



Mayor Oscar D. Montoya  
Mayor Pro-Tem Joe Martinez  
Commissioner Armando Garcia

Commissioner Jacob Howell  
Commissioner Ruben Saldana  
City Manager Alberto Perez

MERCEDES CITY COMMISSION  
REGULAR MEETING  
OCTOBER 18, 2022 – 6:30 P.M.  
MERCEDDES CITY HALL – COMMISSION CHAMBERS  
400 S. OHIO AVE., MERCEDDES, 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-**

Maximum length of time of forum is forty-five minutes with individual presentations limited to a maximum of five minutes. The City Commission can take no formal action on any city related matter discussed during the open forum. Persons who wish to participate in this portion of the meeting shall sign up as they arrive, indicating the topic about which they wish to speak. No one will be able to sign up **AFTER 6:20 PM**. The information required for signing up must be completed by that time. No public comments will be allowed during any agenda item unless recognized by the Mayor or if the item requires a public hearing. State your name and address before beginning your presentation.

There can be no comments about specific employees. By Charter, the City Manager is exclusively given authority over personnel matters, including complaints against city personnel. All complaints against city personnel will be addressed pursuant to Mercedes Personnel Policies. Comments must not be repeated and the Commission is not required to answer any question from the public. Any person who decides to directly question any member of the City Commission will be asked to discontinue their comments. The City Secretary's office representative will be responsible for notifying each presenter that their five-minute time limit has expired.

6. **Consent Agenda:** *(All matters listed under Consent Agenda are considered to be routine by the Governing Body and will be enacted by one motion. There will be no separate discussion of these items; however, if discussion is desired, that item(s) will be removed from the Consent Agenda and will be considered separately.)*
  - a. Approval of Minutes for Meeting(s) held October 3, 2022.
  - b. Second and final reading of Ordinance 2022-24 to Convey the Abandoned Alley located at 0.069 of one-acre (3,000 Sq. Ft.) of Land, being a portion of a 20' Public Alley located between Missouri avenue and Texas Avenue of the Original townsite of Mercedes to the Development Corporation of Mercedes
  - c. Second and final reading of Ordinance 2022-25 on Conveyance of Property to the Development Corporation of Mercedes described as Lot 20, Valle De Palmas Subdivision, Unit 2
  - d. Approval of Agreement for the Temporary Closure of State Right-of-Way for Veterans Day Parade.
  - e. Approval of 4<sup>th</sup> Quarterly Investment Report
  - f. Approval of Budget Amendment 2223-01 for Planning Department from Human Resources
  - g. Approval of Budget Amendment 2223-02 for Public Works Admin from Human Resources
  - h. Approval of Budget Amendment 2223-03 for Public Work Streets from Public Works Utilities
7. **City Manager Comments:**
  - a. Introduction of Public Works Director; b. Introduction of Building Official; c. Introduction of Customer Service Specialist; d. National Night Out Event
8. **Ordinance/Resolutions:** *Present, Discuss, Consider, and Possibly Take Action Regarding:*
  - a. Resolution 2022-13 authorizing the Resale of Foreclosed Real Estate Properties for failure to pay ad valorem taxes. (H. Gutierrez)
  - b. Ordinance 2022-26 regarding Animal Control Services.
9. **Management Item(s):** *Present, Discuss, Consider, and Possibly Take Action Regarding:*
  - a. Public Hearing: Fiscal Year (36) 2023-2024 Needs Assessment for the County of Hidalgo Urban County Program.
    - Approving the proposed FY (36) 2023-2024 Urban County Budget
  - b. Approval of changes to the Library Policy. (M. Vidales)
  - c. Letter of Request for support for the 1<sup>st</sup> Annual South Texas Farm Fest.

**10. Bids/Contracts:** *Present, Discuss, Consider, and Possibly Take Action Regarding:*

- a. Renewal of Contract with Montalvo Insurance for Workers Comp Services. (K. Longoria)
- b. Selecting an Audit Firm for FYE 21-22 and possibly FYE 22-23. (N. Perez)
- c. The Interlocal Agreement with the County of Hidalgo: Office of the Tax Assessor Collector. (N.Perez)

**11. Monthly Departmental Reports**

Finance/Court, Library, Planning, City Secretary/HR, Fire Dept, 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 regarding personnel matters – Section 551.074
- b. Consultation with legal regarding joint project with EDC – Section 551.071 & Section 551.087
- c. Consultation with legal regarding contract – Section 551.071

**13. Open Session:** *Discuss, Consider, and Possibly Take Action Regarding*


- a. Item A from Executive Session.
- b. Item B from Executive Session.
- c. Item C from Executive Session.

**14. Adjournment**

Notice is hereby given that the City Commissioners of the City of Mercedes, Texas will meet in a **Regular Meeting** on Tuesday, October 18, 2022 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 14<sup>TH</sup> DAY OF OCTOBER, 2022.

ATTEST:

  
\_\_\_\_\_  
Joselynn Castillo, City Secretary  
Time of Posting: 6:05 P.M.

**ACCESSIBILITY STATEMENT**

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

**MERCEDES CITY COMMISSION  
SPECIAL MEETING  
OCTOBER 3, 2022 – 6:30 P.M.  
MERCEDES CITY HALL – COMMISSION CHAMBERS**

<b>MEMBERS PRESENT:</b>	Oscar D. Montoya Sr. Joe Martinez Jacob Howell Armando Garcia Ruben Saldana	Mayor Mayor Pro-Tem Commissioner Commissioner Commissioner
<b>STAFF PRESENT:</b>	Alberto Perez Martie Garcia Vela Joselynn Castillo Javier Ramirez Ervin Vilchis Kristine Longoria Nereida Perez Javier Campos Pedro Estrada Richard Morin	City Manager City Attorney (virtual) City Secretary Asst. City Manager I.T. Liaison Human Resources Finance Director Fire Chief Police Chief Recreation Center Director

**OTHERS PRESENT:** Jose Hernandez, Aaron Villarreal, Francisco Sanchez, Brianna Casares, Jesus Rodriguez, Roy Rocha, Juan Vega Jr., Gerardo Ramirez, Joseph Trevino

**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**

Mayor Pro-Tem Martinez said the invocation.

**4. PLEDGE OF ALLEGIANCE**

Ms. Genevive Vallejo led in the Pledge of Allegiance.

**5. OPEN FORUM-**

- Mr. Jesus Mendoza called to express his concern to have a city ordinance to criminalize acts of bullying as domestic terrorism.

**6. PRESENTATIONS:**

- a. Recognition of Genevive Vallejo** – Ms. Briana Casares informed every one of Ms. Vallejo’s accomplishments within the last year (2021-2022) which include but are not limited to hosting her second annual feeding of residents of Mercedes, kicked off her third annual toy drive collection, eradicating world hunger, raising awareness for homeless and those facing hunger in the RGV area. She raises funds for the American Childhood Cancer Organization and donates clothing and school supplies to the rainbow room. Mayor Montoya presented a proclamation to Ms. Genevive Vallejo for all her efforts in her dedication to the community and the Rio Grande Valley. Ms. Vallejo was also Crowned Teen United World 2023 and was selected Number 1 recipient out of 5.4 Million students for the Student Hero Award by the Texas Education Agency.
- b. Border Affairs – Grant Update** – Mr. Humberto Garza provided an updated report of the grants they have submitted this past year which included the Dome retention pond, flood water channel, and Capisallo Terrace. The total submitted is \$6.1 Million. They are looking for grants for the Police Department Building, \$2.9 Million for Capisallo Terrace, and Expansion of Collection system for the North Western Quadrant. Mr. Garza stated Administration passed a bill to have \$1.2 Trillion funding for infrastructure and roads. At a question, Mr. Garza stated its challenging to look for money but the city may be in comfortable position to go for the larger grants. Most of the grants have a match. There were two grants that they submitted that’s only a 1% match. There is a turn around time of 6 to 8 months for the grant

process. Mr. Perez stated the city works jointly with the County on some grants. Mayor Montoya spoke about the project to have a canal. There are pre-planning and master planning grants to help develop a plan for funding and identifying the areas of need. \$76K has been brought to Mercedes up to date. Commissioner Saldana complimented Mr. Garza's efforts and commitment to the City of Mercedes.

**7. CONSENT AGENDA:** *(All matters listed under Consent Agenda are considered to be routine by the Governing Body and will be enacted by one motion. There will be no separate discussion of these items; however, if discussion is desired, that item(s) will be removed from the Consent Agenda and will be considered separately.)*

- a. **Approval of Minutes for Meeting(s) held August 23, 2022 & September 20, 2022**
  - b. **Second and Final Reading of Ordinance 2022-21 to Rezone Mercedes Original Townsite Lot 14 Blk 123 from Class "B" Two Family Residence to Class "C-1" Apartment District. Applicant Israel Formacio**
  - c. **Second and Final Reading of Ordinance 2022-22 to Rezone Lot 132, Block 112, South Campacuas Addition Tract 1 (7.374 Acres), Part of a Called 28.56 Acres from Class "N" Newly Annexed to Class "LI" Light Industrial. Applicant John M. Harrison**
  - d. **Second and Final Reading of Ordinance 2022-23 to Rezone Grosshouser's Subdivision 222.05 Feet West of Lot 5 and 6 from Class "C" Apartment District to Class "B" Business. Applicant Tiki Land Company LLC**
- Mayor Pro-Tem Martinez made a motion to approve all items under consent agenda. Commissioner Garcia seconded. Upon a called vote, the motion passed unanimously.

**8. CITY MANAGER COMMENTS:**

- a. **Update on Manhole Cover Project (Martinez & Howell), Breast Cancer Awareness walk, Fire Department Recognition**
  - Mr. Perez informed the Commission of the Manhole Covers that were missing. He informed them of the cement that was purchased for the manhole covers but the 7 pallets of cement were not used. Commissioner Howell stated he was not happy with the loss of concrete and the PD being closed. There are 25 manhole covers missing. Mr. Perez stated they have not found the covers but is not eluding to them being stolen.
  - Ms. Briana Casares informed the Commission of the Mercedes ISD, Mercedes Crime Stoppers and the City of Mercedes hosting a breast cancer walk on Friday, October 7, 2022 at 6:30 P.M. at the Mercedes High School football stadium. Mayor Montoya invited everyone to attend.
  - Mr. Perez informed the Commission that the Fire Department recently went through a state audit. Chief Campos stated his goal was to make sure everything was in place for training and ready to respond. They developed a plan and executed the plan. They had a site visit and received zero violations on the audit. Mayor Montoya commended the staff for working together making the City of Mercedes the first COVID vaccination location. Mayor Pro-Tem Martinez commended Fire Chief Campos for his leadership and hard work.

**9. ORDINANCE/RESOLUTIONS:** *Present, Discuss, Consider, and Possibly Take Action Regarding:*

- a. **Ordinance 2022-24 to Convey the Abandoned Alley located at 0.069 of one-acre (3,000 Sq. Ft.) of Land, being a portion of a 20' Public Alley located between Missouri avenue and Texas Avenue of the Original townsite of Mercedes to the Development Corporation of Mercedes (J. Ramirez)**

Commissioner Howell motion to approve. Mayor Pro-Tem Martinez seconded. Upon a called vote, the motion passed unanimously.
- b. **Ordinance 2022-25 on Conveyance of Property to the Development Corporation of Mercedes described as Lot 20, Valle De Palmas Subdivision, Unit 2 (J. Ramirez)**

Mayor Pro-Tem Martinez motion to approve. Commissioner Howell seconded. Commissioner Howell stated this is for development of Mercedes. Upon a called vote, the motion passed unanimously.

**10. MANAGEMENT ITEM(S):** *Present, Discuss, Consider, and Possibly Take Action Regarding:*

- a. **Sidewalk improvements and curb scraping around the City. (Comm. Martinez & Howell)**

Mr. Ramirez stated they will be starting on a side walk project on North 10 Street from Missouri to Ohio Ave. Mayor Pro-Tem Martinez asked for a notification to be sent out to ensure safety in the area when working on the project. Mayor Pro-Tem Martinez, recommended looking at areas with high population of elderly and by the school zones. Commissioner Howell recommended an area by the Travis Elementary. Commissioner Saldana would like a list of the sidewalks that have been completed. Mr. Juan Vega Jr. informed the Commission of the curb scraping process. Mayor Pro-Tem Martinez stated that grass is

growing on the sidewalks as well. Mr. Vega stated they curb scrap and then spray herbicide, once done then they close the work order. Mr. Vega stated it takes 5 employees to do curb scraping.

**b. Repairs to San Jacinto Ave in the Queen City Subdivision. (Comm. Martinez & Garcia)**

Mayor Pro-Tem stated the company did the repaving but did not complete or do the job properly. He stated he would like a report on what can be done to fix the issues. Mr. Ramirez stated there was a water break and the contractor was responsible for repaving the area that was cut. The paving was not done properly and Mr. Ramirez has contacted the contractor to come back and fix the issue. Mr. Perez stated the contractor claims staff never contacted him but the previous Public Works Director had been in contact with them. Mayor Pro-Tem would like a report back. Mr. Ramirez stated that the owner stated there is no warranty but City staff disagrees. Mr. Vega Jr. stated he did contact the company about the work because they need to have a drain but the work only had a flat surface. Commissioner Howell recommended legal to verify.

**c. Request to Recognize Ms. Amanda McBroom and set a date for recognition. (A. Perez)**

Commission approved to recognize but to bring the item back regarding the date.

**11. BIDS/CONTRACTS:** *Present, Discuss, Consider, and Possibly Take Action Regarding:*

**a. Awarding a contract for the Police Department Renovation Project. (J. Ramirez)**

Mr. Juan Cantu stated September 2, City went out for bids. Recommends to start negotiations with Tri-Gen as they came in as the lowest bidder at \$3.4 Million and Gerlach came in at \$3.7 Million. Mr. Perez stated before the building still was not remediated and can not lock in a price until a contract is signed. Mr. Cantu stated they are still reviewing the bids and can negotiate the price. Commissioner Saldana stated that one change order can erase the difference in the bid amounts. Mr. Cantu stated they would set up a meeting with TRI-GEN to go over the bid and check off from the list to bring down the price. For a new building would cost \$4 to 5 Million but this was an analysis before the prices increased. Commissioner Saldana motioned to approve Tri-Gen's bid. Mayor Pro-Tem Martinez seconded. Upon a called vote, the motion passed unanimously.

Commissioner Garcia motioned to go into executive session at 8:04. Mayor Pro-Tem Martinez seconded. Upon a called vote, the motion passed unanimously.

**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 regarding the deliberation of real property Mercedes PD – Section 551.072**

**b. Consultation with Attorney regarding Police Department personnel – Section 551.071 & 551.074**

Mayor Montoya called the meeting back to order at 8:48 P.M.

**13. OPEN SESSION:** *Discuss, Consider, and Possibly Take Action Regarding*

**a. Item A from Executive Session**

No action.

**b. Item B from Executive Session**

No Action.

**14. ADJOURNMENT**

Mayor Pro-Tem Martinez made a motion to adjourn. Commissioner Garcia seconded. Upon a called vote, the motion passed unanimously. The meeting adjourned at 8:49 P.M.

## **ORDINANCE NO. 2022-24**

**AN ORDINANCE OF THE CITY OF MERCEDES, TEXAS. FINDING AND DETERMINING THAT PUBLIC CONVENIENCE AND NECESSITY NO LONGER REQUIRES THE CONTINUED EXISTENCE OF THE ALLEY ABUTTING THE PROPERTY DESCRIBED AS 0.069 OF ONE-ACRE (3,000 SQ. FT.) OF LAND, BEING A PORTION OF A 20' PUBLIC ALLEY LOCATED BETWEEN MISSOURI AVENUE AND TEXAS AVENUE OF THE ORIGINAL TOWNSITE OF MERCEDES, AS SHOWN ON A MAP RECORDED IN VOLUME U, PAGES 19-20, H.C.D.R; VACATING AND ABANDONING SAID ALLEY, AUTHORIZING THE MAYOR TO EXECUTE AND THE CITY SECRETARY TO ATTEST; RESPECTFULLY, CONVEYING THE SAID ABANDONED ALLEY TO THE DEVELOPMENT CORPORATION OF MERCEDES; PROVIDING FOR SEVERABILITY; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT.**

**WHEREAS**, the City Commission of the City of Mercedes, Texas finds that public convenience and necessity no longer require the continued existence of the alley abutting the property described as 0.069 of one-acre (3,000 Sq. Ft.) of Land, being a portion of a 20' Public Alley located between Missouri avenue and Texas Avenue of the Original townsite of Mercedes, as shown on a map recorded in volume u, pages 19-20, H.C.D.R, Mercedes, Hidalgo County, Texas and for the reason that the same is no longer needed by the City, now, therefore;

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

**Section 1.** The facts and recitations set forth in the preamble of this Ordinance are hereby found to be true and correct.

**Section 2.** The city Commission of the City of Mercedes, Texas hereby finds and determines that public convenience and necessity no longer require the continued existence of that portion of alley described below in Section 3 hereof.

**Section 3.** The alley abutting the property more particularly described as 0.069 of one-acre (3,000 Sq. Ft.) of Land, being a portion of a 20' Public Alley located between Missouri avenue and Texas Avenue of the Original townsite of Mercedes, as shown on a map recorded in volume u, pages 19-20, H.C.D.R, located within the City of Mercedes, Hidalgo County, Texas is hereby vacated and abandoned, Attached hereto as "Exhibit A" and "Exhibit B" .

**Section 4.** The Mayor and City Secretary are hereby authorized to execute and attest, respectively, any documents abandoning the alley abutting the property described in Section 3 and conveying the said abandoned alley to the Development Corporation of Mercedes.

**Section 5.** In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction,

shall not affect, impair, or invalidate this ordinance as a whole or in any part of provision hereof other than the part declared to be invalid or unconstitutional; and the City Commission of the City of Mercedes, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

**Section 6.** This Ordinance shall become effective upon final reading and adoption of this Ordinance when the caption hereof is caused to be published once in the official newspaper of the City, by the City Secretary, as required by law.

**PASSED AND APPROVED ON FIRST READING THIS THE 3<sup>RD</sup> DAY OF OCTOBER, 2022.**

**PASSED, APPROVED AND ADOPTED ON SECOND AND FINAL READING THIS THE 18<sup>TH</sup> DAY OF OCTOBER, 2022.**

---

Oscar D. Montoya Sr., Mayor

ATTEST:

APPROVED:

---

Joselynn Castillo, City Secretary

---

Martie Garcia-Vela, City Attorney

## **ORDINANCE NO. 2022-25**

**AN ORDINANCE OF THE CITY OF MERCEDES, TEXAS, PROVIDING FOR THE CONVEYANCE OF LOT 20, VALLE DE PALMAS SUBDIVISION, UNIT 2, AN ADDITION TO THE CITY OF MERCEDES, HIDALGO COUNTY, TEXAS TO THE DEVELOPMENT CORPORATION OF MERCEDES; PROVIDING FOR CONVEYANCE BY GENERAL WARRANTY DEED; PROVIDING FOR EXECUTION OF A DEED AND RELATED CLOSING DOCUMENTS; AUTHORIZING THE MAYOR OR MAYOR PRO-TEM TO ENTER INTO AGREEMENT WITH THE DEVELOPMENT CORPORATION OF MERCEDES, CONCERNING THE CONVEYANCE OF REAL PROPERTY; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Mercedes “City” desires to continue to protect and ensure the public health, safety, and welfare of its residents and businesses by effectively managing the City’s real property interests that are held in trust for the public; and

**WHEREAS**, the City Charter, Section 2.12, requires that any conveyance of land be approved and authorized by ordinance; and

**WHEREAS**, the City Commission determined that the Property is not needed for City purposes and desires to convey the property to the Development Corporation of Mercedes.

**NOW, THEREFORE, BE IT ORDAINED by the City Commission of the City of Mercedes, Texas:**

**Section 1.** Findings. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Commission and made a part hereof for all purposes and findings of fact.

**Section 2.** The City Commission of the City of Mercedes hereby authorizes the City Attorney to prepare all documents necessary to convey the property to the Development Corporation of Mercedes and that the City Manager is authorized to execute any such documents on behalf of the City.

**Section 3.** Description. The property described as Lot 20, Valle De Palmas Subdivision, Unit 2, an Addition to the City of Mercedes, Hidalgo County, Texas, according to the Map or Plat thereof, recorded in Volume 24, Page 147-B, Map Records of Hidalgo County, Texas.

**Section 4.** Severability. If any provision of this Ordinance is illegal, invalid, or unenforceable under present or future laws, the remainder of this Ordinance will not be affected and, in lieu of each illegal, invalid or unenforceable provision, a provision as similar in terms to the illegal, invalid, or unenforceable provision as is possible and is legal, valid, and enforceable will be added to this Ordinance.

**Section 5.** Effective Date. This Ordinance will take effect upon its adoption by the City Commission in accordance with Section 2.12 of the City Charter.

**PASSED AND APPROVED THIS 3<sup>RD</sup> DAY OF OCTOBER, 2022.**

**PASSED, APPROVED, AND ADOPTED THIS 18<sup>TH</sup> DAY OF OCTOBER, 2022.**

CITY OF MERCEDES, TEXAS

---

Oscar D. Montoya Sr., Mayor

ATTEST:

---

Joselynn Castillo, City Secretary

APPROVED AS TO FORM:

---

Martie Garcia-Vela, City Attorney

**CONSENT ITEM: YES**

---

**DATE:** October 18, 2022**FROM:** Orlando Diaz, Lieutenant Mercedes Police Department**ITEM:** Approval of Agreement for the Temporary Closure of State Right-of-Way

---

**BACKGROUND INFORMATION:** The Mercedes Police Department respectfully requests the approval of Agreement for the Temporary Closure of State Right-of-way in order to aid with traffic control during the Veterans Day Parade.

**BOARD REVIEW/CITIZEN FEEDBACK:** N/A

**ALTERNATIVES/OPTIONS:** N/A

**FISCAL IMPACT:**

**Proposed Expenditure/(Revenue):**

\$3,037.96

**Account Number(s):**

01-522-1011

**Finance Review by:**

**LEGAL REVIEW:**

**ATTACHMENTS:**

1. Agreement for the Temporary Closure of State Right-of-way
2. Road Closure & Map
3. Resolution
4. Traffic Control Agreement

**DRAFT MOTION:**

Tuesday, October 18, 2022

Mayor

City Manager

Commissioners

Good evening,

As an agreement made between TXDOT and The City of Mercedes Police Department is requesting that this resolution be passed for a temporary road closure permit for the Veterans Day Parade which will be held on Saturday, November 12, 2022 at 10:00 A.M. Road closures will start at 07:00 AM and end at approximately 12:00 PM. It will start at the 600 Block of South Texas Avenue and will go north on Texas up to the Rio Grande Valley Livestock Show located at 1000 N. Texas Ave.

(16) Officers will be assigned to specific areas of concern:

Assigned Post: Public Works Department	N. Texas Ave. / Hill St. (East & West)
Assigned Post: Public Works Department	N. Texas Ave. / Webb St. (East & West)
Assigned Post: Public Works Department	N. Texas Ave. / Duval St. (East & West)
Assigned Post: Officer Jonathan Trevino	N. Texas Ave. / FM 491 (East)
Assigned Post: Officer Enrique Espinoza	N. Texas Ave. / Anacuitas St. (West)
Assigned Post: Sgt. George Diaz	N. Texas Ave. / WB Frontage Rd. (East)
Assigned Post: Lt. Jesus O. Rodriguez	N. Texas Ave. / EB Frontage Rd. (West)
Assigned Post: Public Works Department	N. Texas Ave. / Starr St. (East)
Assigned Post: Public Works Department	N. Texas Ave. / Cameron St. (East)
Assigned Post: Officer Carlos Garza	N. Texas Ave. / Cameron St. (West)
Assigned Post: Inv. Jose Hernandez	N. Texas Ave. / Hidalgo St. (East)
Assigned Post: Officer Omar Gonzalez	N. Texas Ave. / Hidalgo St. (West)
Assigned Post: Officer Oscar Lopez	N. Texas Ave. / W. First St. (East)
Assigned Post: Inv. Joseph B. Trevino	N. Texas Ave. / W. First St. (West)
Assigned Post: Public Works Department	S. Texas Ave. / Railroad St. (East & West)
Assigned Post: Officer Joe A. Orta Officer Isaul Vela	S. Texas Ave. / W. Business 83 (East)
Assigned Post: Inv. Salvador Gonzalez Inv. Gerardo Ramirez	S. Texas Ave. / W. Business 83 (West)
Assigned Post: Public Works Department	S. Texas Ave. / W. Third St. (East & West)
Assigned Post: Public Works Department	S. Texas Ave. / W. Fourth St. (East & West)

Assigned Post: Public Works Department      S. Texas Ave. / W. Fifth St. (East & West)

Assigned Post: Chief Pedro Estrada      S. Texas Ave. / W. Sixth St. (East & West)

Asst. Chief Francisco Sanchez

Officer Antonio Montelongo

(3) Additional officers will be available to assist with traffic control.

(A-Shift): Sgt. Jesus M. Campos

Officer Luis A. Juarez

Officer Jorge Cuevas

STATE OF TEXAS           §

COUNTY OF               §

**AGREEMENT FOR THE TEMPORARY CLOSURE  
OF STATE RIGHT-OF-WAY**

**THIS AGREEMENT** is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State," and the City Of Mercedes, a municipal corporation, acting by and through its duly authorized officers, hereinafter called the "City."

**W I T N E S S E T H**

**WHEREAS**, the State owns and operates a system of highways for public use and benefit, including Mercedes, in Hidalgo, County; and

**WHEREAS**, the City has requested the temporary closure of (Texas Ave.), from 600 Block of S. Texas Ave. to the 1000 Block of N. Texas Ave. for the purpose of The Veteran's Day Parade, as described in the attached "Exhibit A," hereinafter identified as the "Event;" and

**WHEREAS**, the Event will be located within the City's incorporated area; and

**WHEREAS**, the State, in recognition of the public purpose of the Event, wishes to cooperate with the City so long as the safety and convenience of the traveling public is ensured and that the closure of the State's right-of-way will be performed within the State's requirements; and

**WHEREAS**, on the 18 day of October of 2022, the City Commission of the City of Mercedes, Texas passed Resolution / Ordinance No. \_\_\_\_\_, attached hereto and identified as "Exhibit B," establishing that the Event serves a public purpose and authorizing the City to enter into this agreement with the State; and

**WHEREAS**, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of a segment of the State highway system; and

**WHEREAS**, this agreement has been developed in accordance with the rules and procedures of 43 TAC, Section 22.12;

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

**A G R E E M E N T**

**Article 1. CONTRACT PERIOD**

This agreement becomes effective upon final execution by the State and shall terminate upon completion of the Event or unless terminated or modified as hereinafter provided.

**Article 2. EVENT DESCRIPTION**

The description of the Event, including the proposed schedule of start and stop times,

approximate number of people attending the Event, and equipment involved shall be attached hereto and identified as "Exhibit C."

### **Article 3. OPERATIONS OF THE EVENT**

**A.** The City shall assume all costs for the operations associated with the Event, to include but not limited to, plan development, materials, labor, public notification, providing protective barriers and barricades, protection of highway traffic and highway facilities, and all traffic control and temporary signing.

**B.** The City shall submit to the State for review and approval the construction plans, if construction or modifications to the State's right-of-way is required, the traffic control and signing plans, traffic enforcement plans, and all other plans deemed necessary by the State.

**C.** The City will not initiate closure prior to 24 hours before the scheduled Event and all barriers and barricades will be removed and the highway reopened to traffic within 24 hours after the completion of the Event.

**D.** The City will provide adequate enforcement personnel to prevent vehicles from stopping and parking along the main lanes of highway right-of-way and otherwise prevent interference with the main lane traffic by both vehicles and pedestrians. The City will prepare a traffic enforcement plan, to be approved by the State in writing at least 48 hours prior to the scheduled Event. Additionally, the City shall provide to the State a letter of certification from the law enforcement agency that will be providing traffic control for the Event, certifying that they agree with the enforcement plan and will be able to meet its requirements.

**E.** The City hereby assures the State that there will be appropriate passage allowance for emergency vehicle travel and adequate access for abutting property owners during construction and closure of the highway facility. These allowances and accesses will be included in the City's traffic control plan.

**F.** The City will avoid or minimize damage, and will, at its own expense, restore or repair damage occurring outside the State's right-of-way and restore or repair the State's right-of-way, including roadway and drainage structures, signs, and pavement, etc. to a condition equal to that existing before the closure, and, to the extent practicable, restore the natural environment, including landscape features.

### **Article 4. OWNERSHIP OF DOCUMENTS**

Upon completion or termination of this agreement, all documents prepared by the City will remain the property of the City. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use.

### **Article 5. TERMINATION**

**A.** This agreement may be terminated by any of the following conditions:

- (1) By mutual written agreement and consent of both parties.
- (2) By the State upon determination that use of the State's right-of-way is not feasible or is not in the best interest of the State and the traveling public.
- (3) By either party, upon the failure of the other party to fulfill the obligations as set forth herein.
- (4) By satisfactory completion of all services and obligations as set forth herein.

**B.** The termination of this agreement shall extinguish all rights, duties, obligations and liabilities of the State and City under this agreement. If the potential termination of this agreement is due to the failure of the City to fulfill its contractual obligations as set forth herein, the State will notify the City that possible breach of contract has occurred. The City must remedy the breach as outlined by the State within ten (10) days from receipt of the State's notification. In the event the City does not remedy the breach to the satisfaction of the State, the City shall be liable to the State for the costs of remedying the breach and any additional costs occasioned by the State.

#### **Article 6. DISPUTES**

Should disputes arise as to the parties' responsibilities or additional work under this agreement, the State's decision shall be final and binding.

#### **Article 7. RESPONSIBILITIES OF THE PARTIES**

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

#### **Article 8. INSURANCE**

**A.** Prior to beginning any work upon the State's right-of-way, the City and/or its contractors shall furnish to the State a completed "Certificate of Insurance" (TxDOT Form 1560, latest edition) and shall maintain the insurance in full force and effect during the period that the City and/or its contractors are encroaching upon the State right-of-way.

**B.** In the event the City is a self-insured entity, the City shall provide the State proof of its self-insurance. The City agrees to pay any and all claims and damages that may occur during the period of this closing of the highway in accordance with the terms of this agreement.

#### **Article 9. AMENDMENTS**

Any changes in the time frame, character, agreement provisions or obligations of the parties hereto shall be enacted by written amendment executed by both the City and the State.

#### **Article 10. COMPLIANCE WITH LAWS**

The City shall comply with all applicable federal, state and local environmental laws, regulations, ordinances and any conditions or restrictions required by the State to protect the natural environment and cultural resources of the State's right-of-way.

#### **Article 11. LEGAL CONSTRUCTION**

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**Article 12. NOTICES**

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

City:	State:
<u>City of Mercedes</u>	<u>Texas Department of Transportation</u>
<u>400 South Ohio Avenue, Mercedes, TX</u>	_____
<u>78570</u>	_____
_____	_____

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

**Article 13. SOLE AGREEMENT**

This agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings or written or oral agreements respecting the within subject matter.

**IN TESTIMONY WHEREOF**, the parties hereto have caused these presents to be executed in duplicate counterparts.

**THE CITY OF MERCEDES**

Executed on behalf of the City by:

By  Date: October 18, 2022

Typed or Printed Name and Title: Orlando Diaz

Lieutenant

**THE STATE OF TEXAS**

Executed for the Executive Director and approved for the Texas Transportation and Mercedes for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By \_\_\_\_\_ Date \_\_\_\_\_  
District Engineer

By \_\_\_\_\_ Date \_\_\_\_\_  
Director of Maintenance

Agreement No. \_\_\_\_\_

**Exhibit A**

**(SEE ATTACHED ROUTE MAP AND ROAD CLOSURES)**



Pedro Estrada  
Chief of Police

# **MERCEDES POLICE DEPARTMENT**

2314 N. FM 491 Rd.  
Mercedes, Texas 78570  
(956) 565-3102 Fax (956) 565-2583

*Tuesday, October 18, 2022*

*To: Texas Department of Transportation*

*From: Lieutenant Orlando Diaz*

*Re: Agreement for the Temporary Closure of State Right-of-Way*

## **Exhibit A**

### **ROAD CLOSURE EVENT NAME AND DATE**

**NAME: THE VETERANS DAY PARADE**

**DATE OF CLOSURE: SATURDAY, NOVEMBER 12, 2022**

**TIME OF CLOSURE: 7:00 A.M. – 12:00 P.M.**

**Lt. Orlando Diaz**

A handwritten signature in black ink, appearing to be "Orlando Diaz", written over the printed name.

