

MERCEDES CITY COMMISSION
REGULAR MEETING
DECEMBER 5, 2023 – 6:30 P.M.
MERCEDES CITY HALL – COMMISSION CHAMBERS
400 S. OHIO AVE., MERCEDES, TX 78570

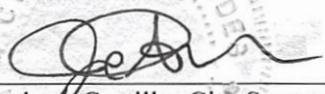
“At any time during the course of this meeting, the City Commission may retire to Executive Session under Texas Government Code 551.071(2) to confer with its legal counsel on any subject matter on this agenda in which the duty of the attorney to the City Commission under the Texas Disciplinary Rules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

1. **Call Meeting to Order**
2. **Establish Quorum**
3. **Invocation**
4. **Pledge of Allegiance**
5. **Open Forum-**
6. **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 November 21, 2023
7. **Ordinances/Resolutions:**
 - a. Approval of First Reading of Ordinance 2023-14 regarding elections and political signs.
8. **Management Items:**
 - a. Approval of Request for facility Agreement with Hidalgo County Elections Department for Elections held in 2024
 - b. Approval of Interlocal Agreement with City of Weslaco for Animal Care Services
 - c. Approval of Memorandum Agreement between City of Mercedes and the Lower Rio Grande Valley TPDES Stormwater Task Force Partnership, Inc.
9. **Executive Session:** *Chapter 551, Texas Government Code, Section 551.071 (Consultation with Attorney), Section 551.072 (Deliberation regarding Real Property), Section 551.074 (Personnel Matters) and Section 551.087 (Economic Development)*
 - a. Discussion with City Manager regarding personnel matters – Section 551.074
 - b. Consultation with Attorney regarding update on litigation – Section 551.071
 - c. Consultation with Attorney regarding code of ordinances – Section 551.071
 - d. Consultation with Attorney regarding update on Master Plan – Section 551.071
 - e. Consultation with Attorney regarding Housing Authority Affordable Housing – 551.072
10. **Open Session:**
 - a. Item A from Executive Session
 - b. Item B from Executive Session
 - c. Item C from Executive Session
 - d. Item D from Executive Session
 - e. Item E from Executive Session
11. **Adjournment**

Notice is hereby given that the City Commissioners of the City of Mercedes, Texas will meet in a **Regular Meeting** on Tuesday, December 5, 2023 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 1ST DAY OF DECEMBER, 2023.

ATTEST:



Joselyn Castillo, City Secretary
Time of Posting: 4:45 P.M.

ACCESSIBILITY STATEMENT

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

**MERCEDES CITY COMMISSION
REGULAR MEETING
NOVEMBER 21, 2023 – 6:30 P.M.
MERCEDES CITY HALL – COMMISSION CHAMBERS**

MEMBERS PRESENT: Oscar D. Montoya Sr. Mayor
Dr. Ruben Saldana Mayor Pro-Tem
Armando Garcia Commissioner
Joe Martinez Commissioner

MEMBERS ABSENT: Dr. Jacob Howell Commissioner

STAFF PRESENT: Alberto Perez City Manager
Martie Garcia-Vela City Attorney
Joselynn Castillo City Secretary
Javier Ramirez Asst. City Manager
Nereida R. Perez Finance Director
Michael Rocha I.T Manager
Marisol Vidales Library Director

OTHERS PRESENT: Ruth Valdez

1. CALL MEETING TO ORDER

Mayor Montoya welcomed everyone and called the meeting to order at 6:31 PM.

2. ESTABLISH QUORUM

Four members of the Commission were present which constitutes a quorum. Commissioner Howell was absent.

3. INVOCATION

Commissioner Martinez said the invocation.

4. PLEDGE OF ALLEGIANCE

Mayor Montoya led in the pledge of allegiance.

5. PRESENTATIONS

a. Lung Cancer Awareness Proclamation

Mayor Montoya read the proclamation. Ms. Clara Chapa with DHR Health informed everyone that the leading cause of death in men and women is lung cancer. She encouraged the community to be proactive with their health and added that the goal is to help people live a healthy lifestyle. For screening, call 956-362-2250 there is a promotion of \$135 for a 3D lung screening. Ms. Chapa stated she would be emailing a flyer. She also stated the October promotion is still available. The promotion is \$99 for a 3D mammogram. No action required.

