESIDING OFFICER:** The Committee shall annually select within the City's fiscal year, by majority vote of members present, a chairperson, a vice chairperson, treasurer, and a secretary. The chairperson may be re-elected for not more than one additional consecutive year. The vice chairperson shall preside at meetings in the absence of the chairperson. The treasurer shall monitor and report KMB's current financial status. The secretary shall keep the Committee minutes.

Chairperson - The Chairperson shall preside over all of the business affairs of the KMB Organization, including regular or special committee meetings. Minutes have to be approved by the committee, then Chairperson shall sign all meeting minutes as finalized and presented by the Secretary.

Vice-Chairperson - In the absence of the Chairperson, the Vice-Chairperson shall perform the duties of the Chairperson, and when so acting, shall assume all of the duties of the Chairperson. The Vice-Chairperson shall perform other duties as from time to time may be assigned by the Chairperson. The Vice-Chairperson will oversee KMB membership. The Vice-Chairperson shall sign and approve all meeting minutes as finalized and presented by the Secretary.

Treasurer - The Treasurer shall work closely with the City Staff Liaison on, reviewing KMB funding, review and implement procurement processes and procedures, track expenditures, and assist with securing required documentation needed involving funding. The Treasurer shall also present a current budget at each regularly scheduled KMB meeting.

Secretary - The Secretary shall assist the Chairperson in keeping the minutes of the KMB meetings, and such other duties as from time to time may be assigned. The secretary will also track and monitor attendance at meetings and events.

4. **MEMBERSHIP TERMINATION:** Membership on the Committee may be terminated before expiration of the appointment under the following conditions:

- a. **RESIGNATION:** A member may submit in writing to the Planning Director's Office of his or her resignation for any reason considered appropriate by the resigning member. A copy of the letter of resignation will be provided to the Committee.
- b. **FORFEITURE:** An appointee may forfeit his or her membership if such appointee fails to attend 80% of meetings and/or 50% of scheduled events in a calendar year. A written request can be submitted to the KMB Committee if extenuating circumstances occur.

5. FILLING VACANCIES: Whenever a vacancy exists, the Planning Director shall ensure that notice of vacancy is posted on the City Hall Public Board and KMB Website until vacancy has been filled.

6. MEETINGS:

a. QUORUM: A simple” half plus one” majority shall constitute a quorum for conducting official Committee business at a regular meeting. A majority vote of quorum or a majority vote of members present, whichever is greater, shall determine all Committee recommendations and actions. The chairperson shall vote as a member of the Committee. A tie vote constitutes no action.

b. KMB CITY STAFF LIAISON: shall archive approved minutes, develop agenda notice and Committee packet. The packet shall be provided to city staff members with all information for review and comment. Upon approval the KMB City Staff Liaison shall be responsible for posting the public hearing notice and agenda on the City’s website and emailing the Committee packet to all Committee members.

c. CITY STAFF: All meetings shall be attended by the Planning Director or designated representative(s). Staff members may provide information required by the Committee in the conduct of its official functions and within the scope of its responsibilities. City staff members shall post the public hearing notice, as provided by the city liaison, at city hall.

Neither the Planning Director nor any city staff member shall have a vote on any question considered by the Committee.

d. Robert’s Rules of Order (newest version) shall be observed in the conduct of all Committee meetings.

e. REGULAR MEETINGS: The Committee shall convene as needed, but not less than once a quarter. The date and times are established to be the third Monday of each month in which the Committee has business to conduct. From time to time, the date and location may be changed at the convenience of the membership or based on availability of facilities. Any permanent change in meeting date and time will be voted upon by the Committee membership.

f. SPECIAL MEETINGS: The Committee may hold such special meetings as deemed necessary in the conduct of its business. Such special meetings may be called by the Chairperson or at the request of four or more Committee Members.

g. PUBLIC NOTICE OF MEETINGS: All meetings of the Committee shall be open to the public. The Planning Director or designated representative(s) shall ensure that notice of all meetings — citing date, time, place, and subjects to be considered — is posted on the City Hall bulletin Committee and City Website not later than 72 hours prior to the meeting.

SECTION 2
FUNCTIONS AND RESPONSIBILITIES

1. **GENERAL FUNCTIONS:** Generally, the Committee's function and responsibility is to educate and engage citizens to take responsibility for improving their community environment. They are expected to provide a link between the citizens of the community, elected officials of the City, and the professional staff of the Planning, Code Enforcement and Public Works Department. The Committee shall act in a review and advisory capacity. The Planning Director shall consider all recommendations and within the scope of the City fiscal and management policies, carry out such recommendations within that context.
2. **THE COMMITTEE'S ACTION INSTRUMENT:** The Committee shall express its consensus on such various questions concerning operating policies, projects and programming, budgetary considerations and other significant propositions it deems proper by way of a formal recommendation to City Commission.
3. **KMB COMMUNITY COLLABORATION:**
 - a. It shall be the responsibility of all KMB members of the Committee to actively seek out the opinions, needs, and desires of the public regarding recycling, solid waste reduction, beautification and litter reduction and to convey these opinions to the Committee and the Planning Director.
 - b. To effectively carry out this responsibility it is necessary that all Board Committee members participate as fully as possible in all Committee meetings and outside functions. The Planning Director or designated representative(s) shall maintain a calendar of events to keep the Committee abreast of the plans and programs projected or under study.
 - c. The Committee may, as it deems proper, from time to time, invite interested individuals and/or groups to attend Committee meetings and to present appropriate suggestions and/or recommendations.
 - d. From these inputs the Planning Director shall, within the constraints of City fiscal and management policy, attempt to incorporate those suggestions and/or recommendations into the existing system or into future plans, providing that such suggestions or recommendations are, in the opinion of the Committee, feasible and acceptable.
4. **KMB Programs are divided into four major committees:**

Planning Committee – Members are the Chair, Vice-Chair, Secretary and Treasurer of KMB plus a city representative

 - a. Set the agenda for all Committee meetings
 - b. Review all questions, concerns, and grievances brought to KMB
 - c. Oversee the finances of KMB
 - d. Make recommendations to the Committee

Beautification and Community Improvement Committee

 - a. Community garden supervision
 - b. City Parks development and maintenance
 - c. Keep Texas Beautiful (KTB) Fall Sweep Earthfest (October) event (coincides with

- Texas Arbor Day)
- d. KTB Spring Sweep Earth Day event (April – coincides with National Arbor Day)
- e. Tree planting and maintenance
- f. Commercial and Residential Landscape awards
- g. Any other beautification and improvement committees approved by the KMB Committee

Community Leadership and Coordination Committee

- a. Implement KMB mission
- b. Develop partnerships with public, private, environmental, civic organizations and city staff.
- c. Recruit volunteers to accomplish KMB Mission (Refer to 2 a b c d e f g h i)

Education Committee

- a. Develop materials to instruct community members, school personnel, and students on recycling, the proper disposal of waste, and litter prevention
- b. Support events aimed at educating the public about recycling and litter prevention
- c. Coordinate with MISD to further the KMB mission.

5. **FINANCIAL REVIEW:** Preparation of the Keep Mercedes Beautiful annual operations budget is the Planning Director's responsibility. However, prior to submittal of the budget, the Planning Director will submit it to the Committee concerning the general content of the budget and programs planned to solicit the sense of the committee regarding their budgetary suggestions.

Prior to budget submission to the City Manager, the Committee will review said budget and express its approval or disapproval as it deems appropriate.

PRIVATE DONATIONS:

1. As members of the community, it is entirely proper for the members of the Committee to discuss with their friends and associates the merits of private donations to the City for planned programs including time, cash, in-kind (i.e. labor or special skills), or other material donations. Such donations can make significant contributions to the efforts of the Committee and should be encouraged at every opportunity. Donations should be reported to Planning Director and be approved by City Council.
 2. The Planning Director shall keep the Committee cognizant of such projects in progress as well as possible grants opportunities to fund activities or to match such donations as may be made by others outside the organization. The City of Mercedes appointed grant writer will assist KMB Committee for securing grants.
6. **PLAN OF WORK:** The Committee recognizes that there will be many competing ideas and opportunities. Inasmuch as the budget is limited it will be necessary for the Committee to prioritize its' programs and activities.

Each year, the Committee should review the Plan of Work to determine which projects have been completed or are no longer necessary and if other priorities have changed. This will assist the Planning Director or designated representative(s) and Chairperson in the preparation of the annual report required for affiliation with Keep Texas Beautiful and assure that as priorities change in the community they are reflected in the Plan of Work.

In its contacts with the public, the Board Committee members shall actively solicit ideas, suggestions, and recommendations regarding the type, scope, and locations of the various projects undertaken by Keep Mercedes Beautiful participants.

7. CAPITAL IMPROVEMENTS PROGRAM:

- a. From time to time, the City may prepare and offer citizens, for approval or disapproval, capital improvements bond programs. In the preparation stage of such programs, the Committee shall actively participate with the Planning, Code Enforcement and Public Works Department to ensure that those capital projects needed and desired by the various segments and groups of the community are thoroughly studied and, if feasible, included in the proposed bond program.
- b. Following formalization of the program and during the voter consideration period, the Board Committee shall actively seek to convey the program to the public to ensure citizen understanding of the issues if projects related to their purpose are included within the bond program.
- c. In no way shall this section be construed as a requirement on Committee members to support a particular bond program. Rather, it is meant to encourage Committee participation, either pro or con, depending on the individual dictates of conscience.

**SECTION 3
ADMINISTRATIVE SUPPORT**

1. **General:** The Planning Director shall provide such administrative support as may be required by the Committee to carry out its official functions. Meeting space in the offices of the city shall be made available as needed.
2. **Preliminary Administrative Staff Work:** The Planning Director's staff shall provide briefing displays, project summaries, resolutions and any written material that will be helpful to the Committee in its deliberations.
3. **Reports:**
 - a. The Planning Director shall prepare not less than once a year a report of department programs, facilities and projects. This report will be distributed to all members of the Committee. He/she will also prepare upon request, such special reports as may be requested by the Committee from time to time.
4. **Preparation of Agenda:**
 - a. Members will submit agenda items via email to the Chairperson and Committee Secretary.
Agenda items will include:
 - 1) Description of your request/idea
 - 2) Identify the sector of the community you are wanting to impact with your request/idea
 - 3) Identify KMB Committee & KMB Members who will implement/facilitate this idea
(Reference: 2.1.b.c.d.e.f.g.h.i)
 - b. Decreasing Litter in Mercedes
 - c. Clean
 - d. Beautify
 - e. Recycle
 - f. Educate
 - g. Recognize
 - h. Encourage
 - i. Monitor City performance
 - j. Other Tasks
 - 4) What materials/item need to be purchased? Cost: Vender:
 - b. Ten (10) days prior to the regularly scheduled monthly meeting the Chairperson and Committee Secretary will email all members to remind them to submit agenda items no later than 7 days prior to the scheduled meeting.
 - c. Committee Secretary will prepare a preliminary Committee agenda and send to the Planning Director or designated representative. The Planning Director or designated representative will preview agenda items and identify those that may be incomplete in data or designate those items that may not be proper for KMB to attempt.
 - d. After approval from the Planning Director, a formal agenda and a meeting packet will be prepared by the Committee Secretary in collaboration with Planning Director or designated representative. This packet will be emailed, mailed or delivered to individual members along with the date, time and place of the regularly scheduled meeting. Any

pertinent reports or summaries will be included in this package so as to ensure adequate member preparation for the meeting.

- e. Members should make contact with the Committee Secretary by email or phone no later than two (2) days prior to the meeting date if attendance is impossible. The Committee Secretary shall convey to city staff members if a quorum is not established.
- f. Meetings that cannot meet a quorum may be held or canceled at the discretion of the chairperson, but no official meeting may be held nor may recommendation be made to the City Commission without a quorum acting upon it.

5. Minutes and Correspondence:

- a. The Committee Secretary will take the minutes of all meetings and will prepare copies of the same. A copy of the minutes shall be forwarded to the Planning Director or his designated representative and/or city staff members.
- b. A copy of the minutes of each meeting shall be reviewed by the Committee at the next meeting and be approved and/or amended by vote of the Board Committee
- c. All correspondence required by the Committee will be prepared by the Secretary in collaboration with the Director or his designated representative.



Keep Mercedes Beautiful Committee Manual

Approved by Keep Mercedes Beautiful Committee: January 22, 2018

Adopted by City Commission: January 23, 2018

SECTION 1

KEEP MERCEDES BEAUTIFUL COMMITTEE

1. AUTHORITY: Created by Ordinance #2010-09, adopted by the City Commission on May 18, 2010. Ordinance #2016-15 repealed by Ordinance #2010-09 in its entirety and re-establishing Keep Mercedes Beautiful Committee, adopted by City Commission on October 18, 2016.
2. ^{Mission} PURPOSE OF THE COMMITTEE: Specific functions and responsibilities of the Keep Mercedes Committee are outlined in Section 2 of this manual. The overall purposes of the Committee are to:
 - a. Assist the City Commission in establishing a citywide policy for decreasing the amount of litter in the city
 - b. **Clean** – removing litter from neighborhoods, waterways, and public spaces in collaboration with the community while raising awareness about the impact of litter.
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 - f. **Recognize** – honoring the most outstanding environmental efforts of individuals, schools, and organizations
 - g. **Encourage** – youth to serve their communities through service and volunteer work
 - h. Monitor City performance from data collected and examined under the Keep America Beautiful, Inc. Affiliate System guidelines and make an annual report to the City Commission; and
 - i. Carry out such other tasks as the City Commission may designate.
3. MEMBERSHIP COMPOSITION: The Committee shall *not be less than eleven (11) and not more than fifteen (15)*, each to be a resident of the City of Mercedes, or work in or operate a business in the city, and shall be at least eighteen (18) years of age, and of good moral character and standing in the community. The Mayor and City Commissioners shall be ex-officio members of the Committee. The Executive Director *and KMB City Staff Liaison* shall be staff members and also ex-officio members of the Committee.
 - a. APPOINTMENT: With the recommendation of the Keep Mercedes Beautiful Committee, Members shall be appointed by the Mayor and members of the City Commission.
 - b. TERM OF MEMBERS: Members may serve two consecutive two (2) year terms for a maximum of 4 years. An extension of term can be extended on approval by the KMB Committee.
 - c. ATTENDANCE: A member must attend 80% of meetings and 50% of special projects. Participation in at least one (1) committee is mandatory. KMB Members can attend a meeting via electronic meeting system. (Executive Committee, Beautification & Community Improvement, Community Leadership & Coordination, and Education Committee)

- d. **PRESIDING OFFICER:** The Committee shall annually select within the City's fiscal year, by majority vote of members present, a chairperson, a vice chairperson, *treasurer*, and a secretary. The chairperson may be re-elected for not more than one additional consecutive year. The vice chairperson shall preside at meetings in the absence of the chairperson chair person. The treasurer shall monitor and report KMB's current financial status. The secretary shall keep the Committee minutes.

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Vice-Chairperson - In the absence of the Chairperson, the Vice-Chairperson shall perform the duties of the Chairperson, and when so acting, shall assume all of the duties of the Chairperson. The Vice-Chairperson shall perform other duties as from time to time may be assigned by the Chairperson. The Vice-Chairperson will oversee KMB membership. The Vice-Chairperson shall sign and approve all meeting minutes as finalized and presented by the Secretary.

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Secretary - The Secretary shall assist the Chairperson in keeping the minutes of the KMB meetings, and such other duties as from time to time may be assigned. The secretary will also track and monitor attendance at meetings and events.

4. **MEMBERSHIP TERMINATION:** Membership on the Committee may be terminated before expiration of the appointment under the following conditions:

a. **RESIGNATION:** A member may submit in writing to the ~~Executive Director's~~ Office of his or her resignation for any reason considered appropriate by the resigning member. A copy of the letter of resignation will be provided to the Committee.

b. **FORFEITURE:** An appointee may forfeit his or her membership if such appointee fails to attend 80% of meetings and/or ~~50% of scheduled events~~ in a calendar year. A written request can be submitted to the KMB Committee if extenuating circumstances occur.

5. **FILLING VACANCIES:** Whenever a vacancy exists, the ~~Executive Director~~ shall ensure that notice of vacancy is posted on the ~~City Hall bulletin Committee~~ and KMB Website until vacancy has been filled.

6. **MEETINGS:**

a. **QUORUM:** A simple "half plus one" majority shall constitute a quorum for conducting

official Committee business at a regular meeting. A majority vote of quorum or a majority vote of members present, whichever is greater, shall determine all Committee recommendations and actions. The chairperson shall vote as a member of the Committee. A tie vote constitutes no action.

- b. KMB CITY STAFF LIAISON: shall archive approved minutes, develop agenda notice and Committee packet. The packet shall be provided to city staff members with all information for review and comment. Upon approval the KMB City Staff Liaison shall be responsible for posting the public hearing notice and agenda on the City's website and emailing the Committee packet to all Committee members.

- c. CITY STAFF: All meetings shall be attended by the ~~Executive Director or designated representative(s)~~ ^{Planning}. Staff members may provide information required by the Committee in the conduct of its official functions and within the scope of its responsibilities. ~~City staff members shall post the public hearing notice, as provided by the city liaison, at city hall.~~ ^{and kmb website} ?

Neither the Executive Director nor any city staff member shall have a vote on any question considered by the Committee.

- d. ~~d.~~ Robert's Rules of Order (newest version) shall be observed in the conduct of all Committee meetings.
- e. REGULAR MEETINGS: The Committee shall convene as needed, but not less than once a quarter. The date and times are established to be the third Monday of each month in which the Committee has business to conduct. From time to time, the date and location may be changed at the convenience of the membership or based on availability of facilities. Any permanent change in meeting date and time will be voted upon by the Committee membership.
- f. SPECIAL MEETINGS: The Committee may hold such special meetings as deemed necessary in the conduct of its business. Such special meetings may be called by the Chairperson or at the request of four or more Committee Members.
- g. PUBLIC NOTICE OF MEETINGS: All meetings of the Committee shall be open to the public. ~~The Executive Director~~ or designated representative(s) shall ensure that notice of all meetings — citing date, time, place, and subjects to be considered — is posted on the City Hall bulletin Committee and City Website not later than 72 hours prior to the meeting.

Planning
ok

SECTION 2
(Functions) FUNCTIONS AND RESPONSIBILITIES

1. ~~GENERAL:~~ Generally, the Committee's function and responsibility is to educate and engage citizens to take responsibility for improving their community environment. They are expected to provide a link between the citizens of the community, elected officials of the City, and the professional staff of the Planning, Code Enforcement and Public Works Department. The Committee shall act in a review and advisory capacity. The ~~Executive Director~~ shall consider all recommendations and within the scope of the City fiscal and management policies, carry out such recommendations within that context. *Planning*
2. THE COMMITTEE'S ACTION INSTRUMENT: The Committee shall express its consensus on such various questions concerning operating policies, projects and programming, budgetary considerations and other significant propositions it deems proper by way of a formal recommendation to City Commission.
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 - b. To effectively carry out this responsibility it is necessary that all Board Committee members participate as fully as possible in all Committee meetings and outside functions. The ~~Executive Director~~ or designated representative(s) shall maintain a calendar of events to keep the Committee abreast of the plans and programs projected or under study. *Planning*
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Executive Committee – Members are the Chair, Vice-Chair, Secretary and Treasurer of KMB plus a city representative
 - a. Set the agenda for all Committee meetings
 - b. Review all questions, concerns, and grievances brought to KMB
 - c. Oversee the finances of KMB
 - d. Make recommendations to the Committee

Beautification and Community Improvement Committee

- a. Community garden supervision
- b. City Parks development and maintenance
- c. ~~KTB~~ Fall Sweep Earthfest (October) event (coincides with Texas Arbor Day)

Keep Texas Beautiful (KTB)

- d. KTB Spring Sweep Earth Day event (April – coincides with National Arbor Day)
- e. Tree planting and maintenance
- f. Commercial and Residential Landscape awards
- g. Any other beautification and improvement committees approved by the KMB Committee

Community Leadership and Coordination Committee

- a. Implement KMB mission
- b. Develop partnerships with public, private, environmental, civic organizations and city staff.
- c. Recruit volunteers to accomplish ~~KMB mission~~ *Refer to 2 a b c d e f g h i*

Education Committee

- a. Develop materials to instruct community members, school personnel, and students on recycling, the proper disposal of waste, and litter prevention
- b. Support events aimed at educating the public about recycling and litter prevention
- c. Coordinate with MISD to further the KMB mission.

5. *Planning* **FINANCIAL REVIEW:** Preparation of the Keep Mercedes Beautiful annual operations budget is the ~~Executive Director's~~ responsibility. However, prior to submittal of the budget, the ~~Executive Director~~ will submit it to the Committee concerning the general content of the budget and programs planned to solicit the sense of the committee regarding their budgetary suggestions.

Prior to budget submission to the City Manager, the Committee will review said budget and express its approval or disapproval as it deems appropriate.

- Money goes back to same acct

Finance Review T's 3d

PRIVATE DONATIONS:

- 1. As members of the community, it is entirely proper for the members of the Committee to discuss with their friends and associates the merits of private donations to the City for planned programs including time, cash, in-kind (i.e. labor or special skills), or other material donations. Such donations can make significant contributions to the efforts of the Committee and should be encouraged at every opportunity.

- 2. The ~~Executive Director~~ shall keep the Committee cognizant of such projects in progress as well as possible grants opportunities to fund activities or to match such donations as may be made by others outside the organization. The City of Mercedes appointed grant writer will assist KMB Committee for securing grants.

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Each year, the Committee should review the Plan of Work to determine which projects have been completed or are no longer necessary and if other priorities have changed. This will assist the Executive Director or designated representative(s) and Chairperson in the preparation of the annual report required for affiliation with Keep Texas Beautiful and assure that as priorities change in the community they are reflected in the Plan of Work.

In its contacts with the public, the Board Committee members shall actively solicit ideas,

suggestions, and recommendations regarding the type, scope, and locations of the various projects undertaken by Keep Mercedes Beautiful participants.

6. CAPITAL IMPROVEMENTS PROGRAM:

- a. From time to time, the City may prepare and offer citizens, for approval or disapproval, capital improvements bond programs. In the preparation stage of such programs, the Committee shall actively participate with the Planning, Code Enforcement and Public Works Department to ensure that those capital projects needed and desired by the various segments and groups of the community are thoroughly studied and, if feasible, included in the proposed bond program.
- b. Following formalization of the program and during the voter consideration period, the Board Committee shall actively seek to convey the program to the public to ensure citizen understanding of the issues if projects related to their purpose are included within the bond program.
- c. In no way shall this section be construed as a requirement on Committee members to support a particular bond program. Rather, it is meant to encourage Committee participation, either pro or con, depending on the individual dictates of conscience.

SECTION 3

ADMINISTRATIVE SUPPORT

1. General: The Executive Director shall provide such administrative support as may be required by the Committee to carry out its official functions. Meeting space in the offices of the city shall be made available as needed.
2. Preliminary Administrative Staff Work: The Executive Director's staff shall provide briefing displays, project summaries, resolutions and any written material that will be helpful to the Committee in its deliberations.
3. Reports:
 - a. The Executive Director shall prepare not less than once a year a report of department programs, facilities and projects. This report will be distributed to all members of the Committee. He/she will also prepare upon request, such special reports as may be requested by the Committee from time to time.
4. Preparation of Agenda:
 - a. Members will submit agenda items via email to the Executive Committee (Chairperson, Vice Chairperson, Treasurer, Secretary). Agenda items will include
 - 1) Description of your request/idea
 - 2) Identify the sector of the community you are wanting to impact with your request/idea
 - 3) Identify KMB Committee & KMB Members who will implement/facilitate this idea
(Reference 2.a.b.c.d.e.f.g.h)

Clean
Beautify
Recycle
Educate
Recognize

 - 4) What materials/items need to be purchased?

CostVendor:
 - b. (Ten (10) days prior to the regularly scheduled monthly meeting the Committee Secretary will prepare a preliminary agenda and send it to the Executive Director or designated representative. ~~The Committee Secretary will contact the chairperson by phone to determine any other items that the Committee may wish to consider~~
 - c. After approval from the Executive Director, a formal agenda and a meeting packet will be prepared by the Committee Secretary in collaboration with the Executive Director or designated representative. This packet will be emailed, mailed or delivered to individual members, along with the date, time and place of the regularly scheduled meeting. Any pertinent reports or summaries will be included in this package so as to ensure adequate member preparation for the meeting.
 - d. Members should make contact with the Committee Secretary by phone no later than two (2) days prior to the meeting date if attendance is impossible. The Committee Secretary shall convey to city staff members if a quorum is not established.
 - e. Meetings that cannot meet a quorum may be held or canceled at the discretion of the

- b. A formal agenda will then be prepared by the Committee Secretary and emailed, mailed or delivered to individual members, along with the date, time and place of the regularly scheduled meeting. Any pertinent reports or summaries will be included in this package so as to ensure adequate member preparation for the meeting.
- c. Members should make contact with the Committee Secretary by email/phone no later than two (2) days prior to the meeting date if attendance is impossible. The Committee Secretary shall convey to city staff members if a quorum is not established.
- d. Meetings that cannot meet a quorum may be held or canceled at the discretion of the chairperson, but no official meeting may be held nor may recommendations be made to the City Commission without a quorum acting upon it.

5. Minutes and Correspondence:

- a. The Committee Secretary will take the minutes of all meetings and will prepare copies of the same. A copy of the minutes shall be forwarded to the Executive Director or his designated representative and/or city staff members.
- b. A copy of the minutes of each meeting shall be reviewed by the Committee at the next meeting and be approved and/or amended by vote of the Board Committee
- c. All correspondence required by the Committee will be prepared by the Secretary in collaboration with the Director or his designated representative.

SECTION 3
ADMINISTRATIVE SUPPORT

1. General: The Executive Director shall provide such administrative support as may be required by the Committee to carry out its official functions. Meeting space in the offices of the city shall be made available as needed.
2. Preliminary Administrative Staff Work: The Executive Director's staff shall provide briefing displays, project summaries, resolutions and any written material that will be helpful to the Committee in its deliberations.
3. Reports:
 - a. The Executive Director shall prepare not less than once a year a report of department programs, facilities and projects. This report will be distributed to all members of the Committee. He/she will also prepare upon request, such special reports as may be requested by the Committee from time to time.
4. Preparation of Agenda:
 - a. Members will submit agenda items via email to the Chairperson and Committee Secretary. Agenda items will include:
 - 1) Description of your request/idea
 - 2) Identify the sector of the community you are wanting to impact with your request/idea
 - 3) Identify KMB Committee & KMB Members who will implement/facilitate this idea (Reference: 2.1.b.c.d.e.f.g.h.i)
 - a. Decreasing Litter in Mercedes
 - b. Clean
 - c. Beautify
 - d. Recycle
 - e. Educate
 - f. Recognize
 - g. Encourage
 - h. Monitor City performance
 - i. Other Tasks
 - 4) What materials/item need to be purchased? Cost: Vender:
 - b. Ten (10) days prior to the regularly scheduled monthly meeting the Chairperson will email all members to remind them to submit agenda items no later than 7 days prior to the scheduled meeting.
 - c. Committee Secretary will prepare a preliminary Committee agenda and send to the Executive Director or designated representative. The Executive Director or designated representative will preview agenda items and identify those that may be incomplete in data or designate those items that may not be proper for KMB to attempt. ~~Omitted - The Committee Secretary will contact the chairperson by phone to determine any other items that the Committee may wish to consider.~~

Note for eliminating sentence: If 4.a was followed, this does not need to be done again.

chairperson, but no official meeting may be held nor may recommendation be made to the City Commission without a quorum acting upon it.

5. Minutes and Correspondence:

- a. The Committee Secretary will take the minutes of all meetings and will prepare copies of the same. A copy of the minutes shall be forwarded to the Executive Director or his designated representative and/or city staff members.
- b. A copy of the minutes of each meeting shall be reviewed by the Committee at the next meeting and be approved and/or amended by vote of the Board Committee
- c. All correspondence required by the Committee will be prepared by the Secretary in collaboration with the Director or his designated representative.

Ordinances/Resolution

DATE: September 17, 2024
FROM: Adrian Perez, Planning Director
ITEM: KMB Board Applications

BACKGROUND INFORMATION:

The "Keep Mercedes Beautiful" committee has approved these applications, ensuring that each individual is committed to actively participating and contributing to the committee's progress. Ensuring that each individual is prepared to assist with essential tasks, including handling heavier items, watering plants, and managing water hoses throughout the garden.

ATTACHMENTS:

- Applications

Staff Recommendation: Approval.



city of

mercedes

It Starts Here!

--- Queen City of the Rio Grande---

BOARD / COMMISSION APPLICATION

Name: _____

Robert Saucedo

Address: _____

[REDACTED]

Telephone No. Business: _____

[REDACTED]

Home: _____

Occupation: _____

Retired Army

Interests:

(Check ☒ all of interest)

Housing Authority Board _____

Planning & Zoning Board * _____

Library Board _____

Buildings & Standards Comm. _____

Development Corporation _____

Industrial Foundation _____

Charter Review _____

Special Boards/ Commissions _____

Board of Adjustments _____

Parks & Recreation _____

Keep Mercedes Beautiful Comm ☒

Historic Committee _____

Reason for Interest:

Love wild flowers

Retired from Army

NOTE: Applications are kept on file for (6) months for consideration.

Signature

Robert Saucedo

Date

30 Apr 2024

NOTE: Citizens interested in serving on city boards and commission are encouraged to fill out and return this form to City Hall. It is designed to assist the Mercedes City Commission in making board appointments. *For Planning & Zoning Board, applicants must be property owners.

THANK YOU!



city of
mercedes

It Starts Here!

--- Queen City of the Rio Grande----

BOARD / COMMISSION APPLICATION

Name: Francisco Rojas

Address: [REDACTED]

Telephone No. Business: 956.545.2371 Home: [REDACTED]

Occupation: Librarian

Interests:
(Check ☒ all of interest)

Housing Authority Board	_____
Planning & Zoning Board *	_____
Library Board	_____
Buildings & Standards Comm.	_____
Development Corporation	_____
Industrial Foundation	_____
Charter Review	_____
Special Boards/ Commissions	_____
Board of Adjustments	_____
Parks & Recreation	_____
Keep Mercedes Beautiful Comm	<input checked="" type="checkbox"/> _____
Historic Committee	_____

Reason for Interest:

Merceda is beautiful + we need to
keep it that way

NOTE: Applications are kept on file for (6) months for consideration.

[Signature]
Signature

01.22.2024
Date

NOTE: Citizens interested in serving on city boards and commission are encouraged to fill out and return this form to City Hall. It is designed to assist the Mercedes City Commission in making board appointments. *For Planning & Zoning Board, applicants must be property owners.

THANK YOU!



APPLICATION TO SERVE ON
BOARDS & COMMITTEES

Name: Gabriela Martinez Date: 04/15/24
04/21/24

Home Address: [REDACTED]

Cell Phone: [REDACTED] () Inside City Limits () Outside City Limits
Email: [REDACTED]

Occupation
(Note: If "Retired", what was your predominant occupation?) : Customer Service Rep.

I AM INTERESTED IN SERVING ON THE FOLLOWING BOARDS, COMMISSIONS,
OR COMMITTEES:

- | | |
|---|--|
| <input type="checkbox"/> Planning & Zoning Commission* | <input type="checkbox"/> Library Board |
| <input type="checkbox"/> Buildings & Standard Commission | <input type="checkbox"/> Development Corporation |
| <input type="checkbox"/> Industrial Foundation | <input type="checkbox"/> Charter Review |
| <input type="checkbox"/> Zoning Board of Adjustment | <input type="checkbox"/> Parks & Recreation |
| <input checked="" type="checkbox"/> Keep Mercedes Beautiful | <input type="checkbox"/> Historic Preservation Committee |

Please declare reason(s) for desired service:

I would like to become apart of helping all these positive
improvements for our city/community.

Gabriela Martinez
Signature

04/15/24
Date

NOTE: Citizens interested in serving on city boards and commissions are encouraged to fill out and return this form to City Hall. It is designed to assist the Mercedes City Commission in making board appointments. (*For Planning & Zoning Commission, applicants must be property owners.) Applications are kept on file for (6) months for consideration.



APPLICATION TO SERVE ON
BOARDS & COMMITTEES

Name: Barbara J. Knowase (De la O) Date: 4/15/2024

Home Address: [REDACTED]

Cell Phone: [REDACTED] ☒ Inside City Limits ☒ Outside City Limits
Email: [REDACTED]

Occupation
(Note: If "Retired", what was your predominant occupation?): Retired / US. Marine E-7
and Home maker

I AM INTERESTED IN SERVING ON THE FOLLOWING BOARDS, COMMISSIONS,
OR COMMITTEES:

- | | |
|---|---|
| <input type="checkbox"/> Planning & Zoning Commission* | <input checked="" type="checkbox"/> Library Board |
| <input type="checkbox"/> Buildings & Standard Commission | <input type="checkbox"/> Development Corporation |
| <input type="checkbox"/> Industrial Foundation | <input type="checkbox"/> Charter Review |
| <input type="checkbox"/> Zoning Board of Adjustment | <input checked="" type="checkbox"/> Parks & Recreation |
| <input checked="" type="checkbox"/> Keep Mercedes Beautiful | <input checked="" type="checkbox"/> Historic Preservation Committee |

Please declare reason(s) for desired service:

*not
impairment*
Community involvement is a key factor in improving the areas
mentioned above; knowing these elements will allow for the beautification
of our City and Community for current and future generations.

[Signature]
Signature

04/15/24
Date

NOTE: Citizens interested in serving on city boards and commissions are encouraged to fill out and return this form to City Hall. It is designed to assist the Mercedes City Commission in making board appointments. (*For Planning & Zoning Commission, applicants must be property owners.) Applications are kept on file for (6) months for consideration.



APPLICATION TO SERVE ON
BOARDS & COMMITTEES

Name: Joshua Knowlase Date: 4/15/2024

Home Address: [REDACTED]

Cell Phone: [REDACTED] ☐ Inside City Limits ☒ Outside City Limits Email: [REDACTED]

Occupation: [REDACTED]
(Note: If "Retired", what was your predominant occupation?): Self employed contractor

I AM INTERESTED IN SERVING ON THE FOLLOWING BOARDS, COMMISSIONS,
OR COMMITTEES:

- | | |
|---|--|
| <input type="checkbox"/> Planning & Zoning Commission* | <input type="checkbox"/> Library Board |
| <input type="checkbox"/> Buildings & Standard Commission | <input type="checkbox"/> Development Corporation |
| <input type="checkbox"/> Industrial Foundation | <input type="checkbox"/> Charter Review |
| <input type="checkbox"/> Zoning Board of Adjustment | <input type="checkbox"/> Parks & Recreation |
| <input checked="" type="checkbox"/> Keep Mercedes Beautiful | <input type="checkbox"/> Historic Preservation Committee |

Please declare reason(s) for desired service:

Mercedes needs a new set of eyes to make
it a better place to live

[Signature]
Signature

4/15/24
Date

NOTE: Citizens interested in serving on city boards and commissions are encouraged to fill out and return this form to City Hall. It is designed to assist the Mercedes City Commission in making board appointments. (*For Planning & Zoning Commission, applicants must be property owners.) Applications are kept on file for (6) months for consideration.

Management Items

DATE: September 17, 2024

FROM: Adrian Perez, Planning Director

ITEM: **Voluntary Annexation Petition: North Valley Village**

BACKGROUND INFORMATION:

Lot 5, Block 26, Capisallo District Subdivision, Of the Lands of Llano Grande Grant, Hidalgo County, Texas, as shown on the map or plat thereof which is recorded in Volume P, Pages 226-227, Deed Records, Hidalgo County, Texas, and being 40 acres of land, more or less.

The North Valley Village Development is a single-family subdivision covering 40 acres, featuring 193 lots. It is located between Mile 2 East and north of Mile 8 North.

ATTACHMENTS:

- Voluntary annexation Petition
- Exhibit A
- Exhibit B
- Location Map
- Subdivision Plat

Staff Recommendation: Approval.



city of
mercedes
It Starts Here!

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

Voluntary Annexation Petition

CASE #

To the Mayor and City Commission:

I, JAVIER HERNANDEZ, as President of PREMIER PARTNERSHIP, LLC, the sole owner of the tract of land, which is more particularly described by metes and bounds in Exhibit A to this petition, hereby petitions the City Commission of the City of Mercedes to annex the following area(s):

Approximatley 40 acres of Land located on Mile 2 East Rd, about 1,300 feet south of Mile 9 North Rd in Mercedes. Said property is identified by its Hidalgo County Appraisal District Id Number: 130784 with Geographic ID: C1400-00-026-0005-00. Attached please see Legal Description in Exhibit A, Survey in Exhibit B and Location Area Map in Exhibit C.

Premier Partnership, LLC

Owner's Name (Print)

Owner (Signature) Javier Hernandez, President

9/9/2024

Date

STATE OF TEXAS
COUNTY OF HIDALGO

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

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

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

Further affiant sayeth not.

SWORN TO and subscribed before me on this the 9th day of September, 2024.

Notary Public in and for the State of Texas

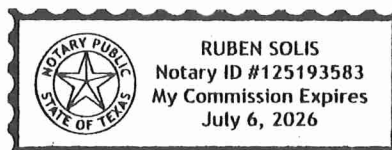
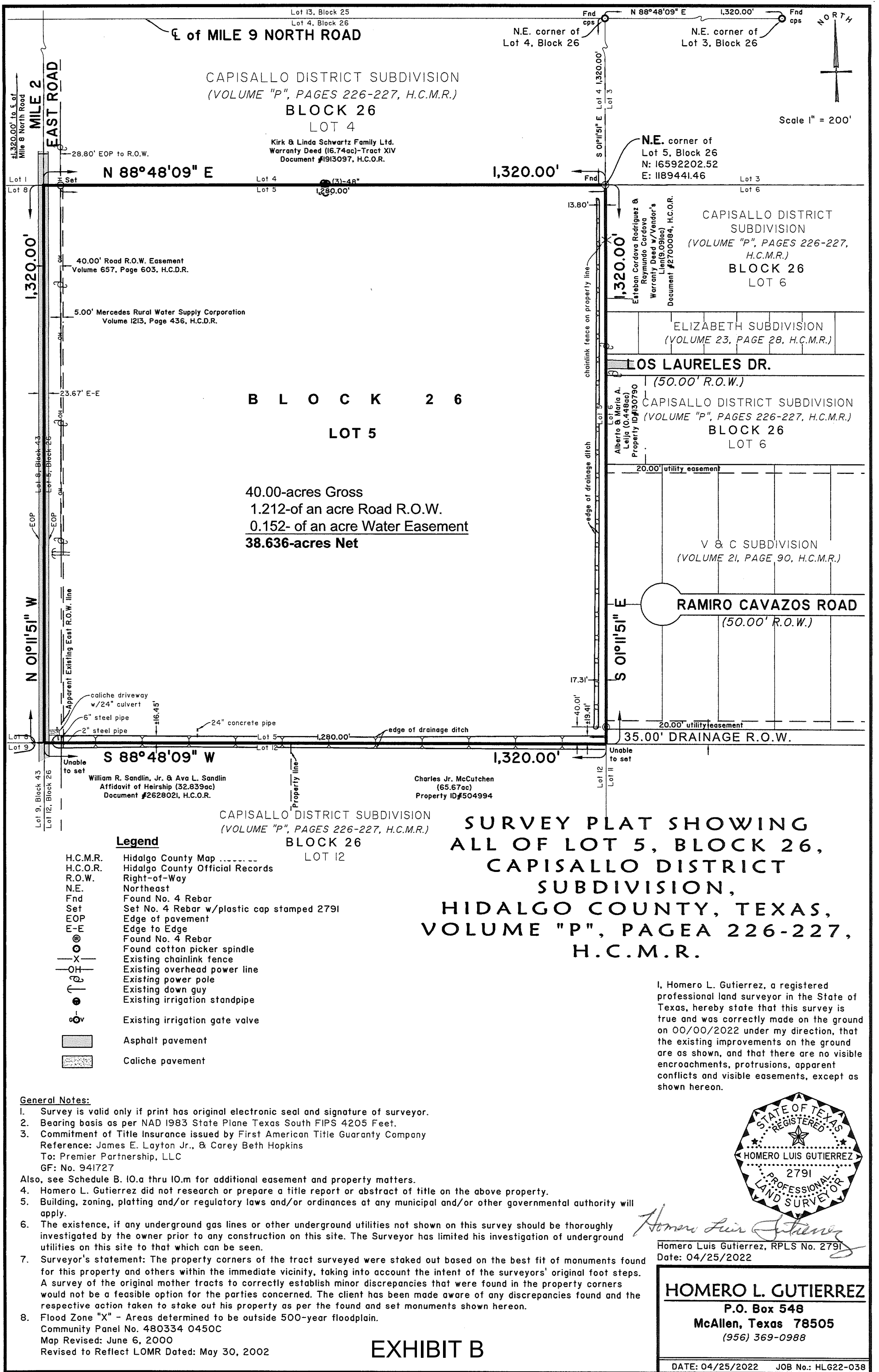


EXHIBIT A

Legal Description:

Lot 5, Block 26, CAPISALLO DISTRICT SUBDIVISION, of the lands of LLANO GRANDE GRANT, Hidalgo County, Texas, as shown on the map or plat thereof which is recorded in Volume P, Pages 226-227, Deed Records, Hidalgo County, Texas, and being 40 acres of land, more or less.