Directions from 600 South Texas Ave, Mercedes, Texas 78570 to 1000 North Texas Ave. Mercedes Texas



# The Veterans Day Parade

**Saturday, November 12, 2022**

**(Traffic Control)**

**07:00 AM – 12:00 PM**

	<b>INTERSECTION: (West of Roadway)</b>	<b>DEPARTMENT:</b>	<b>DEPARTMENT:</b>	<b>INTERSECTION: (East of Roadway)</b>
	ROVER	Lt. O. Diaz	Lt. A. Villarreal	
<b>1.</b>	N. Texas Ave. / Hill St.	PUBLIC WORKS	PUBLIC WORKS	N. Texas Ave. / Hill St.
<b>2.</b>	N. Texas Ave. / Webb St.	PUBLIC WORKS	PUBLIC WORKS	N. Texas Ave. / Webb St.
<b>3.</b>	N. Texas Ave. / Duval St.	PUBLIC WORKS	PUBLIC WORKS	N. Texas Ave. / Duval St.
<b>4.</b>	N. Texas Ave. / Anacuitas St.	Mercedes PD E. Espinoza	Mercedes PD Jonathan Trevino	N. Texas Ave. / N. 491
<b>5.</b>	N. Texas Ave. / WB Frontage Rd.		Mercedes PD Sgt. G. Diaz Public Works (Cones)	N. Texas Ave. / WB Frontage Rd.
<b>6.</b>	N. Texas Ave. / EB Frontage Rd.	Mercedes PD Lt. J. Rodriguez Public Works (Cones)		N. Texas Ave. / EB Frontage Rd.
<b>7.</b>			PUBLIC WORKS	N. Texas Ave. / Starr St.
<b>8.</b>	N. Texas Ave. / Cameron St. (Fred Loya)	Mercedes PD Carlos Garza	PUBLIC WORKS	N. Texas Ave. / Cameron St. (Juanito's Rest.)
<b>9.</b>	N. Texas Ave. / W. Hidalgo St.	Mercedes PD Omar Gonzalez	Mercedes PD Jose Hernandez	N. Texas Ave. / W. Hidalgo St.
<b>10.</b>	N. Texas Ave. / W. First St.	Mercedes PD Joseph B. Trevino	Mercedes PD Oscar Lopez	N. Texas Ave. / W. First St. MPD Oscar Lopez
<b>11.</b>	S. Texas Ave. / Railroad St.	PUBLIC WORKS	PUBLIC WORKS	S. Texas Ave. / Railroad St.
<b>12.</b>	S. Texas Ave. / W. Bus. 83	Mercedes PD Salvador Gonzalez Gerardo Ramirez	Mercedes PD Joe A. Orta Isaul S. Vela	S. Texas Ave. / W. Bus. 83
<b>13.</b>	S. Texas Ave. / W. Third St.	PUBLIC WORKS	PUBLIC WORKS	S. Texas Ave. / W. Third St.
<b>14.</b>	S. Texas Ave. / W. Fourth St.	PUBLIC WORKS	PUBLIC WORKS	S. Texas Ave. / W. Fourth St.
<b>15.</b>	S. Texas Ave. / W. Fifth St.	PUBLIC WORKS	PUBLIC WORKS	S. Texas Ave. / W. Fifth St.
<b>16.</b>	S. Texas Ave. / W. Sixth St.	Mercedes PD PUBIC WORKS Chief Estrada	Mercedes PD PUBIC WORKS Asst. Chief Sanchez	S. Texas Ave. / W. Sixth St.

Agreement No. \_\_\_\_\_

**Exhibit B**

**(SEE ATTACHED RESOLUTION)**

**RESOLUTION:** 2022-13A

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MERCEDES, TEXAS TO ENTER INTO AN AGREEMENT WITH THE STATE OF TEXAS THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE TEMPORARY CLOSURE OF THE INTERSTATE 2 FROM 600 S. TEXAS AVE. TO 1000 N. TEXAS FOR ACTIVITIES ASSOCIATED WITH THE VETERANS DAY PARADE.

WHEREAS, the City Commission of the City of Mercedes wishes to cooperate with the State of Texas for the safety and convenience of the traveling public; and

WHEREAS, the City of Mercedes requests the temporary closure of the following highway on NOVEMBER 12, 2022 for activities associated with Veterans Day Parade from 7:00 AM until 12:00 PM.

WHEREAS, the events will be located within the City of Mercedes incorporated area and the closure will be performed in accordance with the State's requirements;

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

That at the regular meeting of the City Commission held on the \_\_\_\_\_ of \_\_\_\_\_, this resolution was adopted in accordance with Chapter 43, Texas Administrative Code, Section 22.12, and to comply with the rules and procedures established by said chapter and section, and the City Manager is hereby authorized to sign the temporary right of way closure agreement with the State of Texas. This resolution is adopted so that THE VETRANS DAY PARADE may be conducted on November 12, 2022 in the Agreement for the Temporary Closure of State Right of Way (43 TAC, Section 22.12).

Passed and approved on this the \_\_\_\_\_ Day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Oscar Montoya, Mayor

ATTEST:

\_\_\_\_\_  
Joselynn Castillo, City Secretary

**Exhibit C**

**(SEE ATTACHED TRAFFIC CONTROL AGREEMENT)**



Pedro Estrada  
Chief of Police

# **MERCEDES POLICE DEPARTMENT**

2314 N. FM 491 Rd.  
Mercedes, Texas 78570  
(956) 565-3102 Fax (956) 565-2583

*Tuesday, October 18, 2022*

*To: Texas Department of Transportation*

*From: Lieutenant Orlando Diaz*

*Re: Agreement for the Temporary Closure of State Right-of-Way*

## **Exhibit C**

The Mercedes Public Safety Department will be providing law enforcement personnel to conduct traffic control for the Veterans Day Parade. The parade is being held on Saturday, November 12, 2022 and it is scheduled to begin at 10:00 A.M.

**Lt. Orlando Diaz**

A handwritten signature in black ink, appearing to be 'O. Diaz', written over a horizontal line.

**CITY OF MERCEDES**  
**FY 21-22 4TH QUARTER INVESTMENT REPORT**

	Jul-2022					Aug-2022				
	Beginning Mkt/Bk Value	Deposits (Withdrawals)	Interest Accrued	Interest Rate	Ending Mkt/Bk Value	Beginning Mkt/Bk Value	Deposits (Withdrawals)	Interest Accrued	Interest Rate	Ending Mkt/Bk Value
<b>INVESTMENTS</b>										
<b>Fund: General Fund</b>										
TX Class Pool - 01-0208-0001	3,921,207.17		5,462.65	1.6392%	3,926,669.82	3,926,669.82		7,641.01	2.2891%	3,934,310.83
Money Market - 9398441106 (WellsFargo)	245,566.45			0.01%	245,566.45	245,566.45			0.01%	245,566.45
<b>Fund: Hotel/Motel Tax</b>										
TX Class Pool - 01-0208-0016	620,178.15		863.94	1.6392%	621,042.09	621,042.09	(50,000.00)	1,198.71	2.2891%	572,240.80
<b>Fund: MIF</b>										
TX Class Pool - 01-0208-0017	(0.00)			1.6392%	(0.00)	(0.00)			2.2891%	(0.00)
<b>Fund: Interest &amp; Sinking</b>										
TX Class Pool - 01-0208-0015	558,494.14		778.03	1.6392%	559,272.17	559,272.17	(325,000.00)	633.02	2.2891%	234,905.19
TX Class Pool - 01-0208-0019	424,693.68		591.65	1.6392%	425,285.33	425,285.33		827.58	2.2891%	426,112.91
<b>Fund: Municipal Court</b>										
TX Class Pool - 01-0208-0003 (TECH)	41,624.43		58.01	1.6392%	41,682.44	41,682.44		81.12	2.2891%	41,763.56
TX Class Pool - 01-0208-0005 (SPCL)	91,054.95		126.87	1.6392%	91,181.82	91,181.82		177.42	2.2891%	91,359.24
<b>Fund: Forfeiture</b>										
TX Class Pool - 01-0208-0010	-				-	-				-
<b>Fund: Utility</b>										
TX Class Pool - 01-0208-0011	3,482.11		4.83	1.6392%	3,486.94	3,486.94		6.77	2.2891%	3,493.71
TX Class Pool - 01-0208-0004	267,199.33		372.22	1.6392%	267,571.55	267,571.55		520.66	2.2891%	268,092.21
<b>Fund: CO SERIES 2018 BONDS</b>										
TX Class Pool - 01-0208-0048	324,960.11	(70,000.00)	418.26	1.6392%	255,378.37	255,378.37		496.94	2.2891%	255,875.31
<b>Fund: CO SERIES 2021 BONDS</b>										
TX Class Pool - 01-0208-0049	7,016,898.87	(230,000.00)	9,571.08	1.6392%	6,796,469.95	6,796,469.95	(500,000.00)	12,463.61	2.2891%	6,308,933.56
<b>Fund: ARP</b>										
TX Class Pool - 01-0208-0050	-	850,000.00	942.61	1.6392%	850,942.61	850,942.61		1,655.89	2.2891%	852,598.50
	<b>13,515,359.39</b>	<b>550,000.00</b>	<b>19,190.15</b>		<b>14,084,549.54</b>	<b>14,084,549.54</b>	<b>(875,000.00)</b>	<b>25,702.73</b>		<b>13,235,252.27</b>
					<b>13,838,983.09</b>					<b>12,989,685.82</b>

This report and all investments are in compliance with the entity's investment strategies set forth in the investment policy as well as relevant provisions of the Act.

**CITY OF MERCEDES  
FY 21-22 4TH QUARTER INVESTMENT REPORT**

**INVESTMENTS**

**Fund: General Fund**

TX Class Pool - 01-0208-0001

Money Market - 9398441106 (WellsFargo)

**Fund: Hotel/Motel Tax**

TX Class Pool - 01-0208-0016

**Fund: MIF**

TX Class Pool - 01-0208-0017

**Fund: Interest & Sinking**

TX Class Pool - 01-0208-0015

TX Class Pool - 01-0208-0019

**Fund: Municipal Court**

TX Class Pool - 01-0208-0003 (TECH)

TX Class Pool - 01-0208-0005 (SPCL)

**Fund: Forfeiture**

TX Class Pool - 01-0208-0010

**Fund: Utility**

TX Class Pool - 01-0208-0011

TX Class Pool - 01-0208-0004

**Fund: CO SERIES 2018 BONDS**

TX Class Pool - 01-0208-0048

**Fund: CO SERIES 2021 BONDS**

TX Class Pool - 01-0208-0049

**Fund: ARP**

TX Class Pool - 01-0208-0050

Sep-2022					
Beginning Mkt/Bk Value	Deposits (Withdrawals)	Interest Accrued	Interest Rate	Ending Mkt/Bk Value	
3,934,310.83	700,000.00	8,792.13	2.6788%	4,643,102.96	
245,566.45		0.01%		245,566.45	
572,240.80	25,000.00	1,265.64	2.6788%	598,506.44	
(0.00)	18,000.00	3.09	2.6788%	18,003.09	
234,905.19	50,000.00	526.37	2.6788%	285,431.56	
426,112.91		939.22	2.6788%	427,052.13	
41,763.56	10,000.00	93.77	2.6788%	51,857.33	
91,359.24		201.39	2.6788%	91,560.63	
-	30,000.00	5.14	2.6788%	30,005.14	
3,493.71		7.69	2.6788%	3,501.40	
268,092.21		590.95	2.6788%	268,683.16	
255,875.31	(189,000.00)	250.53	2.6788%	67,125.84	
6,308,933.56	(205,000.00)	13,623.36	2.6788%	6,117,556.92	
852,598.50	2,000,000.00	2,222.37	2.6788%	2,854,820.87	
13,235,252.27	2,439,000.00	28,521.65		15,702,773.92	

15,457,207.47

TOTALS FOR THE QUARTER				
Beginning Mkt/Bk Value	Deposits (Withdrawals)	Interest Accrued	Ending Mkt/Bk Value	
3,921,207.17	700,000.00	21,895.79	4,643,102.96	
245,566.45	-	-	245,566.45	
620,178.15	(25,000.00)	3,328.29	598,506.44	
(0.00)	18,000.00	3.09	18,003.09	
558,494.14	(275,000.00)	1,937.42	285,431.56	
424,693.68	-	2,358.45	427,052.13	
41,624.43	10,000.00	232.90	51,857.33	
91,054.95	-	505.68	91,560.63	
-	30,000.00	5.14	30,005.14	
3,482.11	-	19.29	3,501.40	
267,199.33	-	1,483.83	268,683.16	
324,960.11	(259,000.00)	1,165.73	67,125.84	
7,016,898.87	(935,000.00)	35,658.05	6,117,556.92	
-	2,850,000.00	4,820.87	2,854,820.87	
13,515,359.39	2,114,000.00	73,414.53	15,702,773.92	

FINANCE DIRECTOR

DATE

CITY MANAGER

DATE

TX Class Pool  
CDs  
Money Market

SUMMARY			
Beginning Mkt/Bk Value	Deposits (Withdrawals)	Accrued Interest	Ending Mkt/Bk Value
13,269,792.94	2,114,000.00	73,414.53	15,457,207.47
-	-	-	-
245,566.45	-	-	245,566.45
13,515,359.39	2,114,000.00	73,414.53	15,702,773.92

Unrestricted

Restricted

4,166,773.62	700,000.00	21,895.79	4,888,669.41
-	-	-	-
9,348,585.77	1,414,000.00	51,518.74	10,814,104.51
13,515,359.39	2,114,000.00	73,414.53	15,702,773.92



# CITY OF MERCED

## BUDGET AMENDMENT



FUND: \_\_\_\_\_

BUDGET AMENDMENT# \_\_\_\_\_

DEPARTMENT: HR to Planning Dept

DATE POSTED: \_\_\_\_\_

Fund	G/L ACCT#	DESCRIPTION	Approved Budget	(Decrease)	Add	Amended Budget
01	520-1010	Full Time Employees	253,960.00		19,400.00	273,360.00
01	520-1100	Pension Contribution	43,644.00		3,286.36	46,930.36
01	520-1120	Social Security	19,710.00		1,484.10	21,194.10
01	513-1010	Full Time Employees	62,150.00	(19,400.00)		42,750.00
01	513-1100	Pension Contribution	10,528.00	(3,286.36)		7,241.64
01	513-1120	Social Security	4,754.00	(1,484.10)		3,269.90
						-
						-
						-
						-

Justification/Explanation for change:

Increased budget for Building Official Position

  
 \_\_\_\_\_  
 Dept Head Requesting change

\_\_\_\_\_  
 Finance Dept

Approved: \_\_\_\_\_  
 City Manager

\_\_\_\_\_  
 Mayor



# CITY OF MERCED

## BUDGET AMENDMENT



FUND: \_\_\_\_\_


BUDGET AMENDMENT# \_\_\_\_\_

DEPARTMENT: HR to PW Admin

DATE POSTED: \_\_\_\_\_

Fund	G/L ACCT#	DESCRIPTION	Approved Budget	(Decrease)	Add	Amended Budget
01	526-1010	Full Time Employees	64,647.00		4,007.60	68,654.60
01	526-1100	Pension Contribution	11,567.00		678.89	12,245.89
01	526-1120	Social Security	5,251.00		306.58	5,557.58
01	513-1010	Full Time Employees	62,150.00	(4,007.60)		58,142.40
01	513-1100	Pension Contribution	10,528.00	(678.89)		9,849.11
01	513-1120	Social Security	4,754.00	(306.58)		4,447.42
						-
						-
						-
						-

Justification/Explanation for change:

Increased budget for Public Works Director
  
 \_\_\_\_\_  
 Dept Head Requesting change

 \_\_\_\_\_  
 Finance Dept

Approved: \_\_\_\_\_

City Manager

 \_\_\_\_\_  
 Mayor

**CITY OF MERCEDES**  
**BUDGET AMENDMENT**

FUND: \_\_\_\_\_

BUDGET AMENDMENT# \_\_\_\_\_


DEPARTMENT: Utilities to Streets

DATE POSTED: \_\_\_\_\_

Fund	G/L ACCT#	DESCRIPTION	Approved Budget	(Decrease)	Add	Amended Budget
02	530-1010	Full Time Employees	356,885.00	(31,200.00)		325,685.00
02	530-1100	Pension Contribution	61,417.00	(5,285.28)		56,131.72
02	530-1120	Social Security	30,361.00	(2,386.00)		27,975.00
01	528-1010	Full Time Employees	268,935.00		31,200.00	300,135.00
01	528-1100	Pension Contribution	45,558.00		5,285.28	50,843.28
01	528-1120	Social Security	20,574.00		2,386.00	22,960.00
						-
						-
						-
						-

Justification/Explanation for change:

Transfer Operator from Utilities to Streets

  
Dept Head Requesting change

Finance Dept

Approved: \_\_\_\_\_

City Manager

Mayor



PERDUE BRANDON  
FIELDER COLLINS & MOTT LLP

ATTORNEYS AT LAW

# CITY OF MERCED

## Proposed Tax Resale Properties

*Submitted By: Hiram A. Gutierrez & Thelma R. Banduch*  
*October 2022*  
*[www.pbfcml.com](http://www.pbfcml.com)*

**RESOLUTION OF THE CITY COMMISSION**  
**CITY OF MERCEDES, TEXAS**

On the \_\_\_\_\_ day of \_\_\_\_\_, 2022, at the regularly scheduled meeting of the City Commission, City of Mercedes, Texas, a motion was duly made and seconded for the City of Mercedes to resell the properties described on Exhibit "B" attached hereto, which was acquired through tax foreclosure proceedings. City of Mercedes requests that Sheriff J.E. "Eddie" Guerra conduct such sale in accordance with Section 34.05 (a), (c) and (d), Texas Property Tax Code, and that such sale be held at the earliest available date in accordance with the laws of the State of Texas; further, that City of Mercedes notify Sheriff J.E. "Eddie" Guerra that it would not object to a sale price of such properties in the sums set forth on Exhibit "B"; **and further, in the event that any taxing unit communicates by written communication to the Tax Assessor-Collector an offer to purchase a listed property or in cases where the Hidalgo County Appraisal District has double-assessed a listed property or there is a potential error with property descriptions or some other error, then and in that event, the Tax Assessor-Collector is authorized to notify the Sheriff to pull or delete that property from the public sale listing, and the Sheriff is authorized in such case to pull/delete that property from the public sale.**

Discussion was then conducted, and upon completion of same, Mayor Oscar D. Montoya Sr. called for a vote on the motion, and the same was passed by majority. Now therefore:

**BE IT RESOLVED** that the City of Mercedes offer for resale, in accordance with Section 34.05 (a), (c) and (d), Texas Property Tax Code, the properties described on Exhibit "B" and that Sheriff J.E. "Eddie" Guerra, is hereby requested to conduct such sale in accordance with such statutes at the earliest possible date and further, that a minimum acceptable sale price for such properties is as set forth on Exhibit "B"; **and further, in the event that any taxing unit communicates by written communication to the Tax Assessor-Collector an offer to purchase a listed property or in cases where the Hidalgo County Appraisal District has double-assessed a listed property or there is a potential error with property descriptions or some other error, then and in that event, the Tax Assessor-Collector is authorized to notify the Sheriff to pull or delete that property from the public sale listing, and the Sheriff is authorized in such case to pull/delete that property from the public sale.**

**SIGNED AND ENTERED** on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Oscar D. Montoya Sr., Mayor  
City of Mercedes, Texas

Attest:

\_\_\_\_\_  
Joselynn Castillo, City Secretary  
City of Mercedes, Texas

# City of Mercedes

## Tax Resale Exhibit “B”

### EXHIBIT “B”

Item:	Cause No: Style of Case:	Legal Description:	Current Market Value (HCAD):	Estimated Minimum:
1.	T-1028-10-I  MERCEDES INDEPENDENT SCHOOL DISTRICT, CITY OF MERCEDES AND SOUTH TEXAS COLLEGE, ET AL vs. THE KNOWN AND UNKNOWN HEIRS OF SANTOS GONZALEZ A/K/A SANTOS CASTANEDA GONZALEZ (DECEASED) AND ANY OTHER KNOWN OR UNKNOWN PERSON HAVING A CLAIM AND/OR INTEREST TO THE PROPERTY	ACCT. NO. M3550-00-159-0005-00; LOT 5, REINA ALTURA SUBDIVISION, A SUBDIVISION IN THE CITY OF MERCEDES, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 13, PAGE 11, MAP RECORDS OF HIDALGO COUNTY, TEXAS.	\$30,600.00	\$10,710.00
2.	T-1291-12-G  MERCEDES INDEPENDENT SCHOOL DISTRICT, CITY OF MERCEDES AND SOUTH TEXAS COLLEGE, ET AL vs. CYNTHIA NAVEJA, A/K/A CYNTHIA N. NAVEJA A/K/A CINTHIA NAVEJA	TRACT NO. 2: ACCT. NO. M3400-02-000-0040-00; LOT 40, MELTON PARK ESTATES ADDITION, UNIT 2, AN ADDITION TO THE CITY OF MERCEDES, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 14, PAGE 36, MAP RECORDS OF HIDALGO COUNTY, TEXAS.	\$34,592.00	\$12,107.20



# **Property No. 1**

**T-1028-10-I**

This notice and the materials provided herein are for informational purposes only and do not constitute any legal advice. No reader should rely on, act, or refrain from acting on the basis of any information contained in this notice and the materials provided herein without seeking their own legal or other professional advice. Perdue, Brandon, Fielder, Collins, & Mott. L.L.P. [DOES NOT WARRANT](#) the quality or completeness of the information provided herein.

## BID ANALYSIS

**Cause No.:** T-1028-10-I

**Legal Description:**

ACCT. NO. M3550-00-159-0005-00; LOT 5, REINA ALTURA SUBDIVISION, A SUBDIVISION IN THE CITY OF MERCEDES, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 13, PAGE 11, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

**Account No.:** M3550-00-159-0005-00  
**Estimated Tax Resale Costs:** \$3,893.00  
**Current Appraised Value Total:** \$30,600.00  
**Proposed Minimum Bid Amount:** **\$10,710.00**  
**Estimated Disbursement To Entities:** \$6,817.00

Entity Name	Judgment Amount Due Each Entity	Percentage To Be Received	Estimated Amount Received
Hidalgo County	\$6,132.53	16.8517%	\$1,148.78
South Texas Independent School District	\$477.15	1.3112%	\$89.38
Hidalgo County Drainage District # 01	\$707.88	1.9452%	\$132.60
South Texas College	\$1,631.45	4.4831%	\$305.61
City Of Mercedes	\$8,632.41	23.7212%	\$1,617.08
Mercedes Independent School District	\$15,388.89	42.2876%	\$2,882.74
City of Mercedes Mowing Liens	\$3,420.75	9.4000%	\$640.80
		0.0000%	\$0.00
	<b>\$36,391.06</b>	<b>100.0000%</b>	<b>\$6,817.00</b>

# Hidalgo CAD

2022

## Property

### Account

Property ID:	235337	Legal Description:	REINA ALTURA LOT 5
Geographic ID:	M3550-00-159-0005-00	Zoning:	
Type:	Real	Agent Code:	
Property Use Code:			
Property Use Description:			

### Location

Address:	1233 S WASHINGTON AVE MERCEDAS, TX	Mapsco:	
Neighborhood:	MERCEDAS ORIGINAL TOWNSITE	Map ID:	CMC VOL 13 PG 11
Neighborhood CD:	M355000		

### Owner

Name:	CITY OF MERCEDAS	Owner ID:	1100550
Mailing Address:	ATTN: PERDUE, BRANDON, FIELDER, COLLINS & MOTT PO BOX 2916 MCALLEN, TX 78502-2916	% Ownership:	100.0000000000%
		Exemptions:	EX-XV

## Values

(+) Improvement Homesite Value:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$0	
(+) Land Homesite Value:	+	\$0	
(+) Land Non-Homesite Value:	+	\$30,600	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$0	\$0
(+) Timber Market Valuation:	+	\$0	\$0
<hr/>			
(=) Market Value:	=	\$30,600	
(-) Ag or Timber Use Value Reduction:	-	\$0	
<hr/>			
(=) Appraised Value:	=	\$30,600	
(-) HS Cap:	-	\$0	
<hr/>			
(=) Assessed Value:	=	\$30,600	

## Taxing Jurisdiction

Owner: CITY OF MERCEDES

% Ownership: 100.000000000000%

Total Value: \$30,600

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax		
CAD	APPRAISAL DISTRICT	0.000000	\$30,600	\$0	\$0.00		
CMC	CITY OF MERCEDES	0.775000	\$30,600	\$0	\$0.00		
DR1	DRAINAGE DISTRICT #1	0.117900	\$30,600	\$0	\$0.00		
GHD	HIDALGO COUNTY	0.575000	\$30,600	\$0	\$0.00		
JCC	SOUTH TEXAS COLLEGE	0.161500	\$30,600	\$0	\$0.00		
SMC	MERCEDES ISD	1.345000	\$30,600	\$0	\$0.00		
SST	SOUTH TEXAS SCHOOL	0.049200	\$30,600	\$0	\$0.00		
Total Tax Rate:		3.023600					
Taxes w/Current Exemptions:					\$0.00		
Taxes w/o Exemptions:					\$925.22		

Improvement / Building

No improvements exist for this property.

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	L	LOT	0.2066	9000.00	60.00	150.00	\$30,600	\$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2023	N/A	N/A	N/A	N/A	N/A	N/A
2022	\$0	\$30,600	0	30,600	\$0	\$30,600
2021	\$0	\$30,600	0	30,600	\$0	\$30,600
2020	\$0	\$24,300	0	24,300	\$0	\$24,300
2019	\$0	\$24,300	0	24,300	\$0	\$24,300
2018	\$0	\$24,300	0	24,300	\$0	\$24,300
2017	\$0	\$24,300	0	24,300	\$0	\$24,300
2016	\$0	\$15,750	0	15,750	\$0	\$15,750
2015	\$0	\$15,750	0	15,750	\$0	\$15,750
2014	\$0	\$15,750	0	15,750	\$0	\$15,750
2013	\$6,944	\$14,400	0	21,344	\$0	\$21,344
2012	\$6,944	\$14,400	0	21,344	\$0	\$21,344
2011	\$6,944	\$14,400	0	21,344	\$0	\$21,344
2010	\$6,944	\$14,400	0	21,344	\$0	\$21,344
2009	\$7,222	\$15,750	0	22,972	\$0	\$22,972


Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
---	-----------	------	-------------	---------	---------	--------	------	-------------

1	2/28/2022	SHD	SHERIFF'S DEED	GONZALEZ SANTOS	CITY OF MERCEDES			3320846
2	6/15/1988	WD	WARRANTY DEED	GONZALEZ FRANCES	GONZALEZ SANTOS	2610	848	

Tax Due

Property Tax Information as of 10/11/2022

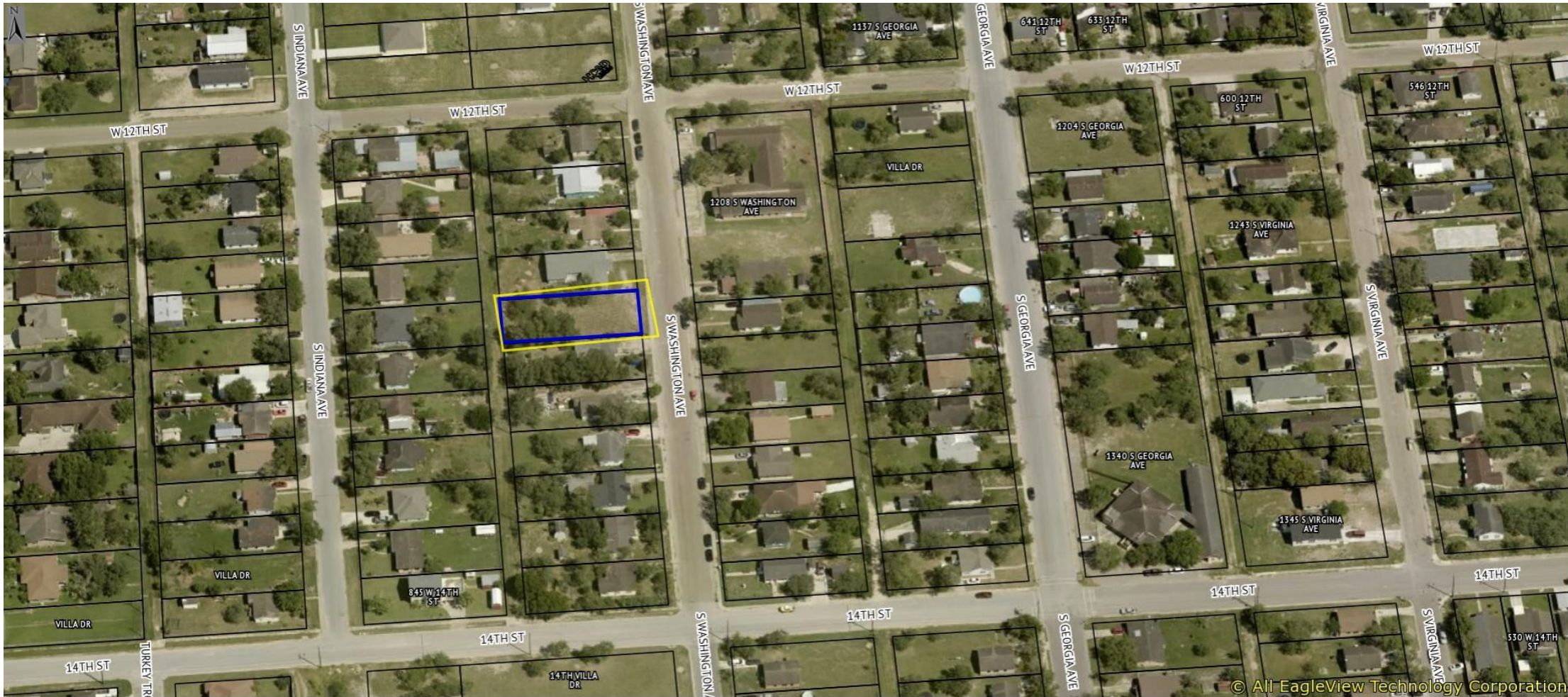
Amount Due if Paid on: 

Year	Taxing Jurisdiction	Taxable Value	Base Tax	Base Taxes Paid	Base Tax Due	Discount / Penalty & Interest	Attorney Fees	Amount Due
------	---------------------	---------------	----------	-----------------	--------------	-------------------------------	---------------	------------

NOTE: Penalty & Interest accrues every month on the unpaid tax and is added to the balance. Attorney fees may also increase your tax liability if not paid by July 1. If you plan to submit payment on a future date, make sure you enter the date and RECALCULATE to obtain the correct total amount due.



# T-1028-10-I





09/19/2022 10:58



## **Property No. 2**

**T-1291-12-G**

This notice and the materials provided herein are for informational purposes only and do not constitute any legal advice. No reader should rely on, act, or refrain from acting on the basis of any information contained in this notice and the materials provided herein without seeking their own legal or other professional advice. Perdue, Brandon, Fielder, Collins, & Mott. L.L.P. [DOES NOT WARRANT](#) the quality or completeness of the information provided herein.