b. Presentation by Perdue Brandon’s Collection Report for Fiscal Year 2022-2023

Ms. Janelle Caso and Mr. Romeo Cantu were present for the delinquent tax report. Ms. Caso stated she contacted 2,110 people, mailed 3,364 letters and updated 311 addresses. They conducted 33 field inspection due to no contact with a resident to check if they were currently living in the home. Base tax collected for the city is \$11,946. If tax payer

refuses to make a payment or payment arrangements then they file suit. They filed 51 original petitions, issued 4 Tax Warrants and took a sheriff deputy to the business owner and issued notice to pay. They collected \$3,439 on a sales tax property. Sold 2 properties in a tax resale where \$16,730 was collected making it a total of \$20,169 collected. \$74,775 was collected in penalties and interest and \$160,909 was collected on delinquent base tax from October 2022 to September 2023. Texas Homeowner Assistance Fund Program assisted 202 households in Mercedes and paid a total of \$1,162,163. At a question, Ms. Caso stated that homeowners were notified about the assistance program. The commission asked for the demographics of the residents with delinquent taxes. For Court fees and fines, they contacted 1,656 residents, mailed 22,162 letters and updated 876 addresses. Total cash collected \$67,349 and cases resolved \$33,130 and total liquidated is \$100,479. Top 10 zip codes by debtors has Mercedes with most cases at 1,810 from municipal court cases. The delinquent accounts are all over the United States. Total liquidated amount since August of 2016 is \$526,542. At a question, Ms. Caso stated if there is a defendant with court fines of \$300 and the person passed away, those fines cannot be collected. The cases resolved is the amount the city does not receive. No action required.

6. OPEN FORUM

There were no citizens signed up for open forum.

7. CONSENT AGENDA

a. Approval of Minutes for Meeting(s) held November 7, 2023

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

8. MANAGEMENT ITEM

a. Approval of Agreement between the City of Mercedes and Mercedes ISD for Emergency Responsive Services & Sheltering

Commissioner Martinez made a motion to approve. Commissioner Garcia seconded. Upon a called vote, the motion passed unanimously. Mayor Montoya asked which schools are approved by Red Cross. Ms. Castillo will gather the information to provide to the Commission.

9. MONTHLY REPORTS

Mr. Perez explained the plan with Public works to assist getting organized and have a work plan. He also provided an update on the Capisallo Terrace lift station and sewer connection project. The project is beneficial to the residents in the area and can utilize the entire property.

Mayor Montoya informed everyone about the animal control department, we are working on the animal control issues but it takes time because shelters are full. Mayor Pro-Tem Saldana stated that the City impounded 600 animals which shows how much has been done. No further question. No action required.

Commissioner Martinez motioned to bring the item on code of ordinances to open session. Commissioner Garcia seconded. Passed unanimously. At this time, item C from executive session was moved to the open.

10C. Consultation with Attorney regarding code of ordinances – Section 551.071

Mr. Hector Castillo and Ms. Vicki Lyle were present. Mr. Perez stated the City received complaints from residents regarding harassment on their way to vote. Mr. Castillo stated that Ms. Hilda Salinas the elections coordinator for the County of Hidalgo was in support of them attending as private citizens. Mr. Castillo stated that painting the lines has helped. He stated the recommendations due to complaints. Some concerns are the parking spaces and designating parking spaces for voters, Handicapped parking spaces needs the signs and to be painted, have voter parking signs. Ms. Salinas suggested the City of Pharr and Weslaco and Hidalgo County, Palm View and Mission have good samples of electioneering ordinances. No further discussion.

Commissioner Martinez motioned to go into executive session. Commissioner Garcia seconded. Upon a called vote, the motion passed unanimously. The meeting went into executive session at 7:35 pm.

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

- a. **Discussion with City manager regarding personnel matters – Section 551.074**
- b. **Consultation with Attorney regarding update on litigation – Section 551.071**
- c. **Consultation with Attorney regarding code of ordinances – Section 551.071**
- d. **Consultation with Attorney regarding contract for services – Section 551.071**

11. OPEN SESSION: Mayor Montoya called the meeting back to order at 8:55 PM.

a. Item A from Executive Session

No Action was taken on this item.

b. Item B from Executive Session

No Action was taken on this item.

c. Item C from Executive Session

Commissioner Martinez motioned to proceed as discussed in executive session. Mayor Pro-Tem Saldana seconded. Upon a called vote, the motion passed unanimously.

d. Item D from Executive Session

Mayor pro-Tem Saldana moved to proceed as discussed in executive session.

Commissioner Garcia seconded. Upon a called vote, the motion passed unanimously.

Mayor Montoya read a letter from the School District's Superintendent acknowledging our Fire/EMS staff.

12. ADJOURNMENT

Commissioner Garcia motioned to adjourn. Commissioner Martinez seconded. Upon a called vote, the motion passed unanimously. The meeting adjourned at 9:00 PM.