40 acres on Mile 2 East Rd, Mercedes, Texas



NORTH VALLEY VILLAGE

A 40.00 ACRE TRACT OF LAND BEING ALL OF LOT 5, BLOCK 26, CAPISALLO DISTRICT SUBDIVISION, ACCORDING TO THE MAP RECORDED IN VOLUME "P", PAGES 226-227, MAP RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

A 40.00-Acre Tract of land, more or less, all out of Lot 5, Block 26, Capisallo District Subdivision, Hidalgo County, Texas, as per the map or plat thereof recorded in Volume P, Pages 226 to 227, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purpose, located at the East side of Mile 2 East Road, approximately 1,320 feet South of Mile 9 North Road, is being more particularly described by metes and bounds as follows:

The **POINT OF COMMENCEMENT (P.O.C.)** being at a No. 4 Rebar found with plastic cap for the apparent Northeast corner of Lot 4, Block 26 out of said Capisallo District Subdivision; **THENCE**, S 01°11'51"E, with the the apparent East lot line of said Lot 4, a distance of 1,320.00 feet to a No. 4 Rebar found (N: 16592202.52, E: 1189441.46) for the apparent Northwest corner of Lot 6, Block 26 out of said Capisallo District Subdivision and the Northeast corner of said 40.00-Acre Tract, and also being the **POINT OF BEGINNING** of said 40.00-Acre Tract of land herein described;

THENCE, S 01°11'51"E, parallel to the apparent West lot line of said Lot 5, and with the apparent West lot line of said Lot 6 and the East lot line of said Lot 5 and of said 40.00-Acre Tract, a distance 1,270.93 feet passed a No. 4 Rebar found for the apparent Southwest corner of V And C Subdivision (Volume 21, Page 90, Map Records, Hidalgo County, Texas), continuing for a total distance 1,320.00 feet to a point on the apparent existing centerline of a drainage ditch an apparent internal corner of said 40.00-Acre Tract of land herein described;

THENCE, S 88°48'09"W, parallel to the apparent North lot line of said Lot 5, along the said existing drainage ditch centerline and with the apparent South lot line of said 40.00-Acre Tract, a distance of 1,280.00 feet past a point on the apparent on the apparent existing East right-of-way line of said Mile 2 East Road, continuing for a total distance of 1,320.00 feet to a point on the apparent Mile 2 East Road original existing 40.00-foot right-of-way centerline for the apparent Southwest corner of said Lot 5 and of said 40.00-Acre Tract of land herein described;

THENCE, N 01°11'51"W, parallel to the said East lot line of Lot 5, and with the said Mile 2 East Road original existing 40.00-foot right-of-way centerline, the apparent West lot line of said Lot 5 and of said 40.00-Acre Tract, a distance of 1,320.00 feet to a point on said Mile 2 East Road original existing 40.00-foot right-of-way centerline for the apparent Northwest corner of said Lot 5 and of said 40.00-Acre Tract of land herein described;

THENCE, N 88°48'09"E, with the apparent North lot line of said Lot 5 and of said 40.00-Acre Tract, a distance of a distance 40.00 feet past a No. 4 Rebar set with plastic cap stamped 2791 on the said Mile 2 East Road existing East Right-of-Way line, continuing for a total distance of 1,320.00 feet to the said No. 4 Rebar found (N: 16592202.52, E: 1189441.46) for the Northwest corner of Lot 6 and the Northeast corner of said 40.00-Acre Tract of land herein described, also being the **POINT OF BEGINNING**, containing a gross of 40.00 acres of land, of which 1,212 acres lies in existing Road Right-of-Way easement and 0.152 of an acre lies in existing Mercedes Rural Water Supply Corporation easement, for a net of 38.636 acres of land more or less.

Bearing basis as per NAD 1983 State Plane Texas South FIPS 4205 feet.

GENERAL NOTES:

- MIN. BUILDING SETBACK LINES:
FRONT 25.0'
REAR 10.0' OR GREATER FOR EASEMENTS
SIDE 5.0' OR GREATER FOR EASEMENT
SIDE CORNER 10.0' OR GREATER FOR EASEMENT
- NO PERMANENT STRUCTURES ARE PERMITTED OVER ANY EASEMENT. EASEMENT SHALL BE KEPT CLEAR OF BUILDINGS, SHEDS, SHRUBS, TREES, AND OTHER PLANTING (EXCEPT LOW, LESS AN 18" MATURE HEIGHTS, GROUND COVER, GRASS OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT
- MINIMUM FINISHED FLOOR ELEVATION ESTABLISHED MUST BE 18" ABOVE TOP OF CURB OR CENTERLINE OF STREET, WHICHEVER IS GREATER, MEASURED FROM THE CENTER OF THE LOT.
- FLOOD ZONE "X"
AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN
COMMUNITY-PANEL No. 480334 0450 C
MAP REVISED: JUNE 6, 2000
- DRAINAGE: IN ACCORDANCE WITH HIDALGO COUNTY DRAINAGE DISTRICT No.1 AND CITY OF MERCEDES REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 140,941 CF (1,324 ACRE-Feet) OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS:
THE DEVELOPER SHALL BE RESPONSIBLE FOR DETAIN AND ACCOMMODATE MORE THAN THE DETAINED VOLUME SHOWN ON THIS PLAT IF IT IS DETERMINES, AT THE PERMIT STAGE, THAT THE DETENTION REQUIREMENTS ARE GREATER THAN STATED ON THIS PLAT, DUE TO THE IMPERVIOUS ARE BEING GREATER THAN THE PLAT ENGINEER CONSIDERED IN THE HYDRAULIC CALCULATIONS FOR THIS SUBDIVISION
- PROJECT BENCH MARK *1ELEV.- 60.67, NAIL IN POWER POLE AT THE EAST SIDE OF MILE 2 EAST PROJECT BENCH MARK *1ELEV.- 59.40, NAIL IN POWER POLE AT THE EAST SIDE OF MILE 2 EAST
- ALL LOT CORNERS MARKED WITH No. 4 REBAR UNLESS OTHERWISE NOTED.
●-DENOTES 1/2" IRON ROD FOUND UNLESS OTHERWISE NOTED.
○-DENOTES 1/2" IRON ROD SET
- A 5 FT ADA COMPLAINT SIDEWALK IS REQUIRED ALONG THE SOUTH SIDE OF MILE 2 EAST DURING SUBDIVISION STAGE
- A 5 FT ADA COMPLIANCE SIDEWALK IS REQUIRED ALONG BOTH SIDES OF THE INTERIOR STREET DURING BUILDING PERMIT STAGE
- RIGHTS, RULES, REGULATIONS AND EASEMENTS IN FAVOR OF HIDALGO COUNTY IRRIGATION DISTRICT NO. 9
- NO ACCESS SHALL BE GRANTED ONTO MILE 2 EAST FOR LOTS 1, 64 THRU 82

STATE OF TEXAS
COUNTY OF HIDALGO

I, WE, THE UNDERSIGNED, OWNER(S) OF THE LAND ON THIS PLAT, AND DESIGNATED HEREIN AS NORTH VALLEY VILLAGE TO THE CITY OF MERCEDES, COUNTY OF HIDALGO, TEXAS AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATED TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARKS, DRAIN, EASEMENTS, WATER COURSES, EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

PREMIER PARTNERSHIP, LLC
PRESIDENT: JAVIER HERNANDEZ
ADDRESS: 1111 W. NOLANA AVENUE
MCALLEN, TEXAS. 78504

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JAVIER HERNANDEZ, KNOWN TO ME TO BE THE PERSONS WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSED AND CONSIDERATIONS THEREIN GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 20_____.

NOTARY PUBLIC, FOR THE STATE OF TEXAS

APPROVED BY DRAINAGE DISTRICT:

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

HIDALGO COUNTY DRAINAGE DISTRICT NO.1

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

DATE

GENERAL MANAGER

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

DATED THIS _____ DAY OF _____, 2022

- NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT No. 9 RIGHT-OF-WAYS AND/OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF H.C.C.I.D. No. 9
- IT IS UNDERSTOOD THAT THE RATE OF FLOW OF STORM WATER FOR THE DEVELOPMENT WILL BE NO GREATER THAN THE RATE OF FLOW OF STORM WATER WHEN THE LAND WAS IN AGRICULTURAL USE.
- HCCID No. 9 WILL NOT BE RESPONSIBLE FOR STORM/DRAINAGE WATER SYSTEM TO ANY LOT WITHIN THIS SUBDIVISION, AS WELL HCCID No. 9 WILL NOT BE RESPONSIBLE FOR THE DELIVERY OF WATER TO ANY LOT WITHIN THIS SUBDIVISION, IF DESIRED, THIS WILL NOT BE AT THE DISTRICT EXPENSE.
- HCCID No. 9 HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE STORM SEWER OR UTILITIES SYSTEMS DESCRIBED ARE APPROPRIATE FOR THE PARTICULAR SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. THE DEVELOPER AND HIS ENGINEER ARE RESPONSIBLE FOR THEIR DETERMINATIONS.
- HCCID No. 9 EXCLUSIVE EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, SHEDS, FENCES, SHRUBS, TREES, AND OTHER PLANTINGS AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

GENERAL MANAGER

HIDALGO & CAMERON COUNTIES IRRIGATION DISTRICT No. 9

I, THE UNDERSIGNED, THE MAYOR OF THE CITY OF MERCEDES, TEXAS, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

MAYOR, CITY OF WESLACO DATE CITY SECRETARY DATE

THIS SUBDIVISION PLAT OF NORTH VALLEY VILLAGE BEEN SUBMITTED SUBDIVISION TO AND CONSIDERED BY THE PLANNING COMMISSION OF THE CITY OF MERCEDES, TEXAS, AND IS HEREBY APPROVED BY SUCH COMMISSION.
DATED THIS _____ DAY OF _____, 2022 A.D.

CHAIRMAN, PLANNING & ZONING COMMISSION

STATE OF TEXAS
COUNTY OF HIDALGO

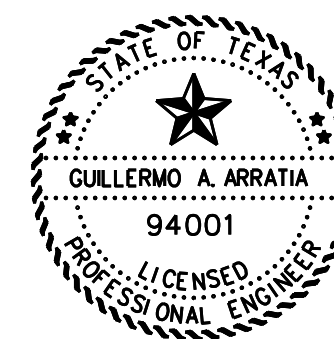
I, HOMERO LUIS GUTIERREZ, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY ON THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

HOMERO LUIS GUTIERREZ
REGISTERED PROFESSIONAL LAND SURVEYOR No. 2791
2600 SAN DIEGO
MISSION, TEXAS 78572

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, GUILLERMO A. ARRATIA, A LICENSED PROFESSIONAL ENGINEER, IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

Guillermo Arratia P.E.
2/12/2023
GUILLERMO A. ARRATIA
LICENSED PROFESSIONAL ENGINEER # 94001
526 N. 5TH ST.
DONNA, TEXAS. 78537

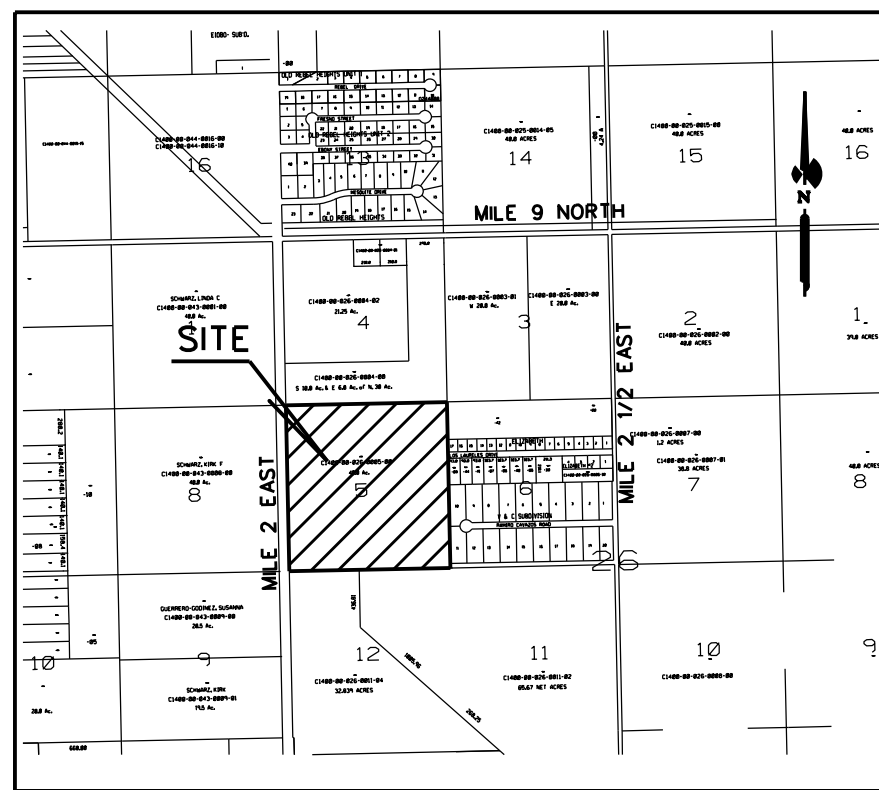
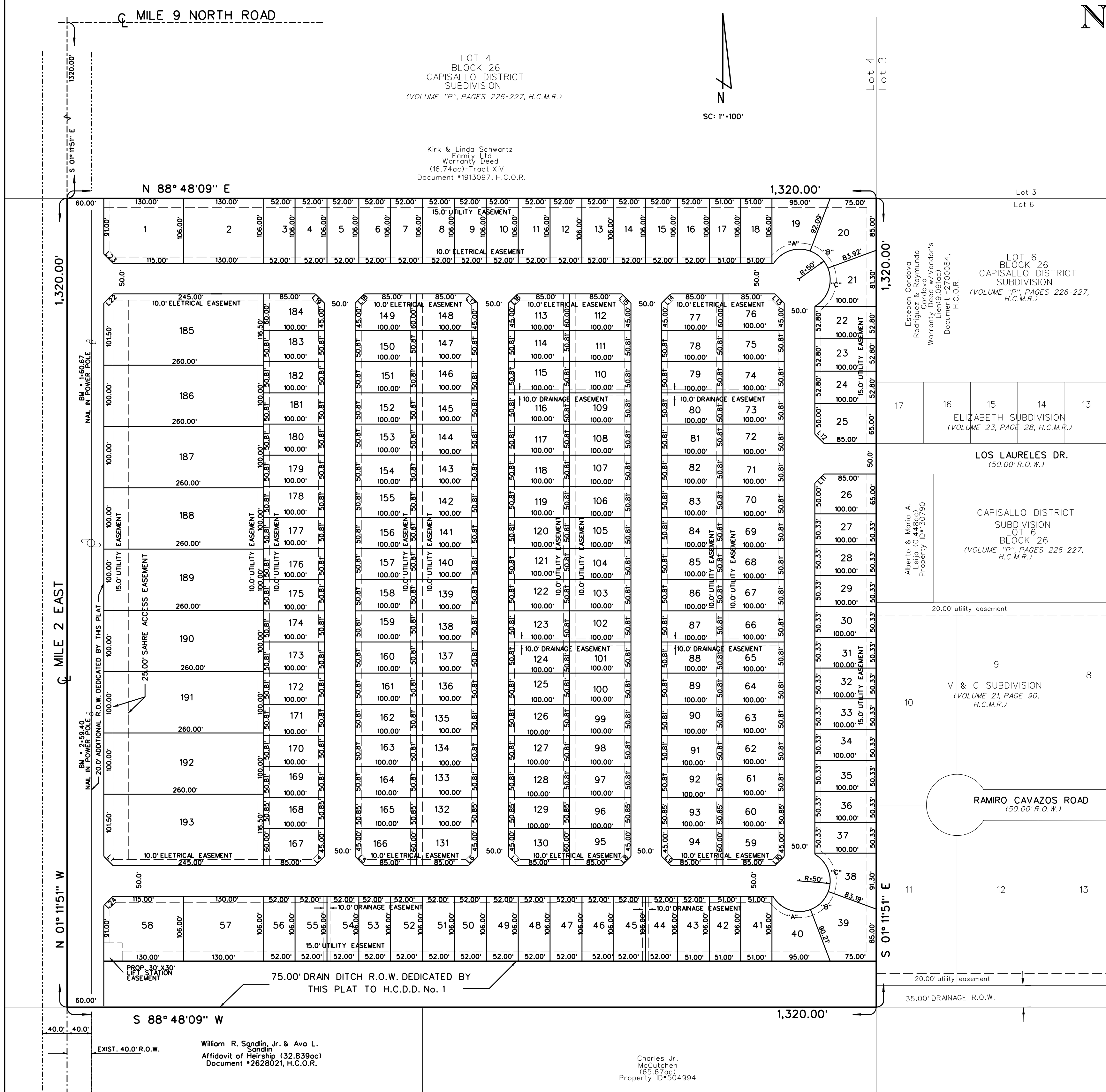


DATE OF PREPARATION: NOVEMBER 6, 2022

NAIN ENGINEERING, L.L.C.
CONSULTING ENGINEER
FIRM NO. F-9050
526 N. 5TH STREET
DONNA, TEXAS. 78537
PH. (956) 784-0218
E-MAIL: NAINENGINEERING@YAHOO.COM

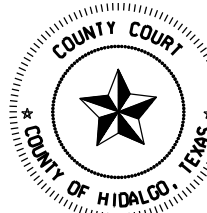
PRINCIPAL CONTACTS:

NAME	ADDRESS	CITY & ZIP	PHONE
OWNER: EZEQUEL MOYA JR	7716 N 5TH ST	McAlLEN, TEXAS. 78504	956-408-0267
ENGINEER: GUILLERMO A. ARRATIA, P.E.	526 N. 5TH ST.	DONNA, TX. 78537	(956) 784-0218
SURVEYOR: HOMERO L. GUTIERREZ	2600 SAN DIEGO	MISSION, TEXAS. 78572	(956) 583-5479



LOCATION MAP

SCALE: 1" = 1000'



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

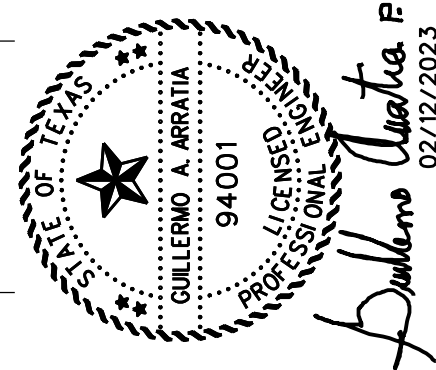
BY: _____ DEPUTY

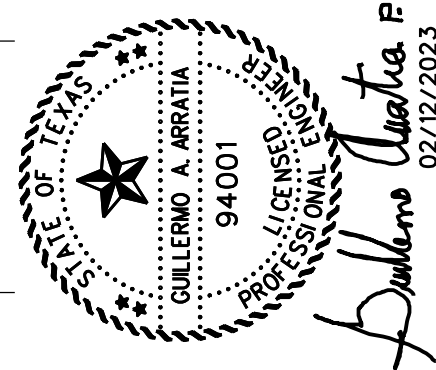
ENGINEERING, L.L.C.

CONSULTING ENGINEER

WATERLINE LAYOUT

NORTH VALLEY VILLAGE





AGENDA ITEM NO. 8G

Management Items

DATE: September 17, 2024

FROM: Marisol Vidales, Library Director

ITEM: Discussion and possible action to appoint a member to the Library Board

BACKGROUND INFORMATION: The purpose of the Library Board is to educate and engage citizens to use the library and its many services as well as help it grow. This can be library can be by advertising the library and its services, programming, and material whenever possible, by fundraising for the library through events and campaigns, by advocating literacy, and finally by reviewing and approving pertinent policies and procedures that will be beneficial to the community. They are expected to provide a link between the citizens of the community, elected officials of the City, and the professional staff of the Library Department. The Board shall act in a review and advisory capacity. The Director shall consider all recommendations and, within the scope of the City fiscal and management policies, carry out such recommendations within that context.

Last month Mrs. Joan Jensen's term was renewed but recently Mrs. Jensen advised me that she cannot continue for personal reasons.

At this time, we have one applicant, Ms. Dora Del Toro. Mrs. Del Toro is a former library employee, volunteers frequently, and is a loyal book club member.

If appointed her term would be for a total of three years and would end in June 2027.

BOARD REVIEW/CITIZEN FEEDBACK: Choose an item.

ALTERNATIVES/OPTIONS:

FISCAL IMPACT:

Proposed Expenditure/(Revenue):	Account Number(s):

Finance Review by:

LEGAL REVIEW:

ATTACHMENTS:

Staff Recommendation: Staff recommends appointing Dora Del Toro.



APPLICATION TO SERVE ON
BOARDS & COMMITTEES

Name: Dora del Toro Date: 9/10/24

Home Address: [REDACTED]

Cell Phone: [REDACTED] Email: [REDACTED]
(☒) Inside City Limits / () Outside City Limits

Occupation

(Note: If "Retired", what was your predominant occupation?): Retired -
Teacher - Program Specialist @ Texas Department of Health
Lastly, library aide at DHPGML.

I AM INTERESTED IN SERVING ON THE FOLLOWING BOARDS, COMMISSIONS,
OR COMMITTEES:

- | | |
|--|--|
| <input type="checkbox"/> Planning & Zoning Commission* | <input checked="" type="checkbox"/> Library Board |
| <input type="checkbox"/> Buildings & Standard Commission | <input type="checkbox"/> Development Corporation |
| <input type="checkbox"/> Industrial Foundation | <input type="checkbox"/> Charter Review |
| <input type="checkbox"/> Zoning Board of Adjustment | <input type="checkbox"/> Parks & Recreation |
| <input type="checkbox"/> Keep Mercedes Beautiful | <input type="checkbox"/> Historic Preservation Committee |

Please declare reason(s) for desired service:

As a first grade teacher, my primary goal was literacy.
Literacy has played an important part throughout
my career. Also, the love of books allows me to
share what I have learned. (continued in back)
Dora A. del Toro 9/10/24
Signature Date

NOTE: Citizens interested in serving on city boards and commissions are encouraged to fill out and return this form to City Hall. It is designed to assist the Mercedes City Commission in making board appointments.

*For Planning & Zoning Commission, applicants must be property owners.

Being part of the library board will entail the opportunity to assist in developing programs and activities with the emphasis on policy development. It would be a privilege to contribute back to my community in this regard.

September 5, 2024

Via E-Mail

Norton Rose Fulbright US LLP
98 San Jacinto Boulevard, Suite 1100
Austin, Texas 78701-4255
United States

Mr. Alberto Perez
City Manager
City of Mercedes, Texas
400 South Ohio Street
Mercedes, Texas 78570

Stephanie Leibe
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nortonrosefulbright.com

Re: City of Mercedes, Texas Combination Tax and Limited Pledge Revenue Certificates of
Obligation, Series 2024

Dear Mr. Perez:

I enclose as Exhibit A to this letter the agenda item to be utilized in preparing the agenda for the September 17, 2024 regular meeting of the City Commission. Thank you for ensuring that this agenda item is posted in accordance with the provisions of the Texas Open Meetings Act. I also enclose as Exhibit B the suggested motion for this item.

I also enclose a draft copy of the Ordinance for inclusion in the City Commission's agenda packets. Please send any comments to this Ordinance to me as soon as possible so that it may be finalized.

Lastly, I enclose Exhibit A and Exhibit B in Word format for your convenience.

Thank you, in advance, for your prompt attention to this matter. If I can provide any additional assistance concerning this matter, please do not hesitate to contact me.

Very truly yours,



Stephanie V. Leibe

SVL/lc

Enclosures

cc: Ms. Meredith Hernandez (City of Mercedes, Texas)
Ms. Joselynn Castillo (City of Mercedes, Texas)
Mr. Don Gonzales (Estrada Hinojosa & Company, Inc.)
Mr. Bobby Villarreal (Estrada Hinojosa & Company, Inc.)
Mr. Matt Lujan (Estrada Hinojosa & Company, Inc.)
Mr. Matthew A. Lee (Firm)
Mr. Chris Guevara (Firm)

EXHIBIT A

CONSIDERATION AND APPROVAL OF AN ORDINANCE AUTHORIZING THE ISSUANCE OF "CITY OF MERCEDES, TEXAS COMBINATION TAX AND LIMITED PLEDGE REVENUE CERTIFICATES OF OBLIGATION, SERIES 2024"; PROVIDING FOR THE PAYMENT OF SAID CERTIFICATES BY THE LEVY OF AN AD VALOREM TAX UPON ALL TAXABLE PROPERTY WITHIN THE CITY AND FURTHER SECURING SAID CERTIFICATES BY A LIEN ON AND PLEDGE OF THE PLEDGED REVENUES OF THE SYSTEM; AND PROVIDING AN EFFECTIVE DATE

EXHIBIT B

I MOVE THAT THE CITY COMMISSION ADOPT AN ORDINANCE AUTHORIZING THE ISSUANCE OF "CITY OF MERCEDES, TEXAS COMBINATION TAX AND LIMITED PLEDGE REVENUE CERTIFICATES OF OBLIGATION, SERIES 2024"

AN ORDINANCE AUTHORIZING THE ISSUANCE OF “CITY OF MERCEDES, TEXAS COMBINATION TAX AND LIMITED PLEDGE REVENUE CERTIFICATES OF OBLIGATION, SERIES 2024”; PROVIDING FOR THE PAYMENT OF SAID CERTIFICATES BY THE LEVY OF AN AD VALOREM TAX UPON ALL TAXABLE PROPERTY WITHIN THE CITY AND FURTHER SECURING SAID CERTIFICATES BY A LIEN ON AND PLEDGE OF THE PLEDGED REVENUES OF THE SYSTEM; PROVIDING THE TERMS AND CONDITIONS OF SAID CERTIFICATES AND RESOLVING OTHER MATTERS INCIDENT AND RELATING TO THE ISSUANCE, PAYMENT, SECURITY, SALE, AND DELIVERY OF SAID CERTIFICATES; AUTHORIZING THE EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT AND A PURCHASE CONTRACT; COMPLYING WITH THE REQUIREMENTS IMPOSED BY THE LETTER OF REPRESENTATIONS PREVIOUSLY EXECUTED WITH THE DEPOSITORY TRUST COMPANY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Commission of the City of Mercedes, Texas (the *City*) has caused notice to be given of its intention to issue certificates of obligation in the maximum principal amount of \$7,000,000 as provided pursuant to the provisions of the Certificate of Obligation Act of 1971, as amended, Texas Local Government Code, Section 271.041 through 271.064, for the purpose of paying contractual obligations of the City to be incurred for making permanent public improvements and for other public purposes, to-wit: (1) designing, planning, building, improving, extending, enlarging, and repairing the City’s utility system; (2) constructing street and bridge improvements (including utilities repair, replacement, and relocation), curbs, gutters, street lighting, technology improvements, signage, acquiring lands and rights-of-way necessary for streets, bridges, and sidewalk improvements, including drainage and landscaping incidental thereto; (3) acquiring vehicles and equipment for various City departments, including a brush truck; (4) the purchase of materials, supplies, equipment, machinery, landscaping, land, and rights-of-way for authorized needs and purposes; and (5) payment for professional services relating to the design, construction, project management, and financing of the aforementioned projects; and

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

WHEREAS, in accordance with the provisions of Section 271.049, as amended, Texas Local Government Code, the City confirms that notice of the City’s intention to issue certificates of obligation was approved by resolution at a public meeting and stated (1) the then current principal of all outstanding debt of the City; (2) the then current combined principal and interest required to pay all outstanding debt obligations of the City on time and in full, based on the City’s expectations relative to the interest due on any variable rate debt obligations, as applicable (3) the

maximum principal amount of the certificates of obligation to be authorized; (4) the estimated combined principal and interest required to pay the certificates of obligation in full; (5) the estimated interest rate for the certificates of obligation or that the maximum interest rate for the certificates of obligation may not exceed the maximum legal interest rate; and (6) the maximum maturity date of the certificates of obligation; and

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

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

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

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

SECTION 1. Authorization - Designation - Principal Amount - Purpose. The certificates of obligation of the City shall be and are hereby authorized to be issued in the aggregate principal amount of _____ AND NO/100 DOLLARS (\$ __, __, __), to be designated and bear the title of “CITY OF MERCEDES, TEXAS COMBINATION TAX AND LIMITED PLEDGE REVENUE CERTIFICATES OF OBLIGATION, SERIES 2024” (the *Certificates*), for the purpose of paying contractual obligations of the City to be incurred for making permanent public improvements and for other public purposes, to-wit: (1) designing, planning, building, improving, extending, enlarging, and repairing the City’s utility system; (2) constructing street and bridge improvements (including utilities repair, replacement, and relocation), curbs, gutters, street lighting, technology improvements, signage, acquiring lands and rights-of-way necessary for streets, bridges, and sidewalk improvements, including drainage and landscaping incidental thereto; (3) acquiring vehicles and equipment for various City departments, including a brush truck; (4) the purchase of materials, supplies, equipment, machinery, landscaping, land, and rights-of-way for authorized needs and purposes; and (5) payment for professional services relating to the design, construction, project management, and financing of the aforementioned projects, pursuant to the authority conferred by and in conformity with the laws of the State of Texas, particularly the Certificate of Obligation Act of 1971, as amended, Texas Local Government Code Section 271.041 through Section 271.064, Chapter 1502, as amended, Texas Government Code, and the City’s Home Rule Charter.

SECTION 2. Fully Registered Obligations - Authorized Denominations - Stated Maturities - Interest Rates – Certificate Date. The Certificates are issuable in fully registered form only; shall be dated September 1, 2024 (the *Certificate Date*) and shall be issued in denominations of \$5,000 or any integral multiple (within a Stated Maturity) thereof, and the Certificates shall become due and payable on February 15 in each of the years and in principal amounts (the *Stated*

Maturities) and bear interest on the unpaid principal amounts from the Closing Date (hereinafter defined), or from the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for, to the earlier of redemption or Stated Maturity, at the per annum rates, while Outstanding, in accordance with the following schedule:

<u>Years of Stated Maturity</u>	<u>Principal Amounts (\$)</u>	<u>Interest Rates (%)</u>
-------------------------------------	-----------------------------------	-------------------------------

The Certificates shall bear interest on the unpaid principal amounts from the Closing Date (anticipated to occur on October 3, 2024), or from the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for, to Stated Maturity or prior redemption, while Outstanding, at the rates per annum shown in the above schedule (calculated on the basis of a 360-day year of twelve 30-day months). Interest on the Certificates shall be payable on February 15 and August 15 in each year (each, an *Interest Payment Date*), commencing February 15, 2025 while the Certificates are Outstanding.

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

The selection and appointment of U.S. Bank Trust Company, National Association, Houston, Texas (the *Paying Agent/Registrar*), to serve as the initial Paying Agent/Registrar, for the Certificates is hereby approved and confirmed, and the City agrees and covenants to cause to be kept and maintained at the corporate trust office of the Paying Agent/Registrar books and records (the *Security Register*) for the registration, payment and transfer of the Certificates, all as provided herein, in accordance with the terms and provisions of a Paying Agent/Registrar Agreement, attached, in substantially final form, as Exhibit A hereto, and such reasonable rules and regulations as the Paying Agent/Registrar and City may prescribe. The City covenants to maintain and provide a Paying Agent/Registrar at all times while the Certificates are Outstanding, and any successor Paying Agent/Registrar shall be (i) a national or state banking institution or (ii) an association or a corporation organized and doing business under the laws of the United States of America or of any state, authorized under such laws to exercise trust powers. Such Paying Agent/Registrar shall be subject to supervision or examination by federal or state authority and authorized by law to serve as a Paying Agent/Registrar.

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

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

Principal of and premium, if any, on the Certificates shall be payable only upon presentation and surrender of the Certificates to the Paying Agent/Registrar at its corporate trust office. Interest on the Certificates shall be paid to the Holder whose name appears in the Security Register at the close of business on the last business day of the month next preceding an Interest Payment Date for the Certificates (the *Record Date*) and shall be paid (i) by check sent on or prior to the appropriate date of payment by United States mail, first-class postage prepaid, by the Paying Agent/Registrar, to the address of the Holder appearing in the Security Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested in writing by the Holder at the Holder's risk and expense.

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

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

SECTION 4. Redemption.

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

Term Certificate
Stated to Mature
on February 15, 20__

<u>Year</u>	<u>Principal Amount (\$)</u>
-------------	----------------------------------

*Payable at Stated Maturity.

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

B. Optional Redemption. The Certificates having Stated Maturities on and after February 15, 20__ shall be subject to redemption prior to Stated Maturity, at the option of the City, on February 15, 20__, or on any date thereafter, in whole or in part, in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity selected at random and by lot by the Paying Agent/Registrar), at the redemption price of par plus accrued interest to the date of redemption.

C. Exercise of Redemption Option. At least forty-five (45) days prior to a date set for the redemption of Certificates (unless a shorter notification period shall be satisfactory to the Paying Agent/Registrar), the City shall notify the Paying Agent/Registrar of its decision to exercise the right to redeem Certificates, the principal amount of each Stated Maturity to be redeemed, and the date set for the redemption thereof. The decision of the City to exercise the right to redeem Certificates shall be entered in the minutes of the governing body of the City.

D. Selection of Certificates for Redemption. If less than all Outstanding Certificates of the same Stated Maturity are to be redeemed on a redemption date, the Paying Agent/Registrar shall select at random and by lot the Certificates to be redeemed, provided that if less than the

entire principal amount of a Certificate is to be redeemed, the Paying Agent/Registrar shall treat such Certificate then subject to redemption as representing the number of Certificates Outstanding which is obtained by dividing the principal amount of such Certificate by \$5,000.

E. Notice of Redemption. Not less than thirty (30) days prior to a redemption date for the Certificates, the Paying Agent/Registrar shall cause a notice of redemption shall be sent by United States mail, first-class postage prepaid, in the name of the City and at the City's expense, by the Paying Agent/Registrar to each Holder of a Certificate to be redeemed, in whole or in part, at the address of the Holder appearing on the Security Register at the close of business on the business day next preceding the date of mailing such notice, and any notice of redemption so mailed shall be conclusively presumed to have been duly given irrespective of whether received by the Holder. This notice may also be published once in a financial publication, journal, or reporter of general circulation among securities dealers in the City of New York, New York (including, but not limited to, The Bond Buyer and The Wall Street Journal), or in the State of Texas (including, but not limited to, The Texas Bond Reporter).

All notices of redemption shall (i) specify the date of redemption for the Certificates, (ii) identify the Certificates to be redeemed and, in the case of a portion of the principal amount to be redeemed, the principal amount thereof to be redeemed, (iii) state the redemption price, (iv) state that the Certificates, or the portion of the principal amount thereof to be redeemed, shall become due and payable on the redemption date specified, and the interest thereon, or on the portion of the principal amount thereof to be redeemed, shall cease to accrue from and after the redemption date, and (v) specify that payment of the redemption price for the Certificates, or the principal amount thereof to be redeemed, shall be made at the corporate trust office of the Paying Agent/Registrar only upon presentation and surrender thereof by the Holder.

If a Certificate is subject by its terms to redemption and has been called for redemption and notice of redemption thereof has been duly given or waived as herein provided, such Certificate (or the principal amount thereof to be redeemed) so called for redemption shall become due and payable, and if money sufficient for the payment of such Certificates (or of the principal amount thereof to be redeemed) at the then applicable redemption price is held for the purpose of such payment by the Paying Agent/Registrar, then on the redemption date designated in such notice, interest on the Certificates (or the principal amount thereof to be redeemed) called for redemption shall cease to accrue and such Certificates shall not be deemed to be Outstanding in accordance with the provisions of this Ordinance.

F. Transfer/Exchange of Certificates. Neither the City nor the Paying Agent/Registrar shall be required (1) to transfer or exchange any Certificate during a period beginning forty-five (45) days prior to the date fixed for redemption of the Certificates or (2) to transfer or exchange any Certificate selected for redemption, provided, however, such limitation of transfer shall not be applicable to an exchange by the Holder of the unredeemed balance of a Certificate which is subject to redemption in part.

SECTION 5. Execution - Registration. The Certificates shall be executed on behalf of the City by its Mayor or Mayor Pro Tem under the seal of the City reproduced or impressed thereon and attested by its City Secretary. The signature of either of said officers on the Certificates may be manual or facsimile. Certificates bearing the manual or facsimile signatures of individuals who

were, at the time of the Certificate Date, the proper officers of the City shall bind the City, notwithstanding that such individuals or either of them shall cease to hold such offices prior to the delivery of the Certificates to the Purchasers (hereinafter defined), all as authorized and provided in Chapter 1201, as amended, Texas Government Code.

No Certificate shall be entitled to any right or benefit under this Ordinance, or be valid or obligatory for any purpose, unless there appears on such Certificate either a certificate of registration substantially in the form provided in Section 8C, executed by the Comptroller of Public Accounts of the State of Texas or his duly authorized agent by manual signature, or a certificate of registration substantially in the form provided in Section 8D, executed by the Paying Agent/Registrar by manual signature, and either such certificate upon any Certificate shall be conclusive evidence, and the only evidence, that such Certificate has been duly certified or registered and delivered.

SECTION 6. Registration - Transfer - Exchange of Certificates - Predecessor Certificates.
The Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of every owner of the Certificates, or if appropriate, the nominee thereof. Any Certificate may, in accordance with its terms and the terms hereof, be transferred or exchanged for Certificates of other authorized denominations upon the Security Register by the Holder, in person or by his duly authorized agent, upon surrender of such Certificate to the Paying Agent/Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon surrender for transfer of any Certificate at the corporate trust office of the Paying Agent/Registrar, the City shall execute and the Paying Agent/Registrar shall register and deliver, in the name of the designated transferee or transferees, one or more new Certificates of authorized denomination and having the same Stated Maturity and of a like interest rate and aggregate principal amount as the Certificate or Certificates surrendered for transfer.

At the option of the Holder, Certificates may be exchanged for other Certificates of authorized denominations and having the same Stated Maturity, bearing the same rate of interest and of like aggregate principal amount as the Certificates surrendered for exchange upon surrender of the Certificates to be exchanged at the corporate trust office of the Paying Agent/Registrar. Whenever any Certificates are so surrendered for exchange, the City shall execute, and the Paying Agent/Registrar shall register and deliver, the Certificates to the Holder requesting the exchange.

All Certificates issued upon any transfer or exchange of Certificates shall be delivered at the corporate trust office of the Paying Agent/Registrar, or be sent by registered mail to the Holder at his request, risk, and expense, and upon the delivery thereof, the same shall be the valid and binding obligations of the City, evidencing the same obligation to pay, and entitled to the same benefits under this Ordinance, as the Certificates surrendered upon such transfer or exchange.

All transfers or exchanges of Certificates pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or exchange

of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Certificates cancelled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be Predecessor Certificates, evidencing all or a portion, as the case may be, of the same debt evidenced by the new Certificate or Certificates registered and delivered in the exchange or transfer therefor. Additionally, the term Predecessor Certificates shall include any Certificate registered and delivered pursuant to Section 25 in lieu of a mutilated, lost, destroyed, or stolen Certificate which shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Certificate.

Notwithstanding anything in this Ordinance to the contrary, the Certificate may only be transferred to: (i) an affiliate of the Purchaser (hereinafter defined); (ii) a “Bank” as defined in Section 3(a)(2) of the Securities Act of 1933, as amended (the “Securities Act”); (iii) an “Accredited Investor” as defined in Regulation D under the Securities Act; or (iv) a “Qualified Institutional Buyer” as defined in Rule 144A under the Securities Act.

SECTION 7. Initial Certificate. The Certificates herein authorized shall be issued initially either (i) as a single fully registered Certificate in the total principal amount of \$_____, with principal installments to become due and payable as provided in Section 2 and numbered T-1, or (ii) as one (1) fully registered Certificate for each year of Stated Maturity in the applicable principal amount and denomination and to be numbered consecutively from T-1 and upward (the *Initial Certificate*) and, in either case, the Initial Certificate shall be registered in the name of the Purchasers or the designee thereof. The Initial Certificate shall be the Certificate submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the Purchasers. Any time after the delivery of the Initial Certificate to the Purchasers, the Paying Agent/Registrar, pursuant to written instructions from the Purchasers or their designee, shall cancel the Initial Certificate delivered hereunder and exchange therefor definitive Certificates of authorized denominations, Stated Maturities, principal amounts and bearing applicable interest rates on the unpaid principal amounts from the Closing Date, or from the most recent Interest Payment Date to which interest has been paid or duly provided for, to Stated Maturity, and shall be lettered “R” and numbered consecutively from one (1) upward for transfer and delivery to the Holders named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the Purchasers, or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

SECTION 8. Forms.

A. Forms Generally. The Certificates, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, and the form of Assignment to be printed on each of the Certificates shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance and may have such letters, numbers, or other marks of identification (including insurance legends in the event the Certificates, or any Stated Maturities thereof, are insured, and any reproduction of an opinion of Bond Counsel (hereinafter referenced) and identifying numbers and letters of the Committee on Uniform

Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including insurance legends and any reproduction of an opinion of Bond Counsel (hereinafter referenced)) thereon as may, consistent herewith, be established by the City or determined by the officers executing the Certificates as evidenced by their execution thereof. Any portion of the text of any Certificate may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Certificate.

The definitive Certificates shall be printed, lithographed, or engraved, produced by any combination of these methods, or produced in any other similar manner, all as determined by the officers executing the Certificates as evidenced by their execution thereof, but the Initial Certificate submitted to the Attorney General of the State of Texas may be typewritten or photocopied or otherwise reproduced.

[The remainder of this page intentionally left blank.]

B. Form of Definitive Certificate.

REGISTERED
NO. _____

REGISTERED
PRINCIPAL AMOUNT
\$ _____

United States of America
State of Texas
County of Hidalgo
CITY OF MERCEDES, TEXAS
COMBINATION TAX AND LIMITED PLEDGE REVENUE
CERTIFICATES OF OBLIGATION, SERIES 2024

Certificate Date: September 1, 2024 Interest Rate: Stated Maturity: CUSIP No.