## BID ANALYSIS

**Cause No.:** T-1291-12-G

**Legal Description:**

TRACT NO. 2:

ACCT. NO. M3400-02-000-0040-00; LOT 40, MELTON PARK ESTATES ADDITION, UNIT 2, AN ADDITION TO THE CITY OF MERCEDES, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 14, PAGE 36, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

**Account No.:** M3400-02-000-0040-00

**Estimated Tax Resale Costs:** \$2,863.60

**Current Appraised Value Total:** \$34,592.00

**Proposed Minimum Bid Amount:** **\$12,107.20**

**Estimated Disbursement To Entities:** \$9,243.60

Entity Name	Judgment Amount Due Each Entity	Percentage To Be Received	Estimated Amount Received
City Of Mercedes	\$5,351.94	34.6919%	\$3,206.78
Mercedes Independent School District	\$4,544.92	29.4607%	\$2,723.23
South Texas Independent School District	\$295.75	1.9171%	\$177.21
South Texas College	\$1,006.06	6.5214%	\$602.81
Hidalgo County	\$3,833.11	24.8466%	\$2,296.72
Hidalgo County Drainage District # 01	\$395.29	2.5623%	\$236.85
		0.0000%	\$0.00
		0.0000%	\$0.00
	<b>\$15,427.07</b>	<b>100.0000%</b>	<b>\$9,243.60</b>

# Hidalgo CAD

2022

## Property

### Account

Property ID:	233739	Legal Description:	MELTON PARK ESTATES UT 2 LOT 40
Geographic ID:	M3400-02-000-0040-00	Zoning:	RS
Type:	Real	Agent Code:	
Property Use Code:			
Property Use Description:			

### Location

Address:	241 E MELTON PARK DR MERCEDDES, TX	Mapsco:	
Neighborhood:	MELTON PARK ESTATES #1&2	Map ID:	CMC VOL 14 PG 36
Neighborhood CD:	M340001		

### Owner

Name:	MERCEDDES ISD	Owner ID:	1205799
Mailing Address:	PO BOX 2916 MCALLEN, TX 78502	% Ownership:	100.0000000000%
		Exemptions:	EX-XV

## Values

(+) Improvement Homesite Value:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$18,194	
(+) Land Homesite Value:	+	\$0	
(+) Land Non-Homesite Value:	+	\$16,398	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$0	\$0
(+) Timber Market Valuation:	+	\$0	\$0
-----			
(=) Market Value:	=	\$34,592	
(-) Ag or Timber Use Value Reduction:	-	\$0	
-----			
(=) Appraised Value:	=	\$34,592	
(-) HS Cap:	-	\$0	
-----			
(=) Assessed Value:	=	\$34,592	

## Taxing Jurisdiction

Owner: MERCEDDES ISD

% Ownership: 100.000000000000%

Total Value: \$34,592

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax		
CAD	APPRAISAL DISTRICT	0.000000	\$34,592	\$0	\$0.00		
CMC	CITY OF MERCEDES	0.775000	\$34,592	\$0	\$0.00		
DR1	DRAINAGE DISTRICT #1	0.117900	\$34,592	\$0	\$0.00		
GHD	HIDALGO COUNTY	0.575000	\$34,592	\$0	\$0.00		
JCC	SOUTH TEXAS COLLEGE	0.161500	\$34,592	\$0	\$0.00		
SMC	MERCEDES ISD	1.345000	\$34,592	\$0	\$0.00		
SST	SOUTH TEXAS SCHOOL	0.049200	\$34,592	\$0	\$0.00		
Total Tax Rate:		3.023600					
Taxes w/Current Exemptions:					\$0.00		
Taxes w/o Exemptions:					\$1,045.92		

Improvement / Building

Improvement #1: RESIDENTIAL State Code: A1 Living Area: 708.0 sqft Value: \$18,194

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
→ MA	MAIN AREA	WDLW - 2M	DWD	1981	708.0
→ STG	STORAGE	*		2007	20.0
→ POR	PORCH (COVERED)	*		1981	12.0

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	L	LOT	0.1537	6693.00	69.00	97.00	\$16,398	\$0

Roll Value History


Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2023	N/A	N/A	N/A	N/A	N/A	N/A
2022	\$18,194	\$16,398	0	34,592	\$0	\$34,592
2021	\$14,837	\$16,398	0	31,235	\$5,591	\$25,644
2020	\$11,903	\$16,398	0	28,301	\$4,988	\$23,313
2019	\$9,816	\$11,378	0	21,194	\$0	\$21,194
2018	\$9,816	\$11,378	0	21,194	\$0	\$21,194
2017	\$9,816	\$11,378	0	21,194	\$0	\$21,194
2016	\$9,571	\$11,378	0	20,949	\$0	\$20,949
2015	\$9,571	\$11,378	0	20,949	\$0	\$20,949
2014	\$11,025	\$11,378	0	22,403	\$0	\$22,403
2013	\$20,153	\$10,040	0	30,193	\$0	\$30,193
2012	\$20,153	\$10,040	0	30,193	\$0	\$30,193
2011	\$20,153	\$10,040	0	30,193	\$0	\$30,193
2010	\$24,582	\$11,378	0	35,960	\$0	\$35,960
2009	\$24,636	\$11,378	0	36,014	\$0	\$36,014

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	5/21/2021	SHD	SHERIFF'S DEED	NAVEJA CYNTHIA	MERCEDES ISD			3226376
2	3/5/1998	CONV	CONVERSION	SALINAS RAMIRO	NAVEJA CYNTHIA			659797
3	11/18/1997	CONV	CONVERSION	MCDUFFIE SHAWN L	SALINAS RAMIRO			637391

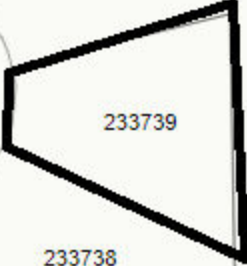
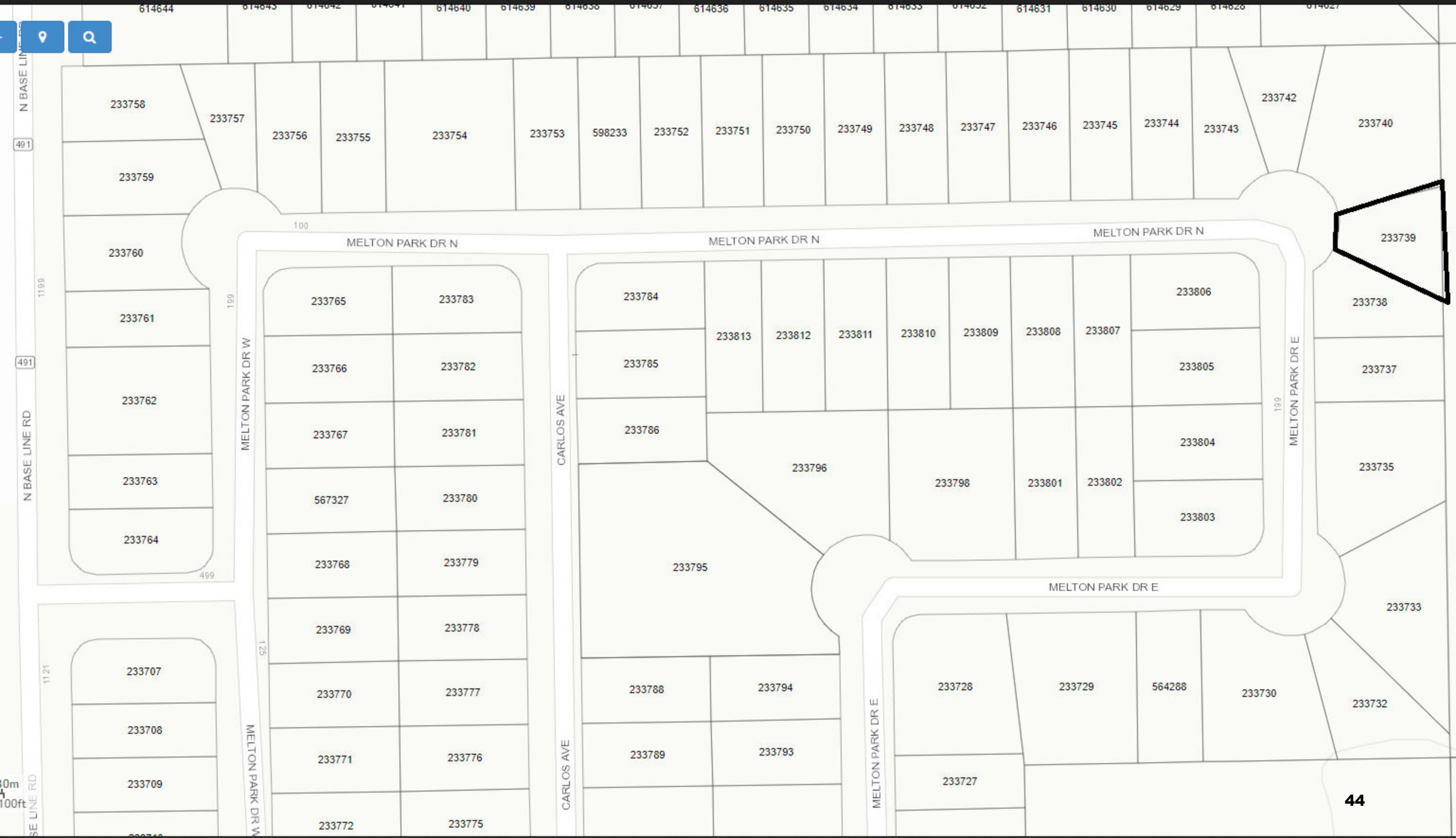
Tax Due

Property Tax Information as of 10/11/2022

Amount Due if Paid on: 

Year	Taxing Jurisdiction	Taxable Value	Base Tax	Base Taxes Paid	Base Tax Due	Discount / Penalty & Interest	Attorney Fees	Amount Due
------	---------------------	---------------	----------	-----------------	--------------	-------------------------------	---------------	------------

NOTE: Penalty & Interest accrues every month on the unpaid tax and is added to the balance. Attorney fees may also increase your tax liability if not paid by July 1. If you plan to submit payment on a future date, make sure you enter the date and RECALCULATE to obtain the correct total amount due.



# T-1291-12-G





**TAX FORECLOSURE**  
Cause # **F1291-12-G**  
For more information, please call (954) 631-4026  
**PERDUE, BRANDON, FIELDER,**  
**COLLINS & MOTT LLP**  
1000 Corporate Park Drive, Suite 200, Fort Lauderdale, FL 33304

09/19/2022 11:07

**ORDINANCE NO. 2022-26**

**AN ORDINANCE AMENDING ANIMAL CONTROL ORDINANCES 2018-19, 2013-12 AND 2015-04; PROVIDING FOR A PROPER DEFINITION SECTION; PROVIDING FOR ENFORCEMENT THEREOF; PROVIDING FOR LICENSING AND RABIES VACCINATION; PROVIDING FOR MICROCHIP IMPLANTATION AS OF A CERTAIN DATE; PROVIDING FOR PERMITS FOR ANIMAL ESTABLISHMENTS; PROVIDING FOR THE OWNERS' RESPONSIBILITY INCLUDING TETHERING AND CONFINEMENT; OUTLINING WHAT 'NUISANCES' ARE AS RELATED TO ANIMAL CONTROL; PROVIDING FOR HONORABLE DISPOSITION OF DEAD ANIMALS; REITERATING THAT ANIMAL CRUELTY IS UNLAWFUL; PROVIDING A PROTOCOL FOR ANIMAL BITES; PROVIDING FOR VICIOUS ANIMAL DECLARATION AND THE CONFINEMENT OF SAID VICIOUS ANIMALS; PROVIDING FOR IMPOUNDMENT OF ANIMALS; PROVIDING FOR FINES OF VIOLATIONS HEREOF; PROVIDING FOR A SEVERABILITY AND CUMULATIVE PROVISION; AND PROVIDING FOR THE PUBLICATION OF THIS ORDINANCE'S CAPTION**

**WHEREAS**, The City of Mercedes, Texas, is a Home Rule City that will, from time to time, assess and adopt ordinances for the orderly regulation of certain issues; and,

**WHEREAS**, The City of Mercedes has, over the years, adopted several versions of animal control regulations to better serve its citizens; and,

**WHEREAS**, The City has determined that the previous animal control ordinances are in need for re-assessment and enhancement to better serve its citizens.

**NOW THEREFORE, BE IT ORDAINED BY THE CITY OF MERCEDES, COUNTY OF HIDALGO, STATE OF TEXAS THAT THE FOLLOWING PROVISIONS SHALL HEREAFTER BE ADOPTED, ENFORCED, AND COMPLIED HEREAFTER:**

**Section I—Definitions**

Unless otherwise expressly stated, the following words, terms, and phrases, when used in this chapter, shall have the meanings ascribed to them in this section:

**Abandon** means to fail to adequately provide an animal with one (1) or more of the necessities of life, including but not limited to, air, food, potable water, sanitary conditions, shelter, protection from the heat, cold, or other environmental conditions, or under other circumstances that may cause bodily injury, serious bodily injury, or death of the animal, for twenty-four (24) or more hours, or to leave an animal in the care, custody, or control of another person without his or her consent.

**Abuse** means an act that continually causes an animal to be overloaded or forced to work or conduct itself in a manner unsuitable to its species, breed, condition, or health.

**Altered** means spayed or neutered.

**Animal** means all domesticated and undomesticated living creatures, except humans. This ordinance is generally directed for domesticated animals or pets, however, it may also be imposed to other undomesticated animals.

**Animal Control Officer** means a person designated by the City of Mercedes to receive reports of stray animals and pick-up such strays, investigate animal bite reports and general animal nuisance reports, and otherwise carry out the provisions of Texas law and municipal ordinances and policies relating to animal control.

**Animal establishment** means any pet shop, grooming shop, animal auction, performing animal exhibition, kennel, or animal shelter. This term shall not include veterinary medical facilities, licensed research facilities, facilities operated by government agencies, or licensed animal dealers.

**Animal Shelter** means any facility designated or recognized by the City of Mercedes for the purpose of impounding and caring for animals.

**At large** an animal shall be deemed to be at large when off the property of the owner or harbored and not under restraint or control. Nothing in this ordinance shall be construed to prohibit the owner of any animal from escorting such animal properly leashed to premises other than those of such owner for purposes of exercise, visitation, companionship, participation in shows and exhibitions, or treatment and care by a veterinarian or kennel for hire to the public; from transporting such animal in an automobile or other vehicle; or from training or exhibiting such animal without leash on private premises or public shows and exhibition premises, under conditions where such unleashed animals are otherwise restrained from leaving such premises.

**Cat** means a domestic feline of either sex, including one neutered or sterilized.

**City** means the City of Mercedes.

**City enforcement agent** means any designee of the city animal control officer, ~~any animal control~~ Code Enforcement officer, or law enforcement officer that is employed by the city.

**Chief of Police** means the head of the police department of the City of Mercedes or a designated representative.

**Conviction** means a conviction in a federal court or a court of any state or foreign nation or political subdivision of a state or foreign nation that has not been reversed, vacated, or pardoned. "Conviction" includes disposition of charges against a person by probation or deferred adjudication.

**Cruelty** means an overt act committed that harms or needlessly kills an animal or committed out of depraved indifference for the animal's wellbeing, including but not limited to torture, maiming, beating, or otherwise committing violence that causes injury or death.

**Dangerous Animal** is any dog or other animal which demonstrates a propensity to assault, bite, scratch or harass people or other animals without provocation.

**Dog** means a domestic canine of either sex, including one neutered or sterilized.

**Designee** means any person or entity authorized to exercise authority as assigned by the ~~Public Works Director~~ **City Manager**, which may include an animal control officer, Code Enforcement Officer, a police officer, a regional entity, and/or a licensed veterinarian.

**Elements** means the harsh forces of the weather such as wind, rain, heat, cold, ice, snow, etc.

**Enclosure** means a fence or structure suitable to fully prevent the escape of the animal.

**Euthanasia** means to put an animal to death in a humane manner.

**Exotic animal** means an animal of a non-domesticated species not commonly kept as a household pet. Exotic animals may or may not be native to the area and may or may not be governed by existing wildlife regulations.

**Extreme Weather** means Extreme events or occurrences of unusually severe weather or climate conditions that can cause devastating impacts on communities and agricultural and natural ecosystems. Weather-related extreme events are often short-lived and include heat waves, freezes, heavy downpours, tornadoes, tropical cyclones, floods and hurricanes.

**Fenced yard** means an area that is completely surrounded by a substantial fence of sufficient strength, height, construction, materials, and design as to prevent:

- (a) any animal confined within from escaping; or
- (b) the head of a dog confined within from extending over, under, or through the fence.

**Feral** means an animal that is wild, untamed, or has no ascertainable owner.

**Harboring** means the act of keeping and caring for an animal or of providing premises to which the animal returns for food, shelter or care. (Note: Feeding, caring and keeping animals for more than 3 days)

**Humane manner** means care of an animal including, but not limited to, adequate heat, ventilation, sanitary shelter, wholesome food, sufficient water, and regular personal contact consistent with normal caring requirements and feeding habits of the animal's size, species, and breed.

**Immediate** or **Immediately** means at once and without delay.

**Intact Animal** means an animal that has not been surgically sterilized.

**Kennel** means any person, group of persons, partnerships or corporation engaged in keeping five or more dogs, above the age of 6 months or older; or are in the business of boarding, breeding, buying, letting for hire, or the training of dogs above 6 months old for a fee, or the selling of any combination of pets; and of which the subject site meets one of the following criteria:

- (1) Any building, lot, yard, shed or other place in which five or more dogs, more than six months old, are kept;
- (2) (reserved)

NOTE: A kennel's confinement area for the 5 or more dogs (more than 6 months old) must be a minimum of 100' from the nearest residential structure on adjoining properties.

**Notice** means by personal service, certified mail (return receipt requested), or a written notice left at the

entrance to the premises where the animal is harbored.

**Notify and notification** unless otherwise stated in this chapter, a requirement to notify the department, means to contact the department at 959-565-6147 and speak with an employee of the department or leave a voicemail. Notification shall be made immediately, but only as soon as can be done so safely. **The Mercedes Police Department may be contacted after the hours of 5:00 P.M, weekends, and holidays.**

**Neglect** means an act involving failure to provide for animal health or safety, including but not limited to provide adequate food, water, shelter, exercise, or necessary veterinary care or failure to adequately confine an animal in an un-congested manner appropriate to its species, breed, age, and condition.

**Nuisance** means an animal that damages, soils, defiles, or defecates on private property other than the owner's or on public walks and recreation areas unless such waste is immediately removed and properly disposed of by the owner; causes unsanitary, dangerous, or offensive conditions to surrounding properties; causes a disturbance by excessive barking or other noise-making; or chases vehicles or molests, attacks, or interferes with persons or other domestic animals on public or private property.

**Livestock and Domestic Fowl** means all cattle, cows, calves, bulls, horses, donkeys, mules, sheep, swine, rabbit, and goats of every class, whatever, or the young of any such animal. The term domestic fowl shall include all chickens, ducks, turkeys, geese, pigeons, guineas, and parakeets, of every class whatever, and the young of any such fowl.

**Owner** means a person having the right of custody, legal or apparent, of an animal who keeps or harbors an animal or knowingly permits an animal to remain on or about any premises occupied by that person.

**Properly fitted** means, with respect to a collar or harness, a collar or harness that is appropriately sized for the dog based on the dog's measurements and body weight; does not choke the dog or impede the dog's normal breathing or swallowing; and does not cause pain or injury to the dog.

**Restrain** means to control an animal by physical means.

**Restraint** means a chain, rope, tether, leash, cable or other device that attaches a dog to a stationary object or trolley system.

**Stray** means any animal for which there is no identifiable owner or keeper.

**Tethering** means to tie (an animal) with a rope or chain so as to restrict its movement.

**Unlawful Restraint** – A person who owns or has custody or control of a dog and who uses a chain, rope, tether, leash, cable, or other device that attaches a dog to a stationary object or trolley system shall comply with Chapter 821, Subchapter D, Section 821.076 through 821.081 of the Texas Health and Safety Code, as amended. Dogs must have a properly fitted collar and restraint system as required by Subchapter D, Chapter 821 of the Texas Health and Safety Code.

**Vaccinated** means properly injected with a rabies vaccine licensed for use in that species by the United States of Agriculture, and administered by a veterinarian licensed to practice in the State of Texas.

**Vicious** means an animal that without justification attacks a person or domestic animal causing physical injury or death or that behaves in a manner that a reasonable person would believe poses an imminent

threat of serious injury or death to one or more persons or domestic animals.

**Wild animal** includes all species of animals which exist in a natural unconfined state and are usually not considered domesticated.

## **Section 2—Enforcement, Seizures, and Penalties**

- (a) The Public Works Director or his/her designee(s) is hereby granted the authority to carry out the function of, and to enforce the provisions of this Ordinance, (NOTE: Animal Control personnel is under the Public Works Department)
- (b) Unless otherwise provided in this section, the Public Works Director or his/her designee(s), inclusive of the Code Enforcement Officer, are authorized to issue a citation to any owner, lessee, or occupant of any premises within the City limits for a violation of these regulations. The citation issued shall state the alleged violation, the date of the violation, and the section of this ordinance allegedly violated.
- (c) Any person who shall violate any provision of this chapter may be issued a notice to appear or summons to appear for such violation, and upon conviction, the person shall be deemed guilty of a misdemeanor and punished in accordance with Section 16 of the Ordinance.
- (d) City enforcement agents are authorized to seek a warrant or order from a court of competent jurisdiction to enforce this chapter, pursuant to all applicable local, state, and federal laws
- (e) City enforcement agents shall have the power to search, seize, and impound an animal with a warrant or court order under one or more of the following conditions:
  - (1) when the city enforcement agent has probable cause to believe that the animal creates a nuisance as described in Section 1 of this ordinance;
  - (2) when the city enforcement agent has probable cause to believe that the animal has been abandoned or is being treated inhumanely as described in this ~~chapter~~ **section**;
  - (3) when the city enforcement agent has probable cause to believe that the animal has rabies or has been exposed to rabies;
  - (4) when the city enforcement agent has probable cause to believe that the animal is not being quarantined for rabies observation under appropriate conditions as defined in this ~~chapter~~ **section**;
  - (5) when the city enforcement agent has probable cause to believe that the animal meets the definition of a dangerous animal as defined in ~~this chapter~~ **section 1**; or
  - (6) when the city enforcement agent has probable cause to believe that the animal is being possessed or harbored in violation of this ~~chapter~~ **section**;
- (f) City enforcement agents shall have the power to search, seize and impound an animal without a warrant or court order, with probable cause under the following conditions:
  - (1) on public property, in all cases;
  - (2) on private property, if:
    - (a) the consent of the resident or property owner, or someone with apparent authority to

consent, is obtained **in writing**: or

- (b) exigent circumstances exist, the city enforcement agent reasonably believes that there is imminent danger of serious bodily injury or death to a human being, another animal, or the animal in question, and there is insufficient time to obtain a warrant.

(3) upon the request of a peace officer if the owner is not available and there is no one ~~seventeen~~ **eighteen (18)** ~~(17)~~ years of age or older to accept responsibility for the animal.

(g) the city enforcement agent is authorized to use necessary force, including but not limited to breaking a vehicle's window, to make lawful seizures of animals pursuant to this ~~chapter~~ **section**, subject to all local, state, and federal laws and court orders.

### **Section 3—Licensing and Rabies Vaccination**

- (a) All dogs and cats over the age of ~~16 weeks~~ **6 months** must be individually licensed unless they are:
  - 1. Residents of the jurisdiction for less than ~~60~~ **30** days;
  - 2. Residents of a veterinary clinic, animal shelter or impoundment facility; or
  - 3. Residents of a licensed kennel.
- (b) No license shall be issued under this Ordinance unless the application is accompanied by a certificate from a veterinarian licensed to practice in any State or territory of the United States in accordance with the most prevailing Compendium of Animal Rabies Prevention and Control.
- (c) Cat and dog licenses shall be issued by the Public Works Director or designee upon compliance with the requirements of this ~~Code~~ **Ordinance** and payment of the required fee **of \$30**, regardless if the dog or cat is altered or un-altered.
- (d) The licensing period shall be for ~~3~~ **1** year. License renewals may be applied for within ~~60~~ **30** days prior to the expiration date. New residents must apply for a license within 30 days of establishing residence. **Renewal fee will be \$30 per year.**
- (e) License fees shall be waived for dogs serving the blind or deaf; or trained dogs that are government-owned used for law enforcement purposes **with proper licensing for service dog**. All other licensing provisions shall apply.
- (f) **Upon acceptance of the license application and fee, the Public Works Director or his/her designee shall issue a durable license tag including an identifying number and year of the issuance. Both rabies and license tags must be attached to the collar of the dog or cat. Tags must be worn at all times and are not transferable. ~~Designated facilities may be entitled to a processing fee of \$5 per licensed issued.~~**
- (g) In any prosecution under this Code it shall be presumed that at the time of the alleged offense an animal was not currently vaccinated, and that no valid license had been issued for the animal, unless it was wearing a valid license tag issued pursuant to this section.

- (h) In addition to the licensing and tag requirements above, all dogs over the age of six months must be implanted with an identifying microchip which magnifies the ability to find the owner of record and the animal's place of residency should it have strayed without a tag. If an owner who offers any dog over the age of 6 months for sale, trade, or adoption, he/she must provide the microchip identification number in writing and the valid dog license number at the time of the sale, trade, or adoption. It is further declared that if an impounded dog is discovered not to have the microchip identification, the owner shall also have the animal implanted with a microchip by a veterinarian selected by the owner. The owner shall pay the cost of the city transporting the animal to the selected veterinarian for the implantation and, when written certification that the implant has occurred and all associated fees and expenses are paid, the animal shall then be released to the owner. If adoption is being considered for a dog of at least 6 months old, the identifying microchip device should be included in the cost of such adoption. This microchip regulation shall commence to be imposed on January 1, 2019 and thereafter Upon approval of this ordinance.

#### Section 4— Business Permits

- (a) No person shall operate an animal establishment, inclusive of a kennel or a pet shop, without first obtaining a Business Permit in compliance with this section and all other applicable ordinances, inclusive of the prevailing Zoning Ordinance.
- (b) The Business Permit period shall begin with the first day of the fiscal year and shall run for one year. Renewal application for permit may be made within 60 days prior to the expiration date. Application for a permit to establish a new breeding animal establishment may be made at any time.
- (c) The annual Business Permit shall be issued upon payment of the applicable fee: See Fee Chart.
1. For each kennel authorized to harbor a maximum of 6 dogs or cats-~~\$50~~ \$75
  2. For each kennel authorized to harbor between 7-12 dogs or cats- ~~\$100~~ \$125
  3. For each kennel authorized to harbor 13 or more dogs or cats - ~~\$150~~ \$175
  4. For each pet shop-~~\$50~~ \$75
  5. For other animal establishments-~~\$50~~ \$75
- (d) Every facility regulated by this ordinance shall be considered a separate enterprise requiring an individual Business Permit.
- (e) The City of Mercedes may revoke any Business Permit or license if the person holding the permit or license refuses or fails to comply with this ordinance, the regulations promulgated by the State of Texas, or any other law governing the protection and safe-keeping of animals.
- (f) If an applicant is shown to have withheld or falsified any material information on the application, the City may refuse to issue the Business Permit, or may revoke said Business Permit or license.
- (g) It shall be a condition of issuance of any permit for an animal establishment that the City Enforcement Agent of Mercedes shall be permitted to inspect any and all animals and the

premises where such animals are kept during reasonable and normal business hours. Where a permit is revoked for any cause of pending appeal of any such action, the City **Enforcement Agent of Mercedes** shall have the power of entry on the premises and into all areas where animals are being kept. A person denied a permit may not re-apply for a period of at least 30 days. Each re-application shall disclose any previous denial or revocation, and shall be accompanied by the typical filing fee.

- (h) No Business Permit shall be issued for the 'Sale of Animals' if the proposed site of such sale is on a roadside or any other outdoor or un-enclosed location.
- (i) Any animal establishment shall be kept and maintained in a clean manner, free from odors detectable at or near neighboring property.
- (j) Exemption may be considered to subsection (h) hereof if the sale of the offspring of an owner's pet takes place on the owner's premises, and there is compliance with any other applicable ordinances.

## **Section 5 — Owners' Responsibility**

- (a) It shall be unlawful to allow any animal to run at large within the City. The Public Works Director or designee is hereby granted the authority to pick up and cause to be impounded any animal found running at large in the City. The impoundment notice and hearing procedures of this **Ordinance Code** shall apply in the case of any such animal.
- (b) Dogs must be securely confined, leashed, or under the control of a competent person at all times. See Section 6 of this **Ordinance Code**.
- (c) Cats are not required to be leashed. Owners are responsible for the behavior of their cats so that they do not become a nuisance. Any owner of a cat that is allowed to be unleashed is liable for any damages or nuisance caused by such cat. Upon a finding by the court that a particular cat is a nuisance or causes damages, the court may remove the privilege of allowing a particular cat to be unleashed or physically unrestrained.
- (d) A cat that is allowed to run at large by the owner must be surgically altered, must have a license and identification tag with the owner's name and correct phone number listed on the tag, and must not become a nuisance in the city. A cat owner who follows these guidelines shall be responsible for any damage caused by such cat. A cat that causes nuisance problems or damages away from the owner's property shall be restricted to its owner's private property.
- (e) No **animal dog-or-cat** shall be allowed to cause a nuisance. The owner of every **animal dog-or-cat** shall be held responsible for every behavior, nuisance-like or otherwise, of such **animal dog-or-cat** under the provisions of this **Ordinance Code**.
- (f) Generally. No owner shall fail to provide his animal with good wholesome food and water, proper shelter and protection from the elements (cold, heat, rain and storm advisories), veterinary care when needed to prevent suffering, and humane care and treatment. A resident, tenant, and/or owner shall have the right to keep, harbor, pen, and/or oversee a maximum of 4 dogs over the age of 6 months old; it is thus prohibited for said resident, tenant, and/or owner to have 5 or more

dogs on their premises unless it is a licensed 'kennel' meeting the distance requirement to area residential structures, as defined herein. Any owner of an animal shall maintain a clean and healthful shelter and living area for any animal being kept, which area shall be free of accumulated waste, debris, pests, fleas, and ticks so that the animal shall be free to walk or lie down without coming in contact with such waste, debris, or pests. All such shelters or living areas must be cleaned and maintained regularly so as to promote proper health for the animals being kept. The City **Enforcement Agent** ~~of Mercedes~~ shall have the inherent right to inspect such premises.

- (g) No owner shall abandon any animal. Abandonment consists of leaving such animal for a period in excess of 24 hours without providing for someone to feed, water and check the animal's condition. No owner shall leave an animal by a roadside or other similar area; or leave such animal on either public or private property without the property owner's consent and agreement to care for the animal. If an animal is found so abandoned, such animal may be taken by the City designee and impounded in a designated facility, animal shelter, or other facility such as the Humane Society; and there confined in a humane manner. Such animal, if taken from private property, shall be kept for not less than 72 hours in accordance with the procedures set forth by state laws. If the animal is so abandoned, the owner or the person who has been charged with the animal's care shall be subject to a citation for violation of this section.