AN ORDINANCE OF THE CITY OF MERCEDES, TEXAS REPEALING ORDINANCE NO. 2013-08, PLACEMENT OF POLITICAL SIGNS, TO PROVIDE FOR THE REGULATION OF ELECTIONEERING ON PUBLIC PROPERTY AND ELECTION POLLING SITES; PROVIDING FOR A TIME FRAME FOR THE PLACEMENT OF POLITICAL SIGNS; PROVIDING FOR A PENALTY; PROVIDING A SEVERABILITY CLAUSE AND PUBLICATION: AND TO PROVIDE AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Mercedes has deemed it necessary to regulate electioneering subject to reasonable regulations on time, place, and manner as deemed by the Texas Election Code and on the placement of political signs, tents and vehicles to allow for public access to polling place(s) and safety of the residents in and around polling place(s);

WHEREAS “electioneering” includes the posting, use, or distribution of political signs or literature; and

WHEREAS polling locations include facilities that simultaneously are used for other purposes and for which adequate parking and safe access thereto must be maintained and nuisance must be mitigated to serve the city function and community; and

WHEREAS, desiring to balance civil liberties and the electorate with public safety, the Commission finds that the adoption of regulations is warranted to preserve the general health and welfare of the citizens of Mercedes, and

WHEREAS the purpose of this Ordinance is to provide reasonable regulations for Electioneering on City owned or controlled property when such property is used as an election polling place and the placement of political signs and related political advertisement. The regulations contained herein are to uphold safety, prevent damage to city and public property, ensure that the property is equally accessible to all voters, equitable opportunity for all registered candidates, and advocates for or against measures on a ballot at city owned polling places.

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

SECTION 1. DEFINITIONS.

The following words or phrases as used in this article shall have the meanings as set forth:

Canvassing shall mean where one person engages another person by a verbal exchange, provides paper, literature or brochure to another person with a message that includes or involves a political issue or ballot measure.

Electioneering shall mean the posting, use, or distribution of political signs or literature, including but not limited to the use of trailers, chairs, booths, tables, tents, canopies, furniture, structure, vehicles, or devices to post, use or distribute political signs or literature through written, electronic or audible manners.

Polling Place shall mean any property, building and grounds, wherein federal, state, or local election officials are conducting voting under the Texas Election Code or City of Mercedes Home Rule

Charter. This includes City of Mercedes owned or controlled buildings, tracts of land, parking lots, easements, or property designated by the City designated as a polling place pursuant to Chapter 43 of the Texas Election Code.

Political Signs shall mean place cards, banners, flyers, signs, or other printed materials that promote the adoption or defeat of any place or measure on the ballot, including the candidacy of an individual, proposition, referendum, or constitutional or charter amendment.

Public Property shall mean real property, streets, roadways, easements, alleys, parks, buildings and grounds owned or controlled by any public institution or taxing authority, including the City, School District, College Campus, Drainage or Irrigation District, or other governmental entity, or any property designated as a lawful polling place under the Texas Election Code.

Voting Period shall mean the advertised time certain when polls open until the polls close, or the last voter has voted, whichever is later, on Election Day including the Early Voting Period, and any Election Runoff period.

WHEREAS In order to regulate the placement of signs, tents, vehicles the elections administrator shall enforce the following:

SECTION 2. TIME, PLACE, AND MANNER

- (1) In general, political signs are allowable on any property where the property owner gives consent for the sign to be placed. Exceptions to this are if a sign is placed in such a manner that it obstructs safe traffic movement. If a sign is determined to be a traffic safety hazard it will be removed immediately by city personnel and held for pickup at city hall or the public works yard. Signs not picked up within five (5) days of the candidate being contacted will be disposed. All signs must comply with all state and federal requirements, including Texas Election Code Chapters 255 and 259.003, and Texas Transportation Code Chapters 392 and 393. Nothing contained in this ordinance shall impair any right to engage in constitutionally protected free speech subject to the regulations set forth herein.
- (2) No signs will be allowed in city right-of-way. Signs that are placed in the right-of-way will be removed and held for candidate pickup as described in subsection (1) of this section.
- (3) Candidate signs are allowed 90 days prior to the election date of the race in which the candidate is running.
- (4) No signs are allowed to be staked into the ground or on any trees, fences, or structures for any period of time on city property, which includes city hall, the library, the fire station, the police department or any land owned by the city.
- (5) If a political rally takes place at a city park, any political advertisements must be removed upon completion of the event or they will be removed and held as described in subsection (1) of this section.
- (6) During early voting and on election day, no signs are allowed except those that are to be held by campaign workers or on vehicles parked on the street outside the statutory poll boundary. During early voting and election day, no detached trailers set on blocks or on city streets will be permitted. Only those trailers attached to a licensed and registered motorized vehicle and legally parked will be allowed on city right-of-way and must be removed at the end of each day. Please take care not to damage city property including plants and grass while campaigning.
- (7) Tents and any other materials related to campaigning activities will only be allowed on city property during early voting and election day up to one hour before polls open and one hour after polls close.