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: _____

The City of Mercedes, Texas (the *City*), a body corporate and municipal corporation in the County of Hidalgo, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner specified above, or the registered assigns thereof, on the Stated Maturity date specified above, the Principal Amount specified above (or so much thereof as shall not have been paid upon prior redemption) and to pay interest on the unpaid Principal Amount hereof from the Closing Date (anticipated to occur on October 3, 2024), or from the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for until such Principal Amount has become due and payment thereof has been made or duly provided for, to the earlier of redemption or Stated Maturity, while Outstanding, at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 of each year (each, an *Interest Payment Date*) commencing February 15, 2025.

Principal and premium, if any, of this Certificate shall be payable to the Registered Owner hereof (the *Holder*), upon presentation and surrender, at the corporate trust office of the Paying Agent/Registrar executing the registration certificate appearing hereon or a successor thereof. Interest shall be payable to the Holder of this Certificate (or one or more Predecessor Certificates, as defined in the Ordinance hereinafter referenced) whose name appears on the Security Register maintained by the Paying Agent/Registrar at the close of business on the Record Date, which is the last business day of the month next preceding each Interest Payment Date. All payments of principal of and interest on this Certificate shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest shall be paid by the Paying Agent/Registrar by check sent on or prior to the appropriate date of payment by United States mail, first-class postage prepaid, to the Holder hereof at the address appearing in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by the Holder hereof at the Holder's risk and expense.

This Certificate is one of the series specified in its title issued in the aggregate principal amount of \$ __, __, __ (the *Certificates*) pursuant to an Ordinance adopted by the governing body of the City (the *Ordinance*), for the purpose of paying contractual obligations of the City to be incurred for making permanent public improvements and for other public purposes, to-wit: (1) designing, planning, building, improving, extending, enlarging, and repairing the City's utility system; (2) constructing street and bridge improvements (including utilities repair, replacement, and relocation), curbs, gutters, street lighting, technology improvements, signage, acquiring lands and rights-of-way necessary for streets, bridges, and sidewalk improvements, including drainage and landscaping incidental thereto; (3) acquiring vehicles and equipment for various City departments, including a brush truck; (4) the purchase of materials, supplies, equipment, machinery, landscaping, land, and rights-of-way for authorized needs and purposes; and (5) payment for professional services relating to the design, construction, project management, and financing of the aforementioned projects, under and in strict conformity with the laws of the State of Texas, particularly Chapter 1502, as amended, Texas Government Code, the Certificate of Obligation Act of 1971, as amended, Texas Local Government Code, Section 271.041 through 271.064, and the City's Home Rule Charter.

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

Term Certificate
Stated to Mature
on February 15, 20__

<u>Year</u>	<u>Principal Amount (\$)</u>
-------------	----------------------------------

*Payable at Stated Maturity.

The principal amount of a Term Certificate required to be redeemed pursuant to the operation of such mandatory redemption provisions shall be reduced, at the option of the City, by

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

As provided in the Ordinance, the Certificates shall be subject to redemption prior to Stated Maturities on and after February 15, 20__ shall be subject to redemption prior to Stated Maturity, at the option of the City, on February 15, 20__, or on any date thereafter, in whole or in part, in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity selected at random and by lot by the Paying Agent/Registrar), at the redemption price of par plus accrued interest to the date of redemption; provided, however, that at least thirty (30) days' prior written notice shall be sent to the Holder of the Certificates to be redeemed by United States mail, first-class postage prepaid and subject to the terms and provisions relating thereto contained in the Ordinance. If this Certificate is subject to redemption prior to Stated Maturity and is in a denomination in excess of \$5,000, portions of the principal sum hereof in installments of \$5,000 or any integral multiple thereof may be redeemed, and, if less than all of the principal sum hereof is to be redeemed, there shall be issued, without charge therefor, to the Holder hereof, upon the surrender of this Certificate to the Paying Agent/Registrar at its corporate trust office, a new Certificate or Certificates of like Stated Maturity and interest rate in any authorized denominations provided in the Ordinance for the then unredeemed balance of the principal sum hereof.

If this Certificate (or any portion of the principal sum hereof) shall have been duly called for redemption and notice of such redemption has been duly given, then upon such redemption date this Certificate (or the portion of the principal sum hereof to be redeemed) shall become due and payable, and, if the money for the payment of the redemption price, and the interest accrued on the principal amount to be redeemed to the date of redemption is held for the purpose of such payment by the Paying Agent/Registrar, interest shall cease to accrue and be payable hereon from and after the redemption date on the principal amount hereof to be redeemed. If this Certificate is called for redemption, in whole or in part, the City or the Paying Agent/Registrar shall not be required to issue, transfer, or exchange this Certificate within forty-five (45) days of the date fixed for redemption; provided, however, such limitation of transfer shall not be applicable to an exchange by the Holder of the unredeemed balance hereof in the event of its redemption in part.

The Certificates of this series are payable from the proceeds of an ad valorem tax levied upon all taxable property within the City, within the limitations prescribed by law, and are further payable from and secured by a lien on and pledge of the Pledged Revenues (identified and defined in the Ordinance), being a limited amount of the Net Revenues derived from the operation of the City's combined utility system (the *System*), such lien on and pledge of the limited amount of Net Revenues being subordinate and inferior to the lien on and pledge of such Net Revenues securing payment of the currently outstanding Prior Lien Obligations and Subordinate Lien Obligations, and any Additional Prior Lien Obligations, Junior Lien Obligations, or Additional Subordinate Lien Obligations hereafter issued by the City. The City has previously authorized the issuance of the currently outstanding Limited Pledge Obligations (identified and defined in the Ordinance) that are payable, in part, from and secured by a lien on and pledge of a limited amount of the Net Revenues of the System in the manner and as described in the ordinance authorizing the issuance

of the currently outstanding Limited Pledge Obligations. In the Ordinance, the City reserves and retains the right to issue Additional Prior Lien Obligations, Junior Lien Obligations, Additional Subordinate Lien Obligations, and Additional Limited Pledge Obligations (all as identified and defined in the Ordinance), while the Certificates are Outstanding, without limitation as to principal amount but subject to any terms, conditions or restrictions as may be applicable thereto under law or otherwise.

Reference is hereby made to the Ordinance, a copy of which is on file in the corporate trust office of the Paying Agent/Registrar, and to all of the provisions of which the Holder by his acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied and the revenues pledged for the payment of the Certificates; the terms and conditions under which the City may issue Additional Prior Lien Obligations, Junior Lien Obligations, Additional Subordinate Lien Obligations, and Additional Limited Pledge Obligations; the terms and conditions relating to the transfer or exchange of the Certificates; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the Holder; the rights, duties, and obligations of the City and the Paying Agent/Registrar; the terms and provisions upon which this Certificate may be redeemed or discharged at or prior to the Stated Maturity thereof, and deemed to be no longer Outstanding thereunder; and for the other terms and provisions specified in the Ordinance. Capitalized terms used herein have the same meanings assigned in the Ordinance.

This Certificate, subject to certain limitations contained in the Ordinance, may be transferred on the Security Register upon presentation and surrender at the corporate trust office of the Paying Agent/Registrar, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by the Holder hereof, or his duly authorized agent, and thereupon one or more new fully registered Certificates of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued to the designated transferee or transferees.

The City and the Paying Agent/Registrar, and any agent of either, shall treat the Holder hereof whose name appears on the Security Register (i) on the Record Date as the owner hereof for purposes of receiving payment of interest hereon, (ii) on the date of surrender of this Certificate as the owner hereof for purposes of receiving payment of principal hereof at its Stated Maturity or its redemption, in whole or in part, and (iii) on any other date as the owner hereof for all other purposes, and neither the City nor the Paying Agent/Registrar, or any such agent of either, shall be affected by notice to the contrary. In the event of a non-payment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a Special Record Date) will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the *Special Payment Date* - which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

This Certificate may only be transferred to: (i) an affiliate of the Purchaser as defined in the Ordinance; (ii) a "Bank" as defined in Section 3(a)(2) of the Securities Act of 1933, as amended

(the “Securities Act”); (iii) an “Accredited Investor” as defined in Regulation D under Securities Act; or (iv) a “Qualified Institutional Buyer” as defined in Rule 144A under the Securities Act.

It is hereby certified, covenanted, and represented that all acts, conditions, and things required to be performed, exist, and be done precedent to the issuance of this Certificate in order to render the same a legal, valid, and binding obligation of the City have been performed, exist, and have been done, in regular and due time, form, and manner, as required by the laws of the State of Texas and the Ordinance, and that issuance of the Certificates does not exceed any constitutional or statutory limitation; and that due provision has been made for the payment of the principal of, premium if any, and interest on the Certificates by the levy of a tax and collection of Pledged Revenues as aforestated. In case any provision in this Certificate or any application thereof shall be deemed invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions and applications shall not in any way be affected or impaired thereby. The terms and provisions of this Certificate and the Ordinance shall be construed in accordance with and shall be governed by the laws of the State of Texas.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the City has caused this Certificate to be duly executed under its official seal.

CITY OF MERCEDES, TEXAS

By _____
Mayor

ATTEST:

City Secretary

(CITY SEAL)

C. *Form of Registration Certificate of Comptroller of Public Accounts to Appear on Initial Certificate Only.

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER OF	§	
PUBLIC ACCOUNTS	§	
	§	REGISTER NO. _____
THE STATE OF TEXAS	§	

I HEREBY CERTIFY that this Certificate has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this _____

Comptroller of Public Accounts
of the State of Texas

(SEAL)

*NOTE TO PRINTER: Not to appear on printed Certificates.

D. Form of Certificate of Paying Agent/Registrar to Appear on Definitive Certificates Only.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Certificate has been duly issued under the provisions of the within-mentioned Ordinance; the Certificate or Certificates of the above-entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

Registered this date:

U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION, HOUSTON,
TEXAS as Paying Agent/Registrar

By: _____
Authorized Signature

*NOTE TO PRINTER: Print on Definitive Certificates.

E. Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto (Print or typewrite name, address, and zip code of transferee): _____

(Social Security or other identifying number): _____
the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

NOTICE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Certificate in every particular.

Signature guaranteed:

F. Form of Initial Certificate. The Initial Certificate shall be in the form set forth in paragraph B of this Section, except that the form of a single fully registered Initial Certificate shall be modified as follows:

- (i) immediately under the name of the Certificate the headings “Interest Rate and “Stated Maturity shall both be completed “as shown below”;
- (ii) the first two paragraphs shall read as follows:

The City of Mercedes, Texas (the *City*), a body corporate and municipal corporation in the County of Hidalgo, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner named above, or the registered assigns thereof, the Principal Amount specified above stated to mature on the fifteenth day of February in each of the years and in principal amounts and bearing interest at per annum rates in accordance with the following schedule:

<u>Years of</u> <u>Stated Maturity</u>	<u>Principal</u> <u>Amounts (\$)</u>	<u>Interest</u> <u>Rates (%)</u>
---	---	-------------------------------------

(Information to be inserted
from schedule in Section 2 hereof)

(or so much thereof as shall not have been paid upon prior redemption) and to pay interest on the unpaid Principal Amounts hereof from the Closing Date (anticipated to occur on October 3, 2024)

specified above, or from the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for until the Principal Amount has become due and payment thereof has been made or duly provided for, to the earlier of redemption or Stated Maturity, at the per annum rates of interest specified above, computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 of each year (each, an *Interest Payment Date*), commencing February 15, 2025.

Principal of this Certificate shall be payable to the Registered Owner hereof (the *Holder*), upon its presentation and surrender, to Stated Maturity or prior redemption, while Outstanding, at the corporate trust office of U.S. Bank Trust Company, National Association, Houston, Texas (the *Paying Agent/Registrar*). Interest shall be payable to the Holder of this Certificate whose name appears on the Security Register maintained by the Paying Agent/Registrar at the close of business on the Record Date, which is the last business day of the month next preceding each Interest Payment Date. All payments of principal of and interest on this Certificate shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest shall be paid by the Paying Agent/Registrar by check sent on or prior to the appropriate date of payment by United States mail, first-class postage prepaid, to the Holder hereof at the address appearing in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder hereof.

G. Insurance Legend. If bond insurance is obtained by the City or the Purchasers for the Certificates, the Definitive Certificates and the Initial Certificate shall bear an appropriate legend as provided by the insurer.

SECTION 9. Definitions. For all purposes of this Ordinance (as defined below), except as otherwise expressly provided or unless the context otherwise requires: (i) the terms defined in this Section have the meanings assigned to them in this Section, and certain terms used in Sections 27 and 44 of this Ordinance have the meanings assigned to them in Sections 27 and 44 of this Ordinance, and all such terms, include the plural as well as the singular; (ii) all references in this Ordinance to designated “Sections” and other subdivisions are to the designated Sections and other subdivisions of this Ordinance as originally adopted; and (iii) the words “herein”, “hereof”, and “hereunder” and other words of similar import refer to this Ordinance as a whole and not to any particular Section or other subdivision.

A. The term *Additional Limited Pledge Obligations* shall mean (i) any bonds, notes, warrants, certificates of obligation or other evidences of indebtedness hereinafter issued by the City payable in whole or in part from a limited pledge of and lien on Net Revenues of the System, being a lien on and pledge of Net Revenues that is subordinate and inferior to the lien thereon and pledge thereof securing the payment of the currently outstanding Prior Lien Obligations and Subordinate Lien Obligations and any Additional Prior Lien Obligations, Junior Lien Obligations, or Additional Subordinate Lien Obligations hereafter issued by the City, which pledge of revenues is limited pursuant to Section 1502.052, as amended, Texas Government Code, all as further provided in Section 20 of this Ordinance, and (ii) any obligations issued to refund the foregoing as determined by the City Commission in accordance with any applicable law.

B. The term *Additional Prior Lien Obligations* shall mean (i) any bonds, notes, warrants, certificates of obligation or any similar obligations hereafter issued by the City that are payable wholly or in part from and equally and ratably secured, together with the currently outstanding Prior Lien Obligations, by a prior and first lien on and pledge of the Net Revenues of the System, all as further provided in Section 20 of this Ordinance, and (ii) any obligations issued to refund the foregoing that are payable from and equally and ratably secured by a prior and first lien on and pledge of the Net Revenues of the System as determined by the City Commission in accordance with any applicable law.

C. The term *Additional Subordinate Lien Obligations* shall mean (i) any bonds, notes, warrants, certificates of obligation or any similar obligations hereinafter issued by the City that are payable wholly or in part from and equally and ratably secured, together with the currently outstanding Subordinate Lien Obligations, by a lien on and pledge of the Net Revenues of the System, such pledge being subordinate and inferior to the lien on and pledge of the Net Revenues that are or will be pledged to the payment of the currently outstanding Prior Lien Obligations and any Additional Prior Lien Obligations or Junior Lien Obligations hereinafter issued by the City, but prior and superior to the lien on and pledge of the limited amount of the Net Revenues securing, in part, the payment of the currently outstanding Limited Pledge Obligations, the Certificates, or any Additional Limited Pledge Obligations hereafter issued by the City, all as further provided in Section 20 of this Ordinance and (ii) any obligations hereinafter issued to refund any of the foregoing that are payable from and equally and ratably secured by a subordinate and inferior lien on and pledge of the Net Revenues as determined by the City Commission in accordance with applicable law.

D. The term *Authorized Officials* shall mean the Mayor, the Mayor Pro Tem, the City Manager, the Director of Finance, and/or the City Secretary.

E. The term *Certificates* shall mean the \$____,____,____ “CITY OF MERCEDES, TEXAS COMBINATION TAX AND LIMITED PLEDGE REVENUE CERTIFICATES OF OBLIGATION, SERIES 2024” authorized by this Ordinance.

F. The term *Certificate Fund* shall mean the special Fund created and established by the provisions of Section 10 of this Ordinance.

G. The term *City* shall mean the City of Mercedes, located in Hidalgo County, Texas and, where appropriate, the City Commission of the City.

H. The term *Closing Date* shall mean the date of physical delivery of the Initial Certificates in exchange for the payment of the agreed purchase price for the Certificates.

I. The term *Collection Date* shall mean, when reference is being made to the levy and collection of annual ad valorem taxes, the date the annual ad valorem taxes levied each year by the City become delinquent.

J. The term *Debt Service Requirements* shall mean, as of any particular date of computation, with respect to any obligations and with respect to any period, the aggregate of the amounts to be paid or set aside by the City as of such date or in such period for the payment of the principal of, premium, if any, and interest (to the extent not capitalized) on such obligations;

assuming, in the case of obligations without a fixed numerical rate, that such obligations bear interest at the maximum rate permitted by the terms thereof and further assuming in the case of obligations required to be redeemed or prepaid as to principal prior to Stated Maturity, the principal amounts thereof will be redeemed prior to Stated Maturity in accordance with the mandatory redemption provisions applicable thereto.

K. The term *Depository* shall mean an official depository bank of the City.

L. The term *Fiscal Year* shall mean the annual financial accounting period for the System now ending on September 30th of each year; provided, however, the City Commission may change such annual financial accounting period to end on another date if such change is found and determined to be necessary for accounting purposes or is required by applicable law.

M. The term *Government Securities*, as used herein, shall mean (i) direct noncallable obligations of the United States, including obligations that are unconditionally guaranteed by, the United States of America; (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than “AAA” or its equivalent; (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than “AAA” or its equivalent, or (iv) any additional securities and obligations hereafter authorized by the laws of the State of Texas as eligible for use to accomplish the discharge of obligations such as the Certificates.

N. The term *Gross Revenues* for any period shall mean all revenue during such period in respect or on account of the operation or ownership of the System, excluding refundable meter deposits, restricted gifts, and grants in aid of construction, but including earnings and income derived from the investment or deposit of money in any special fund or account (except the Certificate Fund) created and established for the payment or security of the Certificates.

O. The term *Holder* or *Holder*s shall mean the registered owner, whose name appears in the Security Register, for any Certificate.

P. The term *Interest Payment Date* shall mean the date interest is payable on the Certificates, being February 15 and August 15 of each year, commencing February 15, 2025, while any of the Certificates remain Outstanding.

Q. The term *Junior Lien Obligations* shall mean (i) any bonds, notes, warrants, certificates of obligation, or any similar obligations hereafter issued by the City that are payable, in whole or in part, from and equally and ratably secured by a junior and inferior lien on and pledge of the Net Revenues of the System, such pledge being junior and inferior to the lien on and pledge of the Net Revenues of the System, that are pledged to the currently outstanding Prior Lien Obligations and may be pledged to the payment of any Additional Prior Lien Obligations hereafter issued by the City, but prior and superior to the lien on and pledge of the Net Revenues securing

the payment of the currently outstanding Subordinate Lien Obligations, Limited Pledge Obligations, the Certificates, or any Additional Subordinate Lien Obligations or Additional Limited Pledge Obligations hereafter issued by the City, all as further provided in Section 20 of this Ordinance and (ii) any obligations hereafter issued to refund the foregoing that are payable from and equally and ratably secured by a junior and inferior lien on and pledge of the Net Revenues of the System as determined by the City Commission in accordance with any applicable law.

R. The term *Limited Pledge Obligations* shall mean (i) the Certificates and the currently outstanding and unpaid obligations of the City that are payable, in part, from and secured by a subordinate and inferior lien on and pledge of a limited amount of the Net Revenues of the System and designated as follows:

(1) CITY OF MERCEDES, TEXAS COMBINATION TAX AND LIMITED PLEDGE REVENUE CERTIFICATES OF OBLIGATION, SERIES 2015”, dated February 1, 2015, in the original principal amount of \$2,600,000; and

(2) CITY OF MERCEDES, TEXAS COMBINATION TAX AND LIMITED PLEDGE REVENUE CERTIFICATES OF OBLIGATION, SERIES 2018”, dated February 15, 2018, in the original principal amount of \$9,595,000;

(3) CITY OF MERCEDES, TEXAS COMBINATION TAX AND LIMITED PLEDGE REVENUE CERTIFICATES OF OBLIGATION, SERIES 2021”, dated September 15, 2021, in the original principal amount of \$8,250,000;

(4) Upon issuance, the Certificates; and

(ii) any obligations hereafter issued to refund any of the foregoing as determined by the City Commission in accordance with any applicable law.

S. The term *Maintenance and Operating Expenses* shall mean all current expenses of operating and maintaining the System not paid from the proceeds of the Certificates, including (1) the cost of all salaries, labor, materials, repairs, and extensions necessary to render efficient service, but only if, in the case of repairs and extensions, they are, in the judgment of the City Commission (reasonably and fairly exercised), necessary to maintain operation of the System and render adequate service to the City and the inhabitants thereof, or are necessary to meet some physical accident or condition which would otherwise impair obligations payable from Net Revenues, (2) payments to pension, retirement, health, hospitalization, and other employee benefit funds for employees of the City engaged in the operation or maintenance of the System, (3) payments under contracts for the purchase of water supply, treatment of sewage, or other materials, goods, or services for the System to the extent authorized by law and the provisions of such contract, (4) payments to auditors, attorneys, and other consultants incurred in complying with the obligations of the City hereunder, and (5) any legal liability of the City arising out of the operation, maintenance, or condition of the System, but excluding any allowance for depreciation, property retirement, depletion, obsolescence, and other items not requiring an outlay of cash and any interest on the Certificates or other bonds, notes, warrants, or similar obligations of the City payable from Net Revenues.

T. The term *Net Revenues* for any period shall mean the Gross Revenues of the System less the Maintenance and Operating Expenses of the System.

U. The term *Ordinance* shall mean this ordinance as finally passed and adopted by the City Commission of the City.

V. The term *Outstanding* when used in this Ordinance with respect to Certificates shall mean, as of the date of determination, all Certificates issued and delivered under this Ordinance, except:

(1) those Certificates cancelled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;

(2) those Certificates for which payment has been duly provided by the City in accordance with the provisions of Section 29 of this Ordinance; and

(3) those Certificates that have been mutilated, destroyed, lost, or stolen and replacement Certificates have been registered and delivered in lieu thereof as provided in Section 25 of this Ordinance.

W. The term *Pledged Revenues* shall mean, while the Certificates remain Outstanding, an amount of Net Revenues not in excess of \$1,000. The Pledged Revenues shall be deposited, allocated, and expended in accordance with Section 10 of this Ordinance.

X. The term *Pledged Revenue Amount* shall mean the total amount, not to exceed \$1,000 while the Certificates are Outstanding, of Net Revenues that may be transferred in whole or in part by the City in any given Fiscal Year (however, any amounts transferred prior to the final maturity date of the Certificates may not exceed the total amount of \$1,000) to the Certificate Fund.

Y. The term *Prior Lien Obligations* shall mean (i) the currently outstanding and unpaid obligations of the City that are payable wholly or in part from and equally and ratably secured by a prior and first lien on and pledge of the Net Revenues of the System as determined by the City Commission in accordance with any applicable law and designated as follows:

(1) CITY OF MERCEDES, TEXAS UTILITY SYSTEM REVENUE BONDS, SERIES 2013, dated February 15, 2013, in the original principal amount of \$3,255,000;

and (ii) any obligations hereafter issued to refund any of the foregoing that are payable from and equally and ratably secured by a prior and first lien on and pledge of the Net Revenues of the System as determined by the City Commission in accordance with any applicable law.

Z. The term *Purchasers* shall mean the initial purchaser or purchasers of the Certificates named in Section 26 of this Ordinance.

AA. The term *Stated Maturity* shall mean the annual principal payments of the Certificates payable on February 15 of each year the Certificates are Outstanding as set forth in Section 2 of this Ordinance.

BB. The term *Subordinate Lien Obligations* shall mean (i) the currently outstanding and unpaid obligations of the City that are payable, in whole or in part, from and equally and ratably secured by a subordinate and inferior lien on and pledge of the Net Revenues of the System, such pledge being subordinate and inferior to the lien on and pledge of the Net Revenues of the System that are or may be pledged to the payment of the currently outstanding Prior Lien Obligations and any Additional Prior Lien Obligations or Junior Lien Obligations hereafter issued by the City, but prior and superior to the lien on and pledge of the limited amount of the Net Revenues securing, in part, the payment of the currently outstanding Limited Pledge Obligations, the Certificates or any Additional Limited Pledge Obligations hereafter issued by the City, all as further provided in Section 20 of this Ordinance and (ii) any obligations hereafter issued to refund any of the foregoing if issued in a manner so as to be payable from and equally and ratably secured by a subordinate and inferior lien on and pledge of the Net Revenues of the System as determined by the City Commission in accordance with any applicable law and designated as follows:

(1) CITY OF MERCEDES, TEXAS COMBINATION TAX AND SUBORDINATE LIEN REVENUE CERTIFICATES OF OBLIGATION, SERIES 2006, dated June 1, 2006, in the original principal amount of \$1,265,000;

and (ii) any obligations hereafter issued to refund any of the foregoing that are payable from and equally and ratably secured by a subordinate and inferior lien on and pledge of the Net Revenues of the System as determined by the City Commission in accordance with any applicable law.

CC. The term *System* shall mean all properties, facilities and plants currently owned, operated, and maintained by the City for the supply, treatment, and transmission of treated potable water, for the collection and treatment of wastewater, together with all future extensions, improvements, replacements and additions thereto, whether situated within or without the limits of the City and the City expressly reserves the right at its sole discretion to include additional utility, telecommunications, technology, or similar enterprise services as components of the System; provided, however, that notwithstanding the foregoing, and to the extent now or hereinafter authorized or permitted by law, the term System shall not mean to include facilities of any kind which are declared not to be a part of the System and which are acquired or constructed by or on behalf of the City with the proceeds from the issuance of *Special Facilities Bonds*, which are hereby defined as being special revenue obligations of the City which are not payable from Net Revenues but which are payable from and equally and ratably secured by other liens on and pledges of any revenues, sources or payments, not pledged to the payment of the Prior Lien Obligations including, but not limited to, special contract revenues or payments received from any other legal entity in connection with such facilities.

SECTION 10. Certificate Fund – Investments. For the purpose of paying the interest on and to provide a sinking fund for the payment, redemption, and retirement of the Certificates, there shall be and is hereby created a special fund to be designated “COMBINATION TAX AND LIMITED PLEDGE REVENUE CERTIFICATES OF OBLIGATION, SERIES 2024, INTEREST AND SINKING FUND” (the *Certificate Fund*), which fund shall be kept and maintained at the Depository, and money deposited in the Certificate Fund shall be used for no other purpose and shall be maintained as provided in Section 27. Authorized Officials of the City are hereby authorized and directed to make withdrawals from the Certificate Fund sufficient to pay the purchase price or the amount of principal of, premium, if any, and interest on the

Certificates as the same become due and payable, or the purchase price thereof, and shall cause to be transferred to the Paying Agent/Registrar from money on deposit in the Certificate Fund an amount sufficient to pay the amount of principal and/or interest stated to mature on the Certificates, such transfer of funds to the Paying Agent/Registrar to be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar on or before the business day next preceding each interest and principal payment date for the Certificates.

The City, at its sole discretion, may deposit the Pledged Revenue Amount to the Certificate Fund. The Pledged Revenue Amount, if deposited, shall be expended annually to pay principal of and interest on the Certificates as the same become due and payable. This Pledged Revenue Amount shall be accounted for and transferred to the Paying Agent/Registrar in accordance with the provisions of the previous paragraph of this Section.

Pending the transfer of funds to the Paying Agent/Registrar, money deposited in any fund created and established by this Ordinance may, at the option of the City, be placed in time deposits, certificates of deposit, guaranteed investment contracts, or similar contractual agreements, as permitted by the provisions of the Public Funds Investment Act, as amended, Chapter 2256, Texas Government Code, secured (to the extent not insured by the Federal Deposit Insurance Corporation) by obligations of the type hereinafter described, or be invested, as authorized by any law, including investments held in book-entry form, in securities, including, but not limited to, direct obligations of the United States of America, obligations guaranteed or insured by the United States of America, which, in the opinion of the Attorney General of the United States, are backed by its full faith and credit or represent its general obligations, or invested in indirect obligations of the United States of America, including, but not limited to, evidences of indebtedness issued, insured or guaranteed by such governmental agencies as the Federal Land Banks, Federal Intermediate Credit Banks, Banks for Cooperatives, Federal Home Loan Banks, Government National Mortgage Association, Farmers Home Administration, Federal Home Loan Mortgage Association, Small Business Administration, or Federal Housing Association; provided that all such deposits and investments shall be made in such a manner that the money required to be expended from such fund will be available at the proper time or times. All interest and income derived from deposits and investments in any fund established pursuant to the provisions of this Ordinance shall be credited to, and any losses debited to, such fund. All such investments shall be sold promptly when necessary to prevent any default in connection with the Certificates.

SECTION 11. Tax Levy. To provide for the payment of the Debt Service Requirements on the Certificates being (i) the interest on the Certificates and (ii) a sinking fund for their redemption at Stated Maturity or a sinking fund of 2% (whichever amount shall be the greater), there shall be and there is hereby levied for the current year and each succeeding year thereafter while the Certificates or any interest thereon shall remain Outstanding, a sufficient tax, within the limitations prescribed by law, on each one hundred dollars valuation of taxable property in the City, adequate to pay such Debt Service Requirements, full allowance being made for delinquencies and costs of collection; said tax shall be assessed and collected each year and applied to the payment of the Debt Service Requirements, and the same shall not be diverted to any other purpose. The taxes so levied and collected shall be paid into the Certificate Fund and are thereafter pledged to the payment of the Certificates. The City Commission hereby declares its purpose and intent to provide and levy a tax legally and fully sufficient to pay such Debt Service Requirements, it having been determined that the existing and available taxing authority of the City for such

purpose is adequate to permit a legally sufficient tax in consideration of all other outstanding indebtedness and other obligations of the City.

The amount of taxes to be provided annually for the payment of the principal of and interest on the Certificates shall be determined and accomplished in the following manner:

A. Prior to the date the City Commission establishes the annual tax rate and passes an ordinance levying ad valorem taxes each year, the City Commission shall determine:

(1) the amount of Debt Service Requirements to become due and payable on the Certificates between the Collection Date for the taxes then to be levied and the Collection Date for the taxes to be levied during the next succeeding calendar year;

(2) the amount on deposit in the Certificate Fund after (a) deducting therefrom the total amount of Debt Service Requirements to become due on Certificates prior to the Collection Date for the ad valorem taxes to be levied and (b) adding thereto the amount of the Pledged Revenues, if any, to be appropriated and allocated during such year to pay such Debt Service Requirements, if any, prior to the Collection Date for the ad valorem taxes to be levied; and

(3) the amount of Pledged Revenues, if any, to be appropriated and to be set aside for the payment of the Debt Service Requirements on the Certificates between the Collection Date for the taxes then to be levied and the Collection Date for the taxes to be levied during the next succeeding Fiscal Year.

B. The amount of taxes to be levied annually each year to pay the Debt Service Requirements on the Certificates shall be the amount established in paragraph (1) above less the sum total of the amounts established in paragraphs (2) and (3), after taking into consideration delinquencies and costs of collecting such annual taxes.

SECTION 12. Pledge of Revenues. The City hereby covenants and agrees that, subject to (i) any prior lien on and pledge of the Net Revenues of the System to the payment and security of the currently outstanding Prior Lien Obligations and Subordinate Lien Obligations, and any Additional Prior Lien Obligations, Junior Lien Obligations, or Additional Subordinate Lien Obligations hereafter issued by the City and (ii) the lien on and pledge of a limited amount of the Net Revenues to the payment and security of the currently outstanding Limited Pledge Obligations, the Certificates, and any Additional Limited Pledge Obligations hereafter issued by the City, the Pledged Revenues are hereby irrevocably pledged to the payment of the principal of and interest on the Certificates and the pledge of Pledged Revenues herein made for the payment of the Certificates shall constitute a lien on the Pledged Revenues in accordance with the terms and provisions hereof and be valid and binding without any physical delivery thereof or further act by the City.

SECTION 13. System Fund. The City hereby covenants and agrees that all Gross Revenues derived from the operation of the System shall be kept separate and apart from all other funds, accounts and money of the City and shall be deposited as collected into the "CITY OF MERCEDES, TEXAS UTILITY SYSTEM FUND" (the *System Fund*). All money deposited in

the System Fund shall be pledged and appropriated to the extent required for the following purposes and in the order of priority shown:

- First: to the payment of the reasonable and proper Maintenance and Operating Expenses of the System required by statute or ordinances authorizing the issuance of any indebtedness of the City to be a first charge on and claim against the Gross Revenues of the System;
- Second: To the payment of the amounts that must be deposited in the special funds and accounts created and established for the payment, security, and benefit of the currently outstanding Prior Lien Obligations and any Additional Prior Lien Obligations hereafter issued by the City in accordance with the terms and provisions of any ordinance authorizing their issuance;
- Third: To the payment of the amounts that must be deposited in the special funds and accounts created and established for the payment, security, and benefit of any Junior Lien Obligations hereafter issued by the City in accordance with the terms and provisions of any ordinance authorizing their issuance;
- Fourth: To the payment of the amounts that must be deposited in the special funds and accounts created and established for the payment, security, and benefit of the currently outstanding Subordinate Lien Obligations and any Additional Subordinate Lien Obligations hereafter issued by the City in accordance with the terms and provisions of any ordinance authorizing their issuance; and
- Fifth: To the payment of the amounts that may be deposited in the special funds and accounts established for the payment of the currently outstanding Limited Pledge Obligations, including the Certificates, and any Additional Limited Pledge Obligations hereafter issued by the City in accordance with the terms and provisions of any ordinances authorizing their issuance.

Any Net Revenues remaining in the System Fund after satisfying the foregoing payments, or making adequate and sufficient provision for the payment, security and benefit thereof, may be appropriated and used for any other City purpose now or hereinafter permitted by law.

SECTION 14. Deposits to Certificate Fund – Surplus Certificate Proceeds. The City hereby covenants and agrees to cause to be deposited in the Certificate Fund prior to a principal and interest payment date for the Certificates, from the Pledged Revenues in the System Fund, after the deduction of all payments required to be made to the special funds or accounts created for the payment, security, and benefit of (i) the currently outstanding Prior Lien Obligations and Subordinate Lien Obligations, and any Additional Prior Lien Obligations, Junior Lien Obligations, or Additional Subordinate Lien Obligations hereafter issued by the City and (ii) the currently outstanding Limited Pledge Obligations, including the Certificates or any Additional Limited Pledge Obligations hereafter issued by the City, any amounts budgeted to be paid therefrom in such Fiscal Year.

Accrued interest, if any, received from the Purchasers of the Certificates shall be deposited to the Certificate Fund and ad valorem taxes levied and collected for the benefit of the Certificates shall be deposited to the Certificate Fund. In addition, any surplus proceeds, including investment income therefrom, from the sale of the Certificates not expended for authorized purposes shall be deposited in the Certificate Fund, and such amounts so deposited shall reduce the sums otherwise required to be deposited in said fund from ad valorem taxes.

SECTION 15. Security of Funds. All money on deposit in the funds for which this Ordinance makes provision (except any portion thereof as may be at any time properly invested as provided herein) shall be secured in the manner and to the fullest extent required by the laws of the State of Texas for the security of public funds, and money on deposit in such funds shall be used only for the purposes permitted by this Ordinance.

SECTION 16. Maintenance of System - Insurance. The City covenants and agrees that while the Certificates remain Outstanding it will maintain and operate the System with all possible efficiency and maintain casualty and other insurance (including a system of self-insurance) on the properties of the System and its operations of a kind and in such amounts customarily carried by municipal corporations in the State of Texas engaged in a similar type of business and that it will faithfully and punctually perform all duties with reference to the System required by the laws of the State of Texas. All money received from losses under such insurance policies, other than public liability policies, are held for the benefit of the holders of the Certificates until and unless the proceeds are paid out in making good the loss or damage in respect of which such proceeds are received, either by replacing the property destroyed or repairing the property damaged, and adequate provision for making good such loss or damage must be made within ninety (90) days after the date of loss. The payment of premiums for all insurance policies required under the provisions hereof shall be considered Maintenance and Operating Expenses. Nothing in this Ordinance shall be construed as requiring the City to expend any funds which are derived from sources other than the operation of the System but nothing herein shall be construed as preventing the City from doing so.

SECTION 17. Rates and Charges. The City hereby covenants and agrees with the Holders of the Certificates that rates and charges for utility services afforded by the System will be established and maintained to provide Gross Revenues sufficient at all times:

A. to pay, together with any other lawfully available funds, all operating, maintenance, depreciation, replacement, betterment, and other costs incurred in the maintenance and operation of the System, including, but not limited to, Maintenance and Operating Expenses; provided, however, that the City expressly reserves the right to utilize other lawfully available funds to pay the Maintenance and Operating Expenses;

B. to produce Net Revenues sufficient, together with any other lawfully available funds, to pay (i) the interest on and principal of the currently outstanding Prior Lien Obligations and any Additional Prior Lien Obligations hereafter issued by the City as the same becomes due and payable and the amounts required to be deposited in any special fund created and established for the payment, security, and benefit thereof, (ii) the interest on and principal of any Junior Lien Obligations hereafter issued by the City as the same becomes due and payable and the amounts required to be deposited in any special fund created and established for the payment, security, and

benefit thereof, (iii) the interest on and principal of the currently outstanding Subordinate Lien Obligations and any Additional Subordinate Lien Obligations hereafter issued by the City as the same becomes due and payable and the amounts required to be deposited in any special fund created and established for the payment, security, and benefit thereof, and (iv) the amounts that may be deposited in the special funds established for the payment of the currently outstanding Limited Pledge Obligations, the Certificates, or any Additional Limited Pledge Obligations hereafter issued by the City; and

C. to pay other legally incurred indebtedness payable from the Net Revenues of the System and/or secured by a lien on the System or the Net Revenues thereof.

SECTION 18. Records and Accounts - Annual Audit. The City further covenants and agrees that so long as any of the Certificates remain Outstanding it will keep and maintain separate and complete records and accounts pertaining to the operations of the System in which complete and correct entries shall be made of all transactions relating thereto, as provided by Chapter 1502, as amended, Texas Government Code, or other applicable law. The Holders of the Certificates or any duly authorized agent or agents of the Holders shall have the right to inspect the System and all properties comprising the same. The City further agrees that, following the close of each Fiscal Year, it will cause an audit of such books and accounts to be made by an independent firm of certified public accountants. Expenses incurred in making the annual audit of the operations of the System are to be regarded as Maintenance and Operating Expenses.

SECTION 19. Remedies in Event of Default. In addition to all the rights and remedies provided by the laws of the State of Texas, the City covenants and agrees particularly that in the event the City (a) defaults in the payments to be made to the Certificate Fund, or (b) defaults in the observance or performance of any other of the covenants, conditions, or obligations set forth in this Ordinance, the Holders of any of the Certificates shall be entitled to seek a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the governing body of the City and other officers of the City to observe and perform any covenant, condition, or obligation prescribed in this Ordinance.

No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. The specific remedies herein provided shall be cumulative of all other existing remedies and the specification of such remedies shall not be deemed to be exclusive.

SECTION 20. Issuance of Additional Prior Lien Obligations, Junior Lien Obligations, Additional Subordinate Lien Obligations, and Additional Limited Pledge Obligations. The City hereby expressly reserves the right to hereinafter issue bonds, notes, warrants, certificates of obligation, or similar obligations, payable, wholly or in part, as appropriate, from and secured by a pledge of and lien on the Net Revenues of the System with the following priorities, without limitation as to principal amount, but subject to any terms, conditions, or restrictions applicable thereto under existing ordinances, laws, or otherwise:

A. Additional Prior Lien Obligations payable from and equally and ratably secured by a first and prior lien on and pledge of the Net Revenues of the System;

B. Junior Lien Obligations payable from and equally and ratably secured by a lien on and pledge of the Net Revenues that is junior and inferior to the lien on and pledge thereof securing the payment of the currently outstanding Prior Lien Obligations and any Additional Prior Lien Obligations hereafter issued by the City, but prior and superior to the lien on and pledge of the Net Revenues securing, in part, the payment of the currently outstanding Subordinate Lien Obligations and Limited Pledge Obligations, and the Certificates, and any Additional Subordinate Lien Obligations or Additional Limited Pledge Obligations hereafter issued by the City; and

C. Additional Subordinate Lien Obligations payable from and equally and ratably secured by a lien on and pledge of the Net Revenues that is subordinate and inferior to the lien on and pledge thereof securing the payment of the currently outstanding Prior Lien Obligations and any Additional Prior Lien Obligations or Junior Lien Obligations hereafter issued by the City, but prior and superior to the lien on and pledge of the Net Revenues securing, in part, the payment of the currently outstanding Limited Pledge Obligations, the Certificates, and any Additional Limited Pledge Obligations hereafter issued by the City; and

D. Additional Limited Pledge Obligations secured by a lien on and pledge of a limited amount of the Net Revenues in accordance with the provisions of the following paragraph.

Additional Prior Lien Obligations, Junior Lien Obligations, or Additional Subordinate Lien Obligations, if issued, may be payable, in whole or in part, from Net Revenues (without impairment of the obligation of contract with the holders of the currently outstanding Limited Pledge Obligations and the Certificates) upon such terms and conditions as the City Commission may determine. Additional Limited Pledge Obligations, if issued and payable, in whole or in part, from Pledged Revenues (defined in the same or similar terms as provided in Section 9 of this Ordinance or in the ordinance authorizing the issuance of the currently outstanding Limited Pledge Obligations), shall not in any event be construed to be payable from the Pledged Revenues authorized by this Ordinance or in the ordinance authorizing the issuance of the currently outstanding Limited Pledge Obligations to be budgeted and appropriated for the payment of the Certificates or the ordinance authorizing the issuance of the currently outstanding Limited Pledge Obligations. However, the lien on and pledge of the limited amount of Net Revenues securing, in part, the payment of the Certificates, the Limited Pledge Obligations, and any Additional Limited Pledge Obligations shall be subordinate and inferior to the pledge of and lien on the Net Revenues securing the payment of the currently outstanding Prior Lien Obligations and Subordinate Lien Obligations and any Additional Prior Lien Obligations, Junior Lien Obligations, or Additional Subordinate Lien Obligations hereafter issued by the City.