## **Section 6 — Animals Kept on Premises, Tethering and Confinement**

- (a) Except in licensed kennels meeting the minimum 100' separation requirement to residential structures on adjoining properties, the maximum number of dogs kept on residentially used premises shall not exceed 4 after attaining the age 6 months or older. Also, one single litter of puppies, aged from birth through 6 months, may be permitted to remain at which time the owner will have to comply with Section 5 (f) of this Code.
- (b) Fences for all dogs must be of sufficient height, strength, and structurally sound repair to safely contain the dogs on the premises and prevent children from entering the yard or enclosure. Fences to confine dogs adjudicated as 'vicious' must adhere to additional safety requirements as specified in this Code.
- (c) A dog may be tethered only in full compliance with the provision of this section.
1. No person shall tether a dog using any device that is directly attached to its neck, but instead via a tying device attached to a properly fitted collar or harness made of leather or nylon, and not be of the choker type. This regulation does not prohibit the *proper* use of a choker collar in the *training* of dogs;
  2. Dogs cannot be tethered as a primary method of confinement. Tethers can be used as a secondary control within an area fenced to prevent children from entering the yard or enclosure;
  3. Using a collar exceeding one and a half inches wide for any dog weighing less than 60

pounds, or using a collar exceeding 2 inches for dogs weighing 60 pounds or more;

4. Except by using a tying device at least 10 feet in length or five times the dog's length, whichever is longer, with a swivel device on the anchor and collar to prevent tangling, and made of 3/16" links of a minimum grade 30 with load limits of 800 pounds for animals that weigh between 30 and 80 pounds, and 1/2" links of a minimum grade 30 with a load limit of 1,500 pounds for animals that weigh from 80 pounds or greater;
  5. A dog may be tethered using a device that weighs more than 1/8 of the dog's body weight;
  6. A dog may not be kept tethered onto any lamppost, light pole, or other similar improvement because such will allow the un-accompanied animal to go into, upon or over any sidewalk, alley, street, or any property not belonging to the dog's owner;
  7. A dog may be tethered on its owner's property for no more than 8 hours per day, but only if it has access to water and shelter from the elements at all times; and the owner, keeper or authorized person is on the premises or within its view and a reasonable distance therefrom; a dog may not be tethered at any time during a heat advisory; or
  8. A dog may be tethered anywhere other than its owner's property for more than 10 minutes, but only if it is in a safe place and the owner, keeper or authorized person, is never out of sight of the dog or more than 50 feet away.
  9. A person who owns or has custody or control of a dog may not leave a dog outside and unattended by use of a chain, rope, tether, leash, cable, or other device that attaches a dog to a stationary object or trolley system that: unreasonably limits the dog's movement: between the hours of 10:00 P.M and 6:00 A.M.; or is located within five hundred (500) feet of a school; or occurs during extreme weather conditions as defined in Subchapter D, Chapter 821 of the Texas Health and Safety Code.
- (d) The premises upon which animals are kept, whether indoors or outdoors, shall be maintained in a secure, clean and sanitary condition.
- (e) No person shall transport or carry on any public roadway any animals in a motor vehicle unless the animal is safely enclosed within the vehicle, and if traveling in an unenclosed vehicle (including but not limited to convertibles, pick-up trucks, jeeps, and flatbed trucks), the animal shall be confined by a vented container or cage, or by chain, rope or other device cross-tied to prevent the animal from falling or jumping from the motor vehicle or from strangling on a single leash.
- (f) Any failure to comply with this section may result in confiscation of the dog, and citation(s) being issued against the person in charge of said dog.

## Section 7— Nuisances

- (a) Nuisances include but are not limited to frequent running at large, excessive noise, soiling of public property and of private property not owned or rented by the pet owner, and noxious odors

or unsanitary conditions caused by failure to clean the dog's resident property.

- (b) Dogs must be prevented from causing a nuisance by barking, howling, or yelping in a habitual, consistent, or persistent manner that continually disturbs the peace of the neighborhood.
- (c) Owners must immediately remove feces deposited by their dogs on public property, public and private right-of-way's, and private property not owned or rented by the animal owner; furthermore, owners or the person in charge of such dogs shall remove within a reasonable time such feces from their own properties (whether owned or rented) should the feces/urine induce an odor issue that is offensive to the normal senses of adjoining private residents, and as confirmed by the investigating Animal Control Officer, Code Enforcement Officer, or Health Officer.
- (d) The Animal Control Officer, or Code Enforcement Officer, shall investigate each complaint and may issue a citation to anyone found violating this section.
- (e) Dog owners who repeatedly violate nuisance laws will be subject to increased fines and to requirements that they provide a remedy for the offending behavior or activity. If the violation involves lack of sanitation on the subject property, Health Officials may also make periodic visits to assure that sanitation is maintained. If an extreme unhealthy issue is clearly evident, in addition to citations being issued, the Health Official may recommend to the Municipal Court Judge at a called hearing that the animals should be removed from the property, either by the owner or through an order of confiscation to thus take firm measures to restore a healthy environment.

## **Section 8 —Dead Animals**

- (a) The City shall provide, by contract or otherwise, for the removal and disposition of animal carcasses from the streets, avenues, alleys and other public places of the City.
- (b) It shall be unlawful for any person to throw or place any dead or injured animal or fowl or related body part, in or upon any public place within or belonging to the City, the County of Hidalgo, the State of Texas, or any property belonging to an irrigation district.
- (c) It shall be unlawful for any person to bury or cause to be buried within the City any dead animal, except as provided herein. Any person having in the person's possession or upon their premises any dead animal shall immediately dispose of the animal in any one of the following manners:
  - 1. Removal from the City for appropriate disposition;
  - 2. Cremation at a licensed facility;
  - 3. Disposal at a site or facility certified to accept putrescible wastes; or
  - 4. Burial on the person's private property at a depth greater than two feet (2') below ground level.

## **Section 9 -- Unlawful Restraint of a Dog**

- a) An owner may not leave a dog outside and unattended by use of a restraint unless the owner provides the dog access to:
  - 1. adequate shelter;

2. an area that allows the dog to avoid standing water and exposure to excessive animal waste;
  3. shade from direct sunlight; and
  4. potable water
- b) An owner may not restrain a dog outside and unattended by use of a restraint that;
1. is a chain;
  2. has weights attached;
  3. is shorter in length than the greater of:
    - (A) five times the length of the dog, as measured from the tip of the dog's nose to the base of the dog's tail; or
    - (B) 10 feet; or
  4. is attached to a collar or harness not properly fitted.
- c) A person commits an offense if the person knowingly violates this section. The restraint of each dog that is in violation is a separate offense.

## **Section 10 — Animal Cruelty**

- (a) It is unlawful for anyone to beat, cruelty ill-treat, torment, overload, overwork or otherwise abuse an animal, or cause, instigate or permit any dogfight, cockfight, bullfight or other combat between animals or between animals and humans.
- (b) It is unlawful to breed or train an animal for fighting with any other animal.
- (c) Having charge, custody, or possession of any animal or fowl, either as owner or otherwise, and unjustifiably fail to provide it with proper food, proper drink, proper shelter, proper veterinary care, and/or with humane care and treatment constitutes animal cruelty.
- (d) No person shall leave any animal in any standing or parked vehicle in such a way as to intentionally, knowingly, recklessly, or with criminal negligence endanger the animal's health or safety. Any Animal Control Officer or Police Officer is hereby authorized to use reasonable force, including the breaking of a window, if the animal's health or life is at risk where after said animal shall be impounded. The attending city's official shall then leave a notice on the vehicle bearing the name of the officer removing the animal, a telephone number where he/she can be contacted, and the location where the animal may be claimed by the owner. It is declared that any person violating this section shall reimburse the City for the full cost and expense incurred by the city in the care, medical treatment, and impoundment of the animal, including the removal from a vehicle before regaining possession of the animal.
- (e) This section is not intended to contravene the provisions for animal cruelty contained in the Texas Penal Code.
- (f) No method of slaughtering or handling in connection with slaughtering shall be deemed to comply with the public policy of the United States unless it is humane. In the case of cattle, calves, horses,

mules, sheep, swine, and other livestock, all animals are rendered insensible to pain by a single blow, or an electrical, chemical, or other means that is rapid and effective, before being shackled, hoisted, thrown, cast, or cut; or

- (g) Any failure to comply with this section may result in confiscation of the animal with citation(s) being issued against the person(s) found to be in (alleged) violation of this Code.

## **Section 11 — Prohibited Animals; Distance Requirements**

- (a) It shall be unlawful to keep any wild animals inside the City limits unless it is permitted through a bona fide circus for a temporary stay.
- (b) It shall be unlawful to release or to allow any wild or vicious animal to be running at large and unrestrained.
- (c) It shall be unlawful for any person to raise, keep, pen or harbor any livestock or domestic fowl upon any premises within **150- 200 feet** from any residential property, measured to the nearest property line of such residence (other than that of the occupant of the premises where the same are kept); or within 200' from any hotel, church, school, nursing home, daycare, or similar facility, within the corporate limits, as measured to said structural improvements where people occupy said structures or its auxiliary buildings. This section shall not apply to the raising of livestock temporarily harbored pursuant to an exhibit or exposition held within the City, but where such harboring shall mandate the approval of the Code Enforcement Officer and the City's Health Official to assess containment, distance to surrounding residents, health control measures, and any historical evidence of previous compliance of sanitary management practices.
- (d) All livestock or domestic fowl shall be kept in suitable sanitary pens or enclosures, which shall be cleaned daily, and daily disinfected and sprayed with insecticides and kept in such a manner as not to become unsanitary offensive or disagreeable to persons of ordinary sensibilities residing in the vicinity thereof. The livestock or domestic fowl shall not be kept or maintained so as to breed flies or in any manner cause any injury to the health of the public or any person residing in the vicinity of said pen or enclosure.
- (e) No person shall import, transport or release or cause to release within City Limits any live animal, gamete, viable egg or hybrid of any species listed as invasive to the area by the U.S. Fish and Wildlife Service or the Texas Parks and Wildlife agencies, except by authorized permit for responsible zoological, educational, medical or scientific purposes.

## **Section 12 —Animal Bites**

- (a) Any wild animal which has bitten a person should be caught and euthanized, and the brain immediately submitted to a qualified laboratory for rabies examination. Rodents, rabbits, birds, and reptiles are not considered to be transmitters of the rabies virus and should not be submitted for laboratory examination for rabies.

- (b) Any dog or cat which has bitten a person shall be quarantined for observation of rabies for a period of no less than ten (10) days from the date of the bite. The procedure and place of observation shall be designated by the investigating officer or responsible agency. Such confinement shall be at the expense of the owner. Stray dogs or cats whose owners cannot be located shall be confined in the animal shelter. The owner of any dog or cat which has been reported to have inflicted a bite on a person shall, on demand, produce the dog or cat for impoundment, as prescribed in this section. Refusal to produce the dog or cat constitutes a violation of this section, and each day of such refusal shall constitute a separate and individual violation.
- (c) A dog declared 'vicious' which has bitten a person shall be quarantined for observation of rabies for a period of no less than ten (10) days from the date of the bite. The fee will be required for release of the 'vicious' dog. No dog that has been declared 'vicious' must have more than two (2) violations of this chapter. The dog will be euthanized in a humane manner.
- (d) An animal control officer or Code Enforcement Officer is empowered to issue a citation to the owner of a dog or cat which has bitten a person as described in the fee chart below. ~~or for a violation of this section.~~

### **Section 13—Vicious Animal Declaration**

- (a) An animal that may be suspected of being 'vicious' may be investigated by the Public Works Director or his/her designee. Upon such investigation, if the City finds that the animal's behavior and instinct is said to be 'vicious', said animal shall be so classified.
- (b) No animal may be declared 'vicious' for injury or damage sustained by a person who was committing a willful trespass or other tort upon the premises of the animal's owner.
- (c) No animal may be declared vicious for injury or damages sustained by a person who was teasing, tormenting, abusing, or assaulting the animal.
- (d) No animal may be declared 'vicious' for injury or damages sustained If the dog was defending or protecting its owner from unjustified attack or assault, or was protecting or defending its young or other animals from harm or attack.
- (e) No dog shall be deemed 'vicious' simply by its breed.
- (f) Within 5 days of declaring an animal 'vicious', the Public Works Director or designee shall notify the animal's owner in writing of the declaration by personal service. In the alternative, service may be by certified mail or by posting on the animal owner's property. The notice shall:
- a. Identify the requirements and conditions for maintaining a 'vicious' animal as set forth in Section ~~13~~ 14 of this Code; and
  - b. Order the owner to immediately comply with the confinement and other requirements of Sections 5 & 6, and advise the owner of his/her right to a hearing under this Section.
- (g) The owner of an animal declared 'vicious' shall have the right, within 5 days after service of the notice, to personally serve upon the Public Works Director, designee or ~~any police officer~~ the municipal court clerk a written request for a hearing to contest the 'vicious' animal declaration.

The City's recipient shall then file the hearing request with the Municipal Court where after a hearing shall be held within a reasonable time therefrom.

- (f) The hearing under this section shall be before a Municipal Judge of the City and shall be formal, and strict rules of evidence shall apply. The owner may be represented by counsel, present oral and written evidence, and cross examine witnesses.
- (g) At the hearing, all interested persons shall be given the opportunity to present evidence of the issue of the dog's alleged viciousness. Criteria to be considered in a hearing required herein may include but not be limited to:
  - 1. Provocation
  - 2. Observable behavior of the dog;
  - 3. Site and circumstances of the incident; and
  - 4. Statements from interested parties and/or witnesses.
- (h) The Municipal Judge shall issue a decision within two business days after the close of the hearing under this section and shall notify the owner in writing of the decision.
- (i) The Municipal Judge may uphold the 'vicious' animal declaration, in which event the owner shall comply with all of the requirements and conditions for keeping a 'vicious' animal as set forth in Section ~~13~~ 14.
- (j) The decision by the Municipal Judge shall be final.
- (k) The owner will be responsible for payment of all boarding costs and other fees as may be required to humanely and safely keep the dog at the animal shelter through the appeals process.
- (l) It shall be unlawful by the owner or keeper of a deemed 'vicious' dog to not fully comply with the confinement provisions for such dogs, as regulated in this Code.

## **Section 14 — Requirements for Keeping a Vicious Animal**

- (a) The owner of 'vicious' animal shall be subject to the following requirements:
  - 1. Confinement. All 'vicious' animals shall be securely confined upon the premises of the owner indoors or outdoors in an enclosed and locked kennel. Confinement shall comply with the provisions of Sections 5 & 6.
  - 2. A dangerous dog may be off the owner's premises or out of its enclosure only if it is muzzled and restrained by a substantial chain or leash having a minimum tensile strength of three hundred (300) pounds, and not exceeding four (4) feet in length, attached to a leather or nylon collar or harness (not a choke chain). The muzzle must be made in a manner that will not cause injury to the dog or interfere with its vision or respiration, but must prevent it from biting any person or animal. No person under the age of eighteen (18) shall be in charge or control of a 'vicious' dog. No person physically incapable of restraining or controlling a 'vicious' dog, either due to weight or strength of the dog, shall

be in charge or control of such a dog.

3. The owner shall prominently display a sign on his premises at all entry points warning that there is a 'vicious' dog on the property, as well as on any fenced enclosure, no more than thirty (30) feet apart, and at each normal point of ingress and egress. These signs shall bear the words "Beware of Dog" or "Dangerous Dog" in letters at least three and one-half (3 ½ ) inches high, and shall be so placed as to be readily visible to any person approaching the enclosure. If such required signs are eroded due to sun exposure or weather conditions, such signs must be immediately replaced.
4. The Municipal Court Judge, in his/her discretion during a related hearing to preserve the safety of the general public, may require a 'vicious' dog to be spayed or neutered.
5. The Animal Control Officer or Code Enforcement Officer, in their discretion, shall have the authority to make whatever inspections are deemed necessary to ensure that the provisions recited herein are fully complied with.
6. Prior to a 'vicious' dog being sold or given away, the owner shall provide the name, address, and phone number of the new owner to the Public Works Director. Each owner shall execute a document acknowledging that said owner is aware of the 'vicious' dog classification, and that said owner shall comply with the requirements of this Code.
7. An owner of a 'vicious' dog shall have the option to have said dog humanely euthanized at his expense by the animal shelter or licensed veterinarian if said owner is unable to comply with the requirements cited herein.
8. The owner of a 'vicious' dog shall present to the Public Works Director or designee proof that the owner has procured liability insurance or a surety bond in the amount of not less than one hundred thousand dollars (\$100,000.00) covering each dog so declared for any damage or injury that may be caused by each such 'vicious' dog. The liability insurance policy or surety bond shall contain a provision requiring that the Public Works Director be notified immediately by the agent issuing the policy or bond, or by the company issuing the policy or bond, in the event the insurance policy or bond is canceled, terminated, or is about to expire. The liability insurance, or surety bond, shall be obtained prior to the issuing of a permit to keep a 'vicious' dog, and proof of coverage shall be required each year for renewal of the license to keep a 'vicious' dog.

## **Section 15 — Impoundment**

- (a) Animals owned or harbored in violation of this Code or state law shall be taken into custody by an Animal Control Officer or other designated official and impounded. Stray animals shall be similarly impounded.
- (b) It shall be unlawful for any person to remove any impounded animal from the animal facility without the consent of the Animal Control Officer or designated official or agency.

- (c) If the owner of an impounded animal is known, immediate notice shall be given to him/her. Any impounded animal may be redeemed upon payment of fines, license fee where applicable, care and feeding charges, veterinary charges, rabies vaccination charges and such other costs as set by the City Commission of the City of Mercedes.
- (d) If such animal is not redeemed within three days, it shall be deemed abandoned and may be placed for adoption subject to payment of the license fee where applicable, impoundment fee, care and feeding charges, veterinary charges, rabies vaccination charges where applicable, and such other costs as set forth by the City Commission; if such animal is not redeemed, it may be humanely euthanized according to facility's protocol.
- (e) If the animal is to be available for adoption, an adoption fee of \$25 shall be assessed at the time. No dog or cat shall be released for adoption as a pet without being neutered. Reasonable vaccination fees, licensing fees, and veterinary costs may be assessed during the course of adoption.
- (f) The Public Works Director or designee may order the impoundment for destruction of an animal only when the animal:
  - 1. Has attacked, bitten or injured a human being or domestic animal and the circumstances indicate that there is a probability of additional similar conduct by such animal.
  - 2. Has been declared a 'vicious' animal pursuant to Section 10, and the owner, if any is ascertainable, has failed to comply with the requirements and conditions for keeping a vicious animal as provided in Section 13.
  - 3. Poses a threat of serious harm to the public's health or safety.
- (g) The Public Works Director may accept a dog or cat voluntarily forfeited from the confirmed owner for humane disposal whereby a fee of \$150 will be paid for such service.
- (h) Any animal impounded for destruction under the provision of this section may be claimed by its owner only with an order issued by the Municipal Court after a hearing pursuant to this section and in compliance with any conditions and applicable fees of such an order.
- (i) The impoundment of dogs and cats which have inflicted bites on humans shall be for a period often days for observation and shall not be released until a licensed veterinarian has declared the animal to be free of rabies.
- (j) If a dog or cat dies during the observation period, the Public Works Director shall cause the dog's or cat's remains submitted for rabies testing.
- (k) Any impounded animal on observation may be redeemed after the observation period has ended and upon payment of the license fee where applicable, care and feeding charges, veterinary charges, rabies vaccination charges, and other costs as set by the City Commission of the City of Mercedes. If such animal is not redeemed within three days, it shall be deemed abandoned and shall be humanely euthanized.
- (l) Within 2 business days of any impoundment for destruction under this Code, the Public Works

Director or designee shall notify the animal's owner in writing (Certified Mail) of the impoundment. In the alternative, service may be by posting a laminated original letter on the animal owner's property. The notice shall advise the owner to his/her right to a hearing. In the case of stray animals, an attempt to notify the owner is not necessary.

1. The owner of an animal impounded for destruction shall have the right, within 5 days after service of the notice under this section, to personally serve upon the Public Works Director or his/her designee, a written request for a hearing to contest the impoundment. The Public Works Director or designee shall immediately file the request with the Municipal Court, and a hearing may be held at the next available court date.
2. The impoundment hearing shall be informal, and strict rules of evidence shall not apply. The owner shall be represented by a counsel; present oral and written evidence, and cross examine witnesses.
3. The Municipal Judge shall issue a decision within 2 business days after the close of the hearing under this section, and shall notify the owner and Public Works Director in writing of the decision.
4. After considering all of the relevant evidence, the Municipal Judge may order the destruction of the impounded animal or may release the animal to its owner, conditional on the owner complying with the requirements for keeping a vicious animal as set forth in this Code.

## **Section 16 — Penalty for Violations and Redemption Rate after Impoundment**

- (a) Any person found guilty of the violation of any provision of this ordinance shall be punished as published table of fees on the City website.

First violation involving an altered animal	\$50
First violation involving an intact animal	\$50
Second violation involving an altered animal	\$100
Second violation involving an intact animal	\$100
Third and subsequent violations involving an altered animal	\$150
Third and subsequent violation involving an intact animal	\$150

- (b) In addition to the fine specified in subsection (a) above, the Municipal Court Judge may sentence owners, at their own cost, to complete a Responsible Owner Course every time they are found guilty after a first violation.
- (c) In the event the Municipal Court Judge allows community service in lieu of or in addition to the imposition of a fine, whenever possible such community service shall be served at an animal shelter or similar institution.
- (d) Prior to sentencing, if the owner of an intact animal is found guilty or pleads 'no contest' to a violation of this ordinance, and said owner represents that the animal will be altered, the

Municipal Court may reset the sentencing, but only once and for no more than 30 days, for the purpose of allowing the defendant to present sufficient proof that the animal was altered after the finding of guilt or entry of the plea of ‘no contest’. Upon presentation of such proof of alteration, the fines imposed pursuant to this section may be reduced pursuant to the discretion of the Municipal Court Judge.

- (e) For redemption. The person entitled to the possession of any animal delivered to the animal control center shall be entitled to have the animal delivered to him upon presentation of satisfactory evidence of ownership, proof of compliance with any other applicable ordinance or statute governing the release of an animal to such owner, and payment of all applicable charges, fines, and/or fees, provided such animal is not infected or reasonably believed to be infected with rabies or any other infectious or contagious disease.

- (f) Except as otherwise provided in this Code, the following fees shall be charged for the impoundment of an animal in the animal control center:

First impoundment of an altered animal	<del>\$10</del> \$65
First impoundment of an intact animal	<del>\$10</del> \$65
Second impoundment of an altered animal	<del>\$20</del> \$120
Second impoundment of an intact animal	<del>\$20</del> \$120
Third and subsequent impoundment of an altered animal	<del>\$30</del> \$175
Third and subsequent impoundment of an intact animal	<del>\$30</del> \$175

- (g) The fees specified above for unsterilized dogs or cats shall apply unless it has been determined by external examination that the animal had already been sterilized, or the owner presents a certificate from a veterinarian establishing that the animal had been sterilized.

## Section 17 — Severability

If any portion, section, subsection, phrase, sentence or clause of this ordinance shall for any reason be held invalid, such invalidity shall not affect the remaining provisions of this ordinance, or their application of other persons or sets of circumstances, and to this end, all provisions of other related Ordinances that may be in conflict herewith are hereby repealed.

## Section 18 - Publication Date

The caption of this ordinance shall be published in a newspaper of local circulation in accordance to the City Charter of the City of Mercedes, Texas; and pursuant to State Law.

**READ, DISCUSSED, AND APPROVED ON THIS THE 1ST DAY OF \_\_\_\_\_ IN THE YEAR OF OUR LORD, 2022.**

1<sup>st</sup> Reading:

2<sup>nd</sup> Reading:

Approved as to Form: \_\_\_\_\_  
Martie Garcia Vela, City Attorney

\_\_\_\_\_  
Oscar Montoya, Mayor

ATTEST:

\_\_\_\_\_  
Joselynn Castillo, City Secretary

## Fee Chart

<b>Description</b>	<b>Reference</b>	<b>Fee</b>
<b>License and Rabies</b>	<b>Section</b>	
Cat and Dog License (3 years)	Sec.3(c)	\$30
Designated Facilities processing fee per license issued	Sec.3(f)	\$5
License to keep a ‘vicious’ dog	Sec. 14(a)8	\$50
<b>Business Permits</b>		
For each kennel authorized to harbor a maximum of 6 dogs or cats	Sec.4(c)1	\$50
For each kennel authorized to harbor between 7-12 dogs or cats	Sec.4(c)2	\$100
For each kennel authorized to harbor 13 or more dogs or cats	Sec.4(c)3	\$150
For each pet shop	Sec.4(c)4	\$50
For other animal establishments	Sec.4(c)5	\$50
<b>Unlawful Restraints</b>		
Unlawful Restraint of a Dog violation (price is for each separate offense)	Sec. 9(c)	\$200
<b>Nuisance</b>		
First violation of nuisance	Sec. 7(e)	\$50
Second violation of nuisance	Sec. 7(e)	\$100
Third and subsequent violation of nuisance	Sec. 7(e)	\$150
<b>Animal Bites</b>		
Dog or Cat bite, with owner per occurrence	Sec. 12	\$150
Dog Bite from a ‘vicious dog’ per occurrence	Sec. 12	\$200
<b>Impoundment</b>		
Adoption Fee	Sec.15(e)	\$25
Voluntary Forfeited Animals	Sec.15(g)	\$260
Tranquilize or euthanize an animal on site		\$150
Quarantine an animal		\$250
Deceased animal impoundment		\$45
<b>Violations</b>	<b>Section 16</b>	
First violation involving an altered animal	Sec. 16(a)	\$50

First violation involving an intact animal	Sec. 16(a)	\$50
Second violation involving an altered animal	Sec. 16(a)	\$100
Second violation involving an intact animal	Sec. 16(a)	\$100
Third and subsequent violations involving an altered animal	Sec. 16(a)	\$150
Third and subsequent violation involving an intact animal	Sec. 16(a)	\$150
<b>Redemption Rate after Impoundment</b>	<b>Section 16</b>	
First impoundment of an altered animal	Sec. 16(f)	<del>\$10</del> \$65
First impoundment of an intact animal	Sec. 16(f)	<del>\$10</del> \$65
Second impoundment of an altered animal	Sec. 16(f)	<del>\$20</del> \$120
Second violation involving an intact animal	Sec. 16(f)	<del>\$20</del> \$120
Third and subsequent impoundment of an altered animal	Sec. 16(f)	<del>\$30</del> \$175
Third and subsequent impoundment of an intact animal	Sec. 16(f)	<del>\$30</del> \$175

Mercedes shall pay City of Weslaco \$65 per animal impounded at City's shelter.

Mercedes shall pay City \$55 per deceased animal taken to City's shelter.

Mercedes citizens seeking to reclaim animals shall pay fee as set by City of Weslaco.

Mercedes shall pay City of Weslaco \$150.00 to tranquilize or euthanize an animal on site.

Mercedes shall pay City of Weslaco \$250.00 to quarantine an animal.

**Management Items****DATE:** October 18, 2022**FROM:** Javier Ramírez, Assistant. City Manager**ITEM:** **Fiscal Year (36) 2023-2024 Needs Assessment Public Hearing for the County of Hidalgo Urban County Program**

**BACKGROUND INFORMATION:** The Department of Housing and Urban County Development has formally allocated funding to the County under the Community Development Block Grant. The City and the County have entered into a cooperation agreement which allows the County to use the City's population as the basis for qualification as an Urban County. Both the City and the county agree and understand that the County is the grantee for the DCBG funds and the city is a sub-recipient. The City's allotment under the CDBG for Fiscal Year 36 (2023) is **\$257,515.00**. The expenditures to be carried out are as such;

**Proposed Budget**

Street Improvements	199,515
Parks, Recreation facility Improvements	55,000
General Program Administration	3,000

**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:** Approval of the proposed FY (36) 2023-2024 Urban County Budget

**Management Items**

---

**DATE:** October 18, 2022**FROM:** Marisol Vidales, Library Director**ITEM:** Discussion and possible action to approve changes to library policy.

---

**BACKGROUND INFORMATION:**

The library received Emergency Connectivity Funding to circulate 25 hotspots for Mercedes residents with library cards. In order to checkout the hotspots a policy did have to be created as well as an agreement for library patrons to sign. The main points are as follows:

- The hotspot needs to be checked out by an adult with a library card in good standing. If a child wishes to checkout the device then their parent must still have a library card in good standing.
- The hotspot can be checked out for 28 days
- The hotspot must be returned by the person who checked it out so it can be reviewed on its condition.
- If the hotspot is lost the total replacement cost of \$90 will be charged.
- The person checking out the hotspot must sign the agreement which outlines everything above as well as what is not permitted while using the hotspot.

The policy was also updated to include the American Library Association Library Bill of Rights which serves as the guiding principles for all libraries. A section on our collection development was also added outlining how we select and maintain our collection. Finally, a request for reconsideration form and procedure was added in case any material found in the library is challenged.

**BOARD REVIEW/CITIZEN FEEDBACK:** Approved**ALTERNATIVES/OPTIONS:****FISCAL IMPACT:** None

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

**Finance Review by:****LEGAL REVIEW:****ATTACHMENTS:** Mercedes Policy Manual 5<sup>th</sup> Version**Staff Recommendation:** The Library Director recommends the approval of the revised policy.

# **DR. HECTOR P. GARCIA MEMORIAL LIBRARY POLICIES**

**Approved by Dr. Hector P. Garcia Memorial Library Board: January 29th, 2013**

**Adopted by the City Commission: February 19th, 2013**

**Amended and Approved by Dr. Hector P. Garcia Memorial Library Board: December 14, 2017**

**Adopted by the City Commission: December 19, 2017**

**Amended and Approved by Dr. Hector P. Garcia Memorial Library Board: March 26, 2019**

**DR. HECTOR P. GARCIA MEMORIAL LIBRARY  
POLICY MANUAL 2012**

**TABLE OF CONTENTS**

Table of Contents.....	2
Library Mission Statement.....	3
Library Card Requirements.....	4
Library Services.....	5
Library Collection and Collection Development.....	6-9
Gift Acceptance and Selection Policy.....	10
Loan Limits and Loan Periods.....	10-11
Interlibrary Loan Policy.....	11-12
Borrowing Fees and Fines.....	12-13
Computer Use and Wireless Access Policy.....	11-12 14-15
Equipment Loan Policy.....	13 16-18
Visitor Policy.....	14 19
Library Behavior Policy.....	15-17 20-22
Unattended or Disruptive Children Policy.....	18 23
Gift Acceptance and Selection Policy.....	19
Library Tours Policy.....	20 24
Meeting Room Policy.....	21-22 25-26
Appendices.....	23-27
Appendix A-Library Service Fees.....	24 28
Appendix B-Loan Periods & Limits.....	25-29
Appendix C-Borrowing Fees & Fines.....	26-27 30-31
Appendix D – Device Liability & Appropriate Use Agreement.....	28-29 32-33
Appendix E – Request for Reconsideration of Library Material .....	34
Appendix F – Hotspot Agreement .....	35

## LIBRARY MISSION STATEMENT

The mission of the Dr. Hector P. Garcia Memorial Library is to inform, educate and entertain through a variety of formats with the purpose of strengthening our community.

To deliver on this promise, we rely on four great resources – our staff, our collections, our space and our set of core values.

### ***Our Core Values***

#### **Support Intellectual Freedom**

A democracy is dependent upon free and open access to ideas, and we serve our patrons as a strong advocate of this belief by providing free and equitable access to information.

#### **Promote Lifelong Learning and Literacy**

We value the love of reading, and we comprehend the ability reading has to expand horizons, which is why we encourage lifelong learning and support every patron in this endeavor through a variety of services.

#### **Form Strong Partnerships**

We understand the importance of community and work to create partnerships with non-profits, businesses, educators and community groups.

#### **Respect and Embrace the Community**

We support the diversity of our community and strive to guarantee that all our visitors feel welcomed by having all of their needs and expectations treated equally.

#### **Adapt and Innovate**

We recognize the evolving needs of our information consumers, and we continuously adapt what we do and how we do it. We are a learning organization, which invests in our staff, technology and infrastructure.

## LIBRARY CARD REQUIREMENTS

In order to become a patron of the Dr. Hector P. Garcia Memorial Library, a library card must be obtained, which requires certain documentation and criteria be met.

1. The applicant must be 18 years of age or older.
2. The applicant must be a resident of the state of Texas.
3. The applicant must present an acceptable picture ID.
4. The applicant must present a proof of address.

If a patron is less than 18 years of age, then a parent or legal guardian must obtain the library card on their behalf, making them the responsible party for any fees or fines. Applications can only be completed in person at the circulation desk of the library.

The following are acceptable forms of photo identification:

- Texas Driver's License, temporary Texas Driver's License or learner's permit.
- Texas Department of Public Safety ID
- United States Passport
- Resident Alien Registration Card
- Military Identification

The following are acceptable forms of proof of current address:

- Utility deposit receipt or bill
- Voter's registration
- Vehicle registration
- Liability insurance
- Official rent receipt, rental agreement or lease
- Mail postmarked within the last 30 days

Library cards are available for seasonal Texas residents (Winter Texans) with proper photo identification from their place of residence and proof of a local address.

If a patron does not have a current proof of address or does not wish to check out physical material an E-Card can be issued. The E-Card allows the applicant to use the computers and online resources.

Regular library cards need to be renewed yearly in order to update contact information. E-cards must be renewed every three years.

No new library cards will be issued within 15 minutes of closing time.