They must be removed each day. No tents will be allowed on city right-of-way, including sidewalk areas. The materials shall be limited to the area designated by the map attached as "EXHIBIT A". Barricades and reasonable traffic control may be initiated by Mercedes Police Department to ensure safety and voter access.

- (8) Each early voting and election day polling place must be organized with 100-foot distance markers posted at surrounding outside entries to the building. During the voting period and inside this protected area, it is prohibited to electioneer, including expressing preference for or against any candidate, measure, or political party. A violation of this provision in the Election Code is a Class C misdemeanor. Tex. Elec. Code §§ 61.003, 85.036.
- (9) The early voting clerk and the presiding judge of each polling place, as appropriate, have the authority of a district judge while serving in that capacity. This authority enables the early voting clerk or the presiding judge, as appropriate, to use his or her discretion to ensure the safety and efficiency of the early voting and election day polling place and the surrounding 100-foot area. Tex. Elec. Code §§ 32.075(e), 81.002.
- (10) If you plan to place signs along the railroad, plan to contact Rio Valley Switching for permission. If signs are on a vehicle they will need to be located at least 50 feet from the nearest rail.
- (11) All signs must be removed within 10 days following the election. In the event of a runoff, those candidates remaining in the runoff will be the only signs allowed to remain after the 10-day time limit. All signs must be removed within 10 days following the runoff election. Any signs picked up after the 10-day deadline will be subject to the penalty.
- (12) Candidates are responsible for maintaining their areas clean at all times throughout the day.
- (13) The Elections Administrator may enact reasonable regulations in regard to the time, place, and manner of electioneering. Tex. Elec. Code § 61.003(a-1) to keep pedestrians safe and ensure the flow of traffic.
- (14) It is an offense to puncture, damage, cut, carve, mark, remove, transplant, break, pick, or in any way injure, damage, destroy, or deface any real property improvements, personal property, equipment, irrigation systems, plants, turf, asphalt or concrete within or upon any public property in which a polling place is located. For the purpose of this section, plants shall be defined to include any vegetation, shrubs, bushes, trees, vines, hedges, grasses, or flowers.

SECTION 3. CUMULATIVE

All provisions of the Code of Ordinances of the City of Mercedes, Texas, codified or uncoded, in conflict with the provisions of this ordinance are hereby repealed and all other provisions not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 4. SEVERABLE

Any word, phrase, paragraph, or section of this Ordinance is severable and should any part of this Ordinance be declared unconstitutional, illegal or invalid by any court of competent jurisdiction, such declaration shall not affect any remaining word, phrase, paragraph, or section.

SECTION 5. SAVINGS

The repeal of any Ordinance or part of Ordinances effectuated by the enactment of this Ordinance shall not be construed as abandoning any action now pending under or by virtue of such Ordinance or as discontinuing, abating, modifying or altering any penalty accruing or to accrue, or as affecting any rights of the municipality under any section or provisions at the time of passage of this ordinance. All rights and

remedies of the City of Mercedes are expressly saved as to any and all violations of the provisions of the Code accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

SECTION 6. PENALTY

Any person, firm, entity, organization, or corporation violating any of the provisions or terms of this section, as amended hereby, shall be guilty of a misdemeanor and upon conviction in the Municipal Court of the City of Mercedes, Texas shall be subjected for each offense to a fine as prescribed by the Master Fee Schedule, not to exceed \$500.00 for each offense; each political sign or electioneering material and every day such violation continues shall be deemed to constitute a separate offense. In addition to any criminal penalty, political signs and other electioneering materials on any public property in violation of this section may be removed and disposed of at the direction of the official in charge of the polling place.

SECTION 7.

EFFECTIVE DATE This Ordinance shall be in full force and effect upon its final passage.

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this ___ day of December, 2023.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this ___ day of _____, 202__.

City of Mercedes

Oscar Montoya, Mayor

Attest:

Joselynn Castillo, City Secretary

Approved as to form:

Martie Garcia Vela, City Attorney

EXHIBIT A



-  Campaign Workers Parking
-  Campaign Tents
-  Voter Parking
-  Do Not Cross Boundary Line
-  Electioneering boundary line
-  Election Workers Parking

Revised Nov. 2023

Item 8A



Via facsimile

ELECTIONS DEPARTMENT

County of Hidalgo



2024 Election Cycle

Early Voting and Election Day Request(s)

November 20, 2023

Joselynn Castillo, City Secretary City of Mercedes

P.O. Box 837, Mercedes, TX

Via: jcastillo@cityofmercedes.com

RE: 2024 Election Cycle Polling Locations for Early Voting and/or Election Day

Dear Ms.Castillo,

We are requesting the use of your facility(s) as an Early Voting and/or Election Day polling location(s) for the upcoming 2024 Election Cycle. Please review the dates below and add to your calendar. Please note that your location will not be required during the Local Entities Election(s) if your entity is not on the ballot or requested by another entity. Additional note, due to HB 357, the Runoff Dates have been modified and will be confirmed by the Texas Secretary of State as the election approaches.