SECTION 21. Special Covenants. The City hereby further covenants that:

A. it has the lawful power to pledge the Pledged Revenues supporting the Certificates and has lawfully exercised said powers under the laws of the State of Texas, including power existing under Chapter 1502, as amended, Texas Government Code, the Certificate of Obligation Act of 1971, as amended, Texas Local Government Code, Section 271.041 through Section 271.064, and the City's Home Rule Charter;

B. other than for the payment of the currently outstanding Prior Lien Obligations, the Subordinate Lien Obligations, the Limited Pledge Obligations, and the Certificates, the Net

Revenues of the System have not in any manner been pledged to the payment of any debt or obligation of the City or of the System;

C. as long as any Certificates or any interest thereon remain Outstanding, the City will not sell, lease or encumber (except in the manner provided in Section 20 of this Ordinance) the System or any substantial part thereof, provided that this covenant shall not be construed to prohibit the sale of such machinery, or other properties or equipment which has become obsolete or otherwise unsuited to the efficient operation of the System;

D. to the extent that it legally may, the City further covenants and agrees that, so long as any of the Certificates, or any interest thereon, are Outstanding, no franchise shall be granted for the installation or operation of any competing utility systems other than those owned by the City, and the operation of any such systems by anyone other than the City is hereby prohibited; and

E. no free service of the System shall be allowed, and should the City or any of its agents or instrumentalities make use of the services and facilities of the System, payment of the reasonable value thereof shall be made by the City out of funds from sources other than the revenues and income of the System.

SECTION 22. Application of the Covenants and Agreements of the Additional Prior Lien Obligations, Junior Lien Obligations, or Additional Subordinate Lien Obligations. It is the intention of the City Commission and accordingly hereby recognized and stipulated that the provisions, agreements, and covenants contained herein bearing upon the management and operations of the System, and the administration and application of Gross Revenues derived from the operation thereof, shall to the extent possible be harmonized with like provisions, agreements, and covenants contained in the ordinances authorizing the issuance of the currently outstanding Prior Lien Obligations, Subordinate Lien Obligations, and any Additional Prior Lien Obligations, Junior Lien Obligations, or Additional Subordinate Lien Obligations hereafter issued by the City, and to the extent of any irreconcilable conflict between the provisions contained herein and in the ordinances authorizing the issuance of the currently outstanding Prior Lien Obligations, Subordinate Lien Obligations, and any Additional Prior Lien Obligations, or Junior Lien Obligations, or Additional Subordinate Lien Obligations hereinafter issued by the City, the provisions, agreements and covenants contained therein shall prevail to the extent of such conflict and be applicable to this Ordinance, especially the priority of rights and benefits conferred thereby to the holders of the currently outstanding Prior Lien Obligations and Subordinate Lien Obligations and any Additional Prior Lien Obligations, Junior Lien Obligations, and Subordinate Lien Obligations hereafter issued by the City. It is expressly recognized that prior to the issuance of any Additional Prior Lien Obligations, Junior Lien Obligations, or Additional Subordinate Lien Obligations, the City must comply with each of the conditions precedent contained in the ordinances authorizing the issuance of the currently outstanding Prior Lien Obligations, Subordinate Lien Obligations, and Limited Pledge Obligations (including the Certificates), as appropriate.

SECTION 23. Notices to Holders – Waiver. Wherever this Ordinance provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States mail, first-class postage prepaid, to the address

of each Holder appearing in the Security Register at the close of business on the business day next preceding the mailing of such notice.

In any case where notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Holders. Where this Ordinance provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 24. Cancellation. All Certificates surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly cancelled by it and, if surrendered to the City, shall be delivered to the Paying Agent/Registrar and, if not already cancelled, shall be promptly cancelled by the Paying Agent/Registrar. The City may at any time deliver to the Paying Agent/Registrar for cancellation any Certificates previously certified or registered and delivered which the City may have acquired in any manner whatsoever, and all Certificates so delivered shall be promptly cancelled by the Paying Agent/Registrar. All cancelled Certificates held by the Paying Agent/Registrar shall be destroyed as directed by the City.

SECTION 25. Mutilated, Destroyed, Lost, and Stolen Certificates. If (1) any mutilated Certificate is surrendered to the Paying Agent/Registrar, or the City and the Paying Agent/Registrar receive evidence to their satisfaction of the destruction, loss, or theft of any Certificate, and (2) there is delivered to the City and the Paying Agent/Registrar such security or indemnity as may be required to save each of them harmless, then, in the absence of notice to the City or the Paying Agent/Registrar that such Certificate has been acquired by a bona fide purchaser, the City shall execute and, upon its request, the Paying Agent/Registrar shall register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost, or stolen Certificate, a new Certificate of the same Stated Maturity and interest rate and of like tenor and principal amount, bearing a number not contemporaneously Outstanding.

In case any such mutilated, destroyed, lost, or stolen Certificate has become or is about to become due and payable, the City in its discretion may, instead of issuing a new Certificate, pay such Certificate.

Upon the issuance of any new Certificate or payment in lieu thereof, under this Section, the City may require payment by the Holder of a sum sufficient to cover any tax or other governmental charge imposed in relation thereto and any other expenses and charges (including attorney's fees and the fees and expenses of the Paying Agent/Registrar) connected therewith.

Every new Certificate issued pursuant to this Section in lieu of any mutilated, destroyed, lost, or stolen Certificate shall constitute a replacement of the prior obligation of the City, whether or not the mutilated, destroyed, lost, or stolen Certificate shall be at any time enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Certificates.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost, or stolen Certificates.

SECTION 26. Sale of the Certificates - Approval of Purchase Contract –Use of Certificate Proceeds. The Certificates authorized by this Ordinance are hereby sold by the City to SAMCO Capital Markets, Inc., San Antonio, Texas as the initial purchaser of the Certificates pursuant to a negotiated sale (the *Purchasers*, having all the rights and obligations of a Holder) in accordance with the provisions of a Purchase and Investment Letter (the *Purchase Contract*), dated September 17, 2024, attached hereto as Exhibit B and incorporated herein by reference as a part of this Ordinance for all purposes. The Initial Certificate shall be registered in the name of SAMCO Capital Markets, Inc. The pricing and terms of the sale of the Certificates are hereby found and determined to be the most advantageous reasonably obtainable by the City. Each Authorized Official is hereby authorized and directed to execute the Purchase Contract for and on behalf of the City and as the act and deed of the City Commission, and in regard to the approval and execution of the Purchase Contract, the City Commission hereby finds, determines and declares that the representations, warranties, and agreements of the City contained in the Purchase Contract are true and correct in all material respects and shall be honored and performed by the City. Delivery of the Certificates to the Purchasers shall occur as soon as practicable after the adoption of this Ordinance, upon payment therefor in accordance with the terms of the Purchase Contract.

Proceeds from the sale of the Certificates shall be applied as follows:

(1) Accrued interest, if any, received from the Purchasers, shall be deposited into the Certificate Fund.

(2) The City received a net reoffering premium from the sale of the Certificates, \$_____ of which is hereby allocated by the City in the following manner: (1) \$_____ to pay the Purchasers' compensation, (2) \$_____ shall be deposited into the Certificate Fund (representing the rounding amount of \$_____), and (3) \$_____ to pay the remaining costs of issuance.

(3) The balance of the proceeds derived from the sale of the Certificates (after paying costs of issuance and including an allocation of \$_____ of the proceeds) shall be deposited into the special construction account or accounts, created for the projects to be constructed with the proceeds of the Certificates. This special construction account shall be established and maintained at the Depository and shall be invested in accordance with the provisions of Section 10 of this Ordinance. Interest earned on the proceeds of the Certificates pending completion of construction of the projects financed with such proceeds shall be accounted for, maintained, deposited, and expended as permitted by the provisions of Chapter 1201, as amended, Texas Government Code, or as required by any other applicable law. Thereafter, such amounts shall be expended in accordance with Section 14 of this Ordinance.

SECTION 27. Covenants to Maintain Tax-Exempt Status.

A. Definitions. When used in this Section, the following terms have the following meanings:

“*Closing Date*” means the date on which the Certificates are first authenticated and delivered to the initial purchasers against payment therefor.

“*Code*” means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

“*Computation Date*” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“*Gross Proceeds*” means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Certificates.

“*Investment*” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“*Nonpurpose Investment*” means any investment property, as defined in section 148(b) of the Code, in which Gross Proceeds of the Certificates are invested and which is not acquired to carry out the governmental purposes of the Certificates.

“*Rebate Amount*” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“*Regulations*” means any proposed, temporary, or final Income Tax Regulations issued pursuant to sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Certificates. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

“*Yield*” of

(1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations; and

(2) the Certificates means the yield as calculated pursuant to Section 1.148-4 of the Regulations.

B. Not to Cause Interest to Become Taxable. The City shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Certificate to become includable in the gross income, as defined in section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption

from federal income tax of the interest on any Certificate, the City shall comply with each of the specific covenants in this Section.

C. No Private Use or Private Payments. Except to the extent that it will not cause the Certificates to become “private activity bonds” within the meaning of section 141 of the Code and the Regulations and rulings thereunder, the City shall at all times prior to the last Stated Maturity of Certificates:

(1) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Certificates, and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(2) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Certificates or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application within the City or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

D. No Private Loan. Except to the extent it will not cause the Certificates to become “private activity bonds” within the meaning of section 141 of the Code and the Regulations and rulings thereunder, the City shall not use Gross Proceeds of the Certificates to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be “loaned” to a person or entity if- (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

E. Not to Invest at Higher Yield. Except to the extent it will not cause the Certificates to become “arbitrage bonds” within the meaning of section 148 of the Code and the Regulations and rulings thereunder, the City shall not at any time prior to the final Stated Maturity of the Certificates directly or indirectly invest Gross Proceeds in any Investment, if as a result of such investment the Yield of any Investment acquired with Gross Proceeds, whether then held or previously disposed of, materially exceeds the Yield of the Certificates.

F. Not Federally Guaranteed. Except to the extent permitted by section 149(b) of the Code and the Regulations and rulings thereunder, the City shall not take or omit to take any action which would cause the Certificates to be federally guaranteed within the meaning of section 149(b) of the Code and the Regulations and rulings thereunder.

G. Information Report. The City shall timely file the information required by section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

H. Rebate of Arbitrage Profits. Except to the extent otherwise provided in section 148(f) of the Code and the Regulations and rulings thereunder:

(1) The City shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last Outstanding Certificate is discharged. However, to the extent permitted by law, the City may commingle Gross Proceeds of the Certificates with other money of the City, provided that the City separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(2) Not less frequently than each Computation Date, the City shall calculate the Rebate Amount in accordance with rules set forth in section 148(f) of the Code and the Regulations and rulings thereunder. The City shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Certificates until six years after the final Computation Date.

(3) As additional consideration for the purchase of the Certificates by the Purchasers and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the City shall pay to the United States out of the Certificate Fund or its general fund, as permitted by applicable Texas statute, regulation or opinion of the Attorney General of the State of Texas, the amount that when added to the future value of previous rebate payments made for the Certificates equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by section 148(f) of the Code and the Regulations and rulings thereunder.

(4) The City shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and (3), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

I. Not to Divert Arbitrage Profits. Except to the extent permitted by section 148 of the Code and the Regulations and rulings thereunder, the City shall not, at any time prior to the

earlier of the Stated Maturity or final payment of the Certificates, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection H of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Certificates not been relevant to either party.

J. Certificates Not Hedge Bonds.

(1) The City reasonably expects to spend at least 85% of the spendable proceeds of the Certificates within three years after such Certificates are issued.

(2) Not more than 50% of the proceeds of the Certificates will be invested in Nonpurpose Investments having a substantially guaranteed Yield for a period of 4 years or more.

K. Elections. The City hereby directs and authorizes any Authorized Official, either individually or any combination of them, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Certificates, in the Certificate as to Tax Exemption or similar or other appropriate certificate, form or document. Such elections shall be deemed to be made on the Closing Date.

L. Qualified Tax-Exempt Obligations. The City hereby designates the Certificates as *qualified tax-exempt obligations* for purposes of section 265(b) of the Code. In furtherance of such designation, the City represents, covenants and warrants the following: (a) during the calendar year in which the Certificates are issued, the City (including any subordinate entities) has not designated nor will designate obligations, which when aggregated with the Certificates, will result in more than \$10,000,000 of "qualified tax-exempt obligations" being issued; (b) the City reasonably anticipates that the amount of tax-exempt obligations issued during the calendar year 2024 by the City (including any subordinate entities) will not exceed \$10,000,000; and (c) the City will take such action or refrain from such action as is necessary in order that the Certificates will not be considered "private activity bonds" within the meaning of section 141 of the Code.

SECTION 28. Control and Custody of Certificates. The Mayor of the City shall be and is hereby authorized to take and have charge of all necessary orders and records pending investigation by the Attorney General of the State of Texas and shall take and have charge and control of the Certificates pending their approval by the Attorney General of the State of Texas, the registration thereof by the Comptroller of Public Accounts of the State of Texas and the delivery of the Certificates to the Purchasers.

Furthermore, any Authorized Officials, either or all, are hereby authorized and directed to furnish and execute such documents relating to the City and its financial affairs as may be necessary for the issuance of the Certificates, the approval of the Attorney General of the State of Texas and their registration by the Comptroller of Public Accounts of the State of Texas and, together with the City's financial advisors, Bond Counsel, and the Paying Agent/Registrar, make the necessary arrangements for the delivery of the Initial Certificate to the Purchasers and, when requested in writing by the Purchasers, the initial exchange thereof for definitive Certificates.

SECTION 29. Satisfaction of Obligation of City. If the City shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Certificates, at the times and in the manner stipulated in this Ordinance, then the pledge of taxes levied and the lien on and pledge of the Pledged Revenues under this Ordinance and all covenants, agreements, and other obligations of the City to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

Certificates, or any principal amount(s) thereof, shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Certificates or the principal amount(s) thereof at Stated Maturity or to the redemption date therefor, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, and/or (ii) Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities will mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any money deposited therewith, if any, to pay when due the principal of and interest on such Certificates, or the principal amount(s) thereof, on and prior to the Stated Maturity thereof or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/Registrar have been made) the redemption date thereof for the Certificates. In the event of a defeasance of the Certificates, the City shall deliver a certificate from its financial advisor, the Paying Agent/Registrar, an independent accounting firm, or another qualified third party concerning the deposit of cash and/or Government Securities to pay, when due, the principal of, redemption premium (if any), and interest due on any defeased Certificate. As and to the extent applicable, if at all, the City covenants that no deposit of money or Government Securities will be made under this Section and no use made of any such deposit which would cause the Certificates to be treated as arbitrage bonds within the meaning of section 148 of the Code (as defined in Section 27 hereof).

Any money so deposited with the Paying Agent/Registrar, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section which is not required for the payment of the Certificates, or any principal amount(s) thereof, or interest thereon with respect to which such money has been so deposited shall be remitted to the City or deposited as directed by the City. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Certificates and remaining unclaimed for a period of three (3) years after the Stated Maturity of the Certificates, or applicable redemption date of the Certificates, such money was deposited and is held in trust to pay shall upon the request of the City be remitted to the City against a written receipt therefor, subject to the unclaimed property laws of the State of Texas.

Notwithstanding any other provision of this Ordinance to the contrary, it is hereby provided that any determination not to redeem defeased Certificates that is made in conjunction with the payment arrangements specified in subsection (i) or (ii) above shall not be irrevocable, provided that: (1) in the proceedings providing for such defeasance, the City expressly reserves the right to call the defeased Certificates for redemption; (2) gives notice of the reservation of that right to the owners of the defeased Certificates immediately following the defeasance; (3) directs that notice of the reservation be included in any redemption notices that it authorizes; and (4) at the time of the redemption, satisfies the conditions of (i) or (ii) above with respect to such defeased debt as

though it was being defeased at the time of the exercise of the option to redeem the defeased Certificates, after taking the redemption into account in determining the sufficiency of the provisions made for the payment of the defeased Certificates.

SECTION 30. Printed Opinion. The Purchasers' obligation to accept delivery of the Certificates is subject to their being furnished a final opinion of Norton Rose Fulbright US LLP, Austin, Texas, as Bond Counsel, approving certain legal matters as to the Certificates, this opinion to be dated and delivered as of the date of initial delivery and payment for such Certificates. Printing of a true and correct copy of this opinion on the reverse side of each of the Certificates, with appropriate certificate pertaining thereto executed by facsimile signature of the City Secretary of the City is hereby approved and authorized.

SECTION 31. CUSIP Numbers. CUSIP numbers may be printed or typed on the definitive Certificates. It is expressly provided, however, that the presence or absence of CUSIP numbers on the definitive Certificates shall be of no significance or effect as regards the legality thereof, and neither the City nor Bond Counsel are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Certificates.

SECTION 32. Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 33. Ordinance a Contract, Amendments - Outstanding Certificates. The City acknowledges that the covenants and obligations of the City herein contained are a material inducement to the purchase of the Certificates. This Ordinance shall constitute a contract with the Holders from time to time, binding on the City and its successors and assigns, and it shall not be amended or repealed by the City so long as any Certificate remains Outstanding except as permitted in this Section. The City may, without the consent of or notice to any Holders, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the written consent of Holders holding a majority in aggregate principal amount of the Certificates then Outstanding affected thereby, amend, add to, or rescind any of the provisions of this Ordinance; provided, however, that, without the consent of all Holders of Outstanding Certificates, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of, and interest on the Certificates, reduce the principal amount thereof, the redemption price therefor, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of, premium, if any, or interest on the Certificates, (2) give any preference to any Certificate over any other Certificate, or (3) reduce the aggregate principal amount of Certificates required for consent to any such amendment, addition, or rescission.

SECTION 34. Benefits of Ordinance. Nothing in this Ordinance, expressed or implied, is intended or shall be construed to confer upon any person other than the City, Bond Counsel, Paying Agent/Registrar, and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Ordinance or any provision hereof, this Ordinance and all its provisions being intended to be and being for the sole and exclusive benefit of the City, Bond Counsel, the Paying Agent/Registrar, and the Holders.

SECTION 35. Inconsistent Provisions. All ordinances and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters ordained herein.

SECTION 36. Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 37. Severability. If any provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Commission hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 38. Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION 39. Incorporation of Preamble Recitals. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Ordinance for all purposes and are adopted as a part of the judgment and findings of the City Commission of the City.

SECTION 40. Authorization of Paying Agent/Registrar Agreement. The City Commission of the City hereby finds and determines that it is in the best interest of the City to authorize the execution of a Paying Agent/Registrar Agreement concerning the payment, exchange, registration, and transferability of the Certificates. A copy of the Paying Agent/Registrar Agreement is attached hereto, in substantially final form, as Exhibit A and is incorporated by reference to the provisions of this Ordinance.

SECTION 41. Public Meeting. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 42. Unavailability of Authorized Publication. If, because of the temporary or permanent suspension of any newspaper, journal, or other publication, or, for any reason, publication of notice cannot be made meeting any requirements herein established, any notice required to be published by the provisions of this Ordinance shall be given in such other manner and at such time or times as in the judgment of the City or of the Paying Agent/Registrar shall most effectively approximate such required publication and the giving of such notice in such manner shall for all purposes of this Ordinance be deemed to be in compliance with the requirements for publication thereof.

SECTION 43. No Recourse Against City Officials. No recourse shall be had for the payment of principal of, premium, if any, or interest on any Certificate or for any claim based

thereon or on this Ordinance against any official of the City or any person executing any Certificate.

SECTION 44. Continuing Disclosure Undertaking.

A. Definitions.

As used in this Section, the following terms have the meanings ascribed to such terms below:

EMMA means the MSRB's Electronic Municipal Market Access system, accessible by the general public, without charge, on the internet through the uniform resource locator (URL) <http://www.emma.msrb.org>.

Financial Obligation means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

MSRB means the Municipal Securities Rulemaking Board.

Rule means SEC Rule 15c2-12, as amended from time to time.

SEC means the United States Securities and Exchange Commission.

Undertaking means the City's continuing disclosure undertaking, described in Paragraphs B through F below, hereunder accepted and entered into by the City for the purpose of compliance with the Rule.

B. Annual Reports.

The City shall file annually with the MSRB, (1) within six months after the end of each fiscal year of the City ending in or after 2024, financial information and operating data with respect to the City of the general type included in the final Official Statement authorized by Section 26 of this Ordinance, being the information described in Exhibit C hereto, and (2) if not provided as part of such financial information and operating data, audited financial statements of the City, when and if available. Any financial statements so to be provided shall be (i) prepared in accordance with the accounting principles described in Exhibit C hereto, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and (ii) audited, if the City commissions an audit of such financial statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the City shall file unaudited financial statements within such period and audited financial statements for the applicable fiscal year to the MSRB, when and if the audit report on such financial statements becomes available. Under current Texas law, including, but not limited to, Chapter 103, as amended, Texas Local Government Code, the City must have its records and accounts audited annually and shall have an annual financial

statement prepared based on the audit. The annual financial statement, including the auditor's opinion on the statement, shall be filed in the office of the City Secretary within 180 days after the last day of the City's fiscal year. Additionally, upon the filing of this financial statement and the annual audit, these documents are subject to the Texas Open Records Act, as amended, Texas Government Code, Chapter 552.

If the City changes its fiscal year, it will file notice of such change (and of the date of the new fiscal year end) with the MSRB prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

C. Notice of Certain Events.

The City shall file notice of any of the following events with respect to the Certificates to the MSRB in a timely manner and not more than 10 business days after occurrence of the event:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates;
- (7) Modifications to rights of Holders of the Certificates, if material;
- (8) Certificate calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the Certificates, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership, or similar event of the City, which shall occur as described below;
- (13) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(14) Appointment of a successor or additional paying agent/registrar or the change of name of a paying agent/registrar, if material;

(15) Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding paragraph (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City, and (b) the City intends the words used in the immediately preceding paragraphs (15) and (16) and the definition of Financial Obligation in this Section to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

The City shall file notice with the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with this Section by the time required by this Section.

D. Limitations, Disclaimers, and Amendments.

The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an “obligated person” with respect to the Certificates within the meaning of the Rule, except that the City in any event will give notice of any deposit that causes the Certificates to be no longer Outstanding.

The provisions of this Section are for the sole benefit of the holders and beneficial owners of the Certificates, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City’s financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN

CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITH OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Section shall constitute a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

The provisions of this Section may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the Outstanding Certificates consent to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the holders and beneficial owners of the Certificates. The City may also repeal or amend the provisions of this Section if the SEC amends or repeals the applicable provisions of the Rule or any court of final jurisdiction enters judgment that such provisions of the Rule are invalid, and the City also may amend the provisions of this Section in its discretion in any other manner or circumstance, but in either case only if and to the extent that the provisions of this sentence would not have prevented an underwriter from lawfully purchasing or selling Certificates in the primary offering of the Certificates, giving effect to (a) such provisions as so amended and (b) any amendments or interpretations of the Rule. If the City so amends the provisions of this Section, the City shall include with any amended financial information or operating data next provided in accordance with this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

E. Information Format – Incorporation by Reference.

The City information required under this Section shall be filed with the MSRB through EMMA in such format and accompanied by such identifying information as may be specified from time to time thereby. Under the current rules of the MSRB, continuing disclosure documents submitted to EMMA must be in word-searchable portable document format (PDF) files that permit the document to be saved, viewed, printed, and retransmitted by electronic means and the series of obligations to which such continuing disclosure documents relate must be identified by CUSIP number or numbers.

Financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document) available to the public through EMMA or filed with the SEC.

F. General Policies and Procedures Concerning Compliance with the Rule.

Because the issuance of the Certificates is subject to the provisions of the Rule and because the potential “underwriters” in a negotiated sale of the Certificates or the initial purchasers in a competitive sale of the Certificates may be subject to MSRB rules and regulations with respect to such sale (including certain due diligence and suitability requirements, among others), the City hereby adopts the General Policies and Procedures Concerning Compliance with the Rule (the “Policies and Procedures”), attached hereto as Exhibit E, with which the City shall follow to assure compliance with the Undertaking. The City has developed these Policies and Procedures for the purpose of meeting its requirements of the Undertaking and, in connection therewith, has sought the guidance from its internal staff charged with administering the City’s financial affairs, its municipal or financial advisors, its legal counsel (including its Bond Counsel), and its independent accountants (to the extent determined to be necessary or advisable). The Policies and Procedures can be amended at the sole discretion of the City and any such amendment will not be deemed to be an amendment to the Undertaking. Each Authorized Official is hereby authorized to amend the Policies and Procedures as a result of a change in law, a future issuance of indebtedness subject to the Rule, or another purpose determined by the Authorized Official to be necessary or desirable for or with respect to future compliance with the Undertaking.

SECTION 45. Book-Entry Only System.

The Certificates shall initially be registered so as to participate in a securities depository system (the *DTC System*) with the Depository Trust Company, New York, New York, or any successor entity thereto (*DTC*), as set forth herein. Each Stated Maturity of the Certificates shall be issued (following cancellation of the Initial Certificates described in Section 7) in the form of a single definitive Certificate. Upon issuance, the ownership of each such Certificate shall be registered in the name of Cede & Co., as the nominee of DTC, and all of the Outstanding Certificates shall be registered in the name of Cede & Co., as the nominee of DTC. The City and the Paying Agent/Registrar are authorized to execute, deliver, and take the actions set forth in such letters to or agreements with DTC as shall be necessary to effectuate the DTC System, including the Letter of Representations attached hereto as Exhibit D (the *Representation Letter*).

With respect to the Certificates registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any broker-dealer, bank, or other financial institution for which DTC holds the Certificates from time to time as securities depository (a *Depository Participant*) or to any person on behalf of whom such a Depository Participant holds an interest in the Certificates (an *Indirect Participant*). Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co., or any Depository Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any Depository Participant or any other person, other than a registered owner of the Certificates, as shown on the Security Register, of any notice with respect

to the Certificates, including any notice of redemption, or (iii) the delivery to any Depository Participant or any Indirect Participant or any other Person, other than a Holder of a Certificate, of any amount with respect to principal of, premium, if any, or interest on the Certificates. While in the DTC System, no person other than Cede & Co., or any successor thereto, as nominee for DTC, shall receive a bond certificate evidencing the obligation of the City to make payments of principal, premium, if any, and interest pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks or drafts being mailed to the Holder, the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

In the event that (a) the City determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, (b) the Representation Letter shall be terminated for any reason, or (c) DTC or the City determines that it is in the best interest of the beneficial owners of the Certificates that they be able to obtain certificated Certificates, the City shall notify the Paying Agent/Registrar, DTC, and the Depository Participants of the availability within a reasonable period of time through DTC of bond certificates, and the Certificates shall no longer be restricted to being registered in the name of Cede & Co., as nominee of DTC. At that time, the City may determine that the Certificates shall be registered in the name of and deposited with a successor depository operating a securities depository system, as may be acceptable to the City, or such depository's agent or designee, and if the City and the Paying Agent/Registrar do not select such alternate securities depository system then the Certificates may be registered in whatever name or names the Holders of Certificates transferring or exchanging the Certificates shall designate, in accordance with the provisions hereof.

Notwithstanding any other provision of this Ordinance to the contrary, so long as any Certificate is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Certificate and all notices with respect to such Certificate shall be made and given, respectively, in the manner provided in the Representation Letter.

SECTION 46. Further Procedures. The officers and employees of the City are hereby authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the City all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the initial sale and delivery of the Certificates, the Purchase Contract, the Paying Agent/Registrar Agreement. In addition, prior to the initial delivery of the Certificates, any Authorized Official and Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Ordinance or to any of the instruments authorized and approved by this Ordinance necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Ordinance, (ii) obtain a rating from any of the national bond rating agencies, or (iii) obtain the approval of the Certificates by the Texas Attorney General's office. In case any officer of the City whose signature shall appear on any certificate shall cease to be such officer before the delivery of such certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 47. Contracts with Financial Advisor. The City Commission authorizes any Authorized Official, or their designees, to take all actions necessary to execute any necessary financial advisory contracts with Estrada Hinojosa & Company, Inc., as the financial advisor to the City (the *Financial Advisor*). The City understands that under applicable federal securities laws and regulations that the City must have a contractual arrangement with its Financial Advisor relating to the sale, issuance, and delivery of the Certificates.

SECTION 48. City's Consent to Provide Information and Documentation to the Texas MAC. The Municipal Advisory Council of Texas (the *Texas MAC*), a non-profit membership corporation organized exclusively for non-profit purposes described in section 501(c)(6) of the Internal Revenue Code and which serves as a comprehensive financial information repository regarding municipal debt issuers in Texas, requires provision of written documentation regarding the issuance of municipal debt by the issuers thereof. In support of the purpose of the Texas MAC and in compliance with applicable law, the City hereby consents to and authorizes any Authorized Official, Bond Counsel to the City, and/or Financial Advisor to the City to provide to the Texas MAC information and documentation requested by the Texas MAC relating to the Certificates; provided, however, that no such information and documentation shall be provided prior to the Closing Date. This consent and authorization relates only to information and documentation that is a part of the public record concerning the issuance of the Certificates.

SECTION 49. Effective Date. Pursuant to the provisions of Section 1201.028, as amended, Texas Government Code, this Ordinance shall be effective immediately upon adoption, notwithstanding any provision in the City's Home Rule Charter to the contrary concerning a multiple reading requirement for the adoption of ordinances.

[The remainder of this page intentionally left blank.]

PASSED, APPROVED, AND ADOPTED on the 17th day of September, 2024.

CITY OF MERCEDES, TEXAS

Mayor

ATTEST:

City Secretary

(CITY SEAL)

In compliance with Section 2.13 of the Home Rule Charter of the City of Mercedes, Texas (the “City”), I, the undersigned, City Attorney of the City, hereby approve the legality of the foregoing Ordinance adopted by the City Commission of the City as aforesaid.

City Attorney, City of Mercedes, Texas

INDEX TO EXHIBITS

Exhibit A	Paying Agent/Registrar Agreement
Exhibit B	Purchase Contract
Exhibit C	Description of Annual Financial Information
Exhibit D	DTC Letter of Representations
Exhibit E	General Policies and Procedures Concerning Compliance with the Rule

EXHIBIT A

PAYING AGENT/REGISTRAR AGREEMENT

See Tab No. ____

EXHIBIT B
PURCHASE CONTRACT

See Tab No. __

EXHIBIT C

DESCRIPTION OF ANNUAL FINANCIAL INFORMATION

The following information is referred to in section 44 of this ordinance.

Annual Financial Statements and Operating Data

The financial information and operating data with respect to the city to be provided annually in accordance with such section are as specified (and included in the appendix or under the headings of the official statement referred to) below:

- (1) the city's audited financial statements for the most recently concluded fiscal year or to the extent these audited financial statements are not available, the portions of the unaudited financial statements of the city appended to the official statement as Appendix C, but for the most recently concluded fiscal year.
- (2) the quantitative financial information and operating date of the general type included in APPENDIX A to the official statement, exclusive of the tables reflecting "Estimated Overlapping Tax Debt" and "Water and Sewer Fund History".

Accounting Principles

The accounting principles referred to in such section are generally accepted accounting principles for governmental units as prescribed by the government accounting standards board from time to time.

EXHIBIT D

DTC LETTER OF REPRESENTATIONS

See Tab No. ____

EXHIBIT E

GENERAL POLICIES AND PROCEDURES CONCERNING COMPLIANCE WITH THE RULE

I. Capitalized terms used in this Exhibit have the meanings ascribed thereto in Section 44 of the Ordinance. “Certificates” refer to the Certificates that are the subject of the Ordinance to which this Exhibit is attached.

II. As a capital markets participant, the City is aware of its continuing disclosure requirements and obligations existing under the Rule prior to February 27, 2019, the effective date of the most recent amendment to the Rule (the “Effective Date”), and has implemented and maintained internal policies, processes, and procedures to ensure compliance therewith. Adherence to these internal policies, processes, and procedures has enabled underwriters in non-exempt negotiated sales and initial purchasers in non-exempt competitive sales to comply with their obligations arising under various MSRB rules and regulations concerning due diligence and findings of suitability, among other matters, regarding the City’s compliance with the Rule.

III. The City is aware that the Rule was amended as of the Effective Date (the Rule Amendment) and has accommodated this amendment by adding subparagraphs (15) and (16) to Section 44C of the Ordinance, which provisions are a part of the Undertaking.

IV. The City is aware that “participating underwriters” (as such term is defined in the Rule) of the Certificates must make inquiry and reasonably believe that the City is likely to comply with the Undertaking and that the standards for determining compliance have increased over time as a result of, among others, the United States Securities and Exchange Commission’s Municipalities Continuing Disclosure Cooperation Initiative and regulatory commentary relating to the effectiveness of the Rule Amendment.

V. The City now establishes the following general policies and procedures (the “Policies and Procedures”) for satisfying its obligations pursuant to the Undertaking, which policies and procedures have been developed based on the City’s informal policies, procedures, and processes utilized prior to the Effective Date for compliance with the City’s obligations under the Rule, the advice from and discussions with the City’s internal senior staff (including staff charged with administering the City’s financial affairs), its municipal or financial advisors, its legal counsel (including Bond Counsel), and its independent accountants, to the extent determined to be necessary or advisable (collectively, the “Compliance Team”):

1. the City Manager of the City (the “Compliance Officer”) shall be responsible for satisfying the City’s obligations pursuant to the Undertaking through adherence to these Policies and Procedures;

2. the Compliance Officer shall establish reminder or “tickler” systems to identify and timely report to the MSRB, in the format thereby prescribed from time to time, the City’s information of the type described in Section 44B of the Ordinance;

3. the Compliance Officer shall promptly determine the occurrence of any of the events described in Section 44C of the Ordinance;

4. the Compliance Officer shall work with external consultants of the City, as and to the extent necessary, to timely prepare and file with the MSRB the annual information of the City and notice of the occurrence of any of the events referenced in Clauses 2 and 3 above, respectively, the foregoing being required to satisfy the terms of the Undertaking;

5. the Compliance Officer shall establish a system for identifying and monitoring any Financial Obligations, whether now existing or hereafter entered into by the City, and (upon identification) determining if such Financial Obligation has the potential to materially impact the security or source of repayment of the Certificates;

6. upon identification of any Financial Obligation meeting the materiality standard identified in Clause 5 above, the Compliance Officer shall establish a process for identifying and monitoring any City agreement to covenants, events of default, remedies, priority rights, or other similar terms under such Financial Obligation;

7. the Compliance Officer shall establish a process for identifying the occurrence of any default, event of acceleration, termination event, modification of terms, or other similar events under the terms of any Financial Obligation, the occurrence of any of which reflect financial difficulties of the City; and

8. the Compliance Officer shall annually review these Policies and Procedures with the remainder of the Compliance Team, make any modifications on an internal document retained by the Compliance Officer and available to any “participating underwriter” (as defined in the Rule), if requested, and on the basis of this annual review (to the extent determined to be necessary or desirable), seek additional training for herself or himself, as well as other members of the City’s internal staff identified by the Compliance Officer to assist with the City’s satisfaction of the terms and provisions of the Undertaking.

ORDINANCE NO 2024-13

AN ORDINANCE PROVIDING FOR THE VOLUNTARY ANNEXATION OF 14.90 ACRES, MORE OR LESS, OUT OF LOT 3, BLOCK 102, CAMPACUAS ADDITION SUBDIVISION, VOLUME 1, PAGE 2, HIDALGO COUNTY MAP RECORDS, AS REQUESTED BY ALTEX ENGINEERING, ON BEHALF OF RAUL GUERRA AND MACARIA SALINAS, SAID PROPERTY LYING ADJACENT TO AND ADJOINING THE PRESENT BOUNDARY LIMITS OF THE CITY OF MERCEDS, TEXAS; AND PROVIDING FOR THE EXTENSION OF THE CITY'S BOUNDARIES AND EXTRA-TERRITORIAL JURISDICTION, THEREBY; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, on July 16, 2024, the City Council accepted a petition from City of Mercedes, for voluntary annexation of the above described property and adjoining roadways of said property, more particularly described herein in Exhibits "A" proposed to be annexed by the City of Mercedes; and

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

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

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

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

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

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

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

SECTION V: Upon annexation of the herein described property, the acreage within the City limits of Mercedes will be increased by 14.90 acres, more or less, out of lot 3, block 102, Campacuas Addition Subdivision, volume 1, page 2, Hidalgo County Map Records, City of Mercedes, Texas, which does not exceed the statutory limitations as set out in Section 43.055, Tex. Local Gov't C. (Vernon 1988 and Vernon Supp. 1994).

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Commission of the City of Mercedes, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the ____ day of _____, 2024.

CITY OF MERCEDES

Oscar D. Montoya, Sr., Mayor

ATTEST:

APPROVED AS TO FORM:

Joselynn Castillo
City Secretary

Martie Garcia Vela
City Attorney

September 12, 2024

Mr. Alberto Perez
City Manager
City of Mercedes
400 S. Ohio
Mercedes, Texas 78570

RE: BID 2024-019 – City Hall Roofing Improvements

Dear Mr. Perez,

On Wednesday, September 11, 2024, at 3:00 p.m., bids were publicly opened and read aloud for the above-referenced project. A total of four (4) bids were received and tabulated.

Based on a review of the bid tabulation and submittal information (see attached), SDI Engineering, LLC is recommending that the City of Mercedes award the bid to the low bidder, SLR Building Contractors, LLC of Edinburg, Texas in the amount of \$122,630.00.

Should you have any questions, or require additional information, please do not hesitate to contact me at (956) 287-1818 or (956) 607-9081.

Respectfully,



Israel Posadas, P.E.
Principal

Attachments

BID TABULATION FORM

City of Mercedes - City Hall Roofing Improvements

RFP 2024-019

9/11/24 3:00 PM

Contractor:	<i>SLR Building Contractors LLC</i>	<i>Betancourt Legacy Const. LLC</i>	<i>El Chamizal Const. LLC</i>	<i>STX BuildCon LLC</i>
Location:	<i>Edinburg, TX</i>	<i>McAllen, TX</i>	<i>Pharr, TX</i>	<i>McAllen, TX</i>
DESCRIPTION OF GOODS OR SERVICES	BID	BID	BID	BID
BASE BID Roofing Improvements	\$ 122,630.00	\$ 233,350.00	\$ 285,600.00	\$ 304,042.00
ADDENDUM 1 ACKNOWLEDGED	✓	✓	✓	✓
ADDENDUM 2 ACKNOWLEDGED	✓	✓	✓	✓
ADDENDUM 3 ACKNOWLEDGED	N/A	N/A	N/A	N/A
BID BOND INCLUDED	✓	✓	✓	✓
CONFORMING SPECIFICATION/ NON-CONFORMING SPECIFICATION (N/C)	✓	N/C	N/C	N/C

DETAIL BID TABULATION FORM

Title: City of Mercedes - City Hall Roofing Improvements
Bid No.: 2024-019
Date Opened: 9/11/2024 3:00:00 PM

			SLR Building Contractors LLC Edinburg, TX		Betancourt Legacy Const. LLC McAllen, TX		El Chamizal Construction LLC Pharr, TX		STX BuildCon LLC McAllen, TX		Engineer's Estimate		
ITEM	QTY		DESCRIPTION OF GOODS OR SERVICES	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
			ROOF IMPROVEMENTS										
1	1	LS	Installation of re-roofing w spray polyurethane foam system	\$106,330.00	\$106,330.00	\$207,000.00	\$207,000.00	\$220,000.00	\$220,000.00	\$277,542.00	\$277,542.00	\$259,000.00	\$259,000.00
2	1	LS	Installation of exhisting HVAC on pre-engineered curbs	\$14,800.00	\$14,800.00	\$16,100.00	\$16,100.00	\$56,000.00	\$56,000.00	\$20,000.00	\$20,000.00	\$19,500.00	\$19,500.00
3	1	LS	Gutter and Down Spouts 6"X6", 24 guage Kynar finish	\$1,500.00	\$1,500.00	\$10,250.00	\$10,250.00	\$9,600.00	\$9,600.00	\$6,500.00	\$6,500.00	\$7,500.00	\$7,500.00
			TOTAL IMPROVEMENTS		\$122,630.00		\$233,350.00		\$285,600.00		\$304,042.00		\$286,000.00
			TOTAL PROJECT BID		\$122,630.00		\$233,350.00		\$285,600.00		\$304,042.00		\$286,000.00
			Over/(Under) Estimate		(\$163,370.00)		(\$52,650.00)		(\$400.00)		\$18,042.00		

AGENDA ITEM NO. 10E**Management Items**

DATE: September 17, 2024**FROM:** Library Director**ITEM:** **Approval of Memorandum of Understanding between Comp-U-Dopt Inc. and Dr. Hector P. Garcia Memorial Library**

BACKGROUND INFORMATION:

Comp-U-Dot Inc. is an organization founded in 2007, whose purpose is providing technology access and education to under-resourced youth and their communities. They are located in a total of 18 states. The MOU being presented is required in order for us to offer classes to our community. We are requesting a total of 2 different courses for our partnership this Fall. One of the courses is Pathways which will run from October 22nd to the 25th and is geared to ages 16-26 and the other will be Early Adopters for grades 3-5 from December 16th to the 20th. At the end of the class the participants will be given a free device.

Our part of the partnership requires us to enroll 15 students for each class, provide the space, internet, and a site manager. Once the MOU is signed and returned we will receive flyers to promote the program.