## LIBRARY SERVICES

The Dr. Hector P. Garcia Memorial Library offers a variety of services to its patrons. The following services are available to the general public, regardless if the patron has or does not have a library card:

- Copy services
- Faxing services
- Printing services
- Scanning services
- Test proctoring
- Tex Share Databases
- Meeting Room Use
- Wireless access
- Library tours
- Story time hours
- Reference assistance

In order to use the other services provided by the library, individuals must obtain a library card. The following are the extended services available to patrons with library cards:

- Computer access
- Laptop access
- Material borrowing including Inter-library loan privileges
- Subscription databases such as RB Digital and Mango Languages

Appendix A will provide a fee listing for those services that the Texas State Library and Archives Commission deems as permissible for charging, while retaining accreditation status.

## LIBRARY COLLECTION & COLLECTION DEVELOPMENT

The Dr. Hector P. Garcia Memorial Library firmly believes in the Library Bill of Rights and uses it as a guiding principle for their collection and services.

### Library Bill of Rights

The American Library Association affirms that all libraries are forums for information and ideas, and that following basic policies should guide their services.

I. Books and other library resources should be provided for the interest, information, and enlightenment of all people of the community the library serves. Materials should not be excluded because of the origin, background, or views of those contributing to their creation.

II. Libraries should provide materials and information presenting all points of view on current and historical issues. Materials should not be proscribed or removed because of partisan or doctrinal disapproval.

III. Libraries should challenge censorship in the fulfillment of their responsibility to provide information and enlightenment.

IV. Libraries should cooperate with all persons and groups concerned with resisting abridgment of free expression and free access to ideas.

V. A person's right to use a library should not be denied or abridged because of origin, age, background, or views.

VI. Libraries that make exhibit spaces and meeting rooms available to the public they serve should make such facilities available on equitable basis, regardless of the beliefs or affiliations of individuals or groups requesting their use.

Adopted June 19, 1939, by the ALA Council; amended October 14, 1944; June 18, 1948; February 2, 1961; June 27, 1967; January 23, 1980; inclusion of "age" reaffirmed January 23, 1996.

In following the Library Bill of Rights, the Dr. Hector P. Garcia Memorial Library staff attempts to maintain a well-rounded and relevant collection for the local community and surrounding areas. The library separates its material into various categories and employs the Dewey Decimal System for the majority of its collection in order to make the material easy to locate. Assistance in locating an item in our collection can happily be provided by any library staff member. The collection consists of the following materials:

### Adult Collection

Regular Circulating Collection	Reference & Non-Circulating Collections
Fiction	Reference
Non-Fiction	Oversize Reference
Biographies	Texas Reference
Graphic Novels	Spanish Reference
Oversize	Rare Books
Large Print Fiction	
Paperbacks	
Texas Non-Fiction	
Texas Biographies	
Spanish Fiction	
Spanish Non-Fiction	
Spanish Biographies	

### Young Adult Collection

Regular Circulating Collection	Reference & Non-Circulating Collections
Fiction	Reference
Non-Fiction	
Biographies	
Graphic Novels	
Spanish Fiction	
Spanish Non-Fiction	

### Children's Collection

Regular Circulating Collection	Reference & Non-Circulating Collections
Fiction	Reference
Non-Fiction	Texas Reference
Biographies	Spanish Reference
Graphic Novels	
Texas Non-Fiction	
Texas Biographies	
Easy	
Board Books	
Spanish Fiction	
Spanish Non-Fiction	
Spanish Biographies	
Spanish Easy	

The library collection also consists of numerous magazine titles geared toward different age groups such as children's, young adult and adults. Along with magazines, the library subscribes to various local newspapers. Both these collections assist our patrons in remaining knowledgeable with current events and trends at the local and worldwide level.

The library also has in its collection DVD and Blu-Ray discs. Those items are classified by genre. The genres consist of the following **eighteen** categories: Action & Adventure,

Classical Animation, Classics, Comedy, Documentary, Drama, Family & Kids, Foreign, Horror, Musicals, Mystery & Suspense, Romance, Sci-Fi & Fantasy, Spanish, Special Interest, Sports & Fitness, Television Series, and Westerns.

Finally, the library also includes within its collection historical documents and items whose value is priceless in connecting the community to its heritage. While this listing encompasses all the material we currently have in our collection, by no means does it limit its growth. It is a priority of the library to remain current in the informational needs of its community and with the ever-changing formats that information is made available to the public. Staff welcomes suggestions for the growth of the collection from all library patrons.

### **Collection Development**

**Criteria for Selection:** The process of selection, acquisition, and organization of library materials is a cooperative venture. Library staff rely on a variety of sources for selection including reviews in professionally recognized literature, book lists by recognized authorities, popular reviews and bestseller lists, award lists, and recommendations of staff and patrons. Other criteria to be considered are cost, balance, value, demand, format, regional interest, authority of the author and reputation of the publisher, relevancy of subject, organization and style, good quality illustrations, durable binding and paper, and language.

**Collection Maintenance (Weeding):** The library's holdings are periodically evaluated using the CREW method to identify inappropriate or outdated materials. A practical, useful collection will be maintained through a continual process of discard and addition. Materials are withdrawn if they are outdated, no longer of interest or in demand, unnecessary duplicates or multiple copies, or worn or mutilated. Weeding is done with the same care, thought, criteria, and judgment as selection. Items removed from the collection are discarded, recycled, or designated for sale in the used bookstore or at a used book sale.

**Challenged Materials:** The library believes in freedom of information for all and does not practice censorship. The library declares that while anyone is free to reject books and other materials of which he/she does not approve, he/she may not exercise censorship to restrict the freedom of others. The library also recognizes that the collection of diverse materials may result in some complaints or requests for reconsideration.

Reconsideration forms are available from library staff and online. When a patron wishes the library to discard or reclassify a book or item, he or she fills out the "Request for Reconsideration of Library Materials" form. The form is sent to the Library Director who assigns a committee composed of the Assistant Library Director and Library Board to review the item. The committee will evaluate the request form, any available reviews, and the item to determine if it meets the library selection criteria and collection development guidelines. The committee will make a recommendation to the Library

Director, who will review the material, related items, and make a final decision regarding the disposition of the challenged item.

Appendix E provides a copy of the Request for Reconsideration of Library Material.

## **GIFT ACCEPTANCE AND SELECTION POLICY**

The Dr. Hector P. Garcia Memorial Library relies on the generosity of its donors to build its various collections. If a patron believes they have material that would enhance any of our collections, they are welcome to bring it to the library in order for staff to review it and determine its value for our collection.

Please note that due to space constraints and limited processing resources, the library is unable to accept all materials offered to us. Items donated to the library should be in good condition in order to be considered for addition to the collection. The library reserves the right to dispose of unsolicited materials in any manner it deems appropriate.

Gifts of materials that are accepted by the library become the absolute and unconditional property of the library and cannot be returned to the donor for any reason. Once the library takes possession of an item, we are free to make all decisions with respect to retention, storage, processing, use and disposition of that item.

Materials which the library determines are not suitable for adding to the collection may be offered for sale or disposed of in accordance with the library established policies and procedures.

The library and its staff are not able to advise donors with respect to tax deductibility with regards to gifts and therefore encourages any of its donors to consult with their legal, tax and/or financial advisors before making a gift to the Hector P. Garcia Memorial Library.

The library is able to offer a receipt for any monetary donations.

## LOAN LIMITS AND LOAN PERIODS

The Hector P. Garcia Memorial Library wants all the material in its collections to be utilized by the community for their research, information or entertainment needs. However, certain borrowing policies do exist to encourage the timely return and accessibility of the material.

The collections limited to in-house circulation include all magazines, newspapers, rare books and reference material.

All other collections are available for check-out with a library card issued from the Dr. Hector P. Garcia Memorial Library, as well as a library card from any other Hidalgo County Library, which include the Sgt. Fernando de la Rosa Memorial Library, Donna Public Library, Dustin Sekula Memorial Library, Elsa Public Library, Hidalgo Public Library, La Joya Municipal Public Library, McAllen Public Library, Speer Memorial Library, Pharr Memorial Library, San Juan Memorial Library, Mayor Joe V. Sanchez Public Library and Peñitas Public Library.

A patron may check out a total of 10 items per library card regardless of age. However, no more than 8 audiovisual materials may be checked out per adult library card.

A patron may not use another patron's card to check out material unless they are the responsible party for that account. For example, a mother may check out items on her child's card, but not on her husband's card, since every adult is their own responsible party.

Books are available for loan periods of 28 days or 14 days depending on the status of the book. New books have a limited loan period of 14 days due to high interest and limited copies. Books in our regular collection may be borrowed for an extended period of 28 days. Renewals are allowed as long as the book has no hold.

Audiovisual material such as Blu-Ray's and DVD's may only be borrowed by an adult on their library card.

Blu-Ray's and DVD's may be borrowed for only a 5-day period and a total of 2 renewals are allowed.

Renewals may be done in person, online through our catalog or by phone.

All material must be borrowed 10 minutes prior to closing time.

Appendix B provides a table with loan limits and loan periods.

## INTERLIBRARY LOAN POLICY

The Dr. Hector P. Garcia Memorial Library makes every attempt to provide a well-rounded collection. However, it is impossible to carry every topic or author a patron is requesting. In order to be able to accommodate as many requests as possible, the library participates in an interlibrary loan program with local libraries and libraries across the United States.

The interlibrary loan program is provided free of charge to our patrons. However, a patron is responsible for any fines imposed by the lending library. The patron is also responsible for any damage or loss of the material.

A patron is only allowed to request 2 interlibrary loans within a 14 day period. Patrons will be notified by phone or email when their loan arrives. A loan must be picked up within 5 days, if not the item will be returned to the lending library.

The loan period and renewals are dependent upon the rules of the lending library. The due date on the wrapper of the loan item states the date the item must be returned to the Dr. Hector P. Garcia Memorial Library. If a patron is interested in requesting a renewal, it must be requested to library staff 3 days prior to the listed due date.

If a patron is interested in submitting an interlibrary loan request there are requirements that the patron must fulfill.

- The patron must have a library card with a Hidalgo County Library System member.
- The patron must have an account in good standing with no fees or fines owed on their library account.
- The patron's interlibrary loan account must be in good standing with no interlibrary loan materials overdue at the time of the request.

When requesting an interlibrary loan please bear in mind that the library will not borrow:

- Ebooks and downloadable audio.
- Musical recordings or software in any format.
- Original books printed before 1950. However, we will try to borrow these materials in reprint if available.
- Items published within the last 3 months, as these are generally in a library's new books or bestseller category.
- Items that are owned by the Dr. Hector P. Garcia Memorial Library, unless all copies are lost, missing or checked out.

## **BORROWING FEES AND FINES POLICY**

When borrowing material from the Dr. Hector P. Garcia Memorial Library, a patron is not only agreeing to our loan limit and loan period but to any associated fines or fees for damages, overdue, or lost items. If a patron is in violation of any of our policies regarding borrowing, their account will be blocked and various services will not be available until the account is cleared.

Items are considered overdue if they are returned one day after the listed due date. Overdue fines for books are 10 cents per day and can continue to accrue to the original cost of the book. Overdue fines for audiovisual material are \$1.00 per day and can continue to accrue to the original cost of the audiovisual material.

Overdue notifications are delivered by e-mail, text or mail based on your preference when establishing your library account. The first notification will be sent out after the item is overdue by 7 days.

Patrons are responsible for paying the full purchase price of the item when the item has been lost while borrowed on their account. The library will not hold patrons responsible for items lost or damaged in a fire, flood or theft when documented by a police or insurance report. If an item is found within 30 days and it was paid for, a refund can be issued by bringing the item and the receipt to the library. The library will only refund the cost of item and not any associated fees such as processing or possible damage fees. Refunds will be issued by mail from the City of Mercedes Finance Department within 30 days of the refund request.

Damages to our material are determined by the ability to continue to use the material for circulation. If an item can no longer continue to circulate and it must be withdrawn due to damages such as missing pages, water damage, pages stuck together, stains, broken or severely scratched disks, etc. then the charge will be the full purchase cost of the item.

Other damages such as torn pages, missing barcodes, missing due date cards, broken cases, etc. are charged on a per damage basis.

Appendix C lists the various fines and fees which have been approved by the Library Board, City Manager and City Commission.

For the laptop borrowing fees and policy please view Equipment Loan Policy.

## COMPUTER USE AND WIRELESS ACCESS POLICY

### Introduction

To fulfill its mission of providing public access to all types of information in a wide range of formats, The Dr. Hector P. Garcia Memorial Library provides access to Internet resources. The Internet provides access to local, national and international sources of information. Not all information accessed through the Internet is accurate, complete, dated, unbiased or inoffensive to certain individuals. It is a patron's responsibility to evaluate the validity and appropriateness of the information. The library is not responsible for the information on sites which are not maintained by the library. The same procedures used for selecting material are used when selecting what the library website links to.

### Rules & Regulations

The Dr. Hector P. Garcia Memorial Library computers are to be used for purposes that are considered responsible, educational, entertaining and above all legal.

### Regulations

- Computers Devices are not to be used for any activity that violates United States or local laws, which include copyright and child pornography laws.
- Computers Devices are not to be used to attempt to access the library's network or any other networks i.e. hacking.
- Computers Devices are not to be used to transmit threatening, harassing and/or offensive material.
- Computers Devices are not to be used to invade another person's privacy.
- Computers Devices are not to be used to distribute unsolicited advertising.
- Patron or guardians of minor children must assume responsibility for their children's use of the internet through the library's facilities.
- The library is not liable for any harm or damage arising from the misuse of the internet or the device by the patron.

### Rules

- Users should not make any attempts to intentionally damage the computer equipment or software.
- Users are not allowed to attempt to install their own software for use on our computers.
- Users are not allowed to download files directly to the computer's hard drive, but they may save files on their own memory storage devices such as a flash drive.

### Filtering

As required by the Children's Internet Protection Act (CIPA), in order to remain eligible for certain federal funding, the library has implemented software filtering on all its Internet-accessible computer terminals. The software installed on Internet-accessible computers at the Library protects against access to visual depictions of obscenity, child pornography and material that is harmful to minors.

## **COMPUTER USE AND WIRELESS ACCESS POLICY**

### **Computer Use Guidelines**

Patrons are required to have a library card and an account in good standing in order to use the computers at the Dr. Hector P. Garcia Memorial Library. An account is considered in good standing if there are no fines or fees owed on the account. A physical library card does not need to be presented for computer use but verification of the patron through our library system either by identification, date of birth, or full given name is required. If a patron does not have a library card, then only a 30-minute period will be granted per day.

Patrons are required to sign in with a staff member on a daily basis in order to use a computer. Use of the library's computers is on a first-come, first-serve basis. Patrons using a computer will have a time limit of one hour. Patrons using the library's computers agree as a condition of use that if anyone else needs to use a computer, the current user will make the computer available within 5 minutes of being notified by a staff member. If a patron is in fact asked to relinquish a computer due to a high demand, then the patron may immediately sign up again, but they will be at the bottom of the sign in list. If there are no patrons waiting to use a computer, then the use can be for the duration of the patron's visit. Computer use must cease 15 minutes prior to closing time.

Patrons ages 2 to 12 are required to use the computers available in the Children's Department. Patrons ages 13 and up are required to use the computers available in the adult section of the library. There is a limit of one patron per computer, exceptions to this rule must be approved by library staff but are limited to a maximum of two patrons per computer.

For a patron age 2 to 6, a parent is required to remain with the child at the computers in order to assist them and monitor their Internet use. The library staff does not act in the place of a parent to restrict what a child may access. For patron's age 7 to 12, a parent does not need to remain by the child's side, but the parent must remain in the building as discussed in the Unattended or Disruptive Children policy.

## EQUIPMENT LOAN POLICY

Aside from desktop computers the Dr. Hector P. Garcia Memorial Library also provides laptops for library use only and **hotspots for checkout**.

### **Library Laptop Checkout Agreement**

~~The library recognizes that at times group work or other situations may make it necessary to checkout a device instead of using the standard desktop. The circulation rules for the laptop vary from those of the desktop computer.~~

### **Check-Out Procedure**

- Only adult library card holders without fines or overdue items may check out a laptop.
- A patron must have a traditional library card account and not an E-card in order to borrow a laptop.
- Patrons are required to provide a current phone number each time a device is checked out.
- A patron must sign the Liability and Appropriate Use Agreement, **which can be found on Appendix D.**
- The Liability and Appropriate Use Agreement must be renewed every 6 months along with the patron's mailing and email addresses.
- Laptops may be only be borrowed for use within the library for a period of 2 hours.
- If more than 2 hours are required a total of 2 renewals are possible but the laptop must be presented to the library staff each time.

### **Fines and Damages:**

- Laptops will accrue a rate of \$1 per hour with a maximum late fee of \$10.
- Any laptop taken outside of the library, or kept past library hours, will be considered stolen and patrons will be contacted to facilitate return.
- Stolen or lost items will necessitate a police investigation. A replacement fee of ~~\$280~~ **\$300** will be charged for lost or stolen device.
- A damage fee of up to \$100 will be charged to patrons who return a device damaged.

## Library Hotspot Loan Agreement

In order to borrow a mobile hotspot from DHPGML, you must meet the following eligibility requirements:

- Be 18 years of age or older
- Be 12 years of age or older but have a parent or guardian with a library card in good standing as the responsible party.
- Be a resident of Mercedes.
- Have a library card in good standing from the Dr. Hector P. Garcia Memorial Library.
- Sign the Library Hotspot Loan Agreement, which can be found on Appendix F.

The patron checking out the Hotspot agrees to the T-Mobile acceptable use policy. (<https://www.t-mobile.com/responsibility/consumer-info/policies/terms-of-use>) which prohibits pirating, illegal downloads, viewing child pornography, etc. and Dr. Hector P. Garcia Memorial Library's Computer Use and Wireless Access Policy (<https://cityofmercedes.com/about-the-library/>) which includes:

- Devices are not to be used for any activity that violates United States or local laws, which include copyright and child pornography laws.
- Devices are not to be used to attempt to access the library's network or any other networks i.e. hacking
- Devices are not to be used to transmit threatening, harassing and/or offensive material.
- Devices are not to be used to invade another person's privacy.
- Devices are not to be used to distribute unsolicited advertising.
- Patron or guardians of minor children must assume responsibility for their children's use of the internet through the library's facilities.
- The library is not liable for any harm or damage arising from the misuse of the internet or the device by the patron.

The patron checking out the Hotspot is responsible for all materials associated with the Library Hotspot and will pay for the loss or damage to the device/components. These materials include T-Mobile Hotspot Device and Charger (including any missing parts, such as the SIM card, battery, start guide, and box).

If the mobile Hotspot is not returned by due date, wireless services will be **SUSPENDED** the next day after the due date and patrons will have NO access to the Internet through the Hotspot. If the Library Hotspot or related equipment is not returned after 14 days, your account will be blocked and you will be charged a replacement fee of \$90.00.

It is against Library policy to not return or vandalize any library material. We will move forward in taking a case to Municipal Court, if need be to pursue collection of replacement cost of the device and court costs.

**Loan Period:** 28 days

**Returns:** Equipment must be returned to a staff member at Dr. Hector P. Garcia Memorial Library.

\*Please **Do Not** place the Hotspot in the outdoor book drop. The patron checking out the Hotspot must be same person returning device.

**Borrowing Limit:** 1 per household

**Renewals:** None

**Holds:** None

**Late Charges:** \$1/day

**Lost/Damaged Replacement fees:** Library Hotspot device: \$90.00

**GPS:** Yes

**# of Devices that can connect at one time to T10 Franklin Mobile Hotspot:** 5

If you need assistance, please call us at 956.580.8750. For support after business hours contact **T-Mobile** Customer Service Hotline 1.800.937.8997.

If Circulation system at Dr. Hector P. Garcia Memorial Library is down, Hotspots will not be allowed to be checked out.

## **VISITOR POLICY**

It is the goal of the Dr. Hector P. Garcia Memorial Library to make all visitors feel welcome and offer as many services as possible to any patrons that make use of our facility. While it is essential that a patron have a library card in order to borrow material for home use computers may be used by visitors without a library card.

Visitors are allowed the use of a computer for 30 minutes.

The right to use the facility as a visitor is only eligible to patrons that do not have a library card from any library in the Hidalgo County Library System. Also, visitor use should not occur on a regular daily basis. If a patron is routinely using the computers as a visitor library staff will recommend the patron obtain an E-Card to continue using the computers.

## **LIBRARY BEHAVIOR POLICY**

It is the goal of the Dr. Hector P. Garcia Memorial Library to maintain a safe and welcoming environment and, as such, certain behaviors are hence forth prohibited in order to provide the best possible atmosphere.

The following are Not Allowed, inside and/or outside, the Dr. Hector P. Garcia Memorial Library property:

### **Inappropriate Behavior includes but is not limited to the following:**

1. Bringing animals, other than service animals, inside the library building without prior permission of library staff.
2. Prolonged or chronic sleeping.
3. Using library restrooms for bathing, shaving, or other personal hygiene.
4. Using the library restroom of the opposite sex/gender.
5. Loitering on library grounds.
6. Entering staff only areas.
7. Selling any goods or services.
8. Soliciting or petitioning.
9. Not wearing a shirt and/or shoes in the library.
10. Bringing in outside food and beverages.
11. Using skates, skateboards or anything of like manner inside or outside the library.

### **Harmful and/or Disruptive Behavior**

1. Throwing, running, climbing or playing sports.
2. Creating unreasonable noise such as speaking loudly or using personal electronic devices without headphones or at a volume that is audible to others. It is understood that involuntary mannerisms and vocal patterns may be considered '*Exempt*' due to the patron not having full control of such a physical condition - - the library staff is given discretion to guide such a patron on how to best minimize any incidental disruption to others.
3. Use of inappropriate language or gestures towards staff or patrons.
4. Harassment – physical, sexual or verbal abuse of staff or patrons.
5. Vandalism - Damaging, defacing, or misusing any Library materials or property.
6. Accosting other persons, staring, following, implying personal, rather than professional, relationships, stalking, and etc. (Library patrons must respect the privacy of both other patrons and staff at all times).
7. Having a knife or any other weapon; unless licensed by proper State authorities, carrying a gun is not permissible. (NOTE: the State mandated posters are on display at all entrances regarding such weapons.)
8. Refusal to comply with other Library policies or procedures when explained by staff.

## **Illegal Activities**

1. Committing or attempting to commit any activity that constitutes a violation of federal, state, or local statute or ordinance.
2. Engaging in sexual conduct or indecent behavior on library premises as defined under Texas Penal Law – for example exhibitionism and flashing.
3. Using controlled substances on library premises.
4. Smoking or using other tobacco products inside the library or within 20 feet of the building.
5. Consuming alcoholic beverages on library premises is prohibited unless approved in advance by the Library Director and City Manager for a special event.

## **Staff Procedure for Inappropriate Behavior**

1. Staff should issue a verbal warning and notify the patron that they will be asked to leave if the behavior continues.
2. The individual will be asked to leave the premises for the day by two library employees if the behavior continues.
3. A report of the issue must be provided to the Library Director and Assistant Librarian on the day of the incident.
4. If the patron returns and the behavior continues then the Library Director may ban them from the Library and its services. It is at the discretion of the Library Director to reinstate privileges.

## **Staff Procedure for Aggressive Patrons**

1. When speaking with an aggressive patron, do not do this alone and whenever possible ask for assistance from the highest-ranking supervisor. If no supervisor is available then have a fellow co-worker address the patron with you.
2. Attempt to diffuse the situation and allow the patron to vent. The patron may not use foul language or shout during this time. Please let the patron know that they must still address the issue with respect and not disrupt the rest of the library.
3. Warn the patron that they will be asked to leave if they do not comply with policy, use foul language, shout, or refuse to stop their initial behavior.
4. If the behavior persists or escalates then let the patron know they must leave immediately or the police will be called.
5. If the patron refuses to leave or the behavior continues have someone call the police on your behalf and do your best to ensure your safety and those of the patrons within the library.

**Staff Procedure for Patrons that are Openly Hostile or Under the Influence: the library staff will alert the Library Director and/or immediate supervisor and, after careful assessment, shall immediately call the Police Department to more carefully approach, assess, and diffuse the matter.**

**Patron Behavior Requiring Immediate Police Attention includes but is not limited to:**

1. Vandalism
2. Graffiti
3. Carrying a weapon or using an ordinary object in a dangerous way
4. Sexual solicitation
5. Sexual exposure
6. Inappropriate touching of self or another
7. Public intoxication
8. Theft

## UNATTENDED OR DISRUPTIVE CHILDREN POLICY

The Dr. Hector P. Garcia Memorial Library is a public place and as such is open to everyone for their use. We provide services to everyone regardless of their age, origin, interests and background. Therefore, as a public library, we are open to all kinds of people, and we do not discriminate.

As a library, we strive to provide a safe and welcoming environment to patrons of all ages, but as with most public places such as parks or malls, we cannot guarantee anyone's safety, especially that of minors. We are not a closely regulated environment, and as such we cannot keep track or be held responsible for each individual minor. At no time do library staff serve *in loco parentis*, meaning library staff do not and cannot legally assume authority in place of a parent, guardian or caregiver.

It is a parent's responsibility to maintain proper standards of behavior for their child and to regulate what information they view through the Internet and through physical formats such as books from our library. A parent of a child 12 years or younger must remain in the library with their child in order to control their behavior, monitor their activities and above all ensure their safety. Teens 13 and older may remain in the library without a parent or legal guardian.

If a child is found to be left unattended and contact cannot be made with the parent or legal guardian within 15 minutes, then the child will go into the care of the Mercedes Police Department. At no point can staff offer to care for the child, take them home or wait more than 15 minutes after closing for a parent of a child to arrive.

If a child is not behaving according to library rules, then the parent or legal guardian will be notified of the disturbance and held responsible for their behavior. Children are held to the same rules of behavior as adults. If the behavior cannot be controlled after a warning by staff, the child and their parent or legal guardian may be asked to leave. The same rule will apply to teens ages 13-17. Parents should be aware of the possibility of a minor 13 or older being asked to leave when determining if they should be in the library unattended.

The ages mentioned above serve as general guidelines of what is acceptable by library policy. In some cases, minors 13 or older may not be capable of unaccompanied attendance, and the library will have to implement the guidelines for children 12 and under.

## LIBRARY TOURS POLICY

Library tours of the Dr. Hector P. Garcia Memorial Library are available for patrons and are encouraged by staff in order for patrons to become more comfortable with the library environment and its services. In order to schedule a tour, a two-week notice is required, as well as a completed tour application. Groups must have at least five attendees and no more than thirty. Tours are only to be conducted during library hours and no later than 2 hours prior to closing. If the tour attendees are minors, then they are required to have at least one adult in order to monitor their behavior.

There are two types of tours available- educational or recreational. An educational tour will provide patrons with a tour of the library and all its collections. It will also introduce patrons to all our available services and programs, as well as provide a hands-on lesson on how to use the library's online catalog. A recreational tour is geared mostly towards children 12 and under as it will include the reading of a story, the singing of songs and the making of a craft. A tour cannot be a combination of an educational or recreational tour due to the extensive time that both forms of tours require in order to be completed. Tours are limited to an hour-long period per group.

If at any point a tour group becomes too disruptive and are ignoring the repeated warnings of the staff member conducting the tour, then the tour may be ended by the staff member.

Tour applications are available at both the Children's and Circulation Departments, our website or one can be faxed to you by calling our library.

## **MEETING ROOM POLICY**

In keeping with its mission, the Dr. Hector P. Garcia Memorial Library offers meeting room space to the public for educational, cultural, civic and recreational purposes. Use of the library's meeting room does not imply endorsement by the library staff, library board or city management of the viewpoints presented.

### **Policy**

- The room may be used for educational, cultural, informational or governmental/civic activities, which may include public lectures, panel discussions, workshops and other similar functions.
- The room cannot be used for personal or family purposes such as anniversaries or birthdays.
- The room reservation is subject to cancellation with two weeks' notice if the room is needed for a library or city program.
- Users agree to abide by all regulations of the library relating to the use of the facility, as well as accept responsibility for all damages caused to the building and/or equipment beyond normal wear.
- Meetings must be held during regular library hours.
- Meetings must end on time or extra charges will be incurred per every 5 minutes past the scheduled end time.
- All meetings must end 15 minutes prior to closing.
- A group representative should sign out with a library staff member at the end of the meeting.
- Groups who use the library's meeting room may serve light refreshments with the approval of the library. PLEASE NOTE: ALCOHOLIC BEVERAGES ARE PROHIBITED.
- The group is responsible for leaving the meeting room in the condition in which it was found.
- Charges will be assessed at the discretion of the library for any damages or extra cleanup required after the reserved event.
- The library will only provide tables and chairs for reserved activities.
- No equipment will be provided by the library. However, groups may bring their own equipment with the approval of the library.
- Wireless internet access is available in the meeting room, but groups will need to bring in their own laptops.
- Signs posted in the building must be approved by library staff.

### **Applications/Reservations**

- Groups interested in using the library's meeting room must first fill out an application form provided by the library.
- An authorized adult representative of the interested group must request use of the meeting room and fill out the application form. By signing the form, the

applicant agrees to the Meeting Room Policy and confirms that it has been read and understood.

- The application must be returned to the library at least 2 weeks prior to their event.
- The meeting room is scheduled on a first come, first serve basis.
- Failure to abide by the policy may disqualify the interested group from future use of the meeting room.
- The group accepts financial responsibility for any and all damage caused to the building or equipment beyond normal wear. The group contact person will be responsible for any charges incurred by the group.
- Room reservations may be called in, but they will not be confirmed until the application form has been completed, signed and processed.
- Reservations may be made no more than six months in advance, except for groups reserving 1 meeting per month, in a 12-month period. PLEASE NOTE: The library does reserve the right to cancel a scheduled meeting with a 2 week notice if the room is needed for library or city programming.
- Library staff should be notified in advance of cancellations by the group. If a meeting is cancelled with less than 24 hours notice, the group may be disqualified from future use of the room.
- If a meeting is cancelled 2 hours or less prior to the event, the library reserves the right to hold partial cost of the room rental.

### **Charges**

There is no charge for use of the meeting room by city governmental agencies or by groups in which the library is a sponsor or cooperating agency. Non-profit agencies will be charged \$25 per hour, while For-profit agencies will be charged \$35 per hour. If a group needs to reserve the meeting room for a period of 6 or more hours, the hourly fee will be reduced by half.

# APPENDICES

Appendix A  
Library Services Fees

**Services & Associated Cost**

<b>Copies and Printing</b>		
<b>Letter (8.5x11)</b>	.15 cents per page - Black & White	.50 cents per page - Color
<b>Legal (8.5x14)</b>	.25 cents per page – Black & White	.60 cents per page – Color
<b>Tabloid (11x17)</b>	.50 cents per page – Black & White	\$1.00 per page – Color
<b>Faxing</b>		
\$1.00 per page for domestic calls		\$3.00 per page for international calls
<b>Scanning</b>		
.25 cents per page		
<b>Test Proctoring</b>		
\$10.00 per person, proctoring exceeding more than 2 hours will pay an hourly fee of \$5.00.		
<b>Meeting Room</b>		
\$25.00 per hour for non-profits		\$35.00 per hour for profit companies

## Appendix B Loan Periods & Limits

### Loan Limits & Periods

Item	Limit	Loan Period	Borrower Type
<b>New Books</b>	10	14 days	Adult & Child
<b>Books</b>	10	28 days	Adult & Child
<b>AV - DVD</b>	3	5 days	Adult Only
<b>AV- Blu-Ray</b>	3	5 days	Adult Only
<b>AV-Kit</b>	1	14 days	Adult Only
<b>AV- Audiobook (Playaway &amp; CD)</b>	1	14 days	Adult Only
<b>Laptop</b>	1	2 Hours in-house	Adult Only

\*Only a total of 10 items may be borrowed at a time, which can consist of a combination of books, AV- audiovisual material and a laptop.

\*Each item checked out may be renewed for a total of 2 times.

## Appendix C Borrowing Fees & Fines

### General Fees

Library card replacements are \$1.00 for the first lost card. Additional replacements after the first lost card will be charged at \$3.00 per card.

Overdue books are 10 cents per day and accrue until the original cost of the book has been met.

Overdue AV material is \$1.00 per day and accrues until the purchase cost of the item has been met.