Reminder emails will be sent once the election approaches, but if you have any questions or concerns, please feel free to reach out at any time.

Upcoming 2024 Elections

Election	Early Voting	Election Day
Primary Election	Feb. 20, 2024 – Mar. 1, 2024	Tuesday, March 5, 2024
Primary Runoff Election	Mar. 25, 2024 – Apr. 2, 2024	Saturday, April 6, 2024
May Local Entities Elections	Apr. 22, 2024 – Apr. 30, 2024	Saturday, May 4, 2024
May Local Entities Runoff Elections	June 3, 2024 – June 11, 2024	Saturday, June 15, 2024
General Election	Oct. 23, 2024 – Nov. 3, 2024	Tuesday, November 5, 2024
General Runoff (Local Entities ONLY)	Dec. 2, 2024 – Dec. 10, 2024	Saturday, December 14, 2024

Please complete the separate request form and return by fax, or email by **December 28, 2023**. I know this may require approval from your board, so if you could provide an email response confirming the use of the location(s), that will allow us to continue with our preparations for the November General Election.

We truly appreciate you and the partnership we have in providing great polling locations to the voters of Hidalgo County. If you have any questions, please do not hesitate to contact me.

Sincerely,

Eberto A. Gauna

Division Manager II

Office: (956)318-2570 ext. 5730

Fax: (956) 393-2039

Email: eberto.gauna@co.hidalgo.tx.us

Visit our website <https://www.hidalgocounty.us/105/Elections-Department>

Register & Vote!

STATE OF TEXAS § INTERLOCAL AGREEMENT
COUNTY OF HIDALGO §
SERVICE CONTRACT §

THIS AGREEMENT is made this ___ day of _____, 2023, by and between the **CITY OF WESLACO**, a Home Rule Municipal Corporation, hereinafter referred to as “**CITY**” located at 255 S. Kansas Avenue, Weslaco, Hidalgo County, Texas 78596 and **CITY OF MERCEDES** a Home Rule Municipal Corporation, hereinafter referred to as “**MERCEDES**”, located at 400 South Ohio St. Mercedes, Hidalgo County, Texas 78570.

RECITALS

WHEREAS, **MERCEDES** desires to engage with **CITY** for the provision of certain professional services, therefore **CITY** and **MERCEDES** mutually agree as follows:

SECTION I
CONTRACT AGREEMENT

CITY agrees to provide **MERCEDES** Animal Control Operations and Impoundment as follows:

- A. Impoundment services and all available information pertinent to said services, including reports and any other related data. **CITY** shall be responsible for the professional quality, technical accuracy, and the coordination of services furnished to **MERCEDES**. Intake limits will be addressed in an administrative memo.

- B. **CITY** shall perform the professional services necessary to accomplish the work specified in this Agreement in accordance with all applicable State and Federal requirements in effect on the date of execution.

- C. **CITY** will provide blank door tags and **MERCEDES** must provide individual door tags for each animal brought into **CITY**’S facility.

- D. **MERCEDES** must submit all documentation needed for owner relinquished animals and quarantine animals, which include owner relinquish forms and dog bite reports.

- E. **MERCEDES** must give **CITY** prompt written notice whenever **MERCEDES** observes or otherwise becomes aware of any deficiencies in **CITY** services.

- F. Hours of operation:
 - Citizens of Mercedes may drop off animals at the shelter from 8:00 a.m. to 5:00 p.m. Monday through Friday and 9:00 a.m. to 11:00 a.m. Saturdays and Sundays.

**SECTION II
CALL NOTIFICATION / REPRESENTATIVE**

Each party will have a designated representative to receive any notices under this agreement and to act on their behalf as follows:

i) CITY OF MERCEDES
Javier Ramirez, Interim Public Works Director
400 South Ohio St.
Mercedes, Texas 78570

ii) CITY OF WESLACO
Jose Angel Pedraza, Health Official.
255 S. Kansas Avenue
Weslaco, Texas 78596

No other representative from MERCEDES may request services from CITY.

All notices required or permitted herein must be in writing and shall be forwarded by United States Mail, by Registered or Certified Mail, Return Receipt Requested, Postage Prepaid, to the party whom notice is to be given at the address set forth above or to such address as either party hereto may designate to the other by notice from time to time for the purpose. Notices shall be deemed given upon deposit in a receptacle of the United States Postal Service.