BOARD REVIEW/CITIZEN FEEDBACK: Choose an item.**ALTERNATIVES/OPTIONS:****FISCAL IMPACT:**

Proposed Expenditure/(Revenue):	Account Number(s):

Finance Review by:**LEGAL REVIEW:****ATTACHMENTS:** Memorandum of Understanding from Comp-U-Dopt., Inc

Pathways flyer

Children and young adult program flyer

Staff Recommendation: Approval of the understanding.

MEMORANDUM OF UNDERSTANDING

Between
Comp-U-Dopt Inc.
And
Dr. Hector P. Garcia Memorial Library

This Memorandum of Understanding (“MOU”) is made by and between Comp-U-Dopt Inc., (hereinafter called Contractor) and Dr. Hector P. Garcia Memorial Library (hereinafter called Partner) to provide Comp-U-Dopt programming to the Partner as defined below.

A. PURPOSE OF MOU

The purpose of this MOU is to establish a formal working relationship, as set forth by the provisions herein, which stipulate the respective partnership roles and responsibilities of the above entities.

B. TERM OF MOU

This MOU shall commence on October 1, 2024, and shall continue in effect until December 31, 2024 unless terminated by either party in writing and in accordance with the terms and provisions of this agreement. Parties can amend this agreement at any time in writing with 30-days’ notice.

C. TERMINATION OF MOU

This MOU may be terminated as follows:

1. By either party, without cause, by providing the other party 30 days advance written notice;
2. By Partner if Contractor commits a material breach of any of the terms of this MOU and such breach is not cured within a reasonable time after notice and opportunity to cure;
3. By Contractor if Partner commits a material breach of any of the terms of this MOU and such breach is not cured within a reasonable time after notice and opportunity to cure; and in the case of termination, each party shall be responsible for its own costs, expenses, and third-party contractual obligations up to the time of termination.

D. SCOPE OF WORK

The partnership may include the following programming within the period of this agreement with content of program details provided in the attached documents (note content or program delivery format is subject to change based on the impact of COVID-19 but will be communicated in advance to the Partner):

1. 1 (one) Early Adopters Licenses (15 seats) beginning December 16th, 2024. One Early Adopters program for a total of 15 students will be delivered by the Contractor in the Fall 2024.

2. 1 (one) Pathways Licenses (15 seats) beginning October 22nd, 2024. One Pathways program for a total of 15 students will be delivered by the Contractor in the Fall 2024.

Contractor agrees to provide the following Services and general obligations:

1. In-person or virtual delivery of content and curriculum for the above program sessions as defined in the 1-page program overview provided in the attached documents.
 - a. A skilled trainer provided by the Contractor will be responsible for the delivery of content and curriculum, unless otherwise agreed and indicated in this agreement that the Partner will provide staff members to deliver content. If the program cannot be delivered in person due to COVID-19, Contractor will be providing programming virtually via Zoom to identified students
 - b. If Partner will provide staff members, Contractor will train those individuals in the delivery of curriculum in advance of program delivery.
2. Contractor will supply all required consumable materials for the program sessions identified above.
3. Contractor will loan non-consumable materials (e.g., video cameras, dissection computers, tablets) for the technical curriculum elements in the above sessions. These materials will remain the property of the Contractor following program completion.
4. Contractor will regularly communicate with Partner at agreed intervals or when needed to support the success of the programs at the Partner site.
5. Contractor will facilitate pre and post surveys to evaluate program effectiveness, outcomes will be shared with the Partner and relevant third-party funding partners as appropriate.
6. Contractor and Partner agree to determine program delivery times during which students are fully available and have no other conflicting priorities and are able to stay for the duration of program delivery.
 - a. All dates and session times must be agreed and confirmed a minimum of 10 days in advance of the program start date.
 - b. Delays to the program start as the result of dates/times not being confirmed may result in changes to program content and the inability of the Contractor to deliver content as agreed. All reasonable effort will be made to make up program time.
7. Contractor will retain all rights and copyright for all content and curriculum.
8. Contractor will support the recruitment of students as needed and on request by Partner.
9. Contractor will provide training for site staff at no additional cost.

Partner hereby agrees to the following general obligations:

1. Partner will regularly communicate with Contractor at agreed intervals or when needed to support the success of the programs at the Partner site.
2. Partner will notify Contractor a minimum of seven business days in advance of necessary schedule changes including testing dates, school/partner holidays, and modified schedule date changes.
3. Partner agrees to provide Contractor with a full roster and demographic data for each student participating in any collaborative program delivered between the Partner and Contractor.

4. Partner is responsible for securing media and participation releases, health related data, as well as emergency contact information for all students who participate as necessary.
5. Partner and Contractor agree to determine program delivery times during which students are fully available and have no other conflicting priorities and are able to stay for the duration of program delivery.
 - a. All dates and session times must be agreed and confirmed a minimum of 10 days in advance of the program start date.
 - b. Delays to the program start as the result of dates/times not being confirmed may result in changes to program content and the inability of the Contractor to deliver content as agreed. All reasonable effort will be made to make up program time.
6. Partner will lead recruitment of students for the program. Partner will recruit and register a minimum of 12 and up to 15 students in 3rd-5th grade, a minimum of 12 and up to 15 students ages 16-26 before the program start date. Partner understands that programming will not begin until threshold is met. Partner will promptly notify Contractor if minimum student threshold is not reached within 1 week of program start date.
7. Partner will provide a site manager for all programs delivered who will stay for the duration of program delivery to support student success and classroom management.
8. Partner will attend training sessions by Contractor in advance of program start date.
9. Partner will provide a designated space with tables, chairs, and access to electrical outlets and high-speed internet for program delivery.
10. If the program is delivered virtually, Partner will log in to the program 15 minutes before each session, ensure all students can access their computers and supplies, and project the program session onto a screen visible to all students in the room.
11. Partner will provide a temporary storage area to keep all student computers and program supplies in between program sessions.
12. Partner will provide feedback to Contractor on overall program success and evaluation.

E. COMPENSATION, INVOICING AND PAYMENT

1. COMPENSATION

License fees applicable to this partnership will be invoiced upfront and payment is due by the first day of program delivery. License fees are as follows:

- 1 (one), Early Adopters Licenses (15 students) of \$5,000 (full cost \$15,000) have been waived. (Dependent upon registration requirements)
- 1 (one), Pathways Licenses (15 students) of \$5,000 (full cost \$15,000) have been waived. (Dependent upon registration requirements)

Total Invoice Amount for this agreement is \$0.00.

2. INVOICING

- a. Contractor shall submit invoices electronically for any charges due under this agreement on commencement of the program start date. If no amount is owed, no invoice will be submitted.
- b. Invoices will include a description of services performed under this agreement

3. PAYMENT

Memorandum of Understanding Comp-U-Dopt and Dr. Hector P. Garcia Memorial Library

- a. Partner will make payments to Contractor within thirty (30) days following receipt of correct invoices for the amount agreed. If no amount is owed no invoice will be submitted.
- b. If the invoice is incorrect, Partner will notify Contractor within five (5) business days of receiving the incorrect invoice. Upon receiving the corrected invoice from the Contractor, Partner will make payment within thirty (30) days.

4. REFUNDS

- a. No refunds are available for any payment or partial payment of programming which has commenced or is within 5 business days of commencement.

I certify that I have read and understand the terms and conditions stated within the Memorandum of Understanding between the Contractor and the Partner and agree to all terms and conditions as stated.

Comp-U-Dopt Inc.

Dr. Hector P. Garcia Memorial Library

Contractor Name
Alfredo Salcedo

Partner Name

Name
VP of Programs & Operations

Name

Title

Title

Alfredo Salcedo

Signature

Signature

September 7, 2024

Date

Date

A Workforce Development and Technology Enrichment Experience for Young Adults | High School and Ages 16-26

The Compudopt Pathways program is an immersive learning experience that allows participants to explore a variety of careers in the technology field and provides them digital and technical workforce skills applicable in broader education and employment settings. In this program, students will increase their understanding of digital and technology education, training, and career paths that lead to high-demand jobs.

Through hands-on, project-based learning, they will have opportunities to explore their interests, available careers, and develop professional and technical skills for the workplace. Upon completion of the program, students will receive support with placement in further education, internship or apprenticeship programs, and/or employment. They will also receive a refurbished laptop computer to keep.



An Introduction to Pathways: Students will identify their goals, practice digital skills for the workplace, build a resume, and preview the three pathways that will be explored in the program. Students will be able to differentiate between credentials and be introduced to the types of jobs, salaries, and lifestyles possible through each pathway.



Pathway 1 - Direct to Training and Working: Students will learn about jobs that can start through job training or apprenticeships, and/or require vocational school or certifications of 6 months or less. Students will get to explore technical careers and trades through projects that explore the role of technology in the jobs of elevator repair technicians, medical secretaries, and/or electricians and auto techs.



Pathway 2 - Certifications and Beyond: Students will learn about jobs that require at a minimum completing a certification of 6 months to 1 year and some experience for entry-level employment. In this module, students will complete a project in the areas of web development and programming, and/or technology applications in the energy sector.



Pathway 3 - Degrees and More: Students will learn about jobs in the technology field that require higher education - from certifications, to associate, to bachelor's, to more advanced degrees. This module features a project in the fields of cybersecurity and/or app development and UX design.

Bring Compudopt Pathways to Your Students

For this program, partners must provide a site manager, as well as wireless Internet access and a dedicated classroom space. Compudopt will bring the rest! As part of our mission to provide technology access and education to underserved students free of charge, we ask partners to cover some of the hard costs of supplies. The program includes:

- 20-25 hours of programming. These can be delivered two hours a week for 10-12 weeks, or as individual 4-5-hour workshops, or as it works best for the partner.
- Experienced Compudopt trainer to facilitate the lessons on site.
- All supplies and technology needed for the programming.
- A refurbished laptop for each student to keep (students must complete a minimum of 2 full modules to receive the laptop).

Interested in bringing this program to your organization or campus? Email us at info@compudopt.org



FREE Technology Education Programs

Through technology and education
we give youth a brighter future!



We help children and young adults maximize their potential through programs which strengthen their computer and technology literacy. These signature programs are built to incite a curiosity around learning, Compudopt offers a continuum of technology programming for all ages.

Tiny Techs grades 1-2

In this program, students act as zookeepers and explore technology through hands-on projects and activities featuring their favorite animals. In Tiny Techs: **Zoo Squad**, students develop basic computer use skills and apply computational and critical thinking approaches to problem-solving and teamwork in a fun environment.

Early Adopters grades 3–5

This program provides a structured, engaging environment for elementary students to explore and learn about technology. In Early Adopters - **Mission: Innovation**, students become astronauts, practice coding and computer skills, and learn how technology can be used to help enhance a story.

STEAM Team grades 6–8

In this exciting program, middle school students will explore how STEAM components are used to solve real world problems by becoming **deTECHtives** and solving the mystery of an art heist. Students will complete projects using micro:bits, breadboards, ultrasonic sensors, and 3D printing, while learning coding, design, and more!

Learn2Earn grades 9–12

In this enrichment program, high school students work with real-world programs and technology up close and personal, in addition to learning about education and employment opportunities. Students learn to code, get exposure to computer hardware and software, and even create their own website! At the end of the program, each participant receives a refurbished laptop computer to keep.

Go to compudopt.org/ourprograms to find out more.

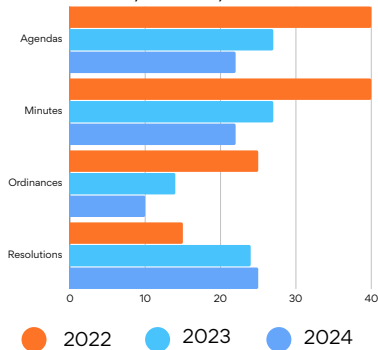


Monthly Progress Report

→ A VISUAL REPRESENTATION OF KEY PERFORMANCE METRICS AND ACHIEVEMENTS FOR THE MONTH.

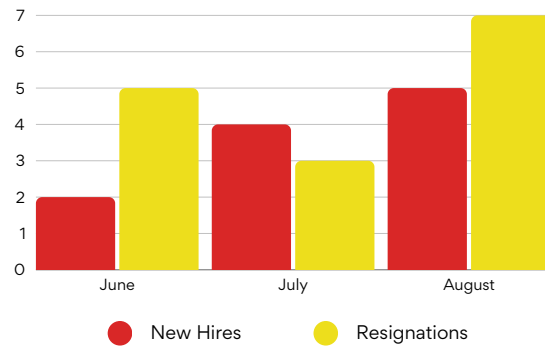
City Secretary

Year to Date Totals
Comparison for Three Years
City Secretary Duties



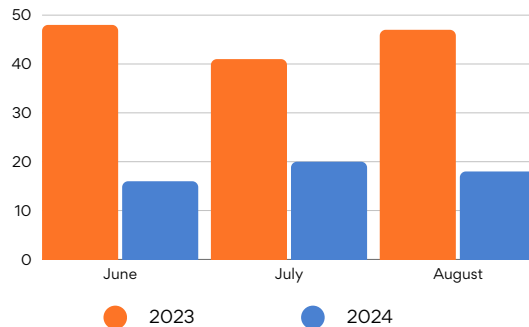
Human Resources

Resignations in August reflects the seasonal lifeguards.



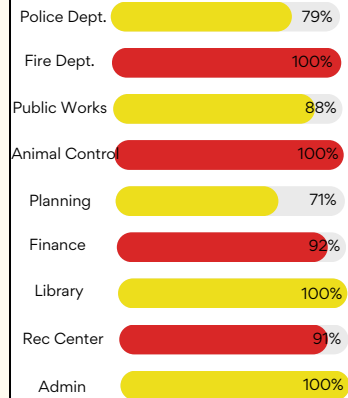
Open Records Requests

In 2023, City Secretary was handling all open records including PD Records. In May 2024, the Police Dept. began handling PD open records due to being back in their building and centrally located.



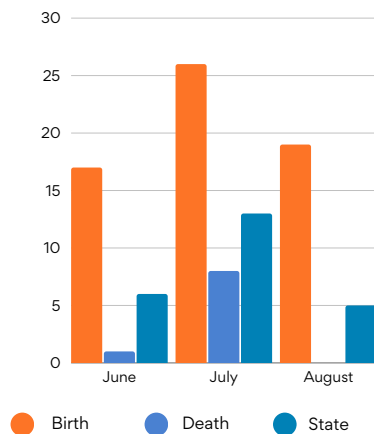
Personnel

Indicates % of Staff per Department



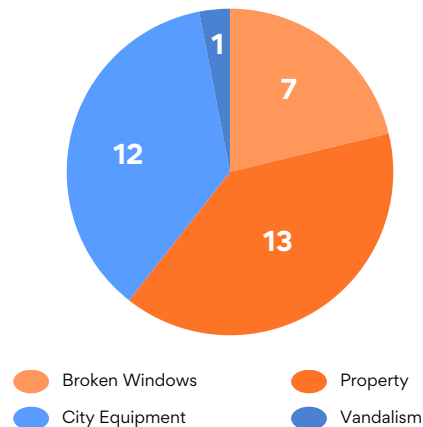
Vital Statistics

Birth and Death Records = Requests per Month
State Filing Records = Deaths per Month



Risk Management

Total Claims Received for FY 23-24
YTD Total = 35
August Totals = 2



DEPARTMENT: Mercedes Recreation Center

MONTHLY REPORT: August 2024

Report Summary:

This report tracks membership, programs and project activities for the Recreation Center for the month.

Registration for membership conducted year-round:

Summer Program: **June & July - Registration start date May 1, 2025**

Fall Program: **Registrations start date Aug. 1, 2024**

Fall Program: **Aug. 2024 - May 2025**

Mercedes Recreation Center Program Registration Numbers: **August**

• Membership Registration	65
• Membership Daily Attendance	55
• League Registration Youth Soccer	180
• CO-ED Volleyball League Registration Inter-League w/ Weslaco	50
• Total Registration	295 members

Community / Projects & Special Task:

- **United-Way of South Texas:**
 - Training Refresher Presentation Packets - 8/16
- **RGV FOOD DRIVE**
 - August Food-drive Dome Site - 8/13
- **Llano Grande**
 - Hidalgo Co. "Back to School" Event - 8/7
- **Safe-House Shelter / Dome Center:**
 - Workforce Solutions Job Fair Event - 8/6

Out-Reach Programs:

- **Jr. Staff Program**
 - 5 Volunteers
 - Jesse Rodriguez, Estrella Ramirez & David Mireles 8am - 4pm
 - Emma Zuniga & Hailey Trevino 9am - 12pm
 - Mon. - Thurs. Program Hrs.
 - National Honor Society Hrs. - Jesse & Estrella
- **Foster Grandparents - Senior Corps Program**
 - 3 Foster Grandparent Volunteers / Jorge Gutierrez - Supervising Coordinator
 - Training for FGP Volunteer
- **Food Nutrition Program - MYB Meals**
 - Member's meals Mon. - Thurs.
 - Summer Program Starts July 22nd and Ends Aug. 8th
 - After-school Meals Aug. 14th

Maintenance Work Orders:

- **Public Works - Work Order submitted:**

- Dome Facility**

- Dome - Front Door - 8/21
 - Dome - Gym Bleachers - 8/22
 - Dome - Monthly AC Filter replacement - 8/27

- Rec Facility**

- Rec Center - Tile panel replacement - 8/5
 - Rec Center - Gym Gutters - (Pending)

- Pool Facility**

- Pump motor #2 Seal - 8/8
 - Pump room PVC water Leak - 8/13
 - Pump motor #3 Capacitor - (Pending)

- **Rec & Dome Center - AC Units:**

- Service Pro - Dome York Unit Thermostats - 8/5
 - Service Pro - Dome inspect York Unit Gym - 8/9

- **Swimming Pool Maintenance Daily/Equipment Inspection**

- Daily facility maintenance - pool vacuuming, netting & clean skimmers
 - Weekly Test water levels / Weekly Pool water testing - Leslie's
 - Daily inspection - pumps, check valves, chlorinators, gauges & filters
 - Motor & filter pumps daily inspection
 - Backwash filters once monthly
 - Bath-house/Chemical room facility inspection

Swimming Pool Programs:

- **RGV Aquatics**
 - August Meeting TBA - Rescheduled
- **Mercedes Aquatics Program**
 - Public Pool Hours End of Season - 8/9
 - Pool Rental August Weekends 3:00pm - 5:00pm / 6:00pm - 8:00pm

After-school Program:

- **Registration Open**
 - Registration Program - August 14th
 - After-school Program Mon. - Fri. 3:30pm - 6:00pm

Youth Leagues:

- **Soccer League**
 - End of Season games Friday - 8/9
 - End of Season Tournament - 8/10

Adult Leagues:

- **CO-ED Adult Volleyball League**
 - 50 Registration Participants
 - Inter-League w/ Weslaco & Donna
 - Games Tues. & Thurs.
- **Men's Soccer League**
 - TBA

After-school Food Program:

- **Programs Attendance August:**

<u>Program/Activites Descipition</u>	<u>Week 1</u>	<u>Week 2</u>	<u>Week 3</u>	<u>Week 4</u>	<u>Total</u>
Membership Daily Attendance	126	60	V	157	343
MISD Food Program (Breakfast / Lunch)	94/122	60	A	157	94/339
Game-room	124	20	C	20	164
Computers	100	10	A	25	135
PS4 Room	105	10	T	37	152
Arts & Crafts	25	N/A	I	15	40
Sports & Fitness / Out-door Activities	124	N/A	O	60	184
Homework Hour / Tutoring 3:30pm - 4:30pm	40	20	N	38	78
Adult CO-ED Volleyball Leagues Games	100	100	100	100	400
Youth Soccer League Games - Saturdays	180	180	180	N/A	540
Pool Attendance : Public Hrs./Party Rentals	40	N/A	N/A	N/A	40

Mission Statement

Mercedes Recreation Center, in conjunction with the City of Mercedes, is responsible for the development and implementation of youth programs for youth that reside in the City of Mercedes. The Recreation Center is a Non-Profit Organization for Youth age 6 to 18, which are targeted for programs that will increase pro-social behavior. These programs include recreation activities, community service events/projects, youth leadership programs and cultural events.

Mercedes Recreation Center

“Impacting the youth in our community”

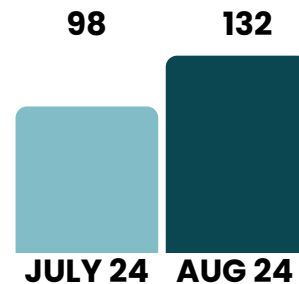


DEVELOPMENT ACTIVITY (AUGUST 2024)

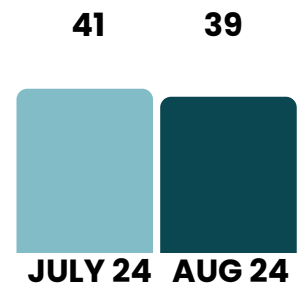
PERMITS ISSUED

	JULY 24	AUG 24
Residential	110	102
Multi-Family	4	-
Commercial	5	3

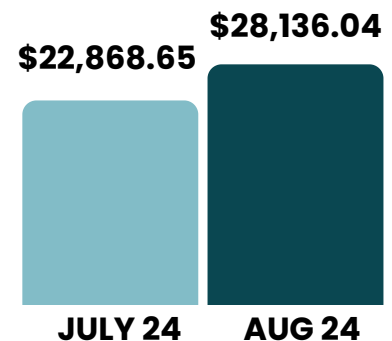
Building Inspections



Plan Reviews

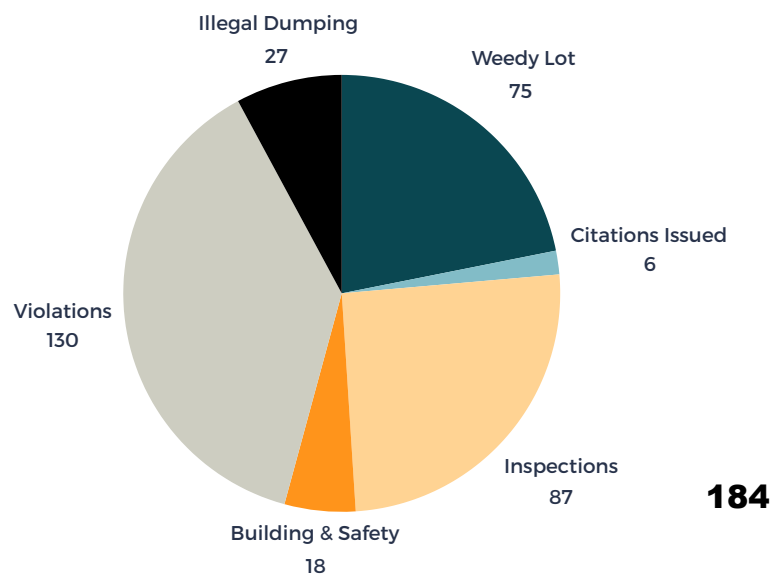


Department Revenue



CODE COMPLIANCE ACTIVITY (AUGUST 2024)

New Code Compliance Cases - 343



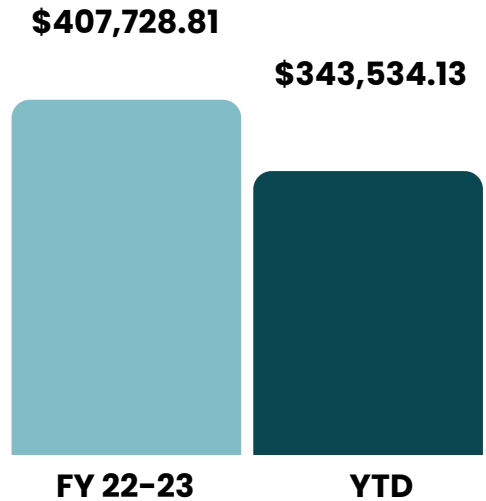
ACTIVITY (FY 22-23 VS YTD)

PERMITS ISSUED

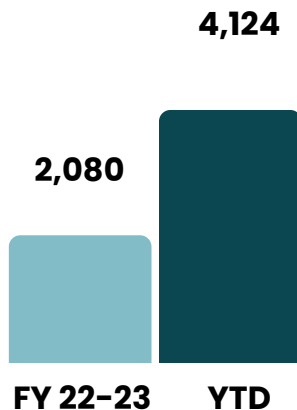
	FY 22-23	YTD
New Residential Construction	236	637
New Commercial Construction	32	40
Other Permits	1,440	1,383

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

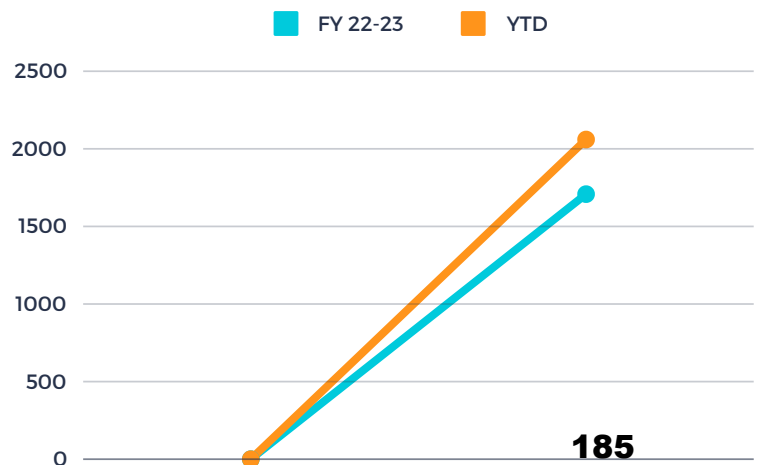
REVENUE



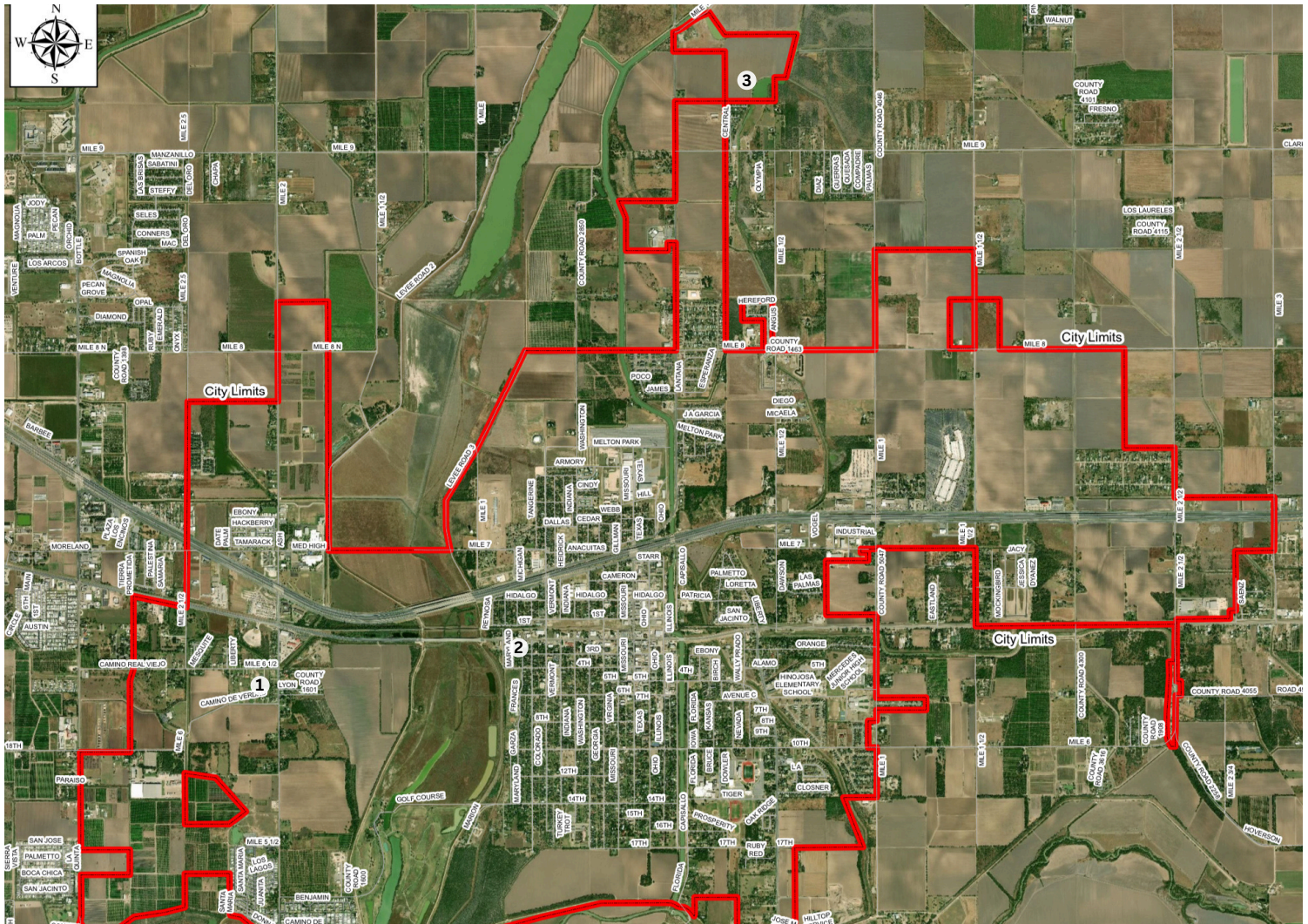
Building Inspections



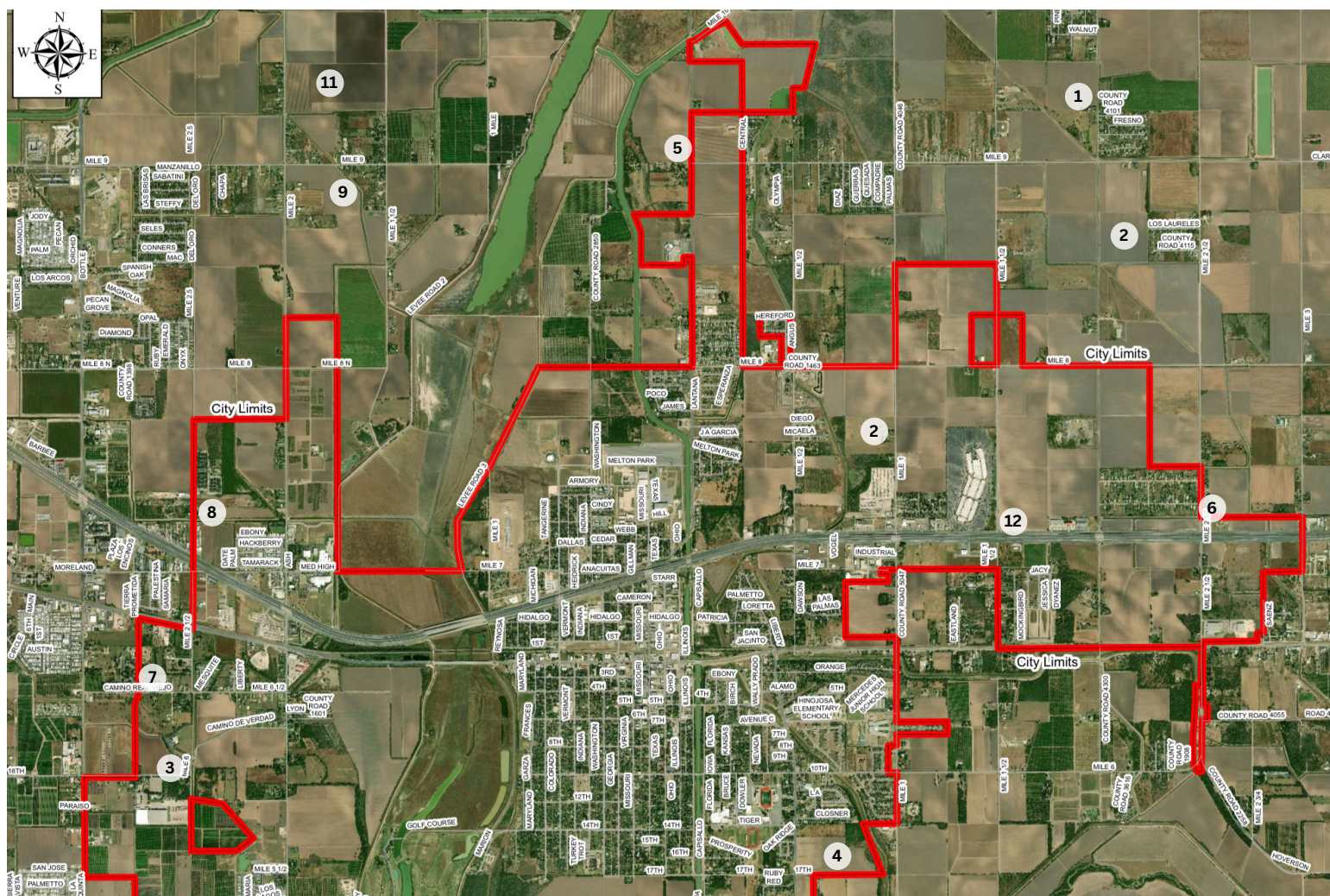
Total of Permits Issued



NEW RESIDENTIAL CONSTRUCTION



	Project Address	Type	SQ FT	Subdivision
1	2408 Camino Real Viejo	Single Family	2,404	Riverstone Estates
2	322 Palm Ave	Single Family	1,428	Ebony Park
3	Mile 1/2 E	Single Family	5,100	Capisallo

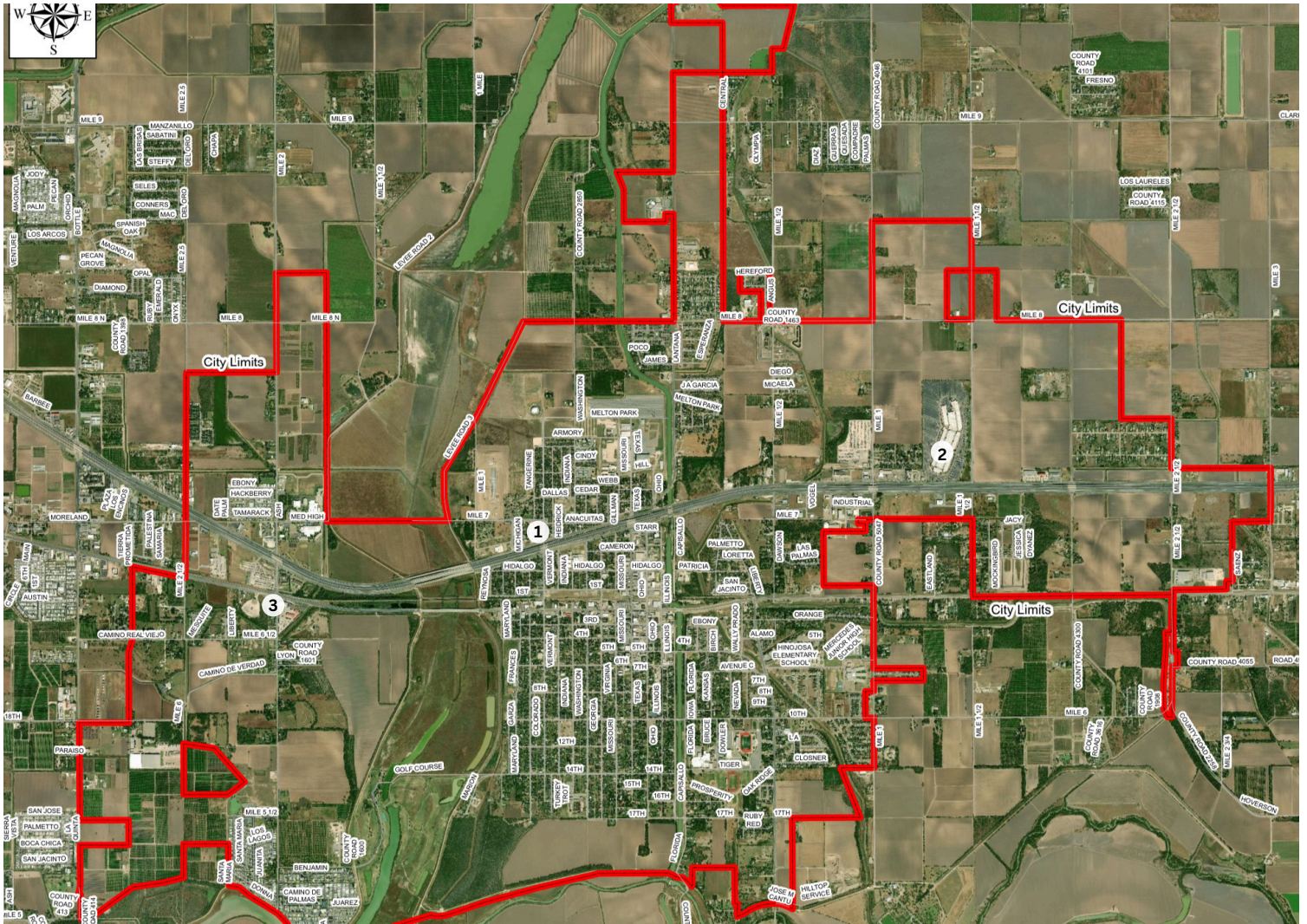


	Subdivision	Location	Acres	Number of lots	Status	Type
1	Mile 2 East Meadows	Mile 2 East Road and Mile 9 North	30	122	Under Construction	Single Family
2	Stable Estates	1 Mile N of Express way 83 on Mile 1 E. West of Mile 1 E/South of Mile 8	30	96	Under Construction	Multi-Family & Single Family
3	Camino de Verdad Ph 2	FM 1015 & Camino de Verdad	22.76	63	Under Construction	Single Family
4	Hacienda Olivia Ph 2	South of Bus 83 on FM 491/ Rio Rico Rd. And east of FM 491/Rio Rico Rd	13.80	60	Under Construction	Single Family 187

SUBDIVISIONS UNDER CONSTRUCTION

	Subdivision	Location	Acres	Number of lots	Status	Type
5	Los Prados Ph 1	2 Mile N of Exp 83 on FM 49. NW corner of Fm 491/Mile 9 North	9.09	48	Under Review	Single Family
6	Mirasol Country Estates	East Side if Mile 2 1/2 East and North if Expwy	59	19	P&Z Preliminary Approval	Single Family
7	Camino Heights	S Mile 2 1/2 W and Camino Real Viejo	2.93	18	Under Review	Multi-Family
8	Red Stone	Mile 2 1/2 and north of Expressway 83	6.0	20	Rezone, waiting for subdivision plat	Single Family
9	Las Cabanas	Mile 9 North and between Mile 2 W & Mile 1 1/2 W	24.90	73	Undergoing the annexation process	Single Family
10	North Valley Village	East side of Mile 2 East and south of Mile 8 North Rd	40	193	Starting the annexation process & waiting for P&Z approval	Single Family
11	San Jacinto Estates	Mile 2 W and North of Mile 9 N	127.4	332	Pre-development process	SingleFamily & Multi Family
12	Shops at Mercedes Ph I	Hwy 83 Frontage next to the Outlets	30	7	P&Z preliminary approval, awaiting revised plans	Commercial

NEW COMMERCIAL CONSTRUCTION/BUSINESSES



	Business	Project Address	Type of Business	Sq Ft	Status
1	Snatched Studio LLC	601 N Vermont Ave	Fitness	-	Business License Issued
2	Hot Dog Planet	5001 E Exp 83	Restaurant	81	Business License Issued
3	Protech Integration Systems, Inc	2002 US-Bus 83	Office	400	Business License Issued

Health & Code Compliance

Health & Code Compliance Inspections, August

	August 2024
Code Compliance Inspections	303
Citations Issued	6
Health Inspections	34

Health Inspections Results, August 2024

Business Name	Business Type	Address	Pass/Fail
HEB	Grocery Store	209 N Texas Ave	Pass
Mid Valley Nursing & Rehabilitation	Nursey Home	601 N Mile 2 W	Pass
Taqueria la Estacion	Restaurant	509 W 2nd St	Pass
Tortilleria Nuevo Progreso No.2	Store	218 S Ohio Ave	Pass
Aguilar's Kitchen	Restaurant	200 S Illinois Ave	Pass
McDonald's	Fast Food Restaurant	216 N Texas Ave	Pass
El Patron Tacos al Vapor +more	Restaurant	544 N Texas Ave	Pass
Hot Dog Planet	Restaurant	5001 E Exp 83	Pass
Valley Bakery	Bakery	169 N Texas Ave	190 Pass

CITY OF MERCEDES
 Budget vs Actual FY 2023-2024 (UNAUDITED)
 As at 8/31/2024

01 GENERAL FUND

Budget Completed 91.67%				
REVENUES	Budget	YTD Actual	Budget Balance	% of Budget
Taxes	10,122,989	11,004,384	(881,395)	108.71%
Licenses & Permits	514,500	656,809	(142,309)	127.66%
Fines & Services	2,470,450	2,320,689	149,761	93.94%
Intergovernmental	17,400	20,676	(3,276)	118.83%
Miscellaneous	1,960,722	483,672	1,477,050	24.67%
	15,086,061	14,486,231	599,830	96.02%
EXPENDITURES				
Commission	34,900	34,086	814	97.67%
Exe. Adm	268,412	258,178	10,234	96.19%
Human Resources	68,879	61,097	7,782	88.70%
City Secretary	82,951	73,464	9,487	88.56%
Mun. Court	136,149	107,453	28,696	78.92%
Finance	244,809	202,140	42,669	82.57%
IT	512,459	430,115	82,344	83.93%
Planning	401,943	443,998	(42,055)	110.46%
Police	3,142,342	2,581,310	561,032	82.15%
Animal Control	99,452	63,371	36,082	63.72%
Fire	1,534,116	1,451,000	83,116	94.58%
Ambulance	-	-	0	#DIV/0!
PW	141,603	119,964	21,639	84.72%
Streets	955,671	878,494	77,177	91.92%
Build. Maint.	353,974	356,839	(2,865)	100.81%
Veh. Maint.	468,450	331,218	137,232	70.71%
Parks & Rec	523,402	355,908	167,494	68.00%
Rec. Center	76,534	59,289	17,245	77.47%
Library	515,436	447,224	68,212	86.77%
Projects	-	118,717	(118,717)	#DIV/0!
Sanitation	1,591,055	1,472,581	118,474	92.55%
Dome Shelter	289,694	233,503	56,191	80.60%
Non-Departmental	3,643,830	3,267,059	376,771	89.66%
	15,086,061	13,347,009	1,739,052	88.47%
Rev. Over/Under	-	1,139,222	(1,139,222)	

NOTE: Vehicle Maint-123K attributed to new vehicle leases.