### Damaged Audiovisual (AV)-DVD & Blu-Rays

Case: \$1.00

3D Glasses: \$1.00

Cover: \$1.00 + processing fee

Pamphlet: \$2.00 + processing fee

Barcode: \$1.00 + processing fee

Label: \$1.00 + processing fee

Wet: \$1.00 + processing fee

Total Damage: Full charge + processing fee

### Damaged Books

Torn page: \$0.50 (per page)

Written page: \$0.50 (per page)

Wet page: \$.50 (per page)

Damaged pages (Stained and/or folded): \$.50 (per page)

Missing and/or torn barcode: \$1.00 + processing fee

Missing and/or torn label: \$1.00 + processing fee

Missing Date Due Card: \$1.00 + processing fee

Missing pocket: \$1.00 + processing fee

Missing pages: Full charge + processing fee

Wet book: Full charge + processing fee

Lost or Damaged Beyond Repair: Full charge + processing fee

Damaged Cover: \$ cost determined upon review      \*Processing fee is \$1.00

## Appendix C Borrowing Fees & Fines

### **Damaged Devices**

Damaged laptop: Fine up to \$100 depending on cost of repair

Lost or Stolen laptop: \$280~~300~~ and a police report will be filed.

Lost or Stolen Hotspot & Accessories: T-Mobile Hotspot \$90.00

USB Cable \$12.00

Wall Charger \$20.00

Internal SIM Card \$15.00

Battery \$45.00

Appendix D  
Device Liability and Appropriate Use Agreement

By signing below, I attest that I have read, understand, and agree to the following:

- I understand that when I borrow a laptop (hereafter referred to as device) from the Dr. Hector P. Garcia Memorial Library (hereafter referred to as the Library) that I am responsible for the security of that device and that I will not leave the device unattended in a vehicle or public place.
- I hereby release the Library and the City of Mercedes, from any and all claims and damages of any nature arising from my use of, or inability to use, the Device; including, but not limited to claims that may arise from the unauthorized use of the system to purchase products or services.
- I understand that if the Device is damaged, or not returned to the library within the loan period, that I will incur fees and/or fines.
- I understand that a fee of up to \$100 will be charged to me if I return the Device damaged in any way.
- I understand that any Device kept past its due date, will be considered stolen. I also understand that a replacement fee of up to \$280 **\$300** will be charged to my account for a Device kept past its due date. This fee may be removed if the Device is returned within 24 hours.
- I agree to pay any fees, fines, or costs associated with the Device checkout.
- I understand that any incidences of theft and/or loss will be investigated by police.
- I also attest that I have read, understand, and agree to the Computer Use and Wireless Access Policy on the back of this document.

Care of the Device

- Do not place food and/or liquids near the Device.
- Do not stack heavy objects on top of the Device.
- Never attempt to repair or reconfigure the Device.
- Do not write, draw, stick or adhere anything to the Device.
- Do not obstruct the Device's vents, and do not place the Device on surfaces such as paper or carpet while it is turned on.
- Do not lend the Device to anyone while it is checked out to you.
- Do not poke the screen with anything. A stylus and your finger are the only means that should be used to touch the screen.
- Do not use any cleaning solution to clean the screen. If your screen needs to be cleaned, please notify library staff.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
My Library Card Number

## Appendix D

### ~~(Back of Device Liability and Appropriate Use Agreement)~~

#### Computer Use and Wireless Access Policy

##### **Introduction**

To fulfill its mission of providing public access to all types of information in a wide range of formats, The Dr. Hector P. Garcia Memorial Library provides access to Internet resources. The Internet provides access to local, national and international sources of information. Not all information accessed through the Internet is accurate, complete, dated, unbiased or inoffensive to certain individuals. It is a patron's responsibility to evaluate the validity and appropriateness of the information. The library is not responsible for the information on sites which are not maintained by the library. The same procedures used for selecting material are used when selecting what the library website links to.

##### **Rules & Regulations**

The Dr. Hector P. Garcia Memorial Library computers are to be used for purposes that are considered responsible, educational, entertaining and above all legal.

##### **Regulations**

- Computers are not to be used for any activity that violates United States or local laws, which include copyright and child pornography laws.
- Computers are not to be used to attempt to access the library's network or any other networks i.e. hacking.
- Computers are not to be used to transmit threatening, harassing and/or offensive material.
- Computers are not to be used to invade another person's privacy.
- Computers are not to be used to distribute unsolicited advertising.

##### **Rules**

- Users should not make any attempts to intentionally damage the computer equipment or software.
- Users are not allowed to attempt to install their own software for use on our computers.
- Users are not allowed to download files directly to the computer's hard drive, but they may save files on their own memory storage devices such as a flash drive.

##### **Filtering**

As required by the Children's Internet Protection Act (CIPA), in order to remain eligible for certain federal funding, the library has implemented software filtering on all its Internet-accessible computer terminals. The software installed on Internet-accessible computers at the Library protects against access to visual depictions of obscenity, child pornography and material that is harmful to minors.

Appendix E  
Request for Reconsideration of Library Material  
Dr. Hector P. Garcia Memorial Library

Title: \_\_\_\_\_  
Author: \_\_\_\_\_  
Publisher: \_\_\_\_\_  
Format: \_\_\_\_\_ Book \_\_\_\_\_ Video \_\_\_\_\_ Audio \_\_\_\_\_ Magazine  
Your Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Do you represent: \_\_\_\_\_ Yourself  
\_\_\_\_\_ An Organization (name): \_\_\_\_\_

1. Did you read / view / listen to the entire work? If no, what parts?
2. Please describe your specific objections.
3. What do you feel might be the result of reading, viewing, or listening to this work?
4. For what age group would you recommend this work?
5. What is good about the work?
6. What reviews have you read or heard on the work?
7. What do you believe is the theme of the work?
8. In its place, what work would you recommend as a reasonable substitute that offers a valuable perspective on the overall subject?
9. Other comments:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## Appendix F Hotspot Agreement

Due to the high cost of replacing this particular piece of equipment:

<b>Hotspot TLC#: 5570</b> _____	<b>Device #</b> _____	<b>Replacement Cost:</b> <b>\$90.00</b>
---------------------------------	-----------------------	--

You assume full responsibility for its proper care and safe use during the time you are in possession of the item. This item is loaned to you in good condition with the understanding that it will return in the same condition. You are responsible for proper operation of this item and keeping it safe while it is checked out to you. You must use it with the accompanying wall charger / USB cable supplied with the Hotspot.

Besides the item mentioned above the following items are also checked out in good condition and are expected to be returned in the same condition.

<b>1 USB Cable \$12.00</b>	<b>Out</b>		<b>In</b>	
<b>1 Wall Charger \$20.00</b>	<b>Out</b>		<b>In</b>	
<b>1 Internal SIM Card \$15.00</b>	<b>Out</b>		<b>In</b>	
<b>1 Battery \$45.00</b>	<b>Out</b>		<b>In</b>	
<b>1 Start Guide</b>	<b>Out</b>		<b>In</b>	
<b>1 Box</b>	<b>Out</b>		<b>In</b>	

**I agree** to take appropriate care of the above items and to return them in the same condition when due. On review of the items returned – in the opinion of the library – to be missing or returned in less than like condition, by my signature below, **I agree** to reimburse the library for any repairs or replacements necessary to correct the loss or to put the item back in good condition.

### Patron Initials

☐ It is patron's responsibility to monitor usage of Internet by those in the household. Patron must Agree to T-Mobile's acceptable use policy, which prohibits pirating, illegal downloads, viewing child pornography, etc. (<http://www.t-mobile.com/terms-conditions>) and Dr. Hector P. Garcia Memorial Library's Internet Access Acceptable Use Policy.

*\*We will move forward in taking case to Municipal Court, if need be.*

<b>Name of Patron (Print)</b>		<b>Check Out - Signature</b>
<b>Patron Phone Number</b>	<b>Second Phone Number</b>	<b>Check In - Signature</b>
<b>E-Mail Address</b>		
<b>Date/Time Checked Out</b>	<b>Condition of Equipment</b>	<b>Staff Checking Out</b>
<b>Date/Time Checked In</b>	<b>Condition of Equipment</b>	<b>Staff Checking In</b>



October 12, 2022

To: City of Mercedes  
EDC of Mercedes

SUBJECT: 2022 South Texas Farm Fest

The 1<sup>st</sup> Annual South Texas Farm Fest will be hosted on November 5<sup>th</sup> at Mercedes Recreation Center located at 1202 N Vermont Ave, Mercedes Tx. This event is for raising money to start Mercedes's very first museum and also to allow our youth to earn community hours and scholarship opportunities. We anticipate 7 food vendors and 40 table vendors our goal is to have 1,500k guests we hope to also attract more people with rides and games. We are very excited to have this opportunity to highlight our hard-working youth and farmers in our supper farmer contest. Your support will aid us in attracting more families; by sponsoring our carnival. We humbly ask for your support of South Texas Farm Fest this November.

Requested Support:

City of Mercedes -\$5,000

EDC of Mercedes - \$5,000

Thank You for your support-

Victoria Eschete  
Founder & Executive Director  
[southtexasfarmfest@yahoo.com](mailto:southtexasfarmfest@yahoo.com)  
(956) 532-7713

ALL PROCEEDS BENEFIT THE START OF THE MERCEDES MUSEUM

  
**FOOD  
TRUCKS!**

**NOVEMBER 5TH, 2022**  
**MERCEDES DOME**

1202 N VERMONT AVE, MERCEDES TX

  
**LOCAL  
VENDORS!**

  
**KIDDIE  
RIDES!**

  
**LIVE  
MUSIC!**

  
**OUTDOOR  
MARKET!**

**1ST ANNUAL**  
**EST 2022**  
  
**SOUTH TEXAS  
FARM FEST**

  
**SUPER  
FARMER  
CONTEST!**

**ADMISSION**

**\$5**

EMBRACING TRADITION AND HONORING OUR HISTORY  
MERCEDES, TEXAS

**FREE  
PARKING!**

**MEET &  
GREET!**

**MUSEUM INSIDE  
MERCEDES DOME!**

FUNDS RAISED FROM ADMISSION SALES GO  
TOWARDS FUNDING THE MERCEDES MUSEUM.

ALL DAY EVENT! JOIN US FROM 10:00 AM TO 10:00PM SATURDAY!



FOR VENDOR SPOTS, SPONSORSHIP, OR INFORMATION  
PLEASE CALL 956-532-7713



# SOUTH TEXAS FARM FEST PRESENTS

## LIVE MUSIC

& PERFORMANCES BY:

*Beatriz Gonzalez*

accompanied by  
Mariachi Azucenas  
& MERCEDES ISD MARIACHI

MERCEDES DOME  
MERCEDES, TEXAS



**LA FORTALEZA**  
PSJA SW CONJUNTO GROUP



GRUPO FOLKLORICO



HERENCIA DE MI TIERRA

SATURDAY  
**5<sup>TH</sup>**  
NOVEMBER



**LOCAL VENDORS**

**KIDDIE RIDES**



**SUPER FARMER CONTEST**

**ADMISSION**

**FOOD TRUCKS**

**FREE PARKING!**

**INDOOR MUSEUM**

**ALL DAY EVENT! JOIN US FROM  
10:00 AM TO 10:00PM SATURDAY!**

**\$5**

FUNDS RAISED FROM  
ADMISSION SALES GO  
TOWARDS FUNDING  
THE MERCEDES MUSEUM.



FOR VENDOR SPOTS, SPONSORSHIP, OR INFORMATION  
PLEASE CALL 956-532-7713



**BIDS/CONTRACTS**

---

**DATE:** October 14, 2022

**FROM:** Kristine Longoria, HR Specialist, Human Resources Department

**ITEM:** **Discussion and Possible Action to Approve the renewal of Workers Compensation Insurance with Texas Mutual**

---

**BACKGROUND INFORMATION:** The City of Mercedes is requesting approval of the agreement with Texas Mutual for Workers Compensation. The current policy with Texas Mutual will end on 11/01/2022. The City currently holds the out-of-network policy.

<b>Texas Mutual</b>	<b>Current Policy</b>	<b>Renewal Policy</b>
In-network	\$94,144.00	\$117,621.00
Out-of-network (Selected)	<b>\$106,491.00</b>	<b>\$133,196.00 (recommend)</b>

**LEGAL REVIEW:** No

**ATTACHMENTS:**

- 1.) Agreement

**DRAFT MOTION:** Approval of agreement, out-of-network with Texas Mutual.

Renewal  
Offer  
10/05/2022

Montalvo Insurance Agency  
P.O. Box 2  
Weslaco, Texas 78599  
956-968-5521

To: City of Mercedes  
404 S. Ohio Ave.  
Mercedes, Texas 78570

Description:

Type of Coverage: <b>Workers Compensation</b>	
Company: Texas Mutual Ins. Co.	
Term: 11/01/2022 - 11/01/2023	
Estimated Annual Premium: <b>Out-of-Network</b>	\$ 133,196.00
Installment Payments:	
Amount due:	\$ 11,108.55
Estimated Annual Premium: <b>In- Network</b>	\$ 117,621.00
Installment Payments:	
Amount due:	\$ 9,809.59

The Texas Mutual Insurance Company has two different pricing levels for coverage. They offer coverage with benefits In and Out of a Network. The program offered In the Network allows the employee to select their treating doctor from among the network's group of occupational health care providers. However, the program Out of Network allows the employee to select a treating doctor of their choice.

**15 Days prior to binding: Completed and signed Voluntary Emergency Service Organization Supplemental application(attached).**

To continue without interruption the following is required:

- 1: Signed Deductible Notice of Election.
2. Please make your check payable to the Texas Mutual Insurance Company based on the desired program and remit payment along with a copy of quote invoice directly to the Texas Mutual Insurance Company.

Above quotes are based on the expiring payrolls, locations and employees(s) information provided.

**THANK YOU FOR YOUR BUSINESS!**

10/3/22

## Dividend History

Applicant copy

CITY OF MERCEDES  
400 S OHIO AVE  
MERCEDES TX 78570-3120

Dear Policyholder,

Your workers' compensation policy will be renewing soon. From all of us at Texas Mutual, we thank you for your business and we hope that you will choose us again.

By keeping your losses low and choosing Texas Mutual, you can earn dividends as a policyholder. Since 1999, we have paid more than \$3.1 billion in dividends to recognize policyholders like you who share our commitment to safety and who contribute to our success by doing business with us year after year. We show you have received the following dividend(s).

Year	Individual Dividends*
2022	10,434.26
2021	21,624.87
2020	14,812.84
2019	11,610.68
2018	0.00
Total	58,482.65

Our dividend program is an important part of how we put our commitment to build a stronger, safer Texas into action. The chart above represents up to 8 years of your dividend history. You can see your full dividend history in your [texasmutual.com](https://texasmutual.com) account. Dividends are based on performance, are not guaranteed and must comply with Texas Department of Insurance regulations.

Thank you for being part of our journey to build a stronger, safer Texas. We hope we may continue our business relationship with you for many years to come.

Sincerely,  
Texas Mutual

\* Individual dividends reward individual policyholders retrospectively for their low claim losses and customer loyalty.

## Underwriting Quote Sheet Summary Page

Applicant copy

Quote no. Q004576084  
Quote issue date 10/3/22  
Proposed coverage period 11/1/22 to 11/1/23

**Applicant**  
CITY OF MERCEDES  
400 S OHIO AVE  
MERCEDES TX 78570-3120

**Underwriter** ALYONA  
HANSEN  
**Phone** (956) 968-5521  
**Producer** 20590  
**Fax** (956) 969-9198

MONTALVO INS AGCY INC  
PO BOX 2  
WESLACO TX 78599-0002

**Entity** Government entity  
**Group**

**SIC code** 9199 General government, N.E.C.\*

Quote generated in Austin, TX

### Part one: workers' compensation insurance

### Premium quote summary - Texas only

See attached **Premium Calculation**

		Payroll		Premium
<b>Total payroll and estimated manual premium</b>		5,365,397.00		169,995.00
		Out-of-Network		In-Network
		Factor	Amount	Factor Amount
Prorate factor 1.00				
Increased Limits Factor 1,000,000/1,000,000/1,000,000		0.014	2,380.00	0.014 2,380.00
Experience Modifier			48,265.00	
Schedule Modifier		0.67	(72,811.00)	0.67 (72,811.00)
Healthcare Network Option				0.12 (17,739.00)
Premium Discount		0.10	(14,783.00)	0.097 (12,619.00)
Expense Constant			150.00	150.00
<b>Minimum premium</b> 250.00		<b>Estimated annual premium</b>		133,196.00
<b>Audit frequency</b> Annual				117,621.00

### Part two: employers' liability insurance

#### Standard

Bodily injury by accident	\$1,000,000.00
Bodily injury by disease policy limit	\$1,000,000.00
Bodily injury by disease each employee	\$1,000,000.00

#### Endorsements made part of this quotation

See attached **Endorsement Schedule**

#### Notice of terrorism insurance coverage

Coverage for acts of terrorism is already included in workers' compensation policies. Losses resulting from certified acts of terrorism, as defined under the Terrorism Insurance Act of 2002, as amended ("the Act"), would be partially reimbursed by the U.S. Government. If the aggregate industry Insured Losses occurring in any calendar year exceed \$200,000,000, the U.S. Government would pay 80% of our Insured Losses that exceed our Insurer Deductible. The Act provides an annual cap on liability that limits the U.S. Government's payment as well as our liability for any amount of losses from certified acts of terrorism that, in the aggregate for the industry, exceeds \$100,000,000,000 in a calendar year. The portion of your quoted premium that is attributable to coverage for acts of terrorism is \$0 and does not include any charges for the portion of losses covered by the U.S. Government under the Act.

**Quote no.**  
Q004576084

**Quote issue date**  
10/3/22

**Proposed coverage period**  
11/1/22 to 11/1/23

**Underwriting Quote Sheet**  
**Applicant Name Extended**  
Applicant copy

<b>Additional applicant names</b>	<b>FEIN</b>	<b>Entity</b>
DEVELOPMENT CORPORATION OF MERCEDES	450542230	Government entity

Quote no. Q004576084  
 Quote issue date 10/3/22  
 Proposed coverage period 11/1/22 to 11/1/23

## Underwriting Quote Sheet Out-of-Network Premium Calculation

Applicant copy

### Class codes for primary applicant

State	Location	Code	Classification	Premium basis total estimated annual remuneration	Rate per \$100 of remuneration	Estimated annual premium
11/1/22 to 11/1/23						
42	00001	4511	Analytical Chemist	If any	0.990	0.00
42	00001	5191	Computer and Data Processing Services: Maintenance and Repair	48,947.00	0.920	450.00
42	00001	5506	Street or Road Construction-All Operations & Drivers	202,423.00	7.880	15,951.00
42	00001	7520	Waterworks Operation & Drivers	344,822.00	3.290	11,345.00
42	00001	7704	Fire Fighters & Drivers	869,266.00	7.810	67,890.00
42	00001	7704	Fire Fighters-Volunteer-& Drivers	31,200.00	7.810	2,437.00
42	00001	7720	Police Officers & Drivers	1,629,922.00	3.130	51,017.00
42	00001	8391	Automobile Machine Shop & Drivers	37,700.00	2.300	867.00
42	00001	8742	Salespersons or Collectors-Outside	153,076.00	0.320	490.00
42	00001	8810	Clerical Office Employees NOC	1,355,347.00	0.160	2,169.00
42	00001	8831	Animal Shelters & Drivers	If any	1.530	0.00
42	00001	8838	Museum or Public Library-Professional Employees	224,446.00	0.990	2,222.00
42	00001	9015	Buildings NOC-Operation By Owner or Lessee-& Drivers	36,595.00	3.200	1,171.00
42	00001	9101	Museum or Public Library-All Other Employees-& Drivers	If any	4.190	0.00
42	00001	9102	Park NOC-All Employees-& Drivers	431,653.00	3.240	13,986.00
42	00002	7720	Police Officers & Drivers	If any	3.130	0.00
42	00003	7720	Police Officers & Drivers	If any	3.130	0.00
42	00004	7720	Police Officers & Drivers	If any	3.130	0.00
42	00005	7720	Police Officers & Drivers	If any	3.130	0.00
42	00006	7720	Police Officers & Drivers	If any	3.130	0.00
42	00007	7720	Police Officers & Drivers	If any	3.130	0.00
42	00008	7720	Police Officers & Drivers	If any	3.130	0.00
42	00009	7720	Police Officers & Drivers	If any	3.130	0.00
<b>Estimated manual premium</b>						169,995.00
	9812	Increased Limits Factor 1,000,000/1,000,000/1,000,000			0.014	2,380.00
	9898	Experience Modifier of 1.28			1.280	48,265.00
	9887	Schedule Modifier			0.670	(72,811.00)
	0063	Premium Discount			0.100	(14,783.00)
	0900	Expense Constant				150.00
<b>Total payroll and Texas total premium</b>				\$5,365,397.00		\$133,196.00

Quote no. Q004576084  
Quote issue date 10/3/22  
Proposed coverage period 11/1/22 to 11/1/23

## Underwriting Quote Sheet Endorsement Schedule

Applicant copy

### Endorsements

TM LRC 2008	Limited Reimbursement for Texas Employees Injured in Other Jurisdictions
TM MV 2011	Mutuals - Membership and Voting Notice
TM PC 2003	Policy Conditions Endorsement
WC 00 00 00 C	Policy Conditions Form
WC 00 00 01 B	Policy Coverage Document (Declarations Page)
WC 00 04 06	Premium Discount Endorsement
WC 00 04 14 A	Notification of Change in Ownership Endorsement
WC 00 04 22 C	Terrorism Risk Insurance Act Coverage Endorsement
WC 00 04 25	Experience Rating Modification Factor Revision Endorsement
WC 42 03 01 J	Texas Amendatory Endorsement
WC 42 03 03 B	Texas Volunteer Workers Coverage Endorsement
WC 42 04 07	Texas- Audit Premium and Retrospective Premium Endorsement
WC 42 04 08 A*	Network Discount Endorsement

\* Only applicable if In-Network option purchased

<b>Quote no.</b>	<b>Quote issue date</b>	<b>Proposed coverage period</b>	<b>Version</b>
Q004576084	10/3/22	11/1/22 to 11/1/23	1
<b>Applicant</b>	<b>Producer</b>	<b>Renewal of</b>	
CITY OF MERCEDES	MONTALVO INS AGCY INC	0002005502	

## Quote Invoice

Applicant copy

The earliest effective date of coverage will be the date a complete submission and the proper payment are received by Texas Mutual Insurance Company, unless a future effective date has been requested. This does not apply to Start policies.

NOTE: Payment received does not guarantee coverage.

Please check one option below to indicate policy choice.

### Payment in full:

<b>Out-of-network</b>	<input type="checkbox"/>	<b>In-network</b>	<input type="checkbox"/>
Estimated annual premium:	\$133,196.00	Estimated annual premium:	\$117,621.00
<b>Amount due:</b>	<b>\$133,196.00</b>	<b>Amount due:</b>	<b>\$117,621.00</b>
Will the policy premium be financed? _____ If "Yes", which finance company? _____			
Note: A Copy of a signed premium finance agreement must accompany this form. Send payments to the PO Box as listed below.			

- OR -

### Installment payments:

<b>Out-of-network</b>	<input type="checkbox"/>	<b>In-network</b>	<input type="checkbox"/>
Estimated annual premium:	\$133,196.00	Estimated annual premium:	\$117,621.00
<b>Amount due:</b>	<b>\$11,108.55</b>	<b>Amount due:</b>	<b>\$9,809.59</b>
Installment billing plan:			
<ul style="list-style-type: none"><li>• 12 monthly installments (Send payments to the PO Box as listed below.)</li><li>• Financing is not permitted under this billing plan</li></ul>			

Please mail this form along with the amount due for the above selected option to:

**Texas Mutual Insurance Company**  
**PO Box 841843**  
**Dallas, TX 75284-1843**

Please include your quote number Q004576084 on your check for prompt handling.  
Please do not use the above address for other correspondence.

**Thank you for your business!**

## Workers' Compensation and Employer's Liability Policy

**DNE-1A**

Quote number      Quote issue date      Proposed coverage period  
Q004576084      10/3/22      11/1/22 to 11/1/23

Applicant copy

### Deductible Notice of Election

Texas law permits an employer to obtain workers' compensation insurance with a deductible. The insurance applies only to benefits payable under Texas workers' compensation law. When a deductible is elected, the policyholder is required to reimburse the insurance carrier for benefits payable under the law up to the deductible amount and a credit is applied to the policy. Premium credits are determined based on the deductible selected and the hazard group. The hazard group is determined by the classification that produces the largest amount of estimated Texas standard premium.

You are not required to choose a deductible. If you do choose one, your insurance company will pay the deductible amount for you, but you must reimburse the insurance company within 30 days after they send you notice that payment is due. If you fail to reimburse the insurance company, they may cancel the policy upon ten days written notice, and any resulting premium may be applied to the deductible amount owed.

If a deductible amount is desired, please indicate below.

☐ Yes, I want a deductible of (select only one):

1. \_\_\_\_\_ per accident
2. \_\_\_\_\_ per claim
3. \_\_\_\_\_ medical only

applied to benefits payable under the Texas Workers' Compensation Law. I understand that the company will pay the deductible amount and seek reimbursement Monthly  
(monthly, quarterly or other)

☐ No, I do not want a deductible applied to benefits payable under the Texas Workers' Compensation Law.

☐ Yes, I do want a deductible policy, but am unable to obtain one for the following reason: \_\_\_\_\_

The deductible plans have been explained to me.

\_\_\_\_\_  
Signature and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employer Name (print or type)

\_\_\_\_\_  
Address

**Texas Mutual Insurance Company**

Q004576084

11/1/22

Insurance Company

Policy No.

Effective Date

## Helping Build a Stronger Texas

We are an insurance company, but many employers think of us more as a partner in workplace safety and effective claim management.

Our customer service philosophy is to provide personalized attention that exceeds your expectations. Consider what you will get for your premium dollar:

### A Partner in Loss Prevention

- On site safety surveys and recommendations by consultants who know your business
- Loss run reports that help you analyze loss trends
- Access to a library of safety videos, posters, and brochures, many available in Spanish
- Seminars on workplace safety and the return to work process
- Help with special issues, such as ergonomics, industrial hygiene, and OSHA compliance

### Zero Tolerance for Fraud

- Investigation of suspected claim fraud
- Coordination with prosecutors statewide to obtain convictions
- A proven track record of fraud convictions

### Effective Claims Management and Cost Control

- Professionals on staff to handle all aspects of claim management and cost control:
  - A designated regional service team with expertise in your industry
  - Rehabilitation nurses and a provider relations team that works to get the right care for your injured workers
  - A catastrophic injury team to work with severely injured workers
  - A special unit that handles maritime claims (HSWCA, OCSLA, and Jones Act)
  - Specialists who audit medical bills
  - Subrogation specialists who recover millions from third parties responsible for injuries

### Information at Your Fingertips

- Toll-free numbers for claim reporting and general information
- An easy-to-use reference notebook with full instructions on coverage notices, injury reporting, and tips on cost control

**Competitive Quotes**

**Other States Coverage**

**Safety Groups**

**Deductibles**

TO THE AGENT OR BROKER: Our regional marketing teams are available to present more about these services to your clients and your staff.

## Medical Network Selection from Texas Mutual

Through Texas Mutual's medical network, eligible policyholders have access to high quality providers with proven success treating workers' comp-related injuries and illnesses. Those who choose Texas Mutual's medical network also receive a network discount, and many other benefits that help to create a positive experience for employers and their injured workers.

### Why choose the Texas Mutual network?

#### *Quality of care*

- Injured employees select their treating doctor from among the network's occupational health care providers who are focused on helping workers recover and return to a productive life.
- Our providers have been carefully selected and have a proven track record of quality care.
- Network medical providers have access to Texas Mutual training resources and Medical Director expertise to help them better understand the uniqueness of on-the-job injuries.
- Medical case managers work with health care providers, injured workers and employers to identify and facilitate return-to-work opportunities.

#### *Financial benefits*

- Policyholders who choose Texas Mutual's medical network receive a network discount.
- On average, injured workers return to work sooner than non-network patients, resulting in lower than average indemnity benefits and medical costs compared with non-network policies.
- The network's return-to-work focus helps improve productivity and reduce other costs associated with workplace accidents.

Employers must notify employees of network requirements for the network provisions to take effect. For more information on the Texas Mutual's medical network, visit [texasmutual.com](http://texasmutual.com).



## Volunteer Emergency Service Organization Supplemental Application

Department name: \_\_\_\_\_

Policy/quote number: \_\_\_\_\_

Policy term: \_\_\_\_\_

Number of active volunteers: \_\_\_\_\_

Payroll for volunteer firefighters and EMTs is based on total annual hours volunteered in addition to stipends paid. To determine total payroll, please provide the following information.

### Volunteer hours

Volunteer hours are a total of emergency call hours and training hours. To calculate for each category, multiply the three entries (1)x(2)x(3).

#### Emergency call hours

(1) Estimated number of calls per year	(2) Average length of time per call	(3) Average number of volunteers per call	Total emergency call hours

#### Training hours

(1) Estimated number of training sessions per year	(2) Average length of time per training session	(3) Average number of volunteers per training session	Total training hours

To calculate the total volunteer hours, add the total emergency call hours and the total training hours.

<b>Total volunteer hours</b>	
------------------------------	--

### Stipends

If stipends are paid, provide the total stipends paid annually.

<b>Total stipends paid annually</b>	
-------------------------------------	--

### Total payroll

Total payroll is the total volunteer hours multiplied by \$25, plus the stipends.

Total volunteer hours x \$25	
Stipends (if applicable)	
<b>Total payroll</b>	

\*Please note, payroll per volunteer is capped at \$5200.

**Volunteer fire departments**

Does the fire department perform any of the following services? (Y/N):

- ☐ Inspection of properties to ensure compliance with building codes and standards
- ☐ Investigate causes of fires
- ☐ Conduct on-site surveys to identify fire hazards
- ☐ Test fire hydrants for pressure and flow capabilities
- ☐ Conduct fire prevention and safety programs for schools, industrial facilities, etc.
- ☐ Provide firefighting, first aid, or emergency response training programs

**Volunteer EMS departments**

Do the ambulance or paramedic services perform any of the following services? (Y/N)

- ☐ Patient transport services to and from medical facilities in non-emergency situations
- ☐ Technical rescue operations (vehicle, confined space, trench, or excavation rescue)
- ☐ Water rescue
- ☐ Search and rescue (mountain, ground, or urban)

✓ **Applicant signature:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Print name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Please email completed form to **underwriting@texasmutual.com** or fax to  
**(800) 359-0650**.

Thank you for taking the time to review this information. If you have any questions, please call  
(800) 859-5995.

**CONSENT ITEM : NO**

---

**DATE:** October 18, 2022**FROM:** Nereida Perez, Finance Director**ITEM:** Discussion and Possible action on selecting an Audit Firm for FYE 21-22 and possibly FYE 22-23.

---

**BACKGROUND INFORMATION:**

The City of Mercedes went out for bids for auditing services and received a total of four bids.

**List of Firms:**

Adrian Webb, CPA  
Martinez, Rosario, & Company LLP.  
Burton, McCumber & Longoria, LLP.  
Luis Orozco, CPA

Attached you will also find a summary for each audit firm regarding years of experience, estimated completion date, staff assigned and proposal completion.

**BOARD REVIEW/CITIZEN FEEDBACK:** N/A**ALTERNATIVES/OPTIONS:** N/A**FISCAL IMPACT:** Budgeted for FY 22-23 \$60,000.

<b>Proposed Expenditure/(Revenue):</b>	<b>Account Number(s):</b>
\$60,000	01-540-2020 & 02-545-2020

**Finance Review by:** Nereida Perez, Finance Director**LEGAL REVIEW:****ATTACHMENTS:**

1. Bids for each firm

**DRAFT MOTION:** Staff is recommending approval of Adrian Webb, CPA.

**CONSENT ITEM : NO****DATE:** October 18, 2022**FROM:** Nereida Perez, Finance Director**ITEM:** Discussion and Possible action on the Interlocal Agreement with the County of Hidalgo:  
Office of the Tax Assessor Collector

---

**BACKGROUND INFORMATION:**

The Tax Assessor's office currently manages the tax collections for the City of Mercedes.