**SECTION III
PAYMENTS AND FEES**

MERCEDES agrees to pay CITY for services contracted herein as follows:

- A. MERCEDES shall pay CITY \$150.00 per animal impounded at CITY'S shelter.
- B. MERCEDES shall pay CITY \$85.00 per deceased animal taken to CITY'S shelter.
- C. MERCEDES citizens seeking to reclaim animals shall pay fees as set by CITY.
- D. MERCEDES citizens who drop off animals at the Weslaco Animal Care Facility will not be assessed a fee.
- E. MERCEDES shall pay CITY \$150.00 to tranquilize or euthanize an animal on site
- F. MERCEDES shall pay CITY \$250.00 to quarantine an animal.

Invoicing shall be completed in accordance with CITY'S Finance Department regulations and an activity log will be provided with MERCEDES'S invoice.

MERCEDES will approve all work submitted and authorize all payments made for services within 30 days from receipt of CITY'S invoice.

**SECTION IV
CHOICE OF LAW**

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction shall lie in Hidalgo County, Texas.

**SECTION V
TERM OF AGREEMENT AND TERMINATION**

- A. This Agreement shall be for an initial term of one year, effective _____, 2023 and shall continue in full-force and effect through October 1, 2024.
- B. Either party to this Agreement shall have the right to terminate this Contract at any time without cause after 30 days written notice and upon payment to CITY for services rendered and obligations incurred to date.

**SECTION VI
NON-APPROPRIATIONS**

If MERCEDES cannot appropriate sufficient funding to fulfill it's contractual obligations under this agreement, then CITY has the right to terminate this contract by providing ten (10) days written notice to MERCEDES.

**SECTION VII
MEDIATION**

It is the intent of the parties that litigation be avoided, and in order to allow for the quick resolution of any and all disputes, if any, the parties hereby agree that any claims, demands or disputes that cannot be amicably resolved between the parties upon written request by either party shall be submitted within two (2) weeks to a neutral, trained third party for assistance in dispute resolution by means of non-binding mediation. The parties agree to share cost of mediation equally.

**SECTION VIII
HOLD HARMLESS**

To the extent permitted under the Constitution and laws of the State of Texas City Of Mercedes agrees to indemnify and hold harmless and defend City, its agents, employees and officers from and against any claim, loss, damage, liability and expense, including reasonable attorney's fees, incurred or suffered by it, by reason of any and all claims, demands or causes of action asserted or that may be asserted, against any or all of the above named parties, whether alleging intentional or negligent acts or omissions, and whether seeking compensatory or punitive damages, and involving, arising out of, or in any manner related to this agreement.

IN WITNESS WHEREOF, CITY and MERCEDES have executed three (3) copies of this Agreement as of the date set forth above.

CITY OF WESLACO

BY: _____

David Suarez, Mayor

255 S Kansas
Weslaco, Texas 78596
Phone: 956.968.3181
Fax: 956.973.3128

ATTEST:

BY: _____

Norma Cantu, City Secretary

APPROVED AS TO FORM ONLY:

Juan E. Gonzalez
Attorney at Law

City Attorney

CITY OF MERCEDES

BY: _____

Oscar Montoya, Mayor

City Of Mercedes
400 S Ohio St.
Mercedes, Texas 78570
956-565-3114

ATTEST:

BY: _____
Joselynn Castillo, City Secretary

APPROVED AS TO FORM ONLY:

Alberto Perez, City Manager

MEMORANDUM OF AGREEMENT
by and between
CITY OF MERCEDES
and
THE LOWER RIO GRANDE VALLEY TPDES STORMWATER TASK
FORCE PARTNERSHIP, INC.
for preparation of a Regional
Texas Pollutant Discharge Elimination System (TPDES)
Stormwater Permit Application and Stormwater Program Plan
For the Lower Rio Grande Valley TPDES Stormwater Task Force

This Memorandum of Agreement (hereafter termed “MOA”) is entered into by and between **CITY OF MERCEDES**, a political subdivision of the State of Texas (hereafter referred to as “CITY”) and **THE LOWER RIO GRANDE VALLEY TPDES STORMWATER TASK FORCE PARTNERSHIP, INC.** (hereafter referred to as “TASK FORCE”), a 501(c)3 Not-for Profit formed to promote and coordinate the collaborative and cooperative use of technology by and among colleges, high schools, community school districts, public and school libraries, health care facilities, government offices, businesses, health and educational professionals, other educational and community services organizations and community residents for the benefit of the collaborating organizations, their clients, and community residents of the Rio Grande Valley.