CITY OF MERCEDES
 Budget vs Actual FY 2023-2024 (UNAUDITED)
 As at 8/31/2024

02 UTILITY FUND

Budget Completed 91.67%				
REVENUES	Budget	YTD Actual	Budget Balance	% of Budget
Water & Sewer Sales	6,068,760	5,358,090	710,670	88.29%
Fees & Penalties	529,150	500,481	28,669	94.58%
Miscellaneous	10,100	369,635	(359,535)	3659.75%
	6,608,010	6,228,206	379,804	94.25%
EXPENDITURES				
Information Tech	98,539	72,321	26,218	73.39%
Utility Billing	186,737	184,058	2,679	98.57%
Meter Readers	297,161	366,638	(69,477)	123.38%
W/S Field Crew	987,384	1,593,092	(605,708)	161.34%
W/S Treatment Plant	3,556,000	2,686,967	869,033	75.56%
Debt Service Int.	947,292	946,916	376	99.96%
Non-Departmental	534,897	202,581	332,316	37.87%
	6,608,010	6,052,573	555,437	91.59%
Revenue Over/Under	-	175,632	(175,632)	

NOTE:

CITY OF MERCEDES
Budget vs Actual FY 2023-2024 (UNAUDITED)
As at 8/31/2024

15 INTEREST & SINKING FUND

Budget Completed 91.67%				
REVENUES	Budget	YTD Actual	Budget Balance	% of Budget
Property Taxes	2,328,143	2,483,102	(154,959)	106.66%
Intergovernmental	-	-	-	0.00%
Miscellaneous	15,000	59,568	(44,568)	397.12%
	2,343,143	2,542,670	(199,527)	108.52%
EXPENDITURES				
Debt Service	2,343,143	2,277,616	65,527	97.20%
	2,343,143	2,277,616	65,527	97.20%
Revenue Over/Under	-	265,054	(265,054)	

NOTE:

16 HOTEL/MOTEL FUND

Budget Completed 91.67%				
REVENUES	Budget	YTD Actual	Budget Balance	% of Budget
Taxes	150,000	140,120	9,880	93.41%
Reserves/Misc.	36,500	32,159	4,341	88.11%
	186,500	172,279	14,221	92.37%
EXPENDITURES				
Advertisement	109,100	100,010	9,090	91.67%
Historic Preservation	50,000	20,000	30,000	40.00%
Arts Promotion	12,900	12,900	0	100.00%
Signage	14,500	-	14,500	0.00%
Bank/Credit Card Fees	-	-	0	#DIV/0!
	186,500	132,910	53,590	71.27%
Revenue Over/Under	-	39,369	(39,369)	

NOTE:

CITY OF MERCEDES

Budget vs Actual FY 2023-2024 (UNAUDITED)

As at 8/31/2024

43 43-Series 2018 CO

REVENUES	Budget	JTD Actual	Budget Balance
Bond Revenue	9,991,085	9,991,085	-
Interest Income	129,793	131,621	(1,829)
Miscellaneous	34,602	34,602	-
	10,155,480	10,157,308	(1,829)
EXPENDITURES			99.97%
Ambulance Services	519,644	519,644	-
PD Vehicles	534,243	534,243	-
PW Vehicles	670,119	670,119	-
Rescue Vehicles	33,165	33,165	-
Drainage Improv.	513,612	481,310	32,302
Sewer Improv.	1,484,309	1,484,309	-
Lift Station Improv.	1,352,229	1,352,229	-
Street Overlays	3,460,085	3,460,085	-
Street Improvements	104,946	104,946	-
Water Improv.	1,281,911	1,311,384	(29,473)
Non-Departmental	201,218	201,218	-
	10,155,480	10,152,650	2,829
Revenue Over/Under	(0)	4,658	(4,658)

NOTE: This fund is reported as Job to Date.

CITY OF MERCEDES
Budget vs Actual FY 2023-2024 (UNAUDITED)
As at 8/31/2024

46 EMS FUND

Budget Completed 91.67%				
REVENUES	Budget	YTD Actual	Budget Balance	% of Budget
EMS Service Fees	600,000	465,869	134,131	77.64%
Intergovernmental	120,000	24,923	95,077	20.77%
Misc	-	16,490	(16,490)	#DIV/0!
	720,000	507,282	212,718	70.46%
EXPENDITURES				
Personnel Costs	125,836	118,960	6,876	94.54%
Contractual Sev. & Other	187,300	189,882	(2,582)	101.38%
Maintenance	51,864	35,639	16,225	68.72%
Supplies	117,000	58,482	58,518	49.98%
Paramedic Course	70,000	30,988	39,012	44.27%
Capital Outlay	18,000	-	18,000	0.00%
Non-Departmental	150,000	151,691	(1,691)	101.13%
	720,000	585,641	134,359	81.34%
Revenue Over/Under	-	(78,360)	78,360	

NOTE:

51 AMERICAN RESCUE PLAN

REVENUES	Budget	JTD Actual	Budget Balance
Intergovernmental	4,118,303	2,060,378	2,057,925
Miscellaneous	123,927	51,772	72,155
	4,242,230	2,112,150	2,130,080
EXPENDITURES			
Contractual Services	123,427	123,427	-
Drainage Improvements	488,000	266,383	221,617
Water Rate Study	37,725	37,725	-
Impact Fee Study	31,500	4,725	26,775
TCEQ Comp. Self Audit	49,250	15,954	33,296
Revenue Loss	1,030,000	1,030,000	-
PD Renovation	780,843	-	780,843
Mile 1 East	270,000	171,837	98,163
Utility Improvements	1,307,478	1,058,292	249,186
Street Improvements	124,007	-	124,007
	4,242,230	2,708,344	1,533,887
Revenue Over/Under	-	(596,193)	596,193

NOTE: This fund is reported as Job to Date.

CITY OF MERCEDES

Budget vs Actual FY 2023-2024 (UNAUDITED)

As at 8/31/2024

52 SERIES 2021 CO

REVENUES	Budget	JTD Actual	Budget Balance
Bond Revenue-Other Financ	8,250,000	8,250,000	-
Interest Income	68,981	266,029	(197,048)
Miscellaneous	-	-	-
	8,318,981	8,516,029	(197,048)
EXPENDITURES			74.77%
EMS/FIRE Equipment	796,765	720,000	76,765
PD Vehicles/Renovation	1,341,445	1,290,773	50,672
PW Equipment	607,618	947,965	(340,347)
Planning Equipment		-	-
Library	17,586	17,586	-
Other Equipment	273,089		273,089
Build. Improvements	70,000	-	70,000
Water/Sewer Utility Improv	3,577,633	2,507,243	1,070,390
Lift Station Improv.	495,000	-	495,000
Street Improvements	400,000	400,000	-
Drainage Imprprov.	218,000	164,723	53,278
Other Infrastructure Imp	350,260		350,260
Non-Departmental	171,585	171,750	(165)
	8,318,981	6,220,039	2,098,942
Revenue Over/Under	(0)	2,295,989	(2,295,990)

NOTE: This fund is reported as Job to Date.

**CITY OF MERCEDES
SALES TAX COMPARATIVE ANALYSIS
BY MONTH RECEIVED**

FY 2022-2023

Recvd	Period	State Comptroller	EDC (25%)	Outlet Mall	Mth % Inc/Dec	City (75%)	Outlet Mall	Mth % Inc/Dec
Oct	Aug	664,414.83	123,909.52	42,194.19	0.39%	456,644.45	41,666.67	-0.36%
Nov	Sept	616,158.09	119,350.90	34,688.62	-3.68%	420,451.90	41,666.67	-7.93%
Dec	Oct	565,272.27	108,481.38	32,836.69	-9.11%	382,287.54	41,666.66	-9.08%
Jan	Nov	745,641.02	130,152.48	56,257.78	19.98%	517,564.10	41,666.67	35.39%
Feb	Dec	1,049,157.09	178,300.34	83,988.93	36.99%	745,201.15	41,666.67	43.98%
Mar	Jan	564,062.91	111,994.65	29,021.08	-37.19%	381,380.52	41,666.66	-48.82%
Apr	Feb	579,258.68	110,918.33	33,896.34	-0.96%	392,777.34	41,666.67	2.99%
May	Mar	721,359.85	137,855.67	42,484.29	24.29%	499,353.22	41,666.67	27.13%
Jun	Apr	646,327.57	118,664.87	42,917.02	-13.92%	443,079.02	41,666.66	-11.27%
Jul	May	625,862.92	120,745.20	35,720.53	1.75%	427,730.52	41,666.67	-3.46%
Aug	June	683,578.79	132,346.15	38,548.55	9.61%	471,017.42	41,666.67	10.12%
		4,783,964.89	883,107.60	312,883.63	4.30%	3,296,307.00	291,666.67	11.35%

FY 2023-2024

State Comptroller	EDC (25%)	Outlet Mall	Mth % Inc/Dec	City (75%)	Outlet Mall	Mth % Inc/Dec
737,168.13	140,625.26	43,666.77	-1.65%	511,209.43	41,666.67	-4.98%
671,741.73	132,450.69	35,484.74	-5.81%	462,139.63	41,666.67	-9.60%
658,279.45	130,991.12	33,578.74	-1.10%	452,042.93	41,666.66	-2.18%
950,403.38	174,621.61	62,979.24	33.31%	671,135.87	41,666.67	48.47%
1,233,256.76	215,140.69	93,173.50	23.20%	883,275.90	41,666.67	31.61%
672,702.52	133,524.29	34,651.34	-37.94%	462,860.23	41,666.66	-47.60%
630,693.66	124,376.41	33,297.01	-6.85%	431,353.58	41,666.67	-6.81%
876,246.43	166,728.84	52,332.77	34.05%	615,518.15	41,666.67	42.69%
659,163.96	128,128.64	36,662.35	-23.15%	452,706.30	41,666.67	-26.45%
666,202.10	128,918.34	37,632.19	0.62%	457,984.92	41,666.66	1.17%
734,493.42	142,127.80	41,495.56	10.25%	509,203.41	41,666.66	11.18%
8,490,351.54	1,617,633.69	504,954.21	83.18%	5,909,430.35	458,333.33	79.27%

Yearly Total Sales Tax Comparison

	2022-2023	2023-2024	Yr % Inc/Dec
Oct	664,414.83	737,168.13	10.95%
Nov	616,158.09	671,741.73	9.02%
Dec	565,272.27	658,279.45	16.45%
Jan	745,641.02	950,403.38	27.46%
Feb	1,049,157.09	1,233,256.76	17.55%
Mar	564,062.91	672,702.52	19.26%
Apr	579,258.68	630,693.66	8.88%
May	721,359.85	876,246.43	21.47%
Jun	646,327.57	659,163.96	1.99%
Jul	625,862.92	666,202.10	6.45%
Aug	683,578.79	734,493.42	7.45%
	4,783,964.89	8,490,351.54	77.48%

Yearly City Sales Tax Comparison

	2022-2023	2023-2024	Yr % Inc/Dec
Oct	498,311.12	552,876.10	10.95%
Nov	462,118.57	503,806.30	9.02%
Dec	423,954.20	493,709.59	16.45%
Jan	559,230.77	712,802.54	27.46%
Feb	786,867.82	924,942.57	17.55%
Mar	423,047.18	504,526.89	19.26%
Apr	434,444.01	473,020.25	8.88%
May	541,019.89	657,184.82	21.47%
Jun	484,745.68	494,372.97	1.99%
Jul	469,397.19	499,651.58	6.45%
Aug	512,684.09	550,870.07	7.45%
	3,587,973.67	6,367,763.68	77.48%

BUDGET	5,173,800
% OF BUDGET	33.86%
TO EDC	1,724,600
Total Projection	<u>6,898,400</u>

FY 23-24

Gain/(Loss) 3,706,387

FY 23-24

Gain/(Loss) 2,779,790

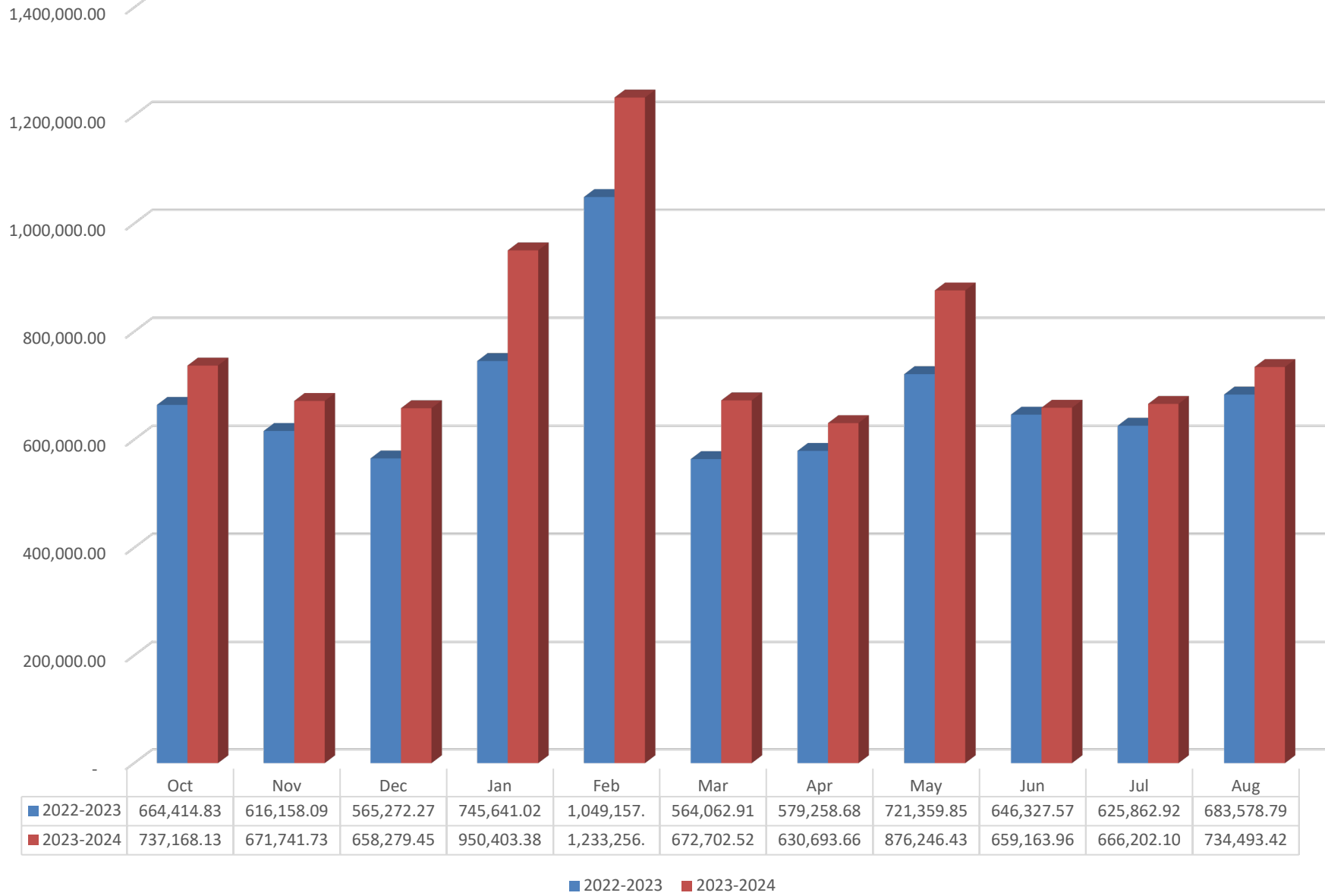
Note: Mth % Inc /Dec compared to prior month.

Note: Yr % Inc /Dec compared to prior year.

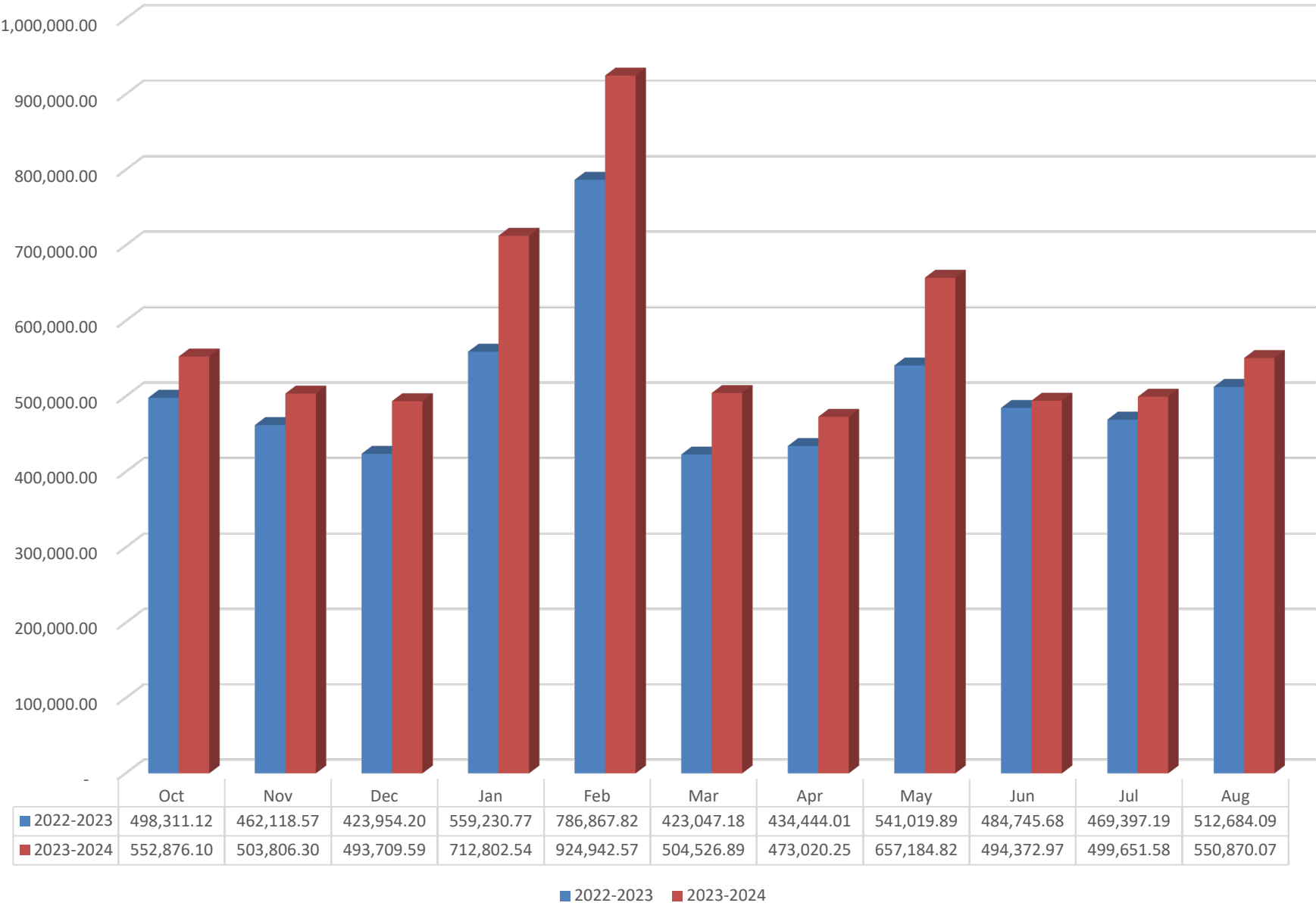
Note: Revenue generated 2 months prior receipt. Ex: Generated in Oct will be received Dec

Received	Generated	Received	Generated
October	August	April	February
November	September	May	March
December	October	June	April
January	November	July	May
February	December	August	June
March	January	September	July

Total City Sales Tax Received



City Sales Tax after Contributions/Payouts



DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	GENERAL FUND	TEXAS MUNICIPAL RET. SYST	PENSION PLAN PAYABLE	13,654.30
			PENSION PLAN PAYABLE	12,597.30
		DEVELOPMENT CORPORATION OF MERCEDES TEXAS NATIONAL BANK	AUG 2024 SALES TAX	183,623.35
			FEDERAL W/H	10,117.19
			FEDERAL W/H	11,211.69
			FEDERAL W/H	10,674.02
			FICA W/H	11,112.44
			FICA W/H	11,310.29
			FICA W/H	10,901.20
		SIMON PROPERTY GROUP, LP	07/09/24 3RD QTR 23-24 OUT	125,000.00
			TOTAL:	400,201.78
PLANNING	GENERAL FUND	FREESE AND NICHOLS RIO MOTOR CO.	0001373294 PROFESSIONAL SE	22,022.00
			2024 GMC SIERRA 1500	41,931.17
			TOTAL:	63,953.17
POLICE	GENERAL FUND	TEXAS MUNICIPAL RET. SYST BLUECROSS AND BLUE SHIELD OF TEXAS	PENSION PLAN PAYABLE	10,578.87
			AUGUST 2024 HEALTH INSURAN	16,837.12
			TOTAL:	27,415.99
FIRE DEPARTMENT	GENERAL FUND	BLUECROSS AND BLUE SHIELD OF TEXAS	AUGUST 2024 HEALTH INSURAN	10,523.20
			TOTAL:	10,523.20
VEHICLE MAINTENANCE	GENERAL FUND	ENTERPRISE FM TRUST	FBN5001939 LEASE F-150S	14,206.43
			FBN5101349 LEASE F-150S	15,020.84
			TOTAL:	29,227.27
SANITATION DEPARTMENT	GENERAL FUND	WASTE CONNECTIONS OF TEXAS	2454754V113 GARBAGE COLLEC	132,179.46
			TOTAL:	132,179.46
NON-DEPARTMENTAL	GENERAL FUND	CITY OF WESLACO DEVELOPMENT CORPORATION OF MERCEDES TROIANI & SOSSI, PLLC LAW OF OF MARTIE GARCIA VELA, PC.	2024162 ANIMAL CARE SERVIC	10,450.00
			74 VTX NOTE PAYMENT	10,416.67
			172 MERCEDES INVESTMENTS	675,279.95
			MAY 2024 LEGAL SERVICES	20,000.00
			TOTAL:	716,146.62
WATER/SEWER FIELD CREW	UTILITY FUND	AGUAWORKS PIPE & SUPPLY, LLC MUNICIPAL SERVICES, LLC BI MATERIALS & CONSTRUCTION LLC	2129588 10TH STREET PROJEC	21,610.41
			200354 INSTALLATION OF MAN	13,958.90
			PURCHASE OF PIPES	110,400.00
		G&S DIRECTIONAL DRILLING, LLC	PURCHASE OF PIPES	69,600.00
			GS24-045 10TH ST. PROJECT	325,000.00
			GS24-046 10TH STREET PROJE	68,350.00
			TOTAL:	608,919.31
WATER/SEWER TREATMENT	UTILITY FUND	HIDALGO & CAMERON COUNTIES U.S. WATER SERVICES CORPORATION	2606 PUSHWATER & PUMPING S	12,969.34
			S199385 MTHLY COMP FOR O&M	101,222.62
			S199387 MTHLY COMP FOR O&M	103,230.24
		BORDER AFFAIRS LLC	2024-02.01 2018&2019 GRANT	80,000.00
			TOTAL:	297,422.20
DEBT SERVICE	UTILITY FUND	THE BANK OF NEW YORK MELLON	08.2024-MERC2013 SERIES 20	15,916.00
			08.2024-MERC2016-02 SERIES	39,229.00
		AMEGY BANK OF TEXAS	08.24-2021 SERIES 2021-LOA	43,218.00
			TOTAL:	98,363.00
2023 STONEGARDEN	SPECIAL REVENUE FU	L.T. BOSWELL LLC	2025 POLARIS RANGER	40,600.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TOTAL:	40,600.00
NON-DEPARTMENTAL	INTEREST & SINKING	THE BANK OF NEW YORK MELLON	08.2024-MERC2016 SERIES 20	45,264.50
			08.2024-MERC2016 SERIES 20	16,094.00
		TRUIST GOVERNMENTAL FINANCE	08.2024.MERC2015 SERIES 20	17,745.00
		US BANK TRUST NA	2622781 SERIES 2018 ACCT#2	156,200.00
		AMEGY BANK OF TEXAS	08.2024-2021 SERIES 2021 L	52,822.00
		TOTAL:	288,125.50	
NON-DEPARTMENTAL	HOTEL,MOTEL TAX	MISCELLANEOUS V TREY COOPER	TREY COOPER:	10,000.00
			TOTAL:	10,000.00
POLICE	SERIES 2021	TRI-GEN CONSTRUCTION LLC	APP NO# 017 MERCEDES PD RE	159,575.37
			TOTAL:	159,575.37

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===== FUND TOTALS =====
01  GENERAL FUND          1,379,647.49
02  UTILITY FUND          1,004,704.51
07  SPECIAL REVENUE FUND    40,600.00
15  INTEREST & SINKING FUND 288,125.50
16  HOTEL,MOTEL TAX        10,000.00
52  SERIES 2021            159,575.37
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                                GRAND TOTAL:      2,882,652.87
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TOTAL PAGES: 2

**Monthly Statistics Report
FY 2023-2024**

Finance

<i>Invoices</i>	<i>FY 2021-2022 Totals</i>	<i>FY 2022-2023 Totals</i>	<i>FY 2023-2024 1st Qtr</i>	<i>FY 2023-2024 2nd Qtr</i>	<i>FY 2023-2024 3rd Qtr</i>	<i>July</i>	<i>August</i>	<i>September</i>	<i>FY 2023-2024 4th Qtr</i>	<i>FY 2023-2024 Totals</i>
Invoices Received	3,222	2,481	404	522	590	281	246		527	2,043
Payment Requests Received	2,481	2,419	585	643	639	232	263		495	2,362
Emergency Payment Requests		25	3	0	0	0	0		0	3
Total	5,703	4,925	992	1,165	1,229	513	509	0	1,022	4,408

<i>Payments Processed</i>	2,638	2,779	555	723	742				0	2,020
Total Paid	\$ 21,530,131.74	\$ 23,785,090.17	\$ 5,930,038.08	\$ 8,305,422.84	\$ 6,606,691.08	\$ 2,629,629.11	\$ 3,431,338.34	\$ -	\$ 6,060,967.45	\$ 26,903,119.45
(01) General Fund	\$ 10,762,818.74	\$ 11,604,361.90	\$ 2,844,018.58	\$ 3,305,374.85	\$ 3,269,742.74	\$ 1,298,462.14	\$ 1,691,921.03		\$ 2,990,383.17	\$ 12,409,519.34
(02) Utility Fund	\$ 5,166,272.07	\$ 4,925,956.14	\$ 1,563,751.07	\$ 1,901,461.05	\$ 1,729,409.95	\$ 384,152.48	\$ 1,186,290.81		\$ 1,570,443.29	\$ 6,765,065.36
(03) Municipal Court	\$ 3,451.67	\$ 2,753.76	\$ 2,414.80	\$ 400.95	\$ 26,542.00	\$ -	\$ -		\$ -	\$ 29,357.75
(05) Library Fund	\$ 5,693.27	\$ 5,509.02	\$ 1,500.00	\$ -	\$ -	\$ 420.00	\$ -		\$ 420.00	\$ 1,920.00
(07) Special Rev/Grants	\$ 237,279.44	\$ 206,122.68	\$ 4,907.86	\$ 47,748.82	\$ 14,329.18	\$ 9,950.51	\$ 52,985.65		\$ 62,936.16	\$ 129,922.02
(10) Local Forfeiture	\$ 832.04	\$ 13,246.27	\$ 3,836.34	\$ 15,998.00	\$ -	\$ -	\$ 2,161.40		\$ 2,161.40	\$ 21,995.74
(12) KMB	\$ 5,501.29	\$ 5,354.65	\$ 389.40	\$ -	\$ 3,394.41	\$ -	\$ -		\$ -	\$ 3,783.81
(15) I & S	\$ 2,274,584.23	\$ 2,281,284.81	\$ -	\$ 1,974,322.77	\$ -	\$ -	\$ 302,692.80		\$ 302,692.80	\$ 2,277,015.57
(16) Hotel Motel	\$ 211,615.95	\$ 130,569.00	\$ 3,350.00	\$ 86,550.00	\$ 16,830.00	\$ 15,480.00	\$ 11,350.00		\$ 26,830.00	\$ 133,560.00
(30) TIRZ		\$ 700,000.00	\$ -	\$ -	\$ 58,866.70	\$ -	\$ -		\$ -	\$ 58,866.70
(43) Series 2018	\$ 343,844.56	\$ -	\$ -	\$ -	\$ 49,472.50	\$ -	\$ -		\$ -	\$ 49,472.50
(46) EMS	\$ 392,336.87	\$ 419,731.42	\$ 81,463.84	\$ 109,238.77	\$ 85,561.22	\$ 33,421.42	\$ 21,861.96		\$ 55,283.38	\$ 331,547.21
(49) Emergency Manage.	\$ 576.61	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
(51) ARPA	\$ 315,272.44	\$ 1,135,464.99	\$ 744,003.72	\$ 92,595.54	\$ 65,337.00	\$ 147,172.82	\$ -		\$ 147,172.82	\$ 1,049,109.08
(52) Series 2021	\$ 1,810,052.56	\$ 2,352,678.57	\$ 680,402.47	\$ 771,732.09	\$ 1,285,265.90	\$ 737,753.69	\$ 159,575.37		\$ 897,329.06	\$ 3,634,729.52
(54) Parks Fund		\$ 2,056.96	\$ -	\$ -	\$ 1,939.48	\$ 2,816.05	\$ 2,499.32		\$ 5,315.37	\$ 7,254.85

Monthly Statistics Report
FY 2023-2024

Finance

<i>Purchase Orders</i>	<i>FY 2021-2022 Totals</i>	<i>FY 2022-2023 Totals</i>	<i>FY 2023-2024 1st Qtr</i>	<i>FY 2023-2024 2nd Qtr</i>	<i>FY 2023-2024 3rd Qtr</i>	<i>July</i>	<i>August</i>	<i>September</i>	<i>FY 2023-2024 4th Qtr</i>	<i>FY 2023-2024 Totals</i>
PO Requisitions (Regular)	1,525	1,275	279	284	345	63	55		118	1,026
Emergency PO Requisitions		284	93	108	73	10	9		19	293
Total	1,525	1,559	372	392	418	73	64	0	137	1,319
Purchase Orders Issued	1,525	1,492	361	388	433	77	64		141	1,323
Purchase Orders Issued	\$ 4,117,535.26	\$ 2,736,129.00	\$ 1,183,905.67	\$ 657,090.34	\$ 1,483,802.32	\$ 205,157.18	\$ 156,613.33	\$ -	\$ 361,770.51	\$ 3,686,568.84
Purchase Orders Received	\$ 2,901,261.64	\$ 1,952,309.76	\$ 673,407.58	\$ 423,248.11	\$ 457,119.99	\$ 138,745.89	\$ 64,471.78	\$ -	\$ 203,217.67	\$ 1,756,993.35
Purchase Orders Voided	\$ 1,216,273.62	\$ 783,819.24	\$ 9,943.45	\$ 3,993.35	\$ 273,422.50	\$ 1,071.72	\$ 100.00	\$ -	\$ 1,171.72	\$ 288,531.02
Purchase Orders Outstanding	\$ -	\$ -	\$ 500,554.64	\$ 229,848.88	\$ 753,259.83	\$ 65,339.57	\$ 92,041.55	\$ -	\$ 157,381.12	\$ 1,641,044.47

<i>Budget Amedments</i>	<i>FY 2021-2022 Totals</i>	<i>FY 2022-2023 Totals</i>	<i>FY 2023-2024 1st Qtr</i>	<i>FY 2023-2024 2nd Qtr</i>	<i>FY 2023-2024 3rd Qtr</i>	<i>July</i>	<i>August</i>	<i>September</i>	<i>FY 2023-2024 4th Qtr</i>	<i>FY 2023-2024 Totals</i>
Budget Amendments Received		77	10	15	4	2	2		4	33
<i>Approved</i>										
General Fund		69	9	14	4	2	1	0	3	30
Utility Fund		7	0	0	0	0	0	0	0	0
EMS Fund		1	0	0	0	0	1	0	1	1
KMB			1	1	0				0	2
Total		77	10	15	4	2	2	0	4	33

ACTIVE ACCOUNTS	5260	NEW ACCOUNTS	50		
Monthly Statistics Report August 2024					
Total of Work Orders:		337			
Job Code	Total Completed	Total outstandig (pending)	Total Void		
Regular connects (on)	50	0	0		
Reinstate (reins)	72	0	0		
Regular disconnects (off)	64	0	0		
Meter swap (swap)	15	0	0		
Disconnects no paymet (lock)	83	0	0		
Miscellaneous (misc)	0	0	0		
Ert replacement (entre & mxu)	1	0	0		
High reads (gt-rd)	0	0	0		
Get Missed Meter Read (gt-rd)	31	0	0		
Service change (srvch)	1	0	0		
Miscellaneous Public Works (mech)	19	0	0		
Account on Temporary H (hold)	0	0	0		
Occupant change (tran)	0	0	0		
Re-read Meer After (re-rd)	1	0	0		
Check leak/fix leak (leak)	0	0	0		
Mechanichal inspection	0	0	0		
TOTAL OF CODES	337	0	0		
Disconnects no paymet (voided)	These are usually customers who make their payment before the meter is closed.				
Unread meters (SENSUS) read manually			Unread meters (Kamstrup)		
Meter Blank (screen)	0		Broken antenna	0	
Parts	0		Innactive	0	
Wire damaged	0		Everything ok (no read)	0	
Meter Low Battery	0		Meter covered	0	
Meter Swap	0		Meter reprogramed	0	
Meter covered	0		Meter Swap	0	
MXU damaged	0		Blank	0	
MXU missing	0		Under water	0	
Reprogramed	0		Meter OFF (not connected)	0	
Disconnected	0			0	
Under water	0				
Bees inside the meter box	0		Traveling meters	5	
Everything ok (no read)	0				
Meter inside property	0		La Herencia Apparts.	7	
	0				
Available Water Meters:	5/8"	000	STAND-BY 2 (EMERGENCY)		
	3/4"	0			
	1"	0	STAND-BY 1 (EMERGENCY)		
	1 1/2"	0			
	2"	00			
Smart Sensus Water Meter	3/4"	0	To replace meters inside properties		

Monthly Statistics Report
FY 2023-2024
August 31, 2024

Municipal Court

Citation By Violation	FYE 2022 Totals	FYE 2023 Totals	1st Qtr Totals	2nd Qtr Totals	3rd Qtr Totals	July	August	September	4th Qtr Totals	FYE 2024 Totals
Defective Equipment	7	22	0	0	1	3	1		4	5
DLR "A"-Corrective Lenses			1	0		0	0			1
DLR "B"-Licensed Driver 18 Yrs		1	1	0	0	0	0		0	1
Driving W/O Stop Lamps		1	0	0	0	0	0		0	0
Failed to Display Vehicle Registration	1	1	0	0	0	0	1		1	1
Failed to ID Truthfully	1	0	0	0	1	0	0		0	1
Failed to Obey Traffic Control Sign	8	0	0	0	0	1	0		1	1
Expired Registration-Moto Vehicle	174	160	24	17	11	14	14		28	80
License Plate Registration-Fictitious	1	0	0	0	0	0	0		0	0
License Plate Registration-Trailer	1	1	0	0	0	0	0		0	0
No Cover on Load	1	0	0	0	0	0	0		0	0
No Front License Plate	10	7	2	0	4	1	0		1	7
No Rear License Plate	1	0	0	0	0	0	0		0	0
Wrong License Plate	10	8	5	0	0	0	1		1	6
No Tail Light(s)	1	1	0	0	0	0	0		0	0
Parking Violation		1	1	0	0	0	0		0	1
Parking-Fire Lane	1	0	1	0	0	0	0		0	1
U-Turn Between Street Intersection	1	0	0	0	0	0	0		0	0
Speeding	58	36	4	1	1	8	9		17	23
Speeding in Construction Zone						2	0		2	2
Speeding in a School	3	3	0	0	0	0	0		0	0
Unsafe Speed (Too Fast for Conditions)						1	0		1	1
Failed To Yield Right of Way	8	6	1	1	2	0	0		0	4
Ran Stop Sign	134	88	3	4	8	4	9		13	28
Ran Red Light	33	25	1	3	13	3	3		6	23
Change Lane when Unsafe	14	6	1	0	2	2	1		3	6
Turned Left From Wrong Lane	1	0	0	0	0	0	0		0	0
Turned Right From Wrong Lane		1	0	0	0	0	0		0	0
Improper Turn	1	1	0	0	0	0	0		0	0
Drove Wrong Way On One-Way Roadway	15	1	2	0	2	0	0		0	4
Following Too Closely	3	4	1	0	2	0	1		1	4
Unsafe Start from Park or Stopped Positio		2	0	0	1	0	0		0	1
Child Passenger Safety Seat Off	26	8	2	0	1	1	3		4	7
No Seat Belt-Driver	121	86	3	3	5	11	4		15	26
No Seat Belt-Passenger		2	0	0	0	0	0		0	0
Child (4-14) Not Secured by Safety Belt	9	1	4	0	1	0	0		0	5
Possession of Alcoholic Bev. in Vehicle		2	0	0	0	0	0		0	0
Operate Vehicle with Child in Open Bed	1	0	0	0	0	0	0		0	0
Driving Under the Influence-Minor		1	0	0	0	0	0		0	0
Use of Wireless Device By Motorist	4	1	0	0	0	0	0		0	0
Failed to Maintain Financial Resp	272	224	40	49	58	50	62		112	259
Failed to Control Speed	5	2	1	10	1	2	0		2	14
Failed to Yield at Stop	3	1	1	1	0	0	0		0	2
Failed to Yield Row at Open Intersection		1	0	0	0	0	0		0	0
Failed to Yield Row at Open Intersection	1	0	0	0	0	0	0		0	0
Failed to Yield Row Leaving Private Drive	3	0	1	0	0	0	0		0	1
Failed to Yield Row to Emergency Veh		1	0	1	2	0	1		1	4
Disregard Traffic Control Device		2	0	0	0	0	0		0	0
Failed to Stop-Designated Point At Stop Sign	7	4	3	1	2	1	0		1	7
Failure to Stop at Traffic Light		1	0	0	0	0	0		0	0
Failed to Stop at Flashing Red Light		1	0	0	0	0	0		0	0
Failed to Drive in Single Lane	7	14	0	0	1	1	0		1	2
Turned Right Too Wide	1	1	0	0	0	0	0		0	0
Turned When Unsafe	1	0	0	0	1	0	0		0	1
Failed to Signal Lane Change	7	15	0	2	2	1	0		1	5
Failed to Give One Half of Roadway		1	0	0	0	0	0		0	0
Illegally Passed Street Car	1	0	0	0	0	0	1		1	1
Failed to Signal Turn	13	24	2	1	0	1	0		1	4
No Drivers License	301	254	36	32	49	41	38		79	196
Driving While License Invalid	8	0	1	0	0	0	0		0	1
Reckless Driving	6	3	0	0	1	0	0		0	1
Fail to Dim Headlights meeting						1	0		1	1
No Head Lamp(s)-Not Equipped	4	3	0	0	0	0	2		2	2
Defective Head Lamp(s)	3	4	0	0	0	0	1		1	1
No Tail Lamp(s)-Not Equipped	4	5	0	2	0	1	1		2	4
Defective Tail Lamp(s)		3	0	0	0	0	0		0	0
No Stop Lamp(s)	2	2	0	0	0	0	0		0	0
Defective Stop Lamp(s)	2	5	2	0	0	1	1		2	4
Driving W/O Head Lights	4	1	0	0	0	0	0		0	0
Motor Vehicle Inspection Violation		5	0	0	0	0	0		0	0
Expired Operators License	38	10	7	4	2	4	4		8	21
Failed to Display DL	8	8	1	0	0	1	0		1	2

Monthly Statistics Report
FY 2023-2024
August 31, 2024

Municipal Court

Citation By Violation	FYE 2022 Totals	FYE 2023 Totals	1st Qtr Totals	2nd Qtr Totals	3rd Qtr Totals	July	August	September	4th Qtr Totals	FYE 2024 Totals
Failure to Report Change of Address/Name		1	0	0	0	0	1		1	1
Failure to Report Striking Fixture/Sign	0	0	1	0	0	0	0		0	1
No License Plate Light	7	4	0	0	0	0	0		0	0
Illegal Backing (Unsafe Backing)	1	0	1	0	0	0	1		1	2
Leaving Scene of Accident			1	0		0	0		0	1
Open Container In Vehicle	11	5	0	1	3	0	0		0	4
Unauthorized Glass Coating Material	9	1	0	0	0	0	0		0	0
Driving While Impaired	1	0	0	0	0	0	0		0	0
Driving Under the Influence	1	1	0	0	0	0	0		0	0
Stopping in Prohibited Area		1	0	0	0	0	0		0	0
Speeding>10% Above Posted Limit	191	88	3	9	28	42	40		82	122
Minor In Possession	8	7	0	0	0	0	0		0	0
Consumption of Alcohol-Minor	0	0	1	0	0	0	0		0	1
Failed to Secure Load	1	1	0	0	0	0	0		0	0
All Terrain Vehicle on Public Street						0	0		0	0
Assault-Physical Contact	30	26	3	2	1	0	0		0	6
Assault-Threat	2	1	1	0	2	1	0		1	4
Assault-Family Violence	12	9	6	2	1	2	1		3	12
Criminal Mischief	2	2	1	1	0	0	0		0	2
Disorderly Conduct	11	4	2	0	0	0	0		0	2
Disorderly Conduct-Urinating	1	0	0	1	0	0	0		0	1
Disorderly Conduct-Abusive Language	1	0	0	0	0	0	0		0	0
Disorderly Conduct-Noise (Public)	1	0	0	0	0	0	0		0	0
Failure to Identify-False Info.		1	0	0	0	0	0		0	0
Minor In Possession of Alcohol		2	0	0	0	0	0		0	0
Leaving A Child In A Vehicle	2	0	0	0	0	0	0		0	0
Theft	16	11	3	2	0	1	1		2	7
Criminal Trespass		1	0	0	0	0	0		0	0
Possession of Drug Paraphernalia	39	96	12	6	18	1	1		2	38
Public Intoxication	26	35	3	11	4	3	4		7	25
Consuming Alcoholic Beverage		1	0	0	1	0	0		0	1
Solicitation W/O A Permit		2	0	0	0	0	0		0	0
Tabacco Products Law	1	0	0	0	0	0	0		0	0
City Code (Dog At Large)	6	3	0	2	13	4	0		4	19
City Code (Vaccination Required)	6	0	0	0	0	1	0		1	1
City Code (Dog Tags)	5	1	0	0	0	1	0		1	1
Dog Bite	6	3	0	0	3	1	0		1	4
Violation of City Ordinance #10	2	3	1	1	0	0	0		0	2
City Code (Abandoned & Junked Vehicle)	7	11	2	2	0	0	1		1	5
City Code (Vendors Permit)		1	0	0	0	0	0		0	0
City Code Violation (Nuisance)	3	0	0	0	0	0	0		0	0
Fire Code Violation			1	0	0	0	0		0	1
City Code (Register Dangerous Dog)	2	1	0	0	9	2	0		2	11
Illegal Dumping	3	2	0	5	1	0	0		0	6
Littering		1	0	0	0	0	0		0	0
Curfew Violation	9	8	1	0	0	0	0		0	1
Violation of City Ord. 83-16	30	27	10	3	10	1	6		7	30
Violation of City Ord. 99-22 (Weedy Lot)	8	6	2	0	2	1	1		2	6
Violation of City Ord. #26 (Zoning-Running a Bus	1	0	0	0	0	0	0		0	0
Ordinance 2000-03 (Signs)	1	0	0	0	0	0	0		0	0
City Ordinance (Junked Vehicle)	11	11	6	11	5	0	2		2	24
Total	1,824	1,450	213	191	275	217	217	-	434	1,113
Dismissals	237	186	37	22	50	12	10		22	131
	\$ 68,853.61	\$ 49,079.98	\$ 10,736.66	\$ 7,918.10	\$ 11,204.56	\$ 3,931.00	\$ 2,125.00		\$ 6,056.00	\$ 35,915.32

Mercedes Municipal Court
Revenue Collected by Citations
August 1, 2024 - August 31, 2024

City of Mercedes Revenue	\$7,981.50
State of Texas Revenue	\$6,761.50
Total Revenue Collected	\$14,743.00

Total Number of Cases (Dockets) Heard by Court – 31



Eduardo Mendoza, Municipal Court Coordinator

ADDITIONAL ACTIVITY

Court MERCEDES		NUMBER GIVEN	NUMBER REQUESTS FOR COUNSEL
Month AUGUST	Year 2024		
1. Magistrate Warnings:		0	
a. Class C Misdemeanors			
b. Class A and B Misdemeanors		0	0
c. Felonies		0	0
			TOTAL
2. Arrest Warrants Issued:			0
a. Class C Misdemeanors			
b. Class A and B Misdemeanors			0
c. Felonies			0
3. Capiases Pro Fine Issued			0
4. Search Warrants Issued			0
5. Warrants for Fire, Health and Code Inspections Filed (CCP, Art. 18.05)			0
6. Examining Trials Conducted			0
7. Emergency Mental Health Hearings Held			0
8. Magistrate's Orders for Emergency Protection Issued			0
9. Magistrate's Orders for Ignition Interlock Device Issued (CCP, Art. 18.05)			0
10. All Other Magistrate's Orders Issued Requiring Conditions for Release on Bond			0
11. Driver's License Denial, Revocation or Suspension Hearings Held (TC, Sec. 521.300)			0
12. Disposition of Stolen Property Hearings Held (CCP, Ch. 47)			0
13. Peace Bond Hearings Held			0
14. Cases in Which Fine and Court Costs Satisfied by Community Service:			0
a. Partial Satisfaction			0
b. Full Satisfaction			0
15. Cases in Which Fine and Court Costs Satisfied by Jail Credit			0
16. Cases in Which Fine and Court Costs Waived for Indigency			0
17. Amount of Fines and Court Costs Waived for Indigency			\$0.00
18. Fines, Court Costs and Other Amounts Collected:			
a. Kept by City			\$7,981.50
b. Remitted to State			\$6,761.50
c. Total			\$14,743.00

Memo

To: Alberto Perez, City Manager
From: Marisol Vidales, Library Director & Historic Preservation Officer
CC:
Date: September 11, 2024
Re: Library Department Monthly Report

Attached you will find the Library Department's monthly statistical report, please let me know if you have any questions regarding the information. Also, Library Staff participated in the following meetings, trainings, and events during the month of August 2024.