They are proposing an increase to their annual fee from \$21,936 to \$23,028. The increase is within the 5% threshold as allowed by contract.

Attached is a copy of the interlocal agreement for your review.

**BOARD REVIEW/CITIZEN FEEDBACK:** N/A**ALTERNATIVES/OPTIONS:** N/A**FISCAL IMPACT:** Additional \$1,092 needed for FY 22-23.

<b>Proposed Expenditure/(Revenue):</b>	<b>Account Number(s):</b>
\$23,028	01-540-2146

**Finance Review by:** Nereida Perez, Finance Director**LEGAL REVIEW:****ATTACHMENTS:**

1. Interlocal Agreement

**DRAFT MOTION:** Staff recommendation is to approve.

Office of Tax Assessor-Collector

# COUNTY of HIDALGO

Pablo "Paul" Villarreal, Jr. PCC.



September 12, 2022

Nereida Perez  
Finance Director, City of Mercedes  
400 South Ohio  
Mercedes, TX. 78570

P.O. Box 178  
Edinburg, Texas 78540-0178  
Ph. (956) 318-2157  
Fax (956) 318-2733  
[www.hidalgocountytax.org](http://www.hidalgocountytax.org)

Dear Ms. Perez:

As per Clause VI, consideration of our Collection of Taxes Contract, be advised that the fee for the taxable year 2022 will increase to a new annual fee of **\$23,028.00** effective October 1, 2022.

This increase is within the 5% threshold as allowed by contract.

Please sign, date and return this letter to us as soon as possible.

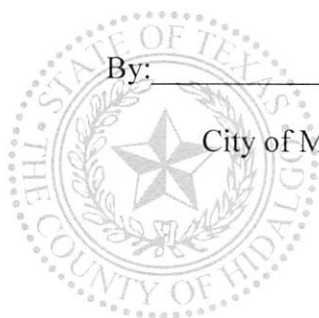
Sincerely,

Pablo (Paul) Villarreal, Jr. PCC  
Hidalgo County Tax Assessor-Collector

XC: Hon. Richard Cortez  
Hidalgo County Judge

Ms. Linda Fong, CPFO  
Hidalgo County Auditor

Accepted & Agreed:



By: \_\_\_\_\_

City of Mercedes

\_\_\_\_\_  
Printed name And Title

\_\_\_\_\_  
Date

Office of Tax Assessor-Collector

# COUNTY of HIDALGO

Pablo "Paul" Villarreal, Jr. PCC.



STATE OF TEXAS

COUNTY OF HIDALGO

AMENDMENT TO  
INTER-LOCAL COOPERATION AGREEMENT  
FOR TAX ASSESSMENT AND COLLECTION

P.O. Box 178  
Edinburg, Texas 78540-0178  
Ph. (956) 318-2157  
Fax (956) 318-2733  
[www.hidalgocountytax.org](http://www.hidalgocountytax.org)

This AMENDMENT TO INTER-LOCAL COOPERATION AGREEMENT FOR TAX ASSESSMENT AND COLLECTION ("AMENDMENT"), dated \_\_\_\_\_, is made between the **CITY OF Mercedes**, hereinafter referred to as "CITY," and Hidalgo County, hereinafter referred to as "COUNTY", pursuant to the provisions of the Texas Inter-local Cooperation Act, as follows:

WHEREAS, on or about June 1<sup>st</sup>, 2001, COUNTY entered into an Inter-local Cooperation Agreement "(Inter-local)" with CITY for the consolidation of the assessment and collection of property taxes; and

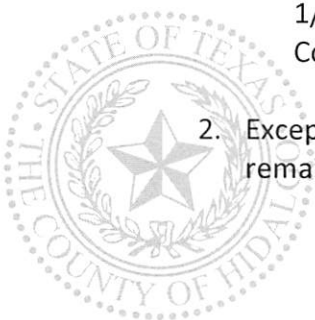
WHEREAS, COUNTY and CITY, now desire to amend the Inter-local as hereinafter provided.

NOW THEREFORE, for the purpose stated herein, COUNTY and CITY hereby agree to the following amendments to the Inter-local:

1. Section VI of the Inter-local is amended to read as follows:

1. CITY hereby agrees to pay and COUNTY agrees to accept a fee of \$23,028.00 of all current and delinquent base taxes collected from October 1<sup>st</sup> through September 30, 2023. For subsequent years after reviewing actual collection costs, COUNTY will submit to CITY, prior to October 1st, the fee for the following year. In no event will the cost increase by more than five percent (5%) per year. CITY will have until September 30, to accept the recommended fee.
2. COUNTY will be paid by deducting the fee at the rate of \$1,919.00 from monthly collections and will submit Monthly Collections Reports. For following years, if the fee changes, the COUNTY will be paid by deducting the fee at the rate of 1/12<sup>th</sup> collection fee from monthly collections and will submit Monthly Collections Reports.

2. Except as modified herein, all terms and conditions of the Inter-local, as amended, remain in full force and effect.



WITNESS THE HANDS OF THE PARTIES effective as of the date and year first written above.

CITY OF MERCEDES

BY: \_\_\_\_\_  
**Oscar D. Montoya Sr.**  
City of Mercedes Mayor

ATTEST:

\_\_\_\_\_  
Secretary, Board of Trustees

HIDALGO COUNTY

By: \_\_\_\_\_  
**Richard F. Cortez**  
Hidalgo County Judge

ATTEST:

\_\_\_\_\_  
**Arturo Guajardo Jr.**  
Hidalgo County Clerk

# Finance Report

## Item 11 CITY OF MERCEDES SALES TAX COMPARATIVE ANALYSIS BY MONTH RECEIVED

FY 2020-2021								
Recvd	Period	State Comptroller	EDC (25%)	Outlet Mall	Mth % Inc/Dec	City (75%)	Outlet Mall	Mth % Inc/Dec
Oct	Aug	360,547.72	86,798.28	3,338.65	12.42%	260,394.83	10,015.96	12.42%
Nov	Sept	460,051.33	109,957.47	5,055.36	26.68%	329,872.41	15,166.09	26.68%
Dec	Oct	415,587.16	99,592.24	4,304.55	-9.43%	298,776.72	12,913.65	-9.43%
Jan	Nov	495,384.03	118,122.77	5,723.24	18.61%	354,368.31	17,169.71	18.61%
Feb	Dec	713,337.55	168,646.44	9,687.95	42.77%	505,939.32	29,063.84	42.77%
Mar	Jan	410,152.48	98,752.32	3,785.80	-41.44%	296,256.95	11,357.41	-41.44%
Apr	Feb	391,843.83	94,641.26	3,319.70	-4.16%	283,923.77	9,959.10	-4.16%
May	Mar	702,975.27	166,637.28	9,106.54	76.07%	499,911.84	27,319.61	76.07%
Jun	Apr	550,282.65	130,901.65	6,669.01	-21.45%	392,704.96	20,007.03	-21.45%
Jul	May	537,060.71	127,770.34	6,494.84	-2.39%	383,311.02	19,484.51	-2.39%
Aug	June	596,505.30	141,812.47	7,313.86	10.99%	425,437.40	21,941.58	10.99%
Sep	July	535,056.47	126,949.23	6,814.89	-10.48%	380,847.69	20,444.66	-10.48%
		6,168,784.50	1,470,581.75	71,614.39	12.60%	4,411,745.22	214,843.15	12.60%

FY 2021-2022								
State Comptroller	EDC (25%)	Outlet Mall	Mth % Inc/Dec	City (75%)	Outlet Mall	Mth % Inc/Dec		
532,219.32	126,355.59	6,699.24	-0.47%	379,066.78	20,097.71	-0.47%		
587,652.79	140,871.36	6,041.84	11.49%	422,614.08	18,125.51	11.49%		
437,734.09	86,028.38	23,405.14	-38.93%	241,523.79	86,776.78	-42.85%		
697,918.59	124,014.84	50,464.81	44.16%	481,772.27	41,666.67	99.47%		
1,038,314.60	171,132.45	88,446.20	37.99%	737,069.28	41,666.67	52.99%		
520,940.96	100,115.16	30,120.08	-41.50%	349,039.06	41,666.66	-52.65%		
521,262.12	98,145.09	32,170.44	-1.97%	349,279.92	41,666.67	0.07%		
736,963.37	140,542.60	43,698.24	43.20%	511,055.86	41,666.67	46.32%		
661,168.76	118,195.39	47,096.80	-15.90%	454,209.91	41,666.66	-11.12%		
586,740.98	112,926.95	33,758.30	-4.46%	398,389.07	41,666.67	-12.29%		
678,264.18	130,994.08	38,571.97	16.00%	467,031.47	41,666.67	17.23%		
666,634.19	123,424.19	43,234.36	-5.78%	458,308.98	41,666.66	-1.87%		
7,665,813.95	1,472,746.08	443,707.42	0.15%	5,249,360.47	500,000.00	18.99%		

### Yearly Total Sales Tax Comparison

	2020-2021	2021-2022	Yr % Inc/Dec
Oct	360,547.72	532,219.32	47.61%
Nov	460,051.33	587,652.79	27.74%
Dec	415,587.16	437,734.09	5.33%
Jan	495,384.03	697,918.59	40.88%
Feb	713,337.55	1,038,314.60	45.56%
Mar	410,152.48	520,940.96	27.01%
Apr	391,843.83	521,262.12	33.03%
May	702,975.27	736,963.37	4.83%
Jun	550,282.65	661,168.76	20.15%
Jul	537,060.71	586,740.98	9.25%
Aug	596,505.30	678,264.18	13.71%
Sep	535,056.47	666,634.19	24.59%
	6,168,784.50	7,665,813.95	24.27%

### Yearly City Sales Tax Comparison

	2020-2021	2021-2022	Yr % Inc/Dec
Oct	260,394.83	379,066.78	45.57%
Nov	329,872.41	422,614.08	28.11%
Dec	298,776.72	241,523.79	-19.16%
Jan	354,368.31	481,772.27	35.95%
Feb	505,939.32	737,069.28	45.68%
Mar	296,256.95	349,039.06	17.82%
Apr	283,923.77	349,279.92	23.02%
May	499,911.84	511,055.86	2.23%
Jun	392,704.96	454,209.91	15.66%
Jul	383,311.02	398,389.07	3.93%
Aug	425,437.40	467,031.47	9.78%
Sep	380,847.69	458,308.98	20.34%
	4,411,745.22	5,249,360.47	18.99%

BUDGET	4,800,000
% OF BUDGET	39.05%
FY 21-22	
Gain/(Loss)	837,615

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

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
ADEPT FACILITIES & DESIGN, INC	9/30/22	EXT WINDOWS/ SEALS	GENERAL FUND	LIBRARY	15,000.00
				TOTAL:	15,000.00
BLUECROSS AND BLUE SHIELD OF TEXAS	9/15/22	PERIOD:9/01-10/01/22 EMP.I	GENERAL FUND	POLICE	18,958.21
				TOTAL:	18,958.21
CITY OF MERCEDES	9/14/22	JULY-AUG 2022 WATER CONSUM	GENERAL FUND	PARKS & RECREATION	13,583.15
				TOTAL:	13,583.15
DEVELOPMENT CORPORATION OF MERCEDES	9/26/22	SEPT 2022 SALES TAX DUE TO	GENERAL FUND	NON-DEPARTMENTAL	166,658.54
	9/16/22	VTX NOTE PAYMENT #51	GENERAL FUND	NON-DEPARTMENTAL	10,416.67
				TOTAL:	177,075.21
GEXA ENERGY, LP	9/23/22	JULY-AUG 2022 ELECTRICITY	GENERAL FUND	NON-DEPARTMENTAL	14,697.87
	9/23/22	JULY-AUG 2022 ELECTRICITY	UTILITY FUND	WATER/SEWER TREATMENT	22,731.51
				TOTAL:	37,429.38
INSIGHT PUBLIC SECTOR, INC.	9/28/22	DELL SERVER	SPECIAL REVENUE FU	ALA LIBRARY COVID RELI	13,658.30
				TOTAL:	13,658.30
JONES & BARTLETT LEARNING, LLC	9/28/22	BU-TEEX PARAMEDIC BN	EMS FUND	PARAMEDIC COURSE	20,535.15
				TOTAL:	20,535.15
KCI TECHNOLOGIES, INC.	9/28/22	792744 MILE 1 EAST PROF. S	AMERICAN RESCUE FU	INVALID DEPARTMENT	83,887.19
	9/28/22	837787R-866192 MILE 1 EAST	AMERICAN RESCUE FU	INVALID DEPARTMENT	27,507.91
	9/28/22	837787R-866192 MILE 1 EAST	SERIES 2021	STREET IMPROVEMENTS	400,000.00
				TOTAL:	511,395.10
KNAPP MEDICAL CENTER	9/19/22	091222-04930 FINAL INCENTI	GENERAL FUND	NON-DEPARTMENTAL	75,000.00
				TOTAL:	75,000.00
LONESTAR LOGOS MANAGEMENT COMPANY, LLC	9/28/22	0-133060-R5B9 SIGNS LOCATE	HOTEL,MOTEL TAX	NON-DEPARTMENTAL	14,130.00
				TOTAL:	14,130.00
MUNICIPAL SERVICES, LLC	9/29/22	NO.3 REHABILITATION/IMPROV	SERIES 2021	DRAINAGE IMPROVEMENTS	52,537.50
				TOTAL:	52,537.50
RON HOOVER COMPANIES OF DONNA, INC	9/23/22	244778 EQUIPMENT FOR REPAI	GENERAL FUND	PARKS & RECREATION	15,424.82
				TOTAL:	15,424.82
SIMON PROPERTY GROUP, LP	9/26/22	07122022 1ST & 3RD QTR PMT	GENERAL FUND	NON-DEPARTMENTAL	194,464.38
				TOTAL:	194,464.38
SWG ENGINEERING, LLC	9/26/22	10131 ADDTL. SRVS WATER ME	GENERAL FUND	NON-DEPARTMENTAL	19,950.00
				TOTAL:	19,950.00
TEXAS NATIONAL BANK	9/15/22	FEDERAL W/H	GENERAL FUND	NON-DEPARTMENTAL	12,266.48
	9/15/22	FEDERAL W/H	GENERAL FUND	NON-DEPARTMENTAL	13,798.12
	9/28/22	FEDERAL W/H	GENERAL FUND	NON-DEPARTMENTAL	12,861.67
	9/15/22	FICA W/H	GENERAL FUND	NON-DEPARTMENTAL	11,003.90
	9/15/22	FICA W/H	GENERAL FUND	NON-DEPARTMENTAL	11,815.74
	9/28/22	FICA W/H	GENERAL FUND	NON-DEPARTMENTAL	11,379.13
				TOTAL:	73,125.04
WASTE CONNECTIONS OF TEXAS	9/28/22	2010059V113 07/01-7/31/22	GENERAL FUND	SANITATION DEPARTMENT	114,403.30
	9/28/22	2021560V113 08/01-08/30/22	GENERAL FUND	SANITATION DEPARTMENT	114,706.20

<u>VENDOR NAME</u>	<u>DATE</u>	<u>DESCRIPTION</u>	<u>FUND</u>	<u>DEPARTMENT</u>	<u>AMOUNT</u>
				TOTAL:	229,109.50
WHITE ROCK SECURITY GROUP, LLC	9/14/22	NINJAPRO BITDEFENDER	GENERAL FUND	INFORMATION TECHNOLOGY	10,977.50
				TOTAL:	10,977.50

===== FUND TOTALS =====

01	GENERAL FUND	857,365.68
02	UTILITY FUND	22,731.51
07	SPECIAL REVENUE FUND	13,658.30
16	HOTEL,MOTEL TAX	14,130.00
46	EMS FUND	20,535.15
51	AMERICAN RESCUE FUND	111,395.10
52	SERIES 2021	452,537.50
-----		
GRAND TOTAL:		1,492,353.24
-----		

TOTAL PAGES: 2

**Mercedes Municipal Court**  
Revenue Collected by Citations  
September 1, 2022 - September 30, 2022

City of Mercedes Revenue	<b>\$12,129.67</b>
--------------------------	--------------------

State of Texas Revenue	<b>\$ 9,563.16</b>
------------------------	--------------------

Total Revenue Collected	<b>\$21,692.83</b>
-------------------------	--------------------

Total Number of Cases (Dockets) Heard by Court - **51**

  
\_\_\_\_\_  
Eduardo Mendoza, Municipal Court Coordinator

# Memo

**To:** Alberto Perez, City Manager  
**From:** Marisol Vidales, Library Director  
**CC:** Javier Ramirez, Assistant City Manager  
**Date:** October 12, 2022  
**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 September 2022.

## Meetings

- TSLAC Digital Navigator Cohort Meeting (9/6) – Tristan Garza, Michelle Muniz, & Marisol Vidales
- City Commission Meeting (9/6) – Marisol Vidales
- United Way Presentation (9/6) – Marisol Vidales, Michelle Muniz, Daniela Alejo, Isabel Mendoza, Janie Palacios, Frank Rivas, Isabel Vallejo and Mary Jane Hernandez
- Department Head Meeting (9/7) – Marisol Vidales
- Penguin Random House Morning Book Buzz (9/7) – Marisol Vidales
- Hidalgo County Health and Human Services Walk-Through (9/13) – Marisol Vidales & Michelle Muniz
- Digital Navigator Working Group Meeting (9/14) – Tristan Garza & Anthony Cardenas
- Fall Graphic Novels for All Levels (9/14) – Michelle Muniz
- The Best in Fall Nonfiction – Part 2 (9/20) – Marisol Vidales
- Department Head Meeting (9/21) – Marisol Vidales
- South Texas Farm Fest Meeting (9/21) – Marisol Vidales
- TSLAC Digital Navigator Cohort Meeting (9/21) – Tristan Garza & Anthony Cardenas
- 2022-2023 Programming Meeting (9/26) – Marisol Vidales, Michelle Muniz, & Frank Rivas
- Texas Children in Nature Meeting (9/27) – Marisol Vidales
- National Night Out Meeting (9/27) – Michelle Muniz
- Strategic Data-Driven Decisions (9/28) – Marisol Vidales
- HCLS Officer Meeting (9/29) – Marisol Vidales

## Trainings

- Back to School: Optimizing the PAC (9/14) – Daniela Alejo
- Breaking Bans: A Celebration of Challenged Books (9/21) – Michelle Muniz
- Café training (9/26) – Janie Palacios, Daniela Alejo, & Isabel Vallejo
- Hidalgo County Community Service Agency Utility Assistance Training (9/28) – Mary Jane Hernandez, Janie Palacios, Frank Rivas, Maria Isabel Mendoza, Daniela Alejo, and Flora Ramirez.

### **Outreach**

Taylor Elementary Field Trip (9/30) – Frank Rivas & Daniela Alejo  
Adults: 9      Children: 73

### **Events/Programming**

#### Adult Programming

- Digital Navigator Computer Class (9/6) – The class curriculum is created and taught by Tristan Garza and Anthony Cardenas.  
Adults: 12
- Digital Navigator Computer Class (9/7) – The class curriculum is created and taught by Tristan Garza and Anthony Cardenas.  
Adults: 7
- Digital Navigator Computer Class (9/14) – The class curriculum is created and taught by Tristan Garza and Anthony Cardenas  
Adults: 7
- Digital Navigator Computer Class (9/17) – The class curriculum is created and taught by Tristan Garza and Anthony Cardenas  
Adults: 11
- Digital Navigator Computer Class (9/24) – The class curriculum is created and taught by Tristan Garza and Anthony Cardenas  
Adults: 9
- ESL Class (9/6, 9/12, 9/13, 9/19, & 9/20) – The class is taught by a Region One ESC instructor.  
Adults: 4 students attended each session.
- Constitutional Law Class (9/12 & 9/19) – The class is taught by Silvestre Moreno  
Adults: 1 adult attended each session.
- Book Club (9/29) – The book club is moderated by Michelle Muniz  
Adults: 3

Teen Programming – The majority of the teen programming is planned and executed by Michelle Muniz

- K-Pop Night (9/14)  
Teens: 6

Children's Programming – The majority of the children's programming is planned and executed by Frank Rivas

- Toddler Time (9/6)  
Toddlers: 2      Adults: 2
- Story Time (9/6)  
Children: 3
- Craft Day was hosted by Behavioral Health Solutions of South Texas (9/8)

- Children: 9    Adults: 2
- Toddler Time (9/13)  
Toddlers: 3    Adults: 3
- Story Time (9/13)  
Children: 4
- Movie Day – Encanto (9/15)  
Children: 4    Adults: 4
- Toddler Time (9/20)  
Children: 2    Adults: 3
- Story Time (9/20)  
Children: 3
- Bibloteria (9/22)  
Children: 9    Adults: 1
- Toddler Time (9/27)  
Children: 3    Adults: 3
- Story Time (9/27)  
Children: 4
- Kids Yoga was hosted by Yoga Instructor Antonio Garza  
Children: 5    Adults: 2
- Movie Day – A Wrinkle in Time (9/29)  
Children: 7    Adults: 1

Piano Lessons are being provided by Music Instructor Rachel Lovestrand

- Toddler Piano Lesson (9/7)  
Toddlers: 3    Adults: 5
- Toddler Piano Lesson (9/14)  
Toddlers: 2    Adults: 2
- Children's Piano Lesson (9/14)  
Children: 2    Adults: 2
- Toddler Piano Lesson (9/21)  
Toddlers: 3    Adults: 3
- Children's Piano Lesson (9/21)  
Children: 2    Adults: 1
- Toddler Piano Lesson (9/28)  
Toddlers: 3    Adults: 3

### Events

- September Birthday Celebrations (9/9) – Michelle Muniz attended in order to celebrate September birthdays.
- Food Distribution Event (9/14) – Frank Rivas attended and assisted in this event.

### **Other Projects/Duties**

#### **Café**

- We sold 565 individual items for the 21 days that we were open and we made \$2,328.63 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 4 newsletters for September- New Arrivals for Books, Space Art Contest Announcement, Fall Events, and October Library News.
- Created a total of 57 flyers for the month of September for the library, café, city, and HCLS.
- Posted 330 items across Facebook, Instagram, and Twitter for the Library, Café, HCLS, and the City.
- Created 2 book rivers on TLC Catalog to honor monthly observances highlighting our collection which were Women's Friendship Month & Self Care Awareness Month.
- Created 2 shelves in cloudLibrary in honor of monthly observances highlighting our collection which was Hispanic Heritage Month and Banned Books.
- Created 2 book displays in the adult section for the month of September – Banned Book Week and Hispanic Heritage Month. Display also consisted of an interactive element which was to guess the copy of a shredded book which has been challenged in order to win a prize.
- Created 2 book displays in the children's section for the month of September – Hispanic Heritage Month highlighting Pura Belpre & Tomas Rivera award winners and Banned Book Week.
- Created 1 display in honor of Library Card Sign-Up Month. The display involved displaying library cards from Hidalgo County, the United States and throughout the world. It also involved various contests which included all new library card holders getting entered into a raffle for a gift bag and guessing the most popular title in the children's and adult collection. We had a total of 3 winners for the new library card raffle and two winners for the most popular book contest.

#### **Administration/Collection Management/Development**

- Complied and submitted performance measures report for the 3<sup>rd</sup> quarter of the Digital Navigator grant.
- Revised end of course survey for the Digital Navigator computer class students and created a new demographics survey in order to compile more statistics for our ongoing grant and for future grant applications.
- Worked with Hidalgo County Health Department to establish a date for a Covid vaccination clinic at the library for staff and community members. This included promotion, a site walk-through, and registering people for the clinic.
- Met with Victoria Eschete to continue providing aid with the 1<sup>st</sup> Annual South Texas Farm Fest. Scheduled the first meeting and subsequent planning meetings for all departments involved. Created a program schedule, lists of supplies needed, volunteer list, etc.
- Reviewed library budget for any line items that were over budget and submitted budget amendments.
- Met with art teacher Diane Roman-Goldsberry to discuss her grant application and provided her assistance in completing it, provided information on streaming equipment, reviewed the art exhibit schedule for the fiscal year, and upcoming programming and art classes.

- Updated the library website pages to include new programming, remove material no longer carried, update staff, etc.
- Worked with City Manager and Adept Facilities and Design to complete the exterior repairs of the library before the end of the fiscal year.
- Submitted Library Goals report for the 2022-2023 year to the City Manager.
- Wrote and created a collection development policy as well as a hotspot circulation policy and lending agreement which at the time was pending board and city commission approval.
- Attended the Texas Children in Nature Regional Quarterly meeting to discuss methods to reach their 5 strategies in the Rio Grande Valley and discuss the implementation of a 6<sup>th</sup> strategy known as “Children’s Bill of Rights”. After presenting this to the City Manager he was interested in Mercedes being a part of the strategy and will be working with TCiN to develop our Bill of Rights.
- The Interlibrary Loan program uses a software known as Navigator to list all the items that are available for lending throughout the United States. The records for all our items are updated monthly by our Senior Cataloger to include new additions and deletions. Unfortunately, some records are incomplete or had an issue when they were first uploaded. Our Senior Cataloger is going through this unresolved list to repair all the damaged records. This will be a lengthy process and she is 15% complete at this point. It is estimated that the repair will take 6 to 8 months.

**Dr. Hector P. Garcia Memorial Library Statistical Report**

**Sep-22**

Circulation	2022	2021
Check-Outs & Renewals:	711	515
Year to Date Total:	8,365	10996
In-House Book Circulation:	122	151
Year to Date Total:	1,795	479
In-House Magazine Circulation:	39	52
Year to Date Total:	334	184
In-House Newspaper Circulation:	74	70
Year to Date Total:	594	260
New Borrowers:	30	22
Year to Date Total:	271	157

Digital Resources	2022	2021
cloudLibrary Checkouts:	7440	0
Year to Date Total:	86891	0
NewsStand Checkouts:	374	0
Year to Date Total:	2408	0

Interlibrary Loans (ILL's)	2022	2021
Items Requested:	87	78
Year to Date Total:	950	895
Items Sent:	50	41
Year to Date Total:	481	438

Book & Media Donations	2022	2021
Donations Received:	0	0
Year to Date Total:	548	717
Donations Selected:	0	0
Year to Date Total:	113	153

Reference Assistance	2022	2021
By Phone:	59	119
Year to Date Total:	1,249	2975
In-Person:	99	115
Year to Date Total:	1,123	1265

Reference Services	2022	2021
Directional/Basic Questions:	42	107
Year to Date Total:	834	2150
Research Questions:	15	43
Year to Date Total:	338	562
Computer Questions:	21	37
Year to Date Total:	358	226
Fax Assistance:	61	60
Year to Date Total:	753	373
Copy Assistance:	39	116
Year to Date Total:	840	662
Scan Assistance:	18	4
Year to Date Total:	130	51
Print Outs:	2327	0
Year to Date Total:	15055	0

Computer Sessions	2022	2021
Adult Lab Sessions:	416	369
Year to Date Total:	4,656	1812
Juvenile Lab Sessions:	21	23
Year to Date Total:	625	407
WiFi:	2,973	977
Year to Date Total:	36,743	13081

Meeting Room Sessions	2022	2021
Sessions:	44	10
Year to Date Total:	398	19

Technical Services	2022	2021
New Items Added:	71	119
Year to Date Total:	855	847
Items Processed:	36	172
Year to Date Total:	623	812
Items Withdrawn:	2	0
Year to Date Total:	241	1114
Items Recataloged:	0	73
Year to Date Total:	747	2072
Items Repaired:	4	2
Year to Date Total:	88	15

**Dr. Hector P. Garcia Memorial Library Statistical Report**

**Sep-22**

<b>Adult Programming</b>	<b>2022</b>	<b>2021</b>
Adult Events:	13	0
Year to Date Total:	76	11
Adults in Attendance:	71	0
Year to Date Total:	583	24
Live Views:	0	0
Year to Date Total:	1	0
Recorded Counts:	0	0
Year to Date Total:	0	13

<b>Teen Programming</b>	<b>2022</b>	<b>2021</b>
Teen Events:	1	4
Year to Date Total:	27	18
Teens in Attendance:	7	12
Year to Date Total:	134	43
Live Views:		0
Year to Date Total:	0	0
Recorded Counts:		0
Year to Date Total:	0	0

<b>Children's Programming</b>	<b>2022</b>	<b>2021</b>
Children Events:	11	6
Year to Date Total:	68	38
Children in Attendance:	52	36
Year to Date Total:	718	290
Adults in Attendance:	13	20
Year to Date Total:	266	73
Live Views:	0	0
Year to Date Total:	62	0
Recorded Views:	0	238
Year to Date Total:	644	4760

<b>Toddler Programming</b>	<b>2022</b>	<b>2021</b>
Toddler Events:	8	0
Year to Date Total:	26	0
Toddler in Attendance:	21	0
Year to Date Total:	31	0
Adults in Attendance:	24	0
Year to Date Total:	30	0
Live Views:	0	0
Year to Date Total:	41	0
Recorded Views:	0	0
Year to Date Total:	247	0

<b>General Programming</b>	<b>2022</b>	<b>2021</b>
Events:	0	0
Year to Date Total:	8	0
Toddlers in Attendance:	0	0
Year to Date Total:	22	0
Children in Attendance:	0	0
Year to Date Total:	392	0
Teens in Attendance:	0	0
Year to Date Total:	47	0
Adults in Attendance:	0	0
Year to Date Total:	201	0
Live Views:	0	0
Year to Date Total:	0	0
Recorded Views:	0	0
Year to Date Total:	0	0

<b>Outreach Programming</b>	<b>2022</b>	<b>2021</b>
Events:	1	0
Year to Date Total:	20	5
Toddlers in Attendance:	73	0
Year to Date Total:	156	0
Children in Attendance:	0	0
Year to Date Total:	611	59
Teens in Attendance:	0	0
Year to Date Total:	0	0
Adults in Attendance:	9	0
Year to Date Total:	256	34
General Attendance:	0	
Year to Date Total:	13	

<b>Reading Programs</b>	<b>2022</b>	<b>2021</b>
Toddler Reading Logs:	0	0
Children Reading Logs:	0	0
Teen Reading Logs:	0	0
Adult Reading Logs:	0	0
Total:	82	61

<b>Volunteer Hours</b>	<b>2022</b>	<b>2021</b>
Total:	72.5	179
Year to Date Total:	1771.25	1427.25

**Dr. Hector P. Garcia Memorial Library Statistical Report****Sep-22**

<b>Curbside Services</b>	<b>2022</b>	<b>2021</b>
Curbside Café:	15	10
Year to Date Total:	278	517
Curbside Circulation:	0	0
Year to Date Total:	25	0
Curbside Crafts:	1	0
Year to Date Total:	68	0
Curbside Other Services:	1	43
Year to Date Total:	48	3256

<b>Library Visits</b>	<b>2022</b>	<b>2021</b>
Visits:	2,639	1880
Year to Date Total:	26,320	8545

<b>Café Visits</b>	<b>2022</b>	<b>2021</b>
Visits:	481	356
Year to Date Total:	5806	1544

<b>Café Sales</b>	<b>2022</b>	<b>2021</b>
Net Sales:	\$ 2,151.35	2140.21
Year to Date Total:	\$ 25,530.54	15974.73
Sales Tax:	\$ 177.28	176.66
Year to Date Total:	\$ 2,090.82	1319.94

<b>Social Media</b>	<b>2022</b>	<b>2021</b>
Library Posts:	271	0
Year to Date Total:	2545	0
Library DMs:	10	0
Year to Date Total:	24	0
Cafe Posts:	48	0
Year to Date Total:	407	0
Café DMs:	0	0
Year to Date Total:	2	0
City Posts:	9	0
Year to Date Total:	115	0
City DMs:	1	0
Year to Date Total:	23	0
Videos Created:	0	0
Year to Date Total:	10	0
Website Updates:	43	0
Year to Date Total:	220	0
HCLS Posts:	2	0
Year to Date:	26	0