SECTION 1
PURPOSE

- 1.01** CITY and TASK FORCE agree to enter into this MOA as a manner by which TASK FORCE can actively participate in this CITY’S effort to respond and comply with the *Texas Commission on Environmental Quality (“TCEQ”) TPDES Phase II Stormwater Rules* for the 5th MS4 (municipal separate stormwater sewer system) permit period to begin in 2024. CITY desires to participate in the development of a Regional TPDES Stormwater Permit Application, since such participation will provide CITY with:
- A. A cost-effective approach in developing its Stormwater MS4 program.
 - B. A regional strategy to assure local resources are shared and utilized effectively.
 - C. Compliance support to include technical, administrative, and training tasks.
- 1.02** TASK FORCE desires to participate in the development of a Regional Texas Pollutant Discharge Elimination System (“TPDES”) Stormwater Permit Application, since such participation will provide TASK FORCE with an avenue for students and stakeholders to:
- A. Provide research and educational opportunities, including allowing students of all ages to prepare official municipal documents for compliance with federal and state environmental regulations.

- B. Gain knowledge and experience in the process and procedures of technical, financial, and managerial compliance with governmental environmental regulations.
- C. Provide capacity development experiences to the entire spectrum of stakeholders to promote collaborative and mutually beneficial regional economic development; and,
- D. Study, research, and design storm water system requirements pursuant to state and federal environmental regulations.

SECTION 2 TERM

- 2.01 *Fixed Term:* This MOA commences on the date of execution of final signature and will terminate immediately after issuance by TCEQ of a Stormwater Permit, unless extended according to section 2.02 of this MOA.
- 2.02 *Extension:* Upon written, mutual consent of CITY and TASK FORCE, this MOA may be extended for a maximum of one (1) calendar year, after the date of expiration of the Fixed Term.
- 2.03 *Cancellation:* This MOA may be cancelled prior to the expiration of the Fixed Term of any Extension Term, upon thirty (30) calendar days written notice to the other party.

SECTION 3 CONSIDERATION

- 3.01 *Fee:* CITY agrees to pay TASK FORCE **\$8,000.00**. Payment of such fee is due in one single payment, tendered by check or wire transfer, payable to TASK FORCE and delivered at the address indicated in Section 5.01 of this MOA. Payment must be made within fourteen (14) days after execution of this MOA. Failure of CITY to make such payment within the prescribed time, and without a written extension from TASK FORCE, will result in this MOA terminating.

SECTION 4 RIGHTS AND DUTIES

- 4.01 The following rights and duties will be held or performed by CITY:
 - A. CITY will provide information and documentation requested by TASK FORCE within two (2) weeks. CITY will assign a point of contact to oversee this project, and provide to TASK FORCE, in writing, the name and contact information of the point(s) contact. CITY will perform field work and any other effort necessary to fulfill a request by TASK FORCE associated with this item 4.01(A), if

deposited into a USPS mail receptacle, or deposited with an overnight carrier, or hand delivered. **CITY** and/or **TASK FORCE** can change the notice address by sending to the other party written indication of the new address. Notices should be addressed as follows:

CITY: CITY OF MERCEDES
Javier Ramirez, Asst. City Manager
400 S Ohio Ave.
Mercedes, TX 78570
(956) 565-3114 x130
(956) 565-5147.
jramirez@cityofmercedes.com

TASK FORCE: TASK FORCE
C/O Javier Guerrero
P.O. Box 557
Elsa, TX 78543
jguerrero@lrgvstormwatertaskforce.org
956-929-7189

- 5.02** Force Majeure: Any and all duties, obligations, and covenants of this **MOA** will be suspended during time of natural disaster, war, acts of terrorism, or other “Acts of God”, which prevent a party from fulfilling any and all duties, obligations, and/or covenants of this **MOA**. If a party is prevented from fulfilling a duty, obligation, and/or covenant of this **MOA**, due to Force Majeure, the party prevented from fulfilling will notify the other party in writing, sent pursuant to Section 5.01 **MOA**, within fourteen (14) calendar business days of the Force Majeure event.
- 5.03** Parties Relationship: Nothing in the **MOA** should be construed as creating a partnership, joint venture, agency relationship, or any other relationship other than, between **CITY** and **TASK FORCE**.
- 5.04** Applicable Law: This **MOA** is construed under and in accordance with the laws of the State of Texas.
- 5.05** Cumulative Rights: All rights, options, and remedies contained in this **MOA** and held by **CITY** and **TASK FORCE** are cumulative and the exercising of one will not exclude exercising another. **CITY** and **TASK FORCE** each have the right to pursue any remedy or relief which may be provided by law, in equity, or by the stipulations of this **MOA**.
- 5.06** Non-waiver: A waiver by either **CITY** or **TASK FORCE**, or both, of any obligation, duty, or covenant of this **MOA** will not constitute a waiver of any other breach of any obligation, duty, or covenant of this **MOA**.
- 5.07** Counterparts: This **MOA** can be executed in multiple counterparts, each of which is declared an original.

necessary.