Meetings

- Library Board meeting. (8/01) – Marisol Vidales & Michelle Muniz
- Department Head meeting. (8/07) – Marisol Vidales
- Met with Library Board member on issue. (8/07) – Marisol Vidales
- National Night Out meeting. (8/12) – Marisol Vidales & Michelle Muniz
- National Night Out meeting with Police Chief & Lieutenant Diaz. (8/13) – Marisol Vidales & Michelle Muniz
- MHM Digital Equity Cohort networking event meeting. (8/14) – Marisol Vidales & Anthony Cardenas
- Met with Friends of the Library's President and Vice-President to discuss Channel 5. (8/16) – Marisol Vidales
- Meeting with Commissioner Fuentes PCT 1 on 2025 HCLS funds. (8/16) – Marisol Vidales
- Attended HCLS meeting in McAllen. (8/16) – Marisol Vidales
- Met with Alfredo Salcedo from Comp-u-Dopt. (8/19) – Marisol Vidales, Anthony Cardenas, & Tristan Garza
- Attended the City Commission meeting. (8/19) – Marisol Vidales
- Attended National Night Out meeting. (8/21) – Michelle Muniz
- Met with Janie Flores, Insignia representative. (8/22) – Marisol Vidales
- Met with Gabriel Ozuna on MHPC projects. (8/22) – Marisol Vidales
- Met with Jessica R. Hyde from the CDC on LEAP initiative. (8/22) – Marisol Vidales
- Met with City Manager about Nature Everywhere Technical Assistance Program. (8/23) – Marisol Vidales

- Staff meeting to go over Distracted Driver Policy. (8/23) – Marisol Vidales, Frank Rivas, Mary Jane Hernandez, Isabel Mendoza, Anthony Cardenas, Anna Agueros, Tristan Garza, Kathy Suarez, & Daniela Alejo
- Human Infrastructure of Broadband meeting. (8/23) – Anthony Cardenas
- Met with Digital Navigator & Children’s Librarian to finalize dates for Comp-u-Dopt programming. (8/23) – Marisol Vidales, Anthony Cardenas, & Frank Rivas
- Human Infrastructure of Broadband meeting. (8/28) – Marisol Vidales
- Insignia & HCLS Migration meeting. (8/29) – Marisol Vidales & Mary Jane Hernandez
- Met with Anthony for 3D printing guidelines. (8/29) – Marisol Vidales

Trainings

- Attended the South Texas Summit on Public History, Culture, Heritage, Archives, and Museums at STC Pecan Campus in McAllen. (8/08) – Marisol Vidales & Michelle Muniz
- Leading with Social Emotional Intelligence training presented by Dr. Sergio Garcia. (8/12) – Marisol Vidales & Michelle Muniz
- Texas Cybersecurity Awareness Training from KnowBe4. (8/20) – Kathy Suarez Mendez & Briana Carrillo
- Using the Phish Alert Button. (8/20) – Kathy Suarez Mendez, Briana Carrillo, & Michelle Muniz
- Attended the Valley Baptist Legacy Foundation 2024 Funding Forum. (8/21) – Marisol Vidales
- Strengthening Your Communication Skills by Niche Academy. (8/21) – Frank Rivas
- Distracted Driver Policy. (8/27) – Marisol Vidales, Briana Carrillo, & Josie Mancias
- 3D Printer Training (8/30) – Anthony Cardenas, Tristan Garza, Frank Rivas, & Mary Jane Hernandez. Mike Rocha and Juan Vasquez from IT also joined in on the meeting.

Events/Programming

Adult Programming

Delta Independent Living Story Time & Craft by Frank Rivas

- Story Time (8/13)
Adults: 20

The Crochet Club is managed by Frank Rivas

- Crochet Club (8/06)
Adults: 6
- Crochet Club (8/20)
Adults: 5

Digital Learning Classes are created & taught by Digital Navigators, Tristan Garza & Anthony Cardenas. This course focused on Basic Computer & Email skills.

- Adults: 9 (8/20)
- Adults: 9 (8/22)
- Adults: 10 (8/27)
- Adults: 9 (8/29)

Children's Programming – The majority of the children's programming is planned and executed by Frank Rivas with the exception of the art class which is taught by Diane Roman-Goldsberry.

Art classes by Diane Roman – Goldsberry

- Ages 6-9 (8/05)
Children: 1
- Ages 10-12 (8/07)
Children: 3

Reading with Royalty (8/06)

- Children: 3 Adults: 2

Outreach – The library visits and participates in different festivals & events outside of library grounds to promote library services.

- Garcia Brothers Earth X Space event. (8/03) – Frank Rivas, Briana Carrillo, Anthony Cardenas & Marisol Vidales
General: 160
- Hidalgo County Back to School Bash. (8/07) – Frank Rivas & Briana Carrillo
General: 424

Events – The Library attends or assists these events.

- Annual City Job Fair at the Dome. (8/06) – Marisol Vidales & Michelle Muniz
General: 185

Other Projects/Duties

Café

- We sold 390 individual items for the 22 days that we were open and we made \$1,613.62 in sales.

Marketing (The majority of these items involve the creation of flyers, taking and posting photos, filming and editing videos, responding to citizens via direct message, and interacting with the public on social media platforms)

- Created 1 newsletter which were: *New Book Releases*
- Created a total of 34 flyers for the Library, Café, and City.
- Posted 140 items for the library, 12 for the café, and 33 for the city on various platforms.
- Posted 4 stories on social media platforms and updated Library Facebook Banner with an August theme.
- Responded to 17 library direct messages and 10 City direct messages.
- A total of 15 updates were done to the city website.
- Created 2 book rivers on TLC Catalog to honor monthly observances highlighting our collection, which were: *National Sisters Day* and *Read-a-Romance Month*
- Created 2 shelves in cloudLibrary in honor of monthly observances highlighting our collection, which was: *Back to School* and *Romance Awareness Month*

- Created 2 book displays in the adult section: *Simplify Your Life Week* and *Historical Fiction*
- Created 1 young adult books display: *Dark Academia* themed books for Back to School Month
- Created 2 book displays in the juvenile section: *Back to School* and *National Dog Month*

Administration/Collection Management/Development

- Family Place items were delivered, built, setup in the Early Learning Space, put up to wait for future workshops, and the library did a soft launch of the Early Learning Space.
- Submitted the Request for Funds for Family Place (TSLAC Grant Management Portal) and emailed Dominic Gonzales (TSLAC) the invoices to add onto our RFF.
- Created a Cleaning Policy for the Early Learning Space area, based on template provided to us by Family Place.
- Coordinated a visit by the CDC & Texas Department of State Health Services with Marisa Oliva from TCiNN so they could view our LEAP Nature backpacks and visit one of the MISD campuses. The purpose was to demonstrate the positive impact of the backpacks and the potential health impact of the green schoolyards and lobby for the CDC to continue to allow the state to invest funding in out of the box health efforts.
- Attempted to work with T-Mobile, with Kyle from ERate Central's help, to fix the issue of unpaid invoices. T-Mobile needed to submit a service provider invoice to ERate in order to gain access to the 19% of remaining Emergency Connectivity Funds that were still available to our library. The library completed a Post Commitment Funding Request. T-Mobile did not file their SPI by the August 29th deadline.
- Submitted a request to HR department for assistance from AARP.
- Overlooked the various library events and programming for August.
- Retrained employee in café based off of feedback from department head meeting.
- Worked on Friend's funding requests for the Channel 5 interview. Assisted in helping Friend's President & Vice-President with practicing for the interview, also recruited Juan's (STC) help as he is fluent in Spanish.
- Had an MHM grant issue due to over projecting in the fringe and benefits estimate. Spoke to MHM Digital Equity Coordinator and was told that extra funds could be used towards our Digital Equity project, as long as it was furthering our goals and mission. Decided to hire a part-timer so that they could help with program, outreach, etc. Awaiting assistance from HR and Finance to hire the additional staff member.
- Gathered statistics and revised the brochure for County Commissioners in order to plead a case for more funding for 2025 for HCLS. Met with Commissioners and had positive responses. Was given the task to further promote cloudLibrary and to create videos that they can share on their social media pages.
- Prepared for September's Library Card Sign-Up promotions.
- Weeded out various collections in order to a variety of books/dvds available for book sale. Prepared and setup the library for the annual Friend's of the Library Book Sale.
- Made connections with Valley Baptist Legacy Foundation and attended their workshop/networking event.

- Cleaned up and reorganized the Giveaway Closet to make room for the new Family Place items. Remaining Family Place items that could not fit in the closet were then put up in Tech Services department.
- Moved all the Board Books for toddlers to the Family Place area so that families and toddlers could easily access them. Shifted the Adult Reference section so that the YA collection could be spaced out and have room for new titles.
- Reviewed the prizes for National Night Out's costume contest and made sure that carts were ready for October.
- Spoke with former Library board member, Roy De Leon, to determine if he wished to continue serving on the library board. He was open to staying on or stepping down and was interested in perhaps joining the Friends of the Library. Due to a new applicant for the Library Board he agreed to give that opportunity up.
- Prepared the event list for Melissa Ramirez, EDC Director, in order for her to work on marketing packets.
- Spoke with Patti Avila of the Weslaco Library to offer her assistance, several times during the month, on preparing her purchase order request for the new ILS vendor for the county. Resent her the pricing comparison and provided her verbiage for her memo. Also spoke with Hilda Molina who was clarifying on the information needed for the 3rd party vendor in order to begin gathering information for our migration. Spoke with Adolfo from Pharr Memorial Library to discuss the payment and McAllen's hesitation in moving and our next steps. Also spoke to McAllen Public Library Director regarding our migration call and concerns and managed to finally schedule a Zoom meeting.
- Met with Insignia for a ILS migration discussion and was tasked with creating a more detailed Google Sheet for the 3rd party vendors, payment system, OPAC links, etc.
- Reviewed the 2025 Summer Reading Craft supply list and provided it to Board Member Diane Roman-Goldsberry who will be applying for a grant to fund those items. Also, discussed the removal of the current exhibit and the best time to do so. In that discussion it was determined that exhibitors are not allowed to install their own pieces. Spoke with Frank Rivas about having a total of 3 staff trained to remove and install the exhibit.
- Had an interview with Shelli Golson-Mickens regarding the Human Infrastructure of Broadband in relation to our computer classes and Digital Navigators. All the information gathered will be for the Benton Institute for Broadband & Society for a case study regarding digital navigation research. Meaning, they are researching the work of people who help connect others to broadband.
- Provided Fred Gonzalez with the website, preferred ribbon and quantity needed to redo the Christmas wreaths. Suggested putting the wreaths up the week of November 4th. Also, informed him that zip ties would be needed to attach the bows.
- Assisted Friends of the Library with creating a volunteer schedule for the Texas Street Festival and attempting to recruit more volunteers to assist the President. Printed out flyers, helped pack up free books, made sure the money box was ready, and other supplies needed for the Friend's booth.
- Completed TSLAC FY:2025 Summer materials form for SRP in order to guarantee we are eligible and informed of when free summer material is available.

Historic Preservation Officer

- Prepared a nomination application for MHPC member, Gabriel Ozuna, for the George Christian Outstanding Volunteer of the Year Award for the Texas Historic Commission Real Places Conference. Mr. Ozuna has been extremely instrumental in drafting our new ordinance, applying for CLG, and researching new initiatives for the Landmark Commission.
- Replied to inquiry by Cruz Lopez, owner of 236 S. Missouri, about his request to install an exterior fence for security purposes. Let him know that a Certificate of Appropriateness for their request is required with a photo of the fence being selected and a simple photo with the area being fenced off provided. No response was ever received.
- Prepared the new violation letter to provide to Sandra Martinez, 320 S. Missouri, and provided it to Alvaro De Leon to attempt to hand deliver as the certified letter was undeliverable.
- Drafted a response to Dr. Martinez, owner of 224 S. Texas, regarding her violation which let her know that further research is being done for the best methods to remove paint from the brick.

Dr. Hector P. Garcia Memorial Library Statistical Report

Aug-24

Circulation	2024	2023
Check-Outs & Renewals:	810	706
Year to Date Total:	8,031	7,289
In-House Book Circulation:	173	246
Year to Date Total:	2,414	2,044
In-House Magazine Circulation:	8	22
Year to Date Total:	538	190
In-House Newspaper Circulation:	30	48
Year to Date Total:	447	455
New Borrowers:	18	29
Year to Date Total:	291	371

Book & Media Donations	2024	2023
Donations Received:	0	42
Year to Date Total:	280	1,105
Donations Selected:	0	12
Year to Date Total:	56	138

Computer Sessions	2024	2023
Adult Lab Sessions:	499	490
Year to Date Total:	4,469	4,411
Juvenile Lab Sessions:	121	54
Year to Date Total:	747	1,043
WiFi:	2,576	1,397
Year to Date Total:	22,921	24,138

Reference Assistance	2024	2023
By Phone:	128	197
Year to Date Total:	2,400	1,331
In-Person:	175	206
Year to Date Total:	1,921	1,122

Meeting Room Sessions	2024	2023
Sessions:	68	36
Year to Date Total:	737	407

Digital Resources	2024	2023
cloudLibrary Checkouts:	176	176
Year to Date Total:	2,393	1,881
NewsStand Checkouts:	310	408
Year to Date Total:	4,684	3,896
Biblio+ Views:	70	73
Year to Date Total:	1,104	73

Library Services	2024	2023
Directional/Basic Questions:	273	299
Year to Date Total:	2,900	1,412
Research Questions:	177	138
Year to Date Total:	1,887	579
Digital Assistance:	123	174
Year to Date Total:	1,370	570
Fax Assistance:	53	46
Year to Date Total:	604	779
Copy Assistance:	169	143
Year to Date Total:	1,551	3,730
Scan Assistance:	26	10
Year to Date Total:	174	175
Print Outs:	2,201	2,531
Year to Date Total:	21,142	19,713

Technical Services	2024	2023
New Items Added:	117	76
Year to Date Total:	1,069	1,972
Items Processed:	82	43
Year to Date Total:	736	820
Items Withdrawn:	683	347
Year to Date Total:	1,310	2,325
Items Recataloged:	246	0
Year to Date Total:	648	598
Items Repaired:	5	6
Year to Date Total:	129	72

Interlibrary Loans (ILL's)	2024	2023
Items Requested:	96	103
Year to Date Total:	1,018	894
Items Sent:	61	57
Year to Date Total:	578	534

Dr. Hector P. Garcia Memorial Library Statistical Report

Aug-24

Adult Programming	2024	2023
Adult Events:	8	14
Year to Date Total:	90	88
Adults in Attendance:	253	108
Year to Date Total:	1,004	575
Live Views:	0	0
Year to Date Total:	0	0
Recorded Counts:	0	0
Year to Date Total:	0	0

Teen Programming	2024	2023
Teen Events:	0	0
Year to Date Total:	9	7
Teens in Attendance:	0	0
Year to Date Total:	107	27
Live Views:	0	0
Year to Date Total:	0	0
Recorded Counts:	0	0
Year to Date Total:	0	0

Children's Programming	2024	2023
Children Events:	3	2
Year to Date Total:	60	63
Children in Attendance:	7	2
Year to Date Total:	1,109	781
Adults in Attendance:	2	0
Year to Date Total:	132	291
Live Views:	0	0
Year to Date Total:	0	5
Recorded Views:	0	0
Year to Date Total:	0	260

Toddler Programming	2024	2023
Children Events:	0	0
Year to Date Total:	0	4
Children in Attendance:	0	0
Year to Date Total:	0	9
Adults in Attendance:	0	0
Year to Date Total:	0	6
Live Views:	0	0
Year to Date Total:	0	0
Recorded Views:	0	0
Year to Date Total:	0	0

General Programming	2024	2023
Events:	0	1
Year to Date Total:	14	10
Toddlers in Attendance:	0	0
Year to Date Total:	0	93
Children in Attendance:	0	0
Year to Date Total:	0	296
Teens in Attendance:	0	0
Year to Date Total:	0	92
Adults in Attendance:	0	24
Year to Date Total:	19	247
Total General Programing:	0	0
Year to Date Total:	1,852	439
Live Views:	0	0
Year to Date Total:	0	0
Recorded Views:	0	0
Year to Date Total:	0	0

Outreach Programming	2024	2023
Events:	2	2
Year to Date Total:	27	25
Toddlers in Attendance:	0	0
Year to Date Total:	0	205
Children in Attendance:	0	45
Year to Date Total:	904	1,303
Teens in Attendance:	0	8
Year to Date Total:	0	234
Adults in Attendance:	0	54
Year to Date Total:	594	593
General Attendance:	584	277
Year to Date Total:	1,837	277

Reading Programs	2024	2023
Toddler Reading Logs:	0	0
Children Reading Logs:	0	0
Teen Reading Logs:	0	0
Adult Reading Logs:	0	0
Total:	0	0

Volunteer Hours	2024	2023
Total:	75.75	73.50
Year to Date Total:	1,986.00	1,928.50

Dr. Hector P. Garcia Memorial Library Statistical Report

Aug-24

Curbside Services	2024	2023
Curbside Café:	0	4
Year to Date Total:	32	156
Curbside Circulation:	0	2
Year to Date Total:	8	23
Curbside Crafts:	0	0
Year to Date Total:	0	0
Curbside Other Services:	0	0
Year to Date Total:	17	31

Library Visits	2024	2023
Visits:	2,665	2,533
Year to Date Total:	28,749	24,826

Café Visits	2024	2023
Visits:	427	540
Year to Date Total:	5,159	6,027

Café Sales	2024	2023
Net Sales:	\$ 1,490.48	\$ 2,409.11
Year to Date Total:	\$ 16,512.17	\$ 20,699.44
Sales Tax:	\$ 123.14	\$ 198.64
Year to Date Total:	\$ 1,344.22	\$ 1,707.59

Social Media	2024	2023
Library Posts:	140	160
Year to Date Total:	1,421	2,484
Library DMs:	11	18
Year to Date Total:	83	70
Cafe Posts:	12	19
Year to Date Total:	185	479
Café DMs:	0	0
Year to Date Total:	2	5
City Posts:	33	65
Year to Date Total:	496	562
City DMs:	17	6
Year to Date Total:	125	17
Videos Created:	4	2
Year to Date Total:	67	5
Website Updates:	15	30
Year to Date Total:	224	276
HCLS Posts:	0	1
Year to Date:	8	23

WORK ORDER REPORT AUGUST 2024

Category	TOTAL CREATED	OPEN	CLOSED
Alley	4	2	2
BUILDING MAINTENANCE	19	3	16
Building Repair	1	0	1
Change Air Filters	1	0	1
Curb Scraping	41	0	41
Cut Grass	40	3	37
Cut Trees on ROW	6	4	2
EQUIPMENT MAINT.	9	2	7
Fire Hydrant Repair	1	0	1
Locate Water & Sewer //Tap	17	1	16
LOW WATER PRESSURE /	2	0	2
Manhole Cover Replacement			
Project	1	0	1
MANHOLE MAINTENANCE	7	1	6
OPEN/CLOSE METER	3		3
Park Trash Pick Up	5		5
Parks Restroom Clean Up	16		16
Plumbing Repair	1		1
Pot Hole Patching	41	15	26
Repair Meter	2		2
Replace Cut-Off	11	3	8
REPLACE SERVICE LINE			
(WATER)	1	0	1
Sewer Line Collapse	2		2
SEWER MAINTENANCE	1		1
SEWER SMELL	2		2
Sewer Stop	17	1	16
SINK HOLE	3	1	2
SPECIAL EVENTS- PREP-			
SHUTDOWN-ASSISTING	7	1	6
Speed Bump Request	1	1	0
Sports Field Maintenance			
(BASEBALL			
FIELDS/SWIMMING POOL)	1		1
SPRAYING ROUND-UP	7		7
STREET ISSUES	6	2	4
STREET PAVING	1	1	0
Street Sweeping	18	5	13
Traffic Sign Replacement	4	3	1
TRASH PICK-UP	8	2	6
Utility Patch	6		6
Vehicle Maintenance (City			
Mechanics)	41	8	33
Water Break Repair	28	1	27
WATER LEAK (METER)	8	2	6
WATER TAP OR SEWER			
TAP SERVICE	2	1	1
TOTAL	392	63	329



PUBLIC WORKS RECAP

Tomas Villagomez • AUGUST 2024

AUGUST 2024

Total Work Orders: 392

Closed-Completed: 294

Open-Pending: 63

84% Successful Completion

GOZA PARK @ Melton Park 2

Before

w/o: 148709





MELTON PARK 2 AFTER



City of Mercedes Civic Center Park

08/21/2024 w/o#105384

CREW1 w/o#149215 & w/o#150228

UTILITIES DIVISION

Locating the water and sewer lines





STANDBY
CREW
WATER
BREAK

REPORTED
ACTIVE
WATER
FLOW ON
SITE

W/O#148853





DURING WATER BREAK w/o#148853



INSTALLED A 1 INCH CLAMP USED 1 BUCKET OF SAND AND 2
BUCKETS OF CALICHE.

08/21/2024

1305 S. Washington

Reported Water Break in the Alley.

Discovery: Main Line Water Break

Crew #2 repaired the break using a

7.5 inch clamp

w/o#150162





202 W. 2nd st.

w/o#151371

Vactor Truck
In Action

Sewer Stop – Due to heavy rain they had to flush the lines from behind the police department in the alley. 150 feet going north were cleaned out. ²²⁹

ALLEY MAINTENANCE

W/O#148809

798 E. 17TH ST.



BEFORE PICTURES

ALLEY MAINTENANCE

W/O#148809

798 E. 17TH ST.



AFTER PICTURES

POTHOLE PATCHING

As we are still
in hurricane season
pothole patching
is still a focus for
our streets division.



w/o#148708

With heavy rainfall
we have to be
patient to allow the
ground to dry so
the hole does not
continue to deepen
or spread.



Curb Scraping

w/o#148310

On 08/06/2024 the streets crew tackle

Duval street and surrounding areas.



Curb Scraping

w/o#148310 Duval Street

Cleaned up curbs have a great presentation.



Curb Scraping

w/o#149813

PEPE LANE

Before Pictures





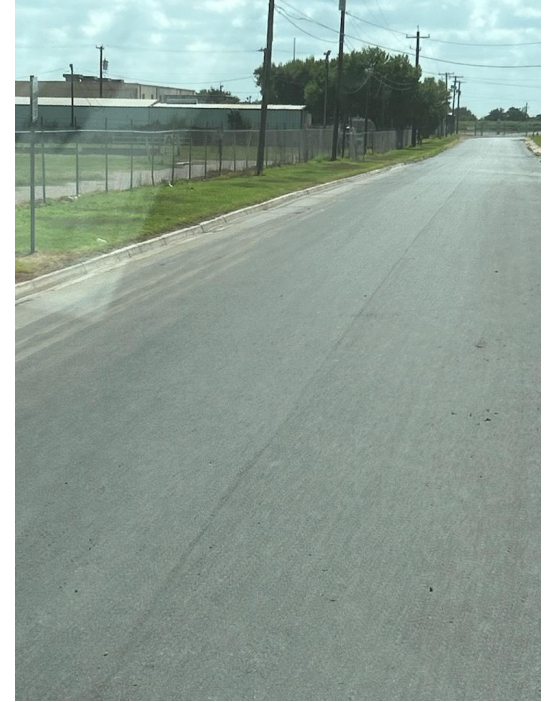
Curb Scraping Completed Pictures for Pepe Lane

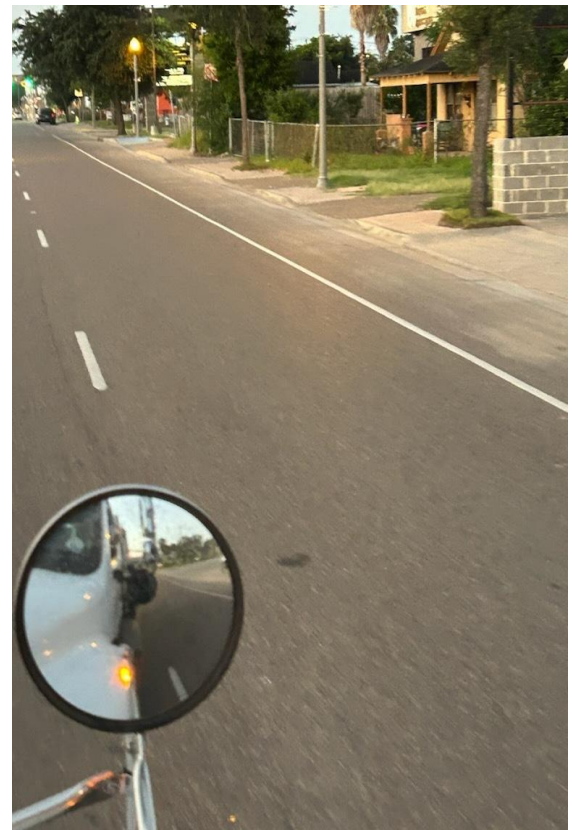
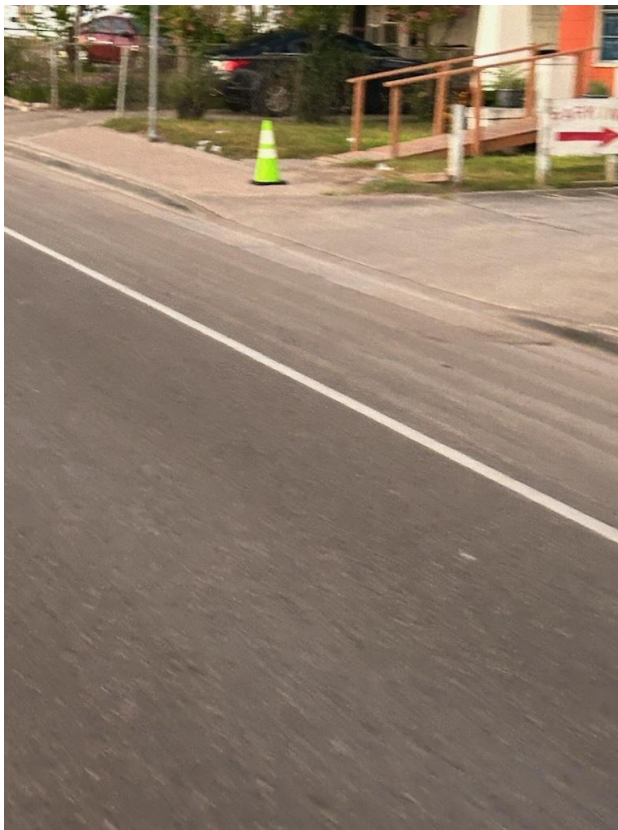
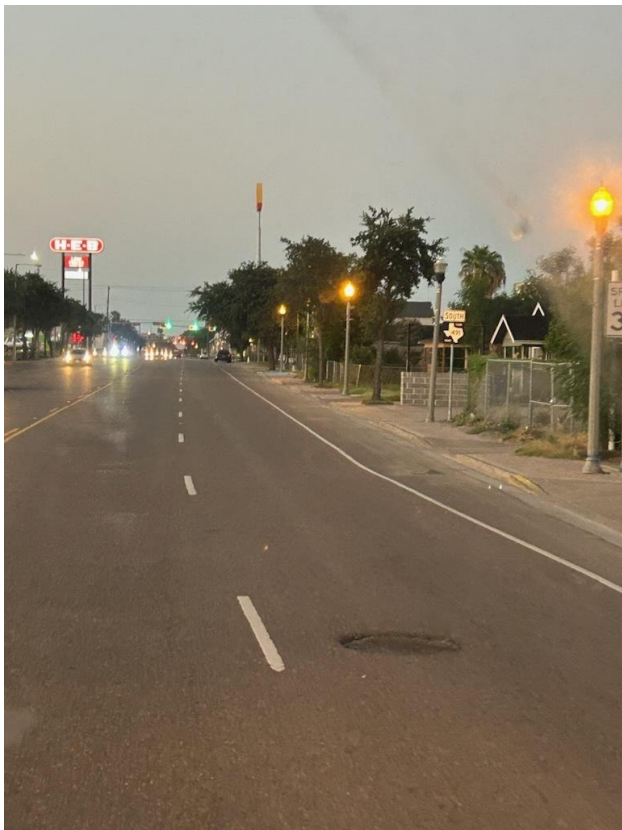
w/o#149813

STREET SWEEPING along Armory Road w/o#148491



The street sweeper
has been on the move
throughout the month
of August.
After pothole patching
and curb scraping
Section #1
and
Section #2
Are cleaned up with
the sweeper.





Texas Ave cleaned up nice before the Texas Street Festival

w/o#148488

238



TEXAS STREET FEST SIGNAGE GOING UP FOR ONE OF THE LEAD SPONSORS

FINAL SWEEP UP
after a successful event and
month.



August 2024 Recap

Mercedes Fire Department

August 2024

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

August 2024

Mercedes Fire Incidents

Count of Total Fire Incidents

Count of Incidents

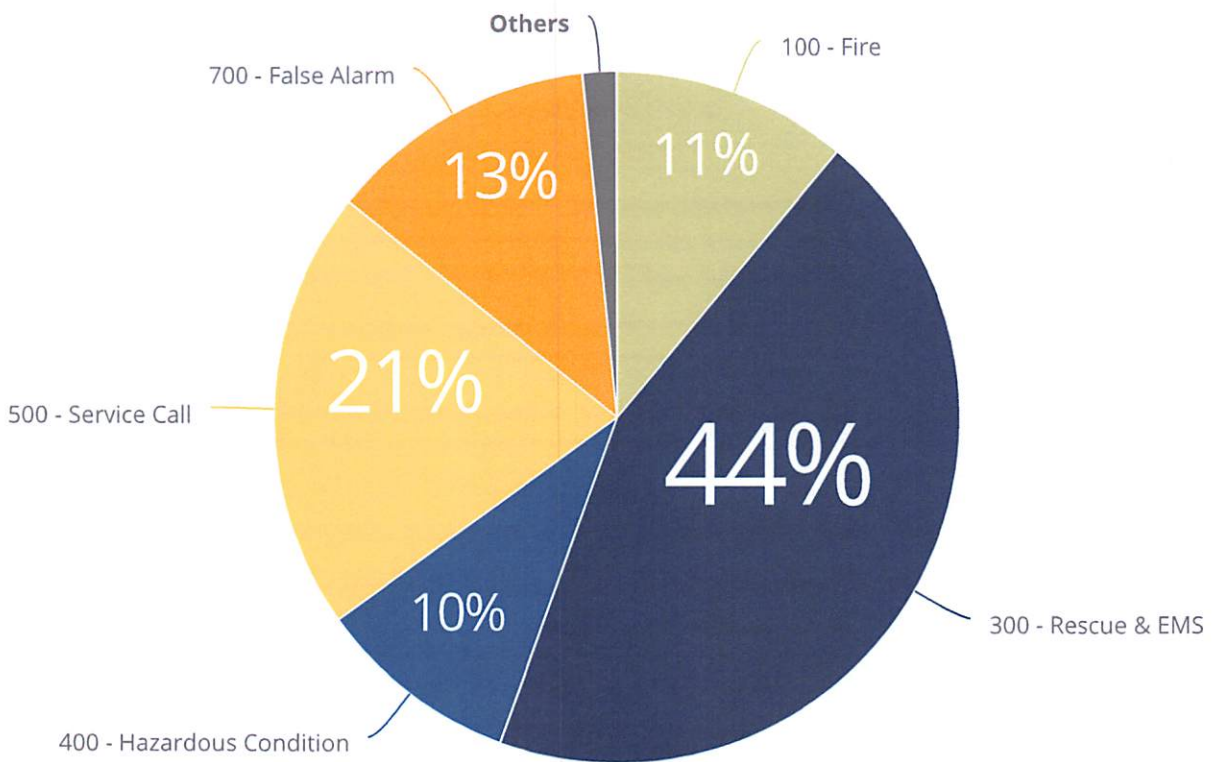
63

Average Dispatch to Arrival Time

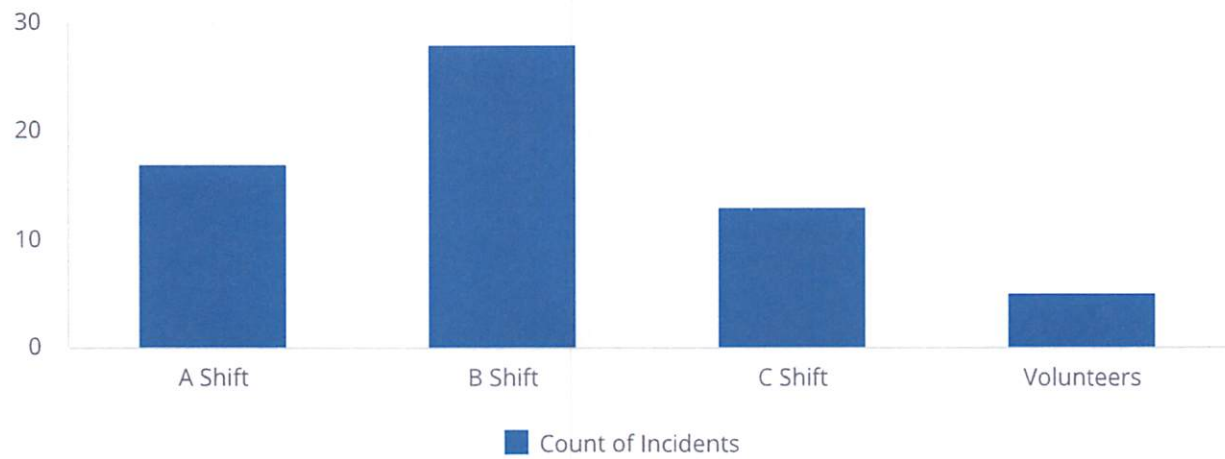
Average Response Time Alarm To Arrival

8m:10s

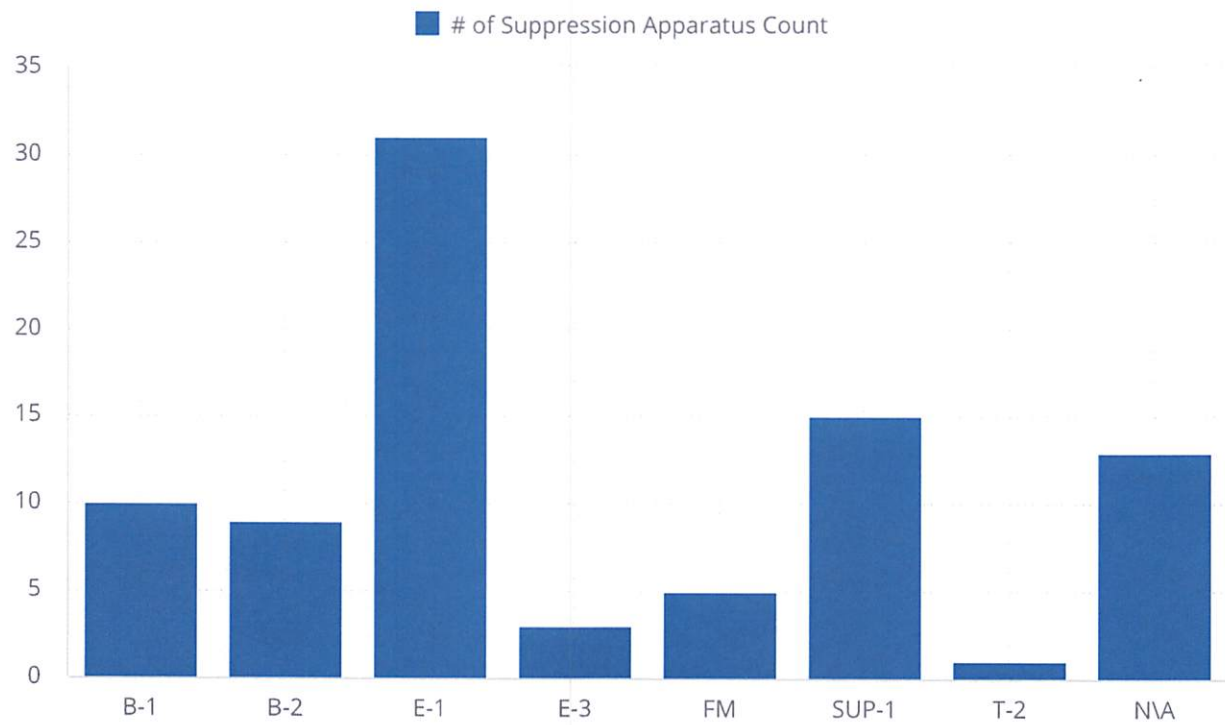
Percentage of Incident Type Group



Incident Count by Shift



Total Count Per Unit



Count of Incidents by Type

Incident Type	Count of Incidents
Alarm system activation, no fire - unintentional	1
Alarm system sounded due to malfunction	1
Animal problem	3
Animal problem, other	5
Animal rescue	1
Brush or brush-and-grass mixture fire	1
Building fire	2
Emergency medical service incident, other	1
False alarm or false call, other	6
Fire, other	1
Gas leak (natural gas or LPG)	3
Good intent call, other	1
Medical assist, assist EMS crew	18
Motor vehicle accident with injuries	3
Motor vehicle accident with no injuries.	5
Oil or other combustible liquid spill	1
Outside rubbish, trash or waste fire	3
Power line down	2
Rescue, EMS incident, other	1
Service Call, other	1
Smoke or odor removal	1
Unauthorized burning	2
Count of Incidents	63