**PLANNING DEPARTMENT**  
**(PERMITS/INSPECTIONS/ CODE ENFORCEMENT)**

PERMITS ISSUED	October	November	December	January	February	March	April	May	June	July	August	Sept
Residential	\$ 33,770.05	17620.4	\$ 18,066.25	\$ 20,446.00	\$ 26,540.00	\$ 15,111.50	\$ 1,197,755.50	\$ 1,745,366.96	\$ 14,116.25	\$ 14,348.90	\$ 21,490.30	\$ 1,671,996.95
New Residential Const				12	9	1	7	4	6	9	7	5
Commercial	\$ 2,471.50	35240.8	\$ 1,523.75	\$ 2,552.35	\$ 2,079.00	\$ 4,784.00	\$ 10,042,729.00	\$ 1,942,349.14	\$ 17,961.25	\$ 22,163.75	\$ 6,081.35	\$ 1,137,730.29
New Commercial Const				0	0	2	1	0	2	1	1	1
Total Cash Collected	\$ 36,241.55	\$ 52,861.20	\$ 19,590.00	\$ 23,115.35	\$ 57,084.00	\$ 33,331.00	\$ 21,694.85	\$ 29,720.00	\$ -	\$ 36,512.65	\$ -	\$ 40,104.20
<b>INSPECTIONS</b>												
Residential	272	280	211	244	298	341	243	258	224	177	220	139
Re-Inspections	21	20	8	15	24	22	26	20	9	18	32	4
Commercial	15	15	9	8	4	15	10	6	20	19	18	25
Re-Inspections	0	1	1	1	0	0	0	0	0	0	3	0
Health Inspections	19	5	7	7	10	15	7	4	5	14	7	12
Re-Inspections	0	0	0	0	0	0	0	0	0	0	0	0
Fire Inspections	9	20	12	14	8	76	16	17	10	11	12	67
Re-Inspections	0	0	0	0	0	0	0	0	0	0	0	0
OTHER											0	
Vendor permits	14	40	3	3	1	2	2	0	0	20	19	33
Stock show Vendors	26	0	11	10	43	102	0	0	0	34	0	0
Outdoor sales permits	1	1	0	1	1	1	1	0	0	1	0	1
Peddlers permits	0	0	0	0	0	1	0	1	0	10	0	4
Stop work orders	0	0	0	0	0		0	0	0	1	0	3
New Contractors	12	9	10	12	7	12	19	18	21	13	16	10
Contractor Renewal	11	17	16	20	5	7	15	14	17	6	14	19

CODE ENFORCEMENT	October	November	December	January	February	March	April	May	June	July	August	Sept
accumulating junk	13	7	13	7	16	8	9	16	13	7	12	25
Closed incidents	5	2	8	8	7	3	3	0	0	0	0	0
Illegal dumping	9	7	24	24	13	16	19	25	22	13	34	30
Closed incidents	10	1	7	10	9	7	3	0	0	0	0	0
Junk Vehicles	8	4	9	7	0	38	16	48	19	5	16	20
Closed incidents	1	1	3	3	0	2	9	0	0	0	0	0
Livestock	0	0	0	1	0	0	0	2	0	0	0	0
Closed incidents	0	0	0	0	0	0	0	0	0	0	0	0
Maintain Alley	0	0	0	1	0	0	2	16	16	4	10	18
Closed incidents	1	0	0	0	0	0	0	0	0	0	0	0
Noxious Weeds	0	0	0	1	0	1	1	0	1	0	0	0
Closed incidents	0	1	0	1	0	1	0	0	0	0	0	0
Vermin Harborage	0	0	0	0	0	0	0	0	0	0	0	0
Closed incidents	0	0	0	0	0	0	0	0	0		0	0
Stagnant Water	0	0	0	1	0	0	0	6	0	0	0	1
Closed incidents	0	0	0	1	0	0	0	0	0	0	0	0
Truck Trailers	0	0	0	2	4	0	3	2	2	0	0	3
Closed incidents	0	0	0	0	1	0	0	0	0	0	0	0
Health Issues	1	0	0	0	0	0	0	7	0	20	2	0
Closed incidents	1	0	0	0	0	0	0	0	0		2	0

**PLANNING DEPARTMENT**  
**(PERMITS/INSPECTIONS/ CODE ENFORCEMENT)**

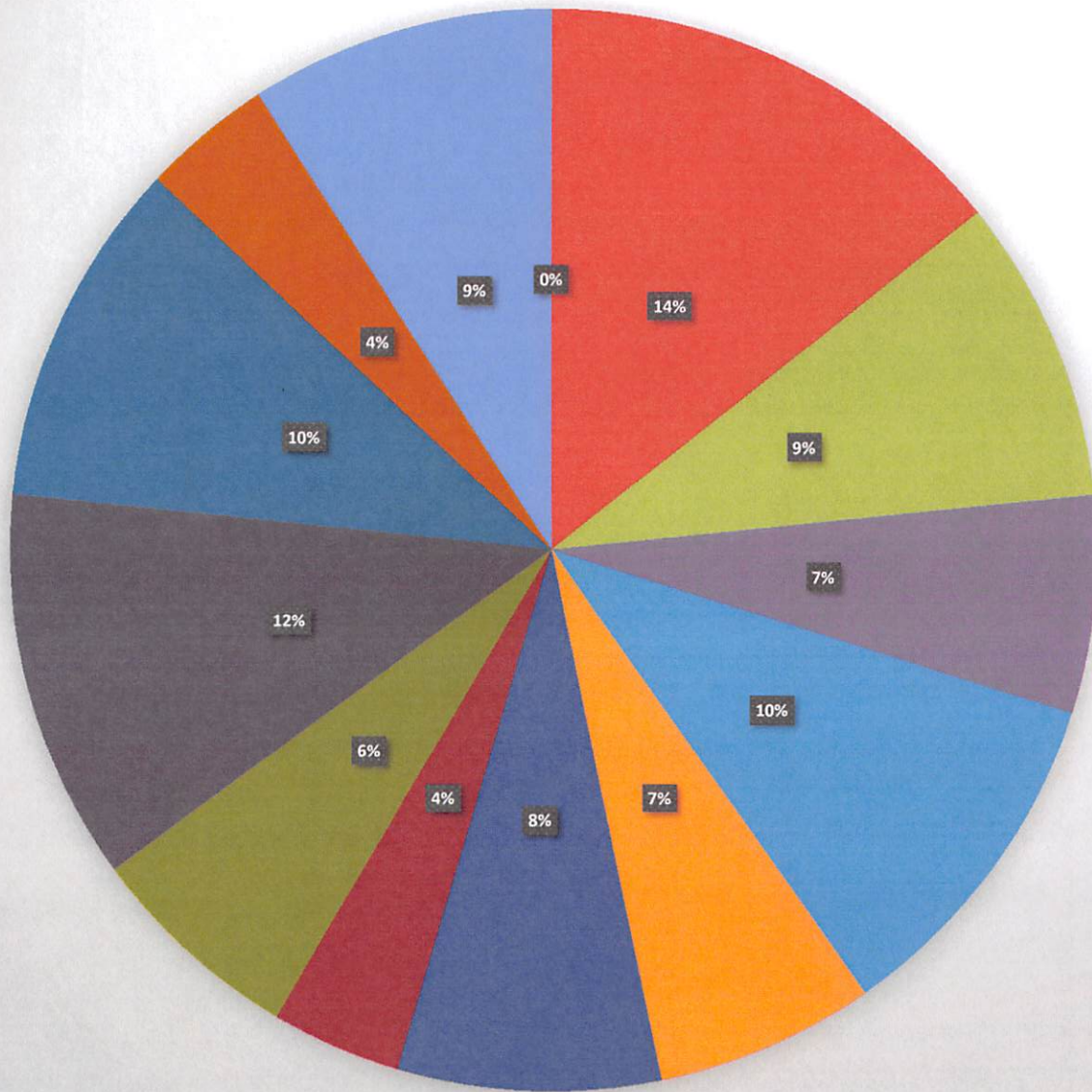
<b>Weedy Lots</b>	94	83	44	33	129	30	78	11	17	0	6	21
Closed incidents	5	0	1	1	3	1	2	0	0	0	0	0
<b>Signs</b>	0	0	0	0	0	0	19	22	23	11	15	21
Closed incidents	0	0	0	0	0	0	0	0	0	0	0	0
<b>Home Violations</b>	0	1	0	0	2	0	35	14	17	4	10	4
Closed incidents	0	1	0	0	0	0	1	0	0	0	0	0
<b>Zoning Violations</b>	2	0	3	4	4	0	3	6	4	0	4	5
Closed incidents	0	0	2	2	1	0	0	0	0	0	0	0
<b>Court Cases</b>	4	1	0	1	2		3	6	10	2	4	9

<b>INVOICES/ LEINS/ETC</b>	October	November	December	January	February	March	April	May	June	July	August	Sept
<b>Weedy Lot Invoices</b>		25	36	3	67	8	24	32	26	29	18	14
Amount	\$ -	\$ 3,355.25	\$ 4,801.75	\$ 407.75	\$ 8,814.00	\$ 1,021.25	\$ 3,223.25	\$ 4,288.30	\$ 3,456.00	\$ 4,316.25	\$ 4,216.00	\$ 3,500.00
<b>Demolition Invoices</b>		0	0	0	0	0	0	0	0	0	0	\$ -
Amount	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Leins filed</b>	3	0	24	5	0	0	0	0	0	6	8	16
Total Lein Amount	\$ 399.75	\$ -	\$ 5,427.25	\$ 927.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,414.75	\$ 3,025.12	\$ 7,886.25
<b>Leins Released</b>	2	7	1	0	0	2	2	1	1	0	0	3
<b>Demolition Leins</b>	0	0	0	0	0	0	0	0	0	0	0	\$ -
Total Lein Amount	\$ 399.75	\$ 1,583.51	\$ 141.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Payments Collected</b>	\$ 497.75	\$ 1,015.50	\$ 399.75	\$ 142.50	\$ 1,029.75	\$ 1,074.35	\$ 2,221.50	\$ 3,054.26	\$ 829.96	\$ 68.75	\$ 923.75	\$ 2,418.86
<b>Yard Sales</b>	36	30	25	18	23	86	43	50	73	72	79	40

<b>Business Activities</b>	October	November	December	January	February	March	April	May	June	July	August	Sept
<b>New Business License</b>	11	7	5	8	5	6	3	5	9	8	3	7

# PLANNING DEPARTMENT (PERMITS/INSPECTIONS/ CODE ENFORCEMENT)

FY2021-2022



■ PERMITS ISSUED Residential New Residential Const Commercial New  
Commercial Const Total Cash Collected INSPECTIONS Residential Re-Inspections  
Commercial Re-Inspections Health Inspections Re-Inspections Fire Inspections  
Re-Inspections OTHER Vendor permits Stock show Vendors Outdoor sales  
permits Peddlers permits Stop work orders New Contractors Contractor  
Renewal CODE ENFORCEMENT accumulating junk Closed incidents Illegal  
dumping Closed incidents Junk Vehicles Closed incidents Livestock Closed  
incidents Maint

■ October \$33,770.05 New Residential Const \$2,471.50 New Commercial Const  
\$36,241.55 INSPECTIONS 272 21 15 0 19 0 9 0 OTHER 14 26 1 0 0 12 11  
October 13 5 9 10 8 1 0 0 0 1 0 0 0 0 0 0 0 1 1 94 5 0 0 0 0 2 0 4 October  
Weedy Lot Invoices \$- Demolition Invoices \$- 3 \$399.75 2 0 \$399.75  
\$497.75 36 October

■ November 17620.4 New Residential Const 35240.8 New Commercial Const  
\$52,861.20 INSPECTIONS 280 20 15 1 5 0 20 0 OTHER 40 0 1 0 0 9 17  
November 7 2 7 1 4 1 0 0 0 0 0 1 0 0 0 0 0 0 0 83 0 0 0 1 1 0 0 1 November 25  
\$3,355.25 0 \$- 0 \$- 7 0 \$1,583.51 \$1,015.50 30 November

■ December \$18,066.25 New Residential Const \$1,523.75 New Commercial  
Const \$19,590.00 INSPECTIONS 211 8 9 1 7 0 12 0 OTHER 3 11 0 0 0 10 16  
December 13 8 24 7 9 3 0 0 0 0 0 0 0 0 0 0 0 0 44 1 0 0 0 3 2 0 December  
36 \$4,801.75 0 \$- 24 \$5,427.25 1 0 \$141.25 \$399.75 25 December

■ January \$20,446.00 12 \$2,552.35 0 \$23,115.35 INSPECTIONS 244 15 8 1 7 0  
14 0 OTHER 3 10 1 0 0 12 20 January 7 8 24 10 7 3 1 0 1 1 0 0 1 1 2 0 0 33 1  
0 0 0 0 4 2 1 January 3 \$407.75 0 \$- 5 \$927.50 0 0 \$- \$142.50 18 January



**CITY SECRETARY'S OFFICE  
2022 ANNUAL REPORT**

TYPE	JAN. 2022	FEB. 2022	MAR. 2022	APR. 2022	MAY. 2022	JUN. 2022	JUL. 2022	AUG. 2022	SEPT. 2022	OCT. 2022	NOV. 2022	DEC. 2022	YTD Total
<b>CITY SECRETARY'S</b>													
Agenda Reg./Special/Wkshp	2	5	2	2	4	3	2	5	4				29
Minutes Reg./Special	4	6	2	2	2	3	2	5	4				30
Ordinances	0	4	1	2	0	2	5	1	5				20
Resolutions	0	2	2	2	0	4	0	2	0				12
Contracts	2	5	5	0	1	3	4	5	4				29
Bids	1	3	1	0	3	0	0	1	1				10
<b>PERMITS</b>													
Sound/Dance TABC					5	8	3	4	1				21
					1	0	0	0	0				1
<b>VITAL STATISTICS</b>													
Filling w. State	0	14	13	7	5	14	4	8	7				72
Issuing Birth	22	20	23	19	29	13	22	20	20				188
Issuing Death	8	2	0	12	1	1	7	2	4				37
<b>RISK MANAGEMENT</b>													
Vehicle Claims		1	2	0	0	3	1	0	0				7
Liability Claims	1	1	0	1	1	1	1	1	1				8
<b>OPEN RECORDS</b>													
Received	31	46	37	51	46	56	27	56	50				400
Responded	19	34	33	41	29	44	19	48	48				315
<b>HUMAN RESOURCES</b>													
New Hires	3	2	5	8	4	7	4	2	10				45
Resignations	5	5	5	1	6	7	1	4	5				39
Retirements	0	0	1	1	0	0	0	1	0				3
Workers Comp	4	0	0	1	0	2	0	2	2				11

Significant Comments:



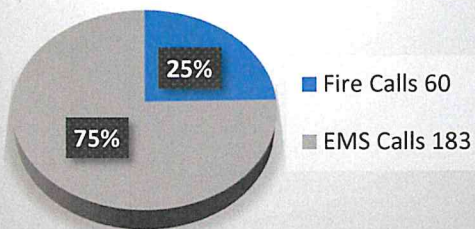
## MERCEDES FIRE DEPARTMENT EMS

### Monthly Report September 2022

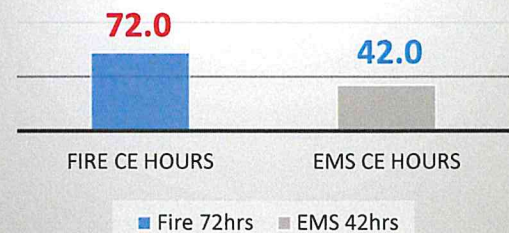


*"Through dedicated, professional members, the Mercedes Fire Department EMS care for and protects the lives and property of our community through incident response, comprehensive training, public education and fire prevention."*

#### # of Incidents



#### Continued Education Hours



#### Emergency Management:

- Assist Head Nurse with identifying first aid equipment for MISD.
- Continuous Planning of Drone Program. Purchasing Drone and Training.
- Incident Action Plans with MISD and Police Department.
- Continuous on providing COVID-19 testing to all city employees when needed.
- Monitor weather threats.
- Pre-Hospital committee meetings.
- Planning of mass-casualty equipment stock pile locally.
- Meeting with local trauma surgeons on activation and response.
- Continuous meetings with other local EMC's on response within the region.



# MERCEDDES FIRE DEPARTMENT EMS

## Monthly Report September 2022



### Fire Marshal's Office

• Fire Inspections	33
• Fire Investigations	0
• Public Educations	60 Head Count
• Plan Reviews	4
• Fire Alarms	1
• Fire Sprinkler Reviews	1
• Hood System Reviews	0
• Fire Suppression Reviews	0
• Meetings	6
• Burn Permits	2
• Fire Safety Complaints	2
• Special Assignments	6
• Subdivision Review Conference	1

**Ruben A. Gutierrez**  
**Fire Marshal**

**August 2022**  
**DATE**

# Mercedes Fire Department

Mercedes, TX

This report was generated on 10/14/2022 9:29:02 AM



## Incident Type Count per Station for Date Range

Start Date: 09/01/2022 | End Date: 09/30/2022

INCIDENT TYPE	# INCIDENTS
<b>Station: 1 - MERCEDES FIRE STATION 1</b>	
142 - Brush or brush-and-grass mixture fire	1
150 - Outside rubbish fire, other	1
161 - Outside storage fire	1
311 - Medical assist, assist EMS crew	12
320 - Emergency medical service, other	1
322 - Motor vehicle accident with injuries	1
324 - Motor vehicle accident with no injuries.	6
356 - High-angle rescue	1
412 - Gas leak (natural gas or LPG)	3
460 - Accident, potential accident, other	1
500 - Service Call, other	1
510 - Person in distress, other	1
541 - Animal problem	2
711 - Municipal alarm system, malicious false alarm	1
735 - Alarm system sounded due to malfunction	1
740 - Unintentional transmission of alarm, other	1
743 - Smoke detector activation, no fire - unintentional	3
744 - Detector activation, no fire - unintentional	1
745 - Alarm system activation, no fire - unintentional	2

**# Incidents for 1 - Mercedes Fire Station 1:**

**41**

<b>Station: 2 - MERCEDES FIRE STATION 2</b>	
324 - Motor vehicle accident with no injuries.	1
540 - Animal problem, other	16
542 - Animal rescue	1
735 - Alarm system sounded due to malfunction	1

**# Incidents for 2 - Mercedes Fire Station 2:**

**19**

Only REVIEWED incidents included.



emergencyreporting.com

Doc Id: 857

Page # 146 1

# Mercedes Fire Department

Mercedes, TX

This report was generated on 10/14/2022 9:29:32 AM



## Average Turnout Time (Dispatch to Enroute) per Station for Date Range

Start Date: 09/01/2022 | End Date: 09/30/2022

STATION	TURNOUT TIME (min) (Dispatch to Enroute)
1 - Mercedes Fire Station 1	2:48
2 - Mercedes Fire Station 2	2:20

**AVERAGE TURNOUT TIME:**

**2:34**

Report calculates the average time difference between DISPATCH and ENROUTE for each station. Only REVIEWED incidents where ENROUTE time is provided are included. Cancelled apparatus are not included in this report.



emergencyreporting.com

Doc Id: 684

Page # 1 of 1

**147**

# Mercedes Fire Department

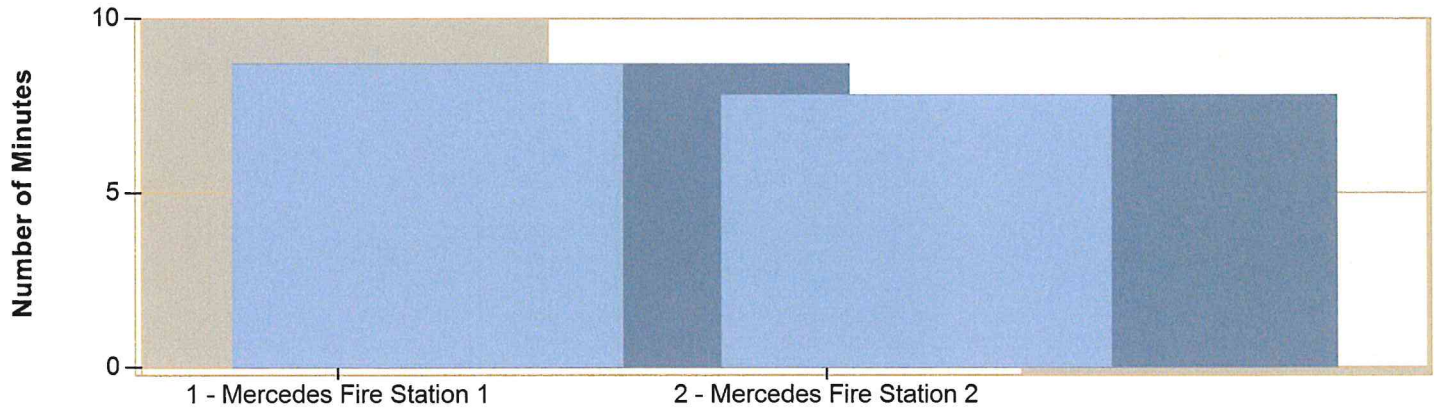
Mercedes, TX

This report was generated on 10/14/2022 9:29:53 AM



## Average Response Time per Station for Date Range

Start Date: 09/01/2022 | End Date: 09/30/2022



STATION	AVERAGE RESPONSE MM:SS (Dispatch to Arrived)
1 - Mercedes Fire Station 1	8:42
2 - Mercedes Fire Station 2	7:49

AVERAGE RESPONSE TIME calculated from the average time difference between DISPATCH and ARRIVED times on Basic Info 4. Only REVIEWED incidents included.





# MERCEDES POLICE DEPARTMENT

2314 N. FM 491 Rd. | Mercedes, Texas 78570 | (956) 565-3102 | Fax (956) 565-2583

Pedro Estrada  
Chief of Police

## September 1<sup>st</sup> – September 30th Report 2021 / 2022

### ARREST BY OFFENSE

2021

2022

• ABANDON ENDANGER CHILD/ CRIMINAL NEGLIGENCE	1	1
• ABANDON ENDANGER CHILD W/INTENT TO RETURN	0	1
• AGGRAVATED ASSAULT: (FAMILY VIOLENCE)	0	1
• AGGRAVATED ASSAULT: (FAMILY VIOLENCE) WITH DEADLY WEAPON	0	1
• AGGRAVATED ASSAULT: WITH DEADLY WEAPON	0	3
• AGGRAVATED SEXUAL ASSAULT CHILD	0	2
• ASSAULT OF PREGNANT PERSON CAUSING BODILY INJURY	1	1
• ASSAULT: (CLASS C) FAMILY VIOLENCE	3	1
• ASSAULT:CAUSING BODILY INJURY	0	3
• ASSAULT: CAUSING BODILY INJURY (FAMILY VIOLENCE)	5	7
• ASSAULT:CAUSING PHYSICAL CONTACT	0	2
• ASSAULT: CAUSING PHYSICAL CONTACT (FAMILY VIOLENCE)	0	2
• BURGLARY OF A HABITATION	1	0
• BURGLARY OF A VEHICLE	0	1
• CRIMINAL ATTEMPT- BURGLARY OF A VEHICLE	2	0
• CRIMINAL MISCHIEF>=\$100<\$750	0	1
• CRIMINAL MISCHIEF>=\$750<\$2500	1	0
• CRIMINAL TRESPASS HABIT/SHLTR/SUPRFUND/INF STRT	1	0
• CRUELTY NON-LIVESTOCK ANIMAL:KILL/POISON/SBI	0	1
• DISORDERLY CONDUCT	0	2
• DRIVING WHILE INTOXICATED	2	5
• DRIVING WHILE INTOXICATED 2 <sup>ND</sup>	2	2
• DUTY ON STRIKING UNATTENDED VEHICLE>=\$200	0	1
• EXHIBITION OF FIREARMS ON CAMPUS OR SCHOOL BUS	0	1
• FAIL TO REPORT AGGRAVATED SEXUAL ASSAULT OF CHILD	0	1
• FAILURE TO IDENTIFY- FUGITIVE INTENT GIVING FALSE INFO	1	0
• FALSE REPORT TO POLICE OFFICER/SPECIAL INVESTIGATOR/LAW ENFORCEMENT	1	0
• HARASSMENT	2	1
• INDECENCY WITH A CHILD BY SEXUAL CONTACT	1	0
• INDECENT EXPOSURE	0	1
• INTERFERE W/ EMERGENCY TELEPHONE CALL	1	2
• POSSESS ALCOHOLIC BEVERAGE IN MOTOR VEHICLE	0	1
• POSSESS CONTROLLED SUBSTANCE PG 1<1G	0	1
• POSSESSION OF DRUG PARAPHERNALIA	1	4
• POSSESSION OF MARIHUANA <2OZ	0	4
• PUBLIC INTOXICATION	4	1
• RESIST ARREST SEARCH OR TRANSPORT	2	2
• RUNAWAY	2	1
• SEX OFFENDER DUTY TO REGISTER-LIFE/90 DAY-FAIL TO COMPLY	0	2
• SEXUAL ABUSE OF CHILD-CONTINUOUS: VICTIM UNDER 14	0	1
• THEFT<\$100	1	2
• THEFT>=\$100<\$750	1	0
• UNLAWFULL CARRYING WEAPON	1	0
• UNLAWFUL RESTRAINT	1	2
• VIOLATION BOND/PROTECTIVE ORDER	0	1
• WARRANT (LOCAL)	5	0
• WARRANT (OTHER AGENCY)	2	2

**Total = 45**

**Total = 71**

# MERCEDES POLICE DEPARTMENT

2314 N. FM 491 Rd. | Mercedes, Texas 78570 | (956) 565-3102 | Fax (956) 565-2583

## CAD MONTHLY REPORT

2021

2022

• 911 HANG UP –ABUSE	5	1
• 911 HANG UP - INVESTIGATION	3	4
• ABANDONED VEHICLE	2	0
• ABANDONING OR ENDANGERING CHILD	3	0
• ACCIDENT WITH INJURIES	9	6
• ACCIDENT WITH NO INJUIRES	24	34
• AGGRAVATED ASSAULT ALREADY OCCURRED	0	1
• AGGRAVATED ASSAULT JUST OCCURRED	0	2
• AGGRAVATED ROBBERY JUST OCCURRED	0	1
• ALLERGIC REACTION	1	0
• ANIMAL BITE – DOG	4	3
• ANIMAL CARCASS	23	1
• ANIMAL PROBLEM - NON-VICIOUS	38	5
• ANIMAL PROBLEM – VICIOUS	6	6
• ANIMAL RESCUE / DANGER TO LIFE	2	1
• ANIMAL RESCUE / NO DANGER TO LIFE	2	1
• ARCING WIRES	1	0
• AREA CHECK	1135	416
• ASSAULT ALREADY OCCURRED	14	7
• ASSAULT IN PROGRESS	5	2
• ASSAULT JUST OCCURRED	5	2
• ASSIST OTHER AGENCY / BACK UP	6	4
• BEE ATTACK	2	2
• BEE CALL	10	14
• BEGINNING TOUR OF DUTY	29	0
• BUILDING CHECK	14	7
• BURGLARY ALARM – COMMERCIAL	71	87
• BURGLARY ALARM – RESIDENTIAL	9	12
• BURGLARY OF BUILDING ALREADY OCCURRED	1	0
• BURGLARY OF BUILDING JUST OCCURRED	1	0
• BURGLARY OF HABITATION ALREADY OCCURRED	2	0
• BURGLARY OF VEHICLE ALREADY OCCURRED	0	2
• CHILD CUSTODY	12	13
• CIVIL MATTER	14	14
• CREDIT CARD OR DEBIT CARD ABUSE	1	0
• CRIMINAL MISCHIEF	2	5
• CRIMINAL TRESPASS-SUSPECT LEFT	0	1
• CRIMINAL TRESPASS-SUSPECT ON LOCATION	0	1
• DEADLY CONDUCT	1	1
• DETAIL	12	0
• DOMESTIC DISTURBANCE ALREADY OCCURRED	1	1
• DOMESTIC DISTURBANCE JUST OCCURRED	0	1
• DOMESTIC DISTURBANCE IN PROGRESS	0	3
• ENDING TOUR OF DUTY	8	0
• ESCORT – FUNERAL	3	1
• ESCORT – GENERAL	3	1
• EXTRA PATROL REQUEST	45	13
• FIGHT IN PROGRESS	11	1
• FIRE ALARM / BOX ALARM	8	15
• FIRE INVESTIGATION CALL	7	3
• FOLLOW-UP INVESTIGATION	18	12
• FORGERY	0	1
• FOUND PROPERTY	2	5
• GAS LEAK	2	3
• GENERAL BODY WEAKNESS	0	1
• GRASS FIRE	3	1
• HARASSMENT	20	17
• HIGH BLOOD PRESSURE	0	1
• HIT AND RUN ACCIDENT JUST OCCURRED	10	3
• IDENTITY THEFT	5	1
• IMPROPERLY PARKED VEHICLE	21	7
• INDECENCY WITH A CHILD	1	0

# MERCEDES POLICE DEPARTMENT

2314 N. FM 491 Rd. | Mercedes, Texas 78570 | (956) 565-3102 | Fax (956) 565-2583

• INDECENT EXPOSURE ALREADY OCCURRED	0	1
• INDECENT EXPOSURE IN PROGRESS	1	0
• INFORMATIONAL CALL	174	223
• INJURY TO CHILD ELDERLY DISABLED	4	0
• INTOXICATED DRIVER	3	2
• JUNK VEHICLE	1	0
• LIGHT POLE OUTAGE	1	0
• LIVESTOCK ON HIGHWAY	9	2
• LOCK IN/LOCK OUT-FIRE CALL	1	0
• LOCKED VEHICLE	3	6
• LOST ITEM	12	7
• MEDICAL CALL	169	141
• MEET WITH COMPLAINT	1	0
• MISSING PERSON – JUVENILE	5	3
• MUTUAL AID	4	0
• NARCOTICS VIOLATION / COMMENT FIELD	0	1
• NUISANCE / NOISE / LOUD MUSIC	24	22
• OPEN DOOR / WINDOW	19	8
• OVERDOSE	2	0
• PHONE LOG	1	0
• PICK UP ITEM	3	0
• POSSESSION OF CONTROLLED SUBSTANCES	1	0
• PRISONER ARRAIGNMENT	1	2
• PRISONER CARE	2	1
• PRISONER RELEASE	3	0
• PRISONER TRANSPORT	6	7
• PROPERTY DAMAGE	20	9
• PUBLIC INTOXICATION	2	0
• RECKLESS VEHICLE	28	27
• REFUELING UNIT	2	0
• REPORT WRITING	49	8
• REPOSSESSION	14	7
• REQUEST TO SPEAK WITH AN OFFICER	62	60
• RESCUE CALL	0	2
• ROBBERY JUST OCCURRED	0	2
• SECTION 26 / 28	5	4
• SEWER LINE BACKUP	1	0
• SHOTS FIRED	11	12
• STALKING	1	0
• STALLED VEHICLE	50	24
• STRUCTURE FIRE	2	1
• SUSPICIOUS ACTIVITY	16	11
• SUSPICIOUS PERSON	24	23
• SUSPICIOUS VEHICLE	27	31
• TERRORISTIC THREAT	4	2
• THEFT ALREADY OCCURRED	26	29
• THEFT IN PROGRESS	1	0
• TOWING	0	4
• TRAFFIC CONTROL	24	3
• TRAFFIC HAZARD	8	7
• UNAUTHORIZED USE OF MOTOR VEHICLE	3	5
• UNWANTED PERSON	30	17
• VEHICLE FIRE	2	1
• VEHICLE PURSUIT	1	1
• VERBAL DISPUTE	26	24
• WATER LINE BREAK	5	4
• WAVE DOWN	24	12
• WELFARE CHECK	20	20

**Total = 2943**

**Total = 2148**

# MERCEDES POLICE DEPARTMENT

2314 N. FM 491 Rd. | Mercedes, Texas 78570 | (956) 565-3102 | Fax (956) 565-2583

## UCR SUMMARY

2021

2022

• ARSON	1	0
• ASSAULT	56	43
• AUTO THEFT	2	4
• BURGLARY	4	0
• ROBBERY	0	2
• SEX OFFENSES	3	2
• THEFT	31	30

**Total = 97**

**Total = 81**

## TRAFFIC STOPS

2021

2022

• TOTAL TRAFFIC STOP	368	623
• TOTAL CITATIONS ISSUED	301	340

*Note: Monthly report reflects both UCR and CAD data*

X\_\_\_\_\_

Pedro Estrada  
Chief of Police