- B. **CITY** will be responsible for paying the fee as detailed in Section 3.01 of this Agreement and any fees due to the TCEQ to assure the MS4 permit is provided to the **CITY** by the TCEQ.
- C. The **CITY** may make recommendations to **TASK FORCE**.
- E. **CITY** shall submit SWMP and NOI to TCEQ upon completion, but prior to any deadlines established by the TCEQ. **TASK FORCE** shall provide guidance and assure timely submittal of all MS4 permit documents.

4.02 The following rights and duties will be held or performed by **TASK FORCE**:

A. Governance:

- 1. **TASK FORCE** will provide **CITY** with an update of the work progress as requested.
 - 2. **TASK FORCE** will provide the following pursuant to TCEQ regulations:
 - a. Regional Stormwater Management Program (SWMP) Plan
 - b. Notice of Intent (NOI). NOI is identified as TCEQ Form 20368.
 - 3. **TASK FORCE** shall provide guidance.
- B. **TASK FORCE** will formulate and propose to the **CITY**, methods and approaches for compliance with the *Texas Commission on Environmental Quality Phase II Stormwater Rules*.
 - C. Funding paid to **TASK FORCE** will be utilized by **TASK FORCE** for costs associated with but not necessarily limited to staffing, travel, training, equipment and materials, recruiting, scholarships, meal, and food expenses associated with meetings and events, and communication related expenses.
 - D. **TASK FORCE** is authorized to utilize funding to leverage grant funds, provide and support outreach activities, to support outreach events, and for sponsorships for environmental and educational events.
 - E. Implementation of the BMPs included in the SWMP is beyond the scope of this MOA but may be included within the scope of Task Force membership agreement held with the current Task Force fiscal agent.

**SECTION 5
MISCELLANEOUS**

- 5.01** *Addresses:* Fee payment or notices required under this MOA may be sent by United States Postal Service regular surface mail, certified mail, registered mail, overnight delivery, or hand delivery. Written notice delivery is deemed made when the notice is

- 5.08** Severability: If any clause or provision of this MOA is illegal, invalid, or unenforceable under present or future law, CITY and TASK FORCE intend that the remaining clauses or provisions of this MOA will not be affected and will remain in full force and effect.
- 5.09** Entire MOA: This MOA contains the final and entire MOA between CITY and TASK FORCE, and will not be amended, explained, or superceded by any oral or written communications; unless done so in a subsequent, written, and mutually agreed upon amendment.
- 5.10** Successors and Assigns: All the obligations, duties, covenants, and rights contained in this MOA and performable by CITY will be applicable and binding upon respective successors and assigns, including any successor by merger or consolidation; however, nothing in this provision shall be construed to be consent of Assignment of this MOA.
- 5.11** Nondiscrimination: CITY and TASK FORCE, and their agents or employees, are prohibited from discriminating on the basis of race, color, sex, age, religion, national origin, or handicap, in the performance of the terms, conditions, covenants and obligations of this MOA.
- 5.12** Dispute Resolution:
- A. Any controversy claim or dispute between CITY and TASK FORCE regarding this MOA relating to the provisions of this MOA or the breach, termination or validity thereof shall, upon written request of any party, immediately be referred jointly for resolution of the controversy by non-binding mediation.
 - B. The mediation must be concluded within any period mutually agreed upon by the parties but in no event later than within forty-five (45) days after written notice is given by any party of its intent to proceed to mediation. Unless the parties expressly agree otherwise, each party shall bear its own costs, legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within the forty-five (45) day period, the parties may proceed in accordance with paragraph (C) below.
 - C. After exhausting the procedures set forth above, either party may initiate litigation to resolve the dispute. The Law of the State of Texas shall control the matter in controversy. Venue is mandatory in Hidalgo County, Texas. Any notice of dispute tendered by CITY should be addressed to Mr. Javier Guerrero of the TASK FORCE.

EXECUTED the _____ day of _____, 2023, by **CITY**, by its duly authorized agent, as evidenced by authorization by the **CITY COUNCIL**.

**“CITY”
CITY OF MERCEDES**

By: _____
Name
Mayor

ATTEST:

By: _____
Joselynn Castillo
City Secretary

ACKNOWLEDGMENT

EXECUTED the _____ day of _____, 2023, by **TASK FORCE**, by its duly authorized officer.

**“TASK FORCE”
LRGV TPDES STORMWATER TASK FORCE
PARTNERSHIP, INC.**

By: _____
Javier Guerrero
Executive Director