August 2024 - FIRE INCIDENTS

Total Incidents

Count of Incidents

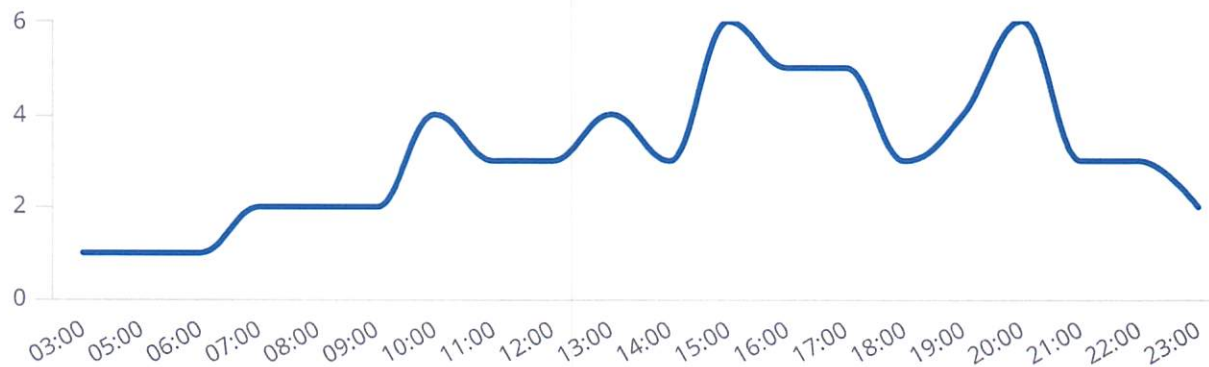
63

Average Time On Scene

Average Time On Scene

29m:53s

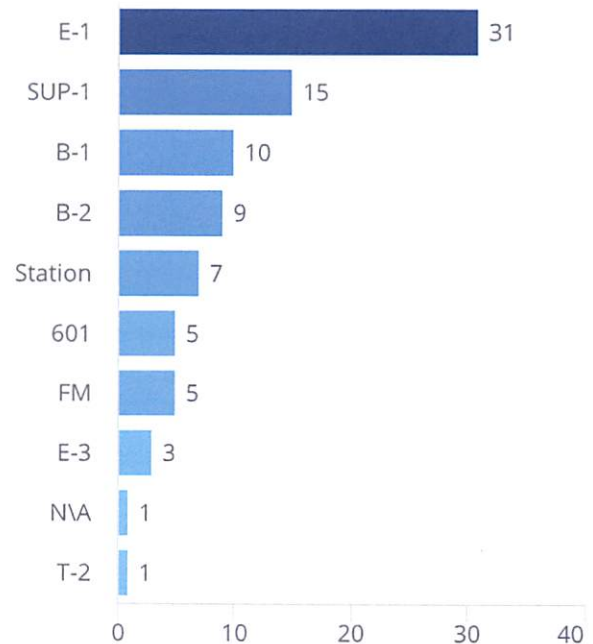
Call Volume over Time



Breakdown of Calls by Unit

Unit Name	Percentage of Calls	Averag
601	7.94%	
B-1	15.87%	
B-2	14.29%	
E-1	49.21%	
E-3	4.76%	
FM	7.94%	
SUP-1	23.81%	
Station	11.11%	
T-2	1.59%	
NVA	1.59%	
Grand Total	100.00%	

Count of Calls by Unit



2024 EMS Incidents

Total Responses

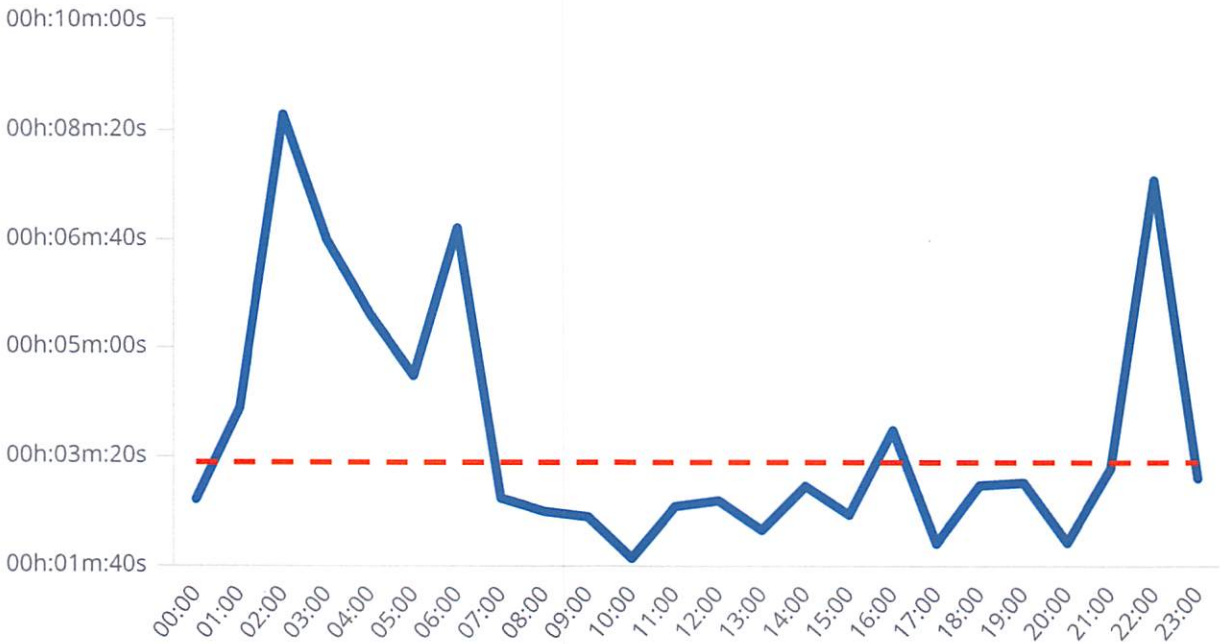
Total Responses
270

Average Chute Time

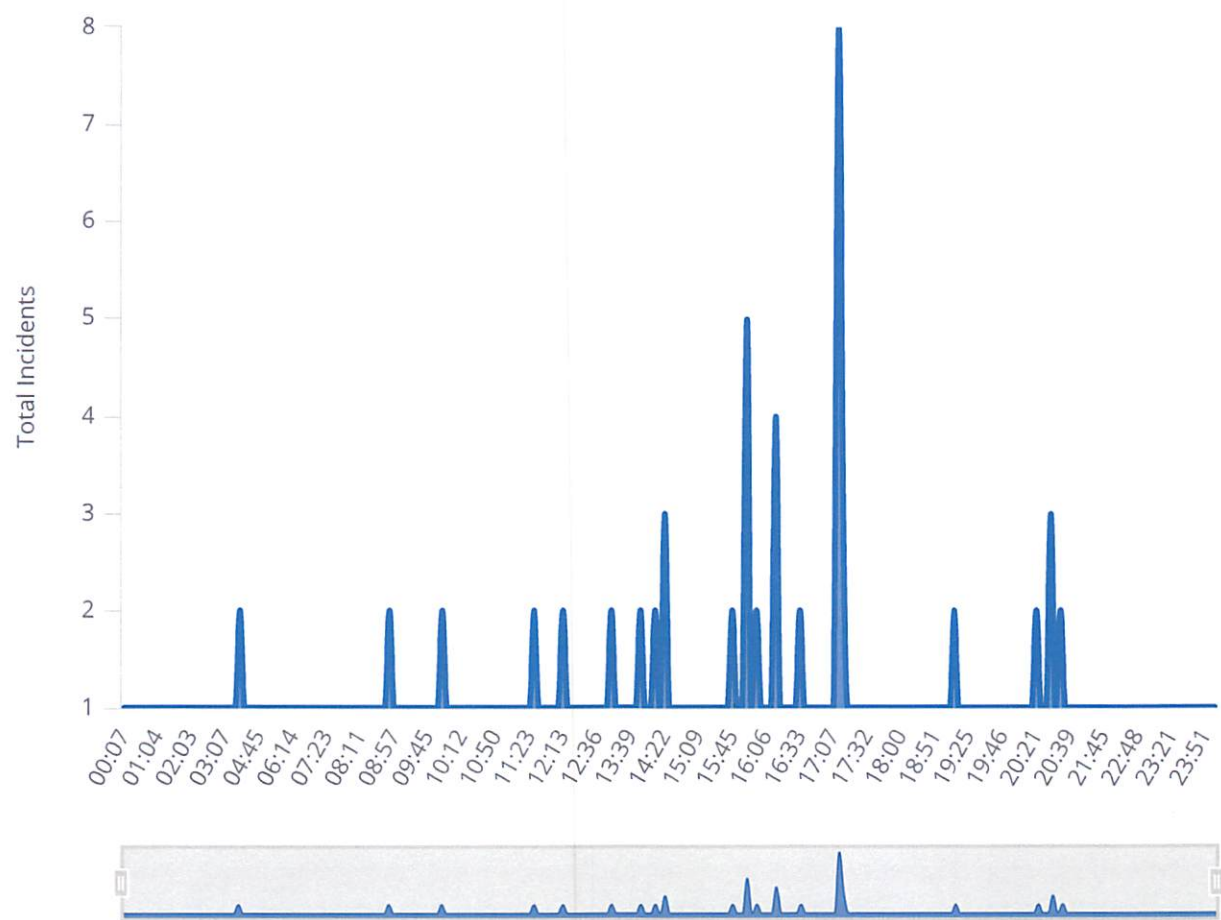
Average Chute Time
03m:14s

% Chute Time < 4min **83%**

Average Chute Time by Hour of Day



Call Volume by Hour



Aggregation of Total Incidents by Shift

Shift	Total Incidents
	08/2024
A Shift	98
B Shift	87
C Shift	85

Aggregation of Total Incidents by Unit Contribution

Unit	Contribution to Total Incidents	
	08/2024	Grand Total
E-1	1.48%	1.48%
MED-1	43.70%	43.70%
MED-2	0.74%	0.74%
MED-3	3.70%	3.70%
MED-4	50.00%	50.00%
MEDTR	0.37%	0.37%

Custom ▾ Aug 1, 2024 - Aug 31, 2024 ▾

16:13

MM:SS
Average Scene Time

73%

OF PATIENT
ENCOUNTERS
Scene Time < 20:00

22:50

MM:SS
90th Percentile Scene
Time

30

PATIENT
ENCOUNTERS
In Selected Time Slice



Counts % Rows % Columns % All

Week Ending	8/4/24	8/11/24	8/18/24	8/25/24	9/1/24	9/8/24	9/15/24	9/22/24	9/29/24	10/6/24	10/13/24	10/20/24	10/27/24	Total
00:00 - 09:59			2	1										3
10:00 - 14:59	2	1	4	2										9
15:00 - 19:59	1	1	2	2	4									10
20:00 - 29:59	1	2	4		1									8
30:00 - 39:59														
40:00 - 49:59														
50:00 - 59:59														
60:00 - 2:59:59														
Total	4	4	12	5	5									30
Exceptions														0

MERCEDES POLICE DEPARTMENT

2314 N. FM 491 Rd.
Mercedes, Texas 78570
(956) 565-3102 Fax (956) 565-2583



MERCEDES POLICE DEPARTMENT MONTHLY REPORT AUGUST 1 - AUGUST 31

Prepared by: Chief Francisco Sanchez

MERCEDES POLICE DEPARTMENT

2314 N. FM 491 Rd.
Mercedes, Texas 78570
(956) 565-3102 Fax (956) 565-2583

Monthly Report Citations

Highlights from the month of August:

- **August 3:** Mercedes Police Officers attended the HEB Kids Day event at HEB.
- **August 5:** Officers participated in La Feria National Night Out.
- **August 6:** Officers attended a job fair at the Dome, where they distributed applications, followed by participation in the Edinburg Police Department's National Night Out event.
- **August 7:** The Mercedes Police Department, in collaboration with the Mercedes Fire Department and Hidalgo County Health and Human Services, hosted a backpack giveaway at Llano Grande RV Park.
- **August 8:**
 - A traffic plan meeting with Mercedes ISD was held regarding construction on 10th Street.
 - Dr. Jacob Howell presented a Leadership Empowerment session to our officers.
 - Officers attended the Safe Kids Injury Prevention event in Alton.
 - Officers also participated in the "Meet the Tigers" event at Mercedes High School stadium.
- **August 12:** Supervisors and city staff attended a seminar on leading with emotional intelligence.
- **August 13:**
 - The first back-to-school pre-planning meeting was held in the Mercedes PD training room to discuss officer placements and traffic monitoring at each campus.
 - Lt. Diaz held a meeting with dispatchers regarding uniform issuance and scheduling.
 - National Night Out planning meeting was conducted. Officers also attended Alamo National Night Out.
- **August 14:**
 - Officer Andrew Gonzalez began his orientation with the department.
 - The first car seat check-up meeting was held with Fire Chief Campos and Driscoll Hospital.
- **August 15:** Mercedes PD hosted Hidalgo County Emergency Management for a radio operations meeting regarding the Texas Street Festival command post. Officers also attended San Juan National Night Out.
- **August 16:**
 - Startup purchases for the haunted house were made using funds donated by Mercedes Crime Stoppers, though the venue's availability is subject to change.

MERCEDES POLICE DEPARTMENT

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- Three interviews for department positions were conducted.
- **August 21:**
 - The Texas Street Festival meeting took place at the Chamber of Commerce.
 - A follow-up meeting was held for National Night Out planning.
 - Traffic control was conducted for Mercedes ISD after-school operations.
- **August 22:** Communications officers attended a Spanish test-out session with the Cameron County Sheriff's Office.
- **August 23:** Chief Sanchez met with department supervisors. Each supervisor presented updates on their duties and responsibilities.
- **August 26-27:** Officers participated in the Active Attack Integrated Response (AAIR) training hosted by Texas DPS at the Rio Grande Valley Livestock Show. A meeting was also held with a community member about a proposed large event for a December toy drive.
- **August 27:** Warranty corrective actions for the police department building included maintenance and replacement of HVAC, ceiling panels, and the fire alarm.
- **August 28:**
 - Colleen Blanchard from the finance department conducted a fixed assets inventory at Mercedes PD.
 - Mercedes PD hosted the South Texas Police Chiefs Association Meeting at South Texas ISD Administration building.
 - Final operations meeting for the Texas Street Festival was held.
- **August 29:** Mercedes PD passed the DPS CJIS agency audit.
- **August 31:** Officers provided security for the Texas Street Festival, which ran from 12 PM to 12 AM. The event was incident-free.
- **11 open records request were made.**

Summary: August was a productive month with various community events, departmental meetings, and collaborations with local and regional partners. The department continued its commitment to community outreach, officer development, and operational efficiency.

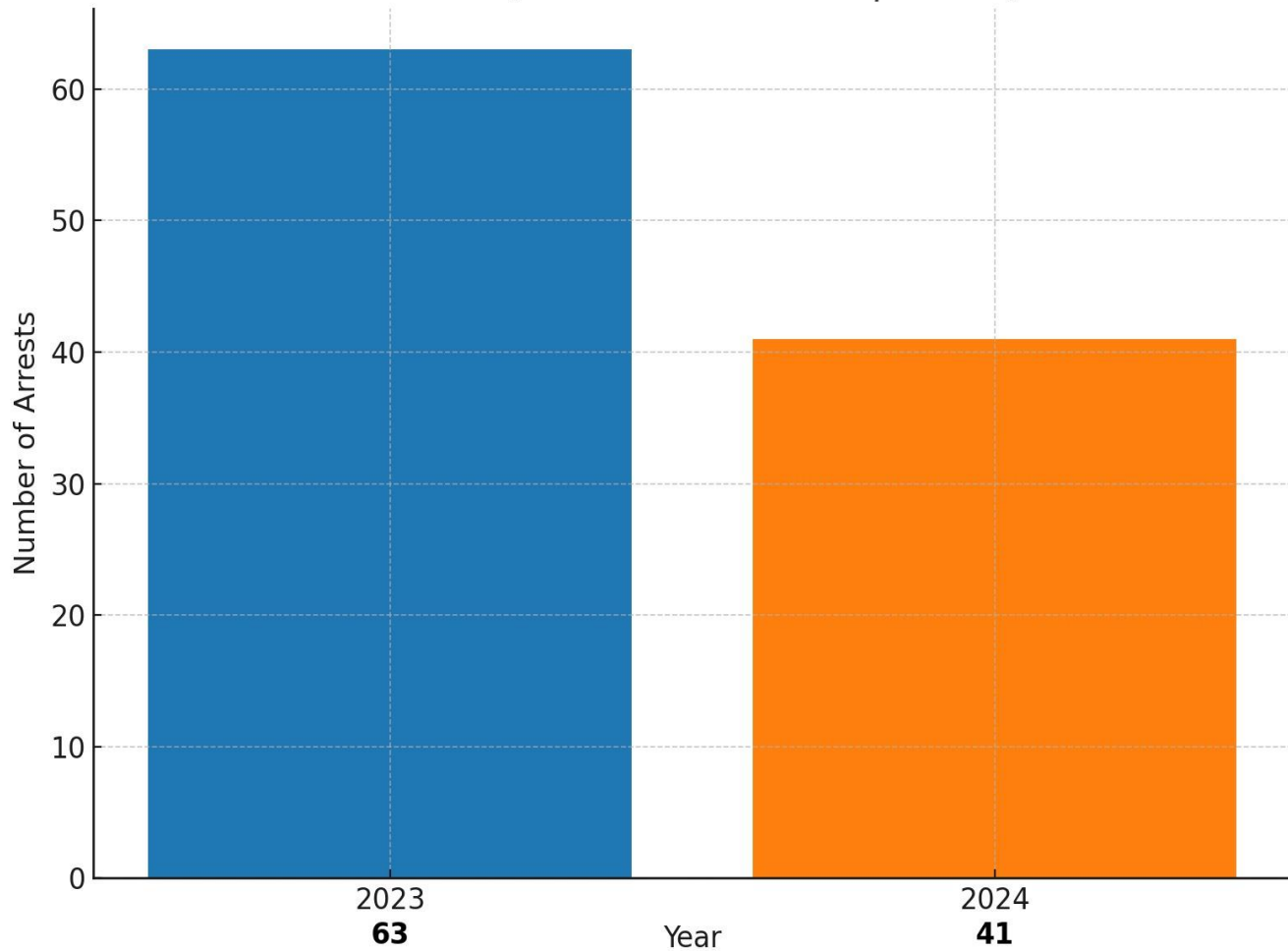
MERCEDES POLICE DEPARTMENT

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Arrests (Year-over-Year Comparison)



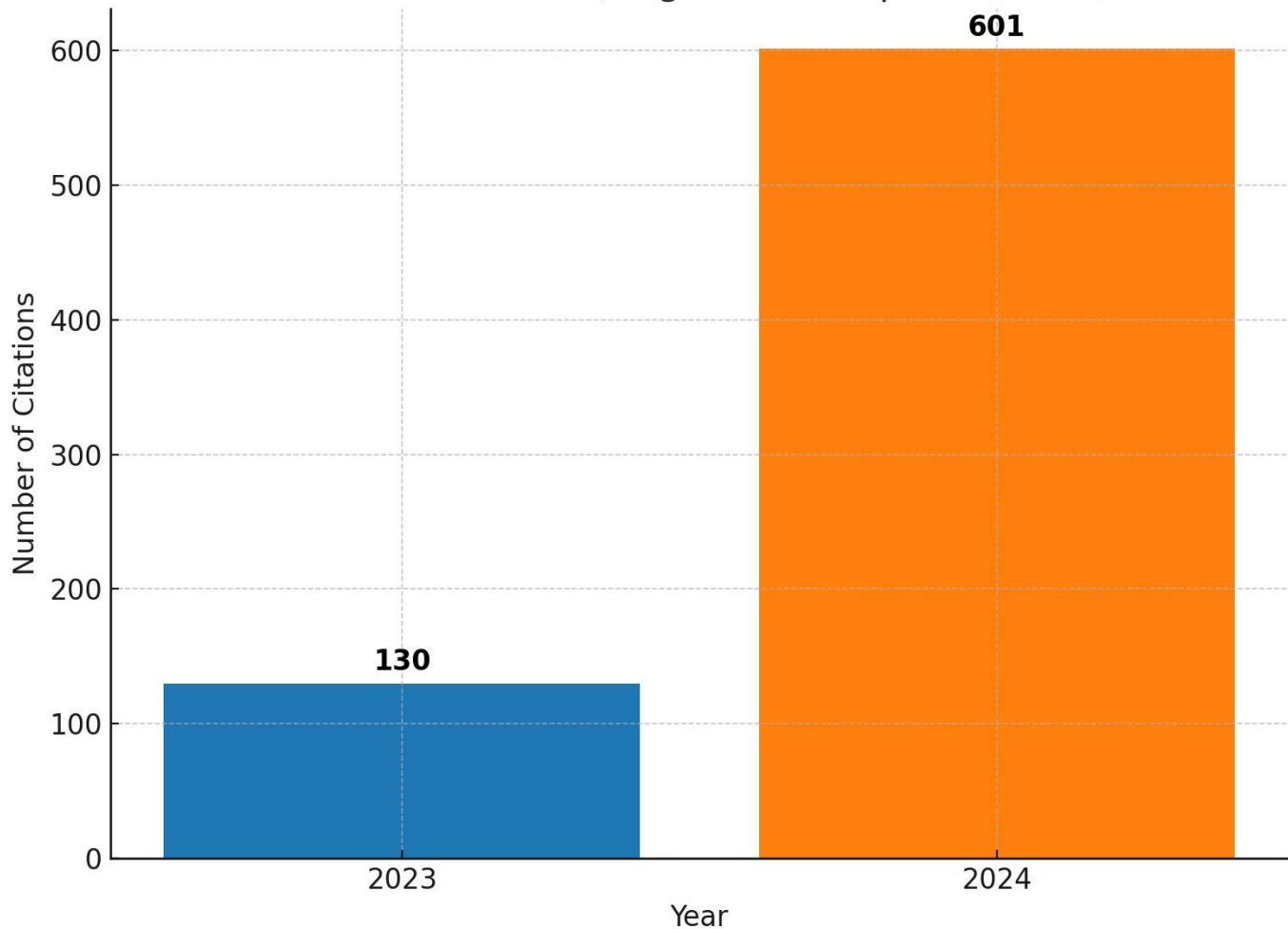
MERCEDES POLICE DEPARTMENT

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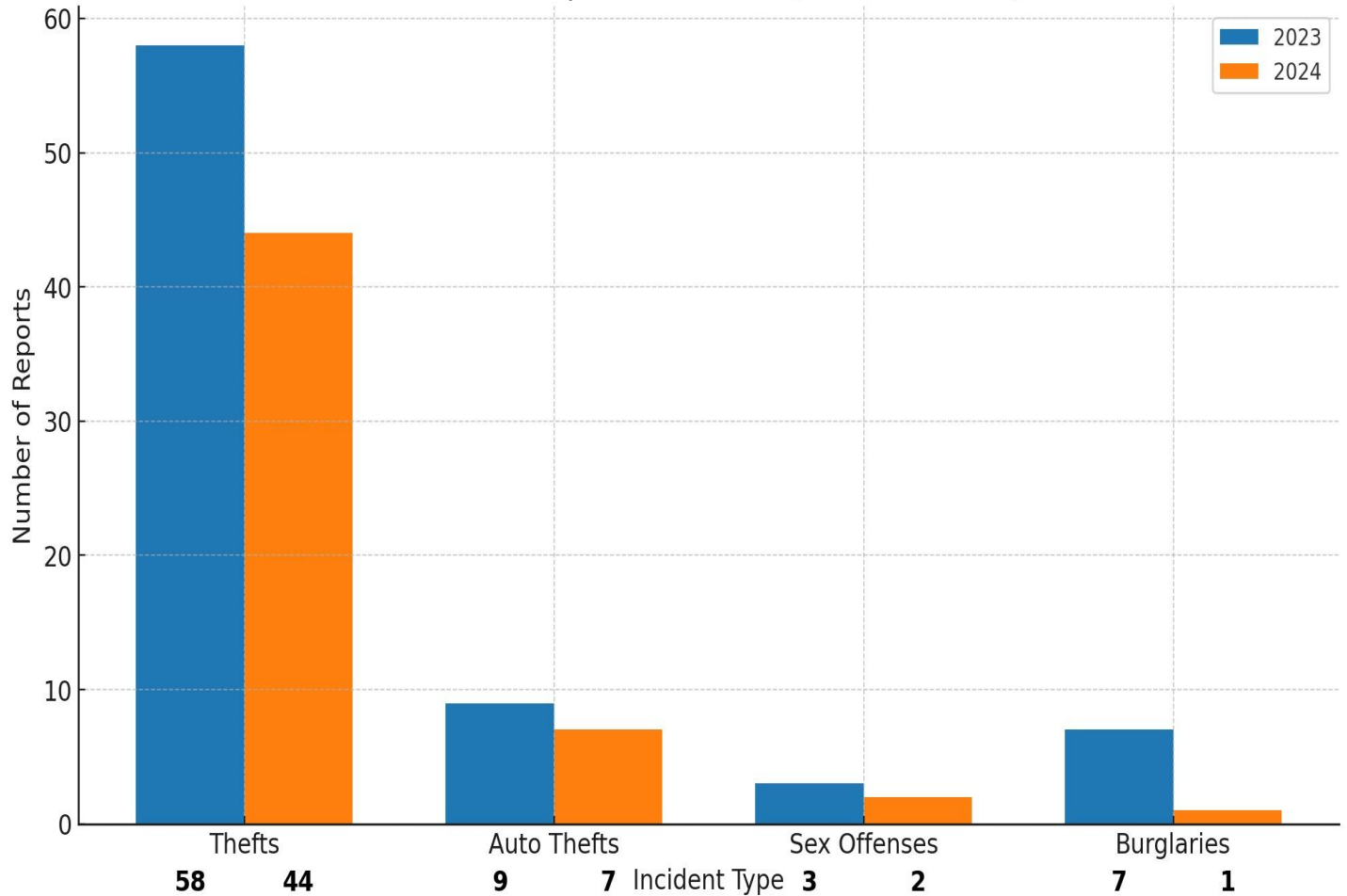
Citations Issued (August 01 - September 10)



MERCEDES POLICE DEPARTMENT

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Incident Report Decrease (2023 vs 2024)



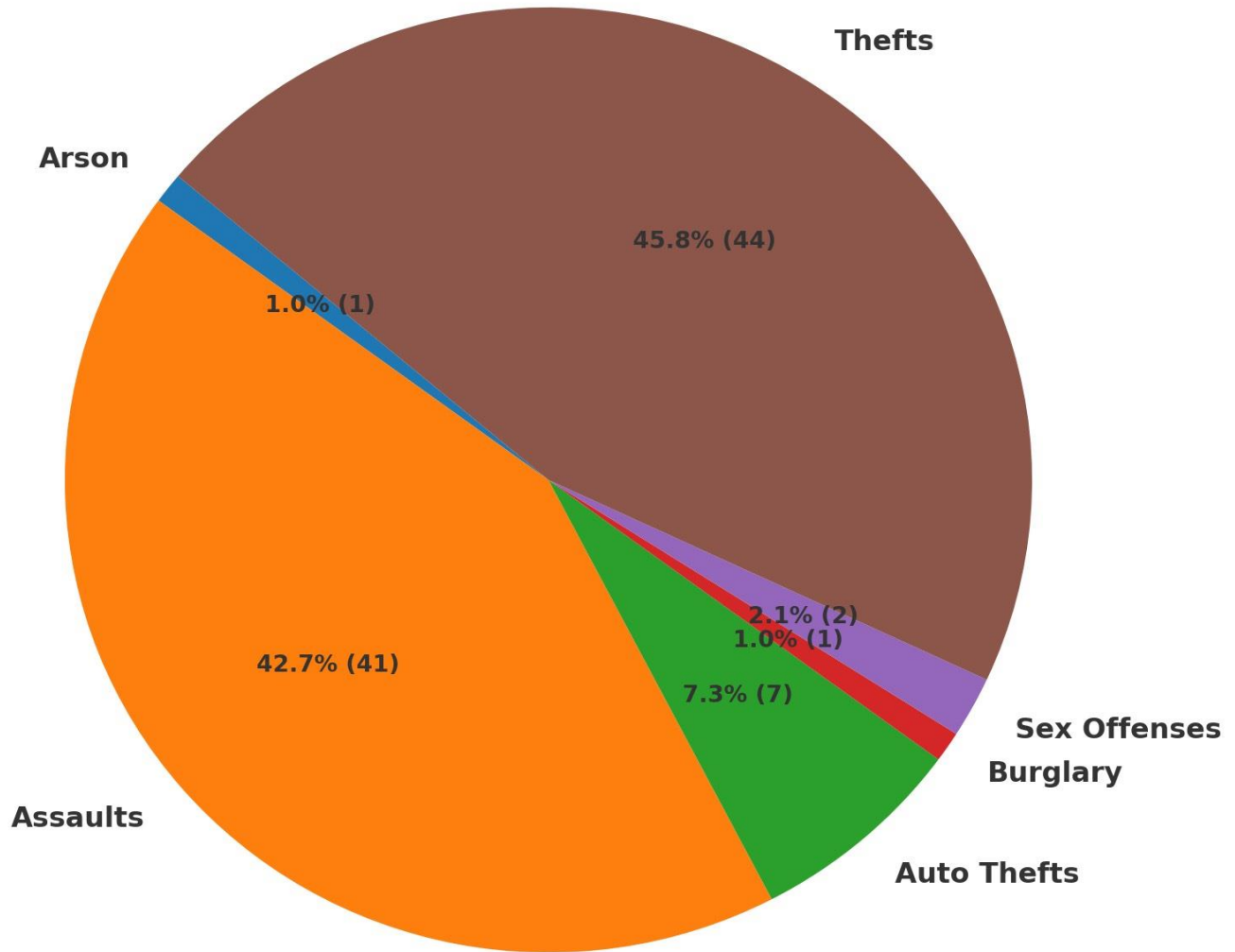
MERCEDES POLICE DEPARTMENT

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Incident Breakdown (August 01 - September 10, 2024)



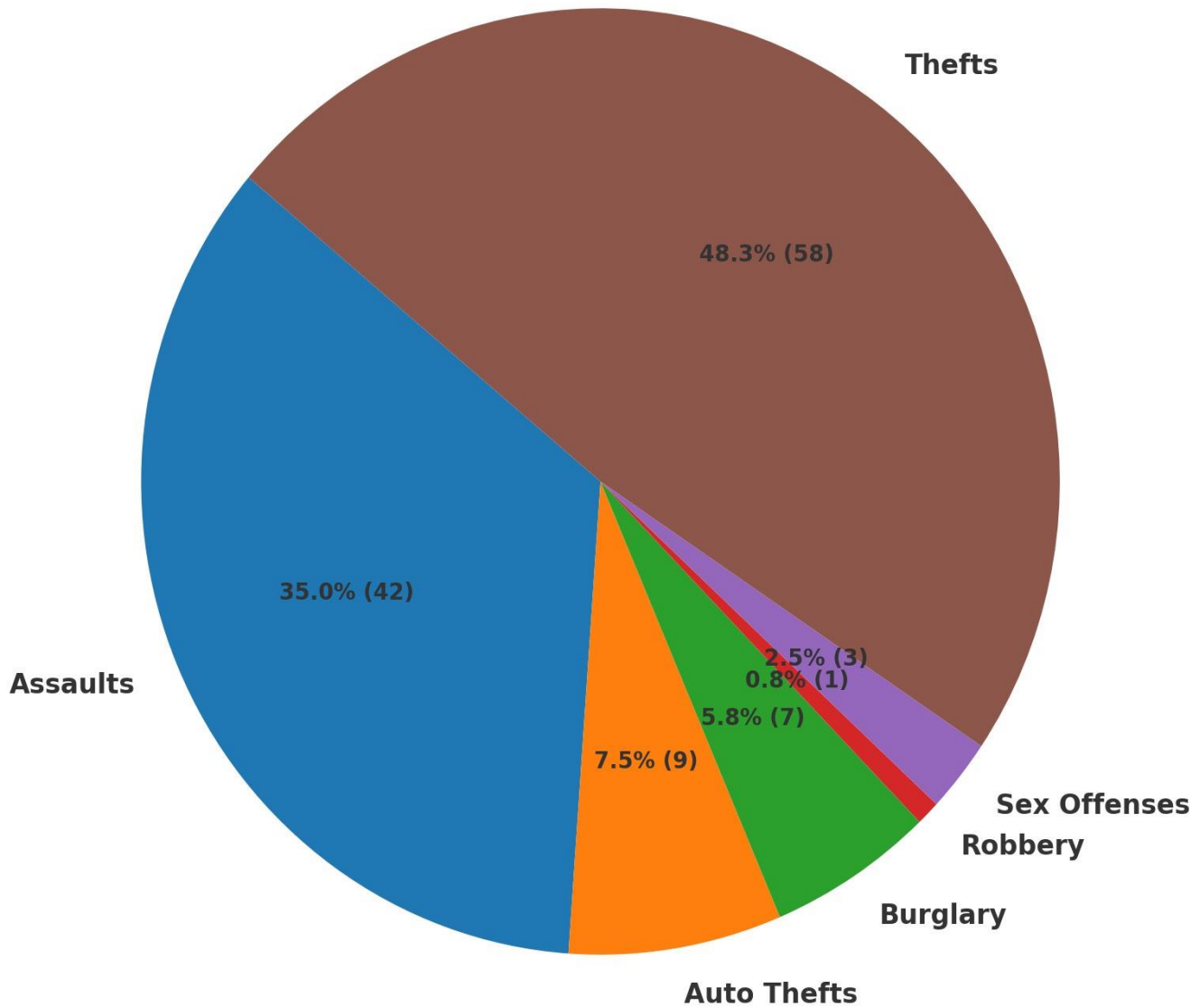
MERCEDES POLICE DEPARTMENT

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Incident Breakdown (August 01 - September 10, 2023)



City of Mercedes Police Department

Grants Update – August 2024

1. Operation Stonegarden FY23 – 3172809

- **Period:** 03/01/2024 – 02/28/2025
- The 2023 OPSG has been accepted and will proceed once the final FSR for 2022 OPSG is submitted.
- The 2023 OPSG request includes \$47,479.00 for operational overtime and \$52,521.00 for two fully equipped UTVs.
- A total of \$100,000.00 has been approved for OPSG 2023, with no matching funds required.

2. Operation Lonestar FY25 – 5067101

- **Period:** 09/01/2024 – 08/31/2025
- Initial application submitted on March 14, 2024.
- The target includes \$50,000 for 11 handheld radios for the fire department and \$50,000 in overtime for OLS activities for the PD.
- The total request is \$100,000.00, with no matching funds required.
- Currently awaiting review by the Office of the Governor (OOG).

3. Bullet-Resistant Shield Grant Program – 5066601

- **Period:** 09/01/2024 – 08/31/2025
- Initial application submitted on February 8, 2024.
- The target is to acquire 20 bullet-resistant shields at a total cost of \$138,337.31.
- Currently awaiting review and final award by the OOG.

4. Rifle-Resistant Body Armor Grant FY25 – 5066801

- **Period:** 09/01/2024 – 08/31/2025
- Initial application submitted on February 8, 2024.
- The target is to purchase 16 bulletproof vests with 32 Paraclete NIJ Level III Multi-Curve plates.
- The total request is \$24,092.00, with no matching funds required.
- Currently awaiting review by the OOG.

5. State Homeland Security Program FY24 – 5068101

- **Period:** 09/01/2024 – 08/31/2025
- Initial application submitted on February 8, 2024.
- The target is to outfit the Police Department with an Emergency Operations Center (EOC) that can accommodate two dispatchers.
- The total request is \$750,000.00, with no matching funds required.
- Currently awaiting review by the OOG.
- Update: HSGD eGrants: Unfunded Notice for OOG Grant Number: 5068101 – August 30, 2024

6. Body-Worn Camera Grant FY25 – 5067001

- **Period:** 09/01/2024 – 08/31/2025
- Initial application submitted on February 8, 2024.
- The target includes additional video manager EL & EX Video Evidence Management, a 16 TB server for storage, software licensing, two additional body-worn cameras, a V300 transfer station, software support, hardware enhancement, and two V700 batteries.
- The total request is \$17,568.75 from the OOG, with a matching requirement of \$5,856.25 from the City of Mercedes.
- Currently awaiting review by the OOG.

7. STEP-CMV/STEP-COMP

- Initial application submitted on January 4, 2024.
- The target is an overtime budget to create traffic enforcement zones aligned with the grant.
- The total request for each program is \$11,991.02, with a total match of \$6,222.16.
- Both grants are awaiting digital signatures from the Mayor and Chief of Police.

8. Local Border Security Program/Operation Border Star FY25 – 2999408

- **Period:** 09/01/2024 – 08/31/2025
- Initial application submitted on March 14, 2024.
- The target is an overtime budget to support OLS activities for the PD.
- The total request is \$30,000, with no matching funds required.
- Currently awaiting review by the OOG.

9. State Crisis Intervention Grant Program FY25 – 5205101

- **Period:** 10/01/2024 – 09/30/2025
- Initial application submitted on March 14, 2024.
- The target includes a mobile command post (\$700K), two mobile surveillance towers (\$68K), and other emergency equipment such as an 8 ½ x 12 V-nose enclosed trailer, a 16 ft. utility trailer, 500 cones, 300 delineators, and 100 barricades.
- The total request is \$856,160.00, with no matching funds required.
- Currently awaiting review by the OOG.
- Update: CJD eGrants: Unfunded Notice for OOG Grant Number: 5205101 – August 30, 2024

10. Safer Outcomes Solicitation

- Initial application submitted on July 30, 2024.
- The target includes funding for a VirTra Virtual Interactive V-100 Portable Simulator, tetherless AR15 M16, tetherless Glock 22, magazines, a non-gun SIRT pistol, an OC flashlight, a refill station, and a VirTra M4 SM and ASM adapter plate.
- The total request is \$108,029.63, with no matching funds required.
- Currently awaiting review by the Department of Justice.



MERCEDES POLICE DEPARTMENT

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

Francisco Sanchez
Chief of Police

August Training Report

The following are training that officers attended to:

1. Training:

Five officers attended two-day mandated TCOLE training Active Shooter Event Level 1 @ Weslaco Police Dept.

Three officers attended one-day mandated TCOLE training De-escalation @ Hidalgo County Sheriff Department

Two officers attended one-day mandated TCOLE training De-escalation @ Cameron County Sheriff Department

Training will continue on mandated courses for cycle 2025 and 2027

Officers and communication officers attended Alerrt Integrated Response (AIR) at RGVLS

Three female officers attended Women's Inclusion Conference in So. Padre Is. On Sept. 11 & 12th

Mercedes Municipal Court
Revenue Collected by Citations
August 1, 2024 - August 31, 2024

City of Mercedes Revenue **\$7,981.50**

State of Texas Revenue **\$6,761.50**

Total Revenue Collected **\$14,743.00**

Total Number of Cases (Dockets) Heard by Court – **31**



Eduardo Mendoza, Municipal Court Coordinator

ADDITIONAL ACTIVITY

Court MERCEDES		NUMBER GIVEN	NUMBER REQUESTS FOR COUNSEL
Month AUGUST	Year 2024		
1. Magistrate Warnings:			
a. Class C Misdemeanors		0	
b. Class A and B Misdemeanors		0	0
c. Felonies		0	0
			TOTAL
2. Arrest Warrants Issued:			
a. Class C Misdemeanors			0
b. Class A and B Misdemeanors			0
c. Felonies			0
3. Capiases Pro Fine Issued			0
4. Search Warrants Issued			0
5. Warrants for Fire, Health and Code Inspections Filed (CCP, Art. 18.05)			0
6. Examining Trials Conducted			0
7. Emergency Mental Health Hearings Held			0
8. Magistrate's Orders for Emergency Protection Issued			0
9. Magistrate's Orders for Ignition Interlock Device Issued (CCP, Art. 18.05)			0
10. All Other Magistrate's Orders Issued Requiring Conditions for Release on Bond			0
11. Driver's License Denial, Revocation or Suspension Hearings Held (TC, Sec. 521.300)			0
12. Disposition of Stolen Property Hearings Held (CCP, Ch. 47)			0
13. Peace Bond Hearings Held			0
14. Cases in Which Fine and Court Costs Satisfied by Community Service:			
a. Partial Satisfaction			0
b. Full Satisfaction			0
15. Cases in Which Fine and Court Costs Satisfied by Jail Credit			0
16. Cases in Which Fine and Court Costs Waived for Indigency			0
17. Amount of Fines and Court Costs Waived for Indigency			\$0.00
18. Fines, Court Costs and Other Amounts Collected:			
a. Kept by City			\$7,981.50
b. Remitted to State			\$6,761.50
c. Total			\$14,743.00