



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
JANUARY 17, 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. Presentation:

- a. Proclamation for Llano Grande First Responders for their community efforts in assisting the Mercedes Fire Department EMS

6. 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.

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 December 20, 2022 & December 27, 2022.
- b. Approval of Budget Amendment 2223-06 for Baseball Field Lighting.
- c. Approval of the 1st Quarterly Finance Report

8. City Manager Comments:

- a. Recognition of Tiger Football Players Xavier Sanchez & Ty Trevino. (Comm. Howell & Garcia)
- b. Recognition of Employee Ricardo Rodriguez
- c. Update on Parks Lifeguard Training (Comm. Howell & Garcia)

9. Ordinances/Resolutions: *Present, Discuss, Consider and Possibly Take Action Regarding:*

- a. Approval of Resolution 2023-01 and Agreement for the Temporary Closure of State Right-of-Way for the 84th Annual RGV Livestock Show Parade.
- b. Approval of First Reading of Ordinance 2023-01 Calling the Election for the 2023 City Commission Elections for Mayor, Place 1 and Place 3.
- c. Approval of First Reading of Ordinance 2023-02 regarding the updated Animal Control Services.

10. Management Items: *Present, Discuss, Consider, and Possibly Take Action Regarding:*

- a. Approval to direct City Manager to secure funds for repairs to the Collier Park Press Box and create a Team Up Mercedes event. (Comm. Howell & Garcia)
- b. Approval of New Appointment and Re-Appointment of Members to the Keep Mercedes Beautiful Committee.
- c. Approval of the Acquisition of a 40' by 100' tract of land for the installation of a regional lift station.

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

- a. Approval of Waterline Access Agreement with North Alamo Water Supply Corporation for TARS No.1 Subdivision.
- b. Approval of Agreement with Retail Trends, LLC and Retail Trends, LTD for the development of Capisallo AN IRR TR N319.61' -E1240.04' -W1290.20' Lot 14 Blk 27 10.30AC GR 10.09AC NET

12. Monthly Department Reports

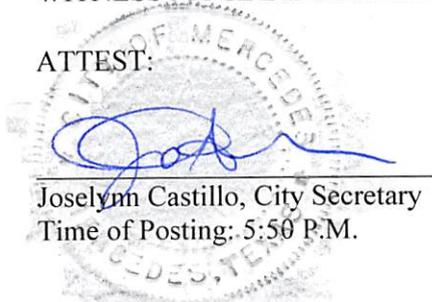
- a. Police Dept., Library, Finance/Court, City Sec/HR, Fire Dept., Planning

13. Adjournment

Notice is hereby given that the City Commissioners of the City of Mercedes, Texas will meet in a *Regular Meeting* on Tuesday, January 17, 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 13TH DAY OF JANUARY, 2023.

ATTEST:





Joselynn Castillo, City Secretary
Time of Posting: 5:50 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
DECEMBER 20, 2022 – 6:30 P.M.
MERCEDES CITY HALL – COMMISSION CHAMBERS**

MEMBERS PRESENT:	Oscar D. Montoya Sr.	Mayor
	Joe Martinez	Mayor Pro-Tem
	Ruben Saldana	Commissioner
	Jacob Howell	Commissioner
	Armando Martinez	Commissioner
STAFF PRESENT:	Alberto Perez	City Manager
	Martie Garcia Vela	City Attorney
	Kristine Longoria	Human Resources
	Nereida Perez	Finance Director
	Michelle Muniz	Asst. Library Director
	Ervin Vilchis	I.T Liaison
	Richard Morin	Recreation Director

OTHERS PRESENT: Brianna Casares, Cristina Gonzalez, 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

Four members of the Commission were present which constitutes a quorum. Mayor Pro-Tem Martinez arrived during the Pledge.

3. INVOCATION

Commissioner Saldana said the invocation.

4. PLEDGE OF ALLEGIANCE

Mayor Montoya led in the pledge of allegiance.

5. OPEN FORUM

- Ms. Brianna Casares spoke about Colegio Jacinto Trevino as they were the first Mexican colegio founded in Mercedes. Mr. Gilbert Garcia was present to say a few words of appreciation for the proclamation and said a brief history. Mr. Derek Garcia is a college student who has been doing research on Colegio Jacinto Trevino and shared some of the history he learned. After the presentation, Mayor Montoya read the proclamation for Colegio Jacinto Trevino.
- Mr. Ramon Mejia stated they are informing the people. He read a verse from the bible. He stated this is the place but not the time and told the commission they should be afraid. Mr. Mejia wished everyone a Merry Christmas.
- Mr. Jacob Howell stated he is about representing the employees and would like to discuss a pay increase. He is about valuing the workers. He stated they need to think about future

generations and keeping the lines of communication open. He stated the city is losing to many employees.

6. CONSENT AGENDA

- a. Approval of Minutes for Meeting(s) held November 30 & December 6, 2022**
- b. Second and final Reading of Ordinance 2022-27 to rezone Capisallo Lot 11 Block 66 from Class “B” Two Family to Class “C” Apartment District Applicant: Fernando Castro**
- c. Second and Final Reading of Ordinance 2022-28 to Rezone Hollywood Acres Lot 13 from Class “B” Two Family to Class “C” Apartment District Applicant” Stretford End Group, LLC.**
- d. Second and Final Reading of Ordinance 2022-29 to adopt the new and revised Code of Ordinances for the City of Mercedes**

Mayor Pro-Tem Martinez motion to approve items A through D. Commissioner Garcia seconded. Upon a called vote, the motion passed unanimously.

7. CITY MANAGER COMMENTS:

a. Update on salary expenditure report

Mr. Perez stated the budget went up \$652,739 was the increase for employees in the new fiscal year. He stated they focused on the lowest paid staff for the increases Mr. Perez stated that those that did not get the increase did receive a stipend. Commissioner Saldana thanked Mr. Perez for the update and believes this is the approach taken.

8. MANAGEMENT ITEMS:

a. Public Hearing: Urban County Program 5-Year Consolidated Plan Public Hearing

Mayor Pro-Tem Martinez made a motion to open the public hearing. Commissioner Garcia seconded. Upon a called vote, the motion passed unanimously. Mayor Montoya opened the public hearing at 7:09 P.M. There were no comments made during this time.

Commissioner Howell motioned to close the hearing. Commissioner Saldana seconded.

Upon a called vote, the motion passed unanimously. The public hearing closed at 7:12 P.M.

b. Appointment/Reappointment of Board Members for the DCM

Mayor Pro-Tem Martinez motioned to keep all members the same. Commissioner Garcia seconded. Upon a called vote, the motion passed unanimously.

c. Possibly Replacing Lighting Down Texas St. For More Energy Efficiency as Part of Go Green Mercedes

Commissioner Howell placed this item on the agenda. He stated the lights are from the 60's and 70's and understands that this is a work in progress but would like not only replacing the lights. Look at Texas Avenue to brighten up the area to make it safer, brighter, and more energy efficient. Commissioner Howell would also like to consider putting lights under the bridge the way Weslaco has it. At a question, Commissioner Howell stated that the fixtures are nice and would just like to replace the lightbulbs. Mayor Montoya stated that Mr. Arredondo would need to do a rate study on the lighting to see who the lights belong to. Mayor Pro-Tem Martinez stated that the appropriate lighting needs to be placed. No action was taken on the is item.

d. Approval of The Proposal from Telepro For the Police Department Building

A representative from Telepro informed the Commission about the camera system, access control and data for the Police Department. Mr. Perez stated this is budgeted.

Commissioner Howell motioned to approve. Saldana seconded. Upon a called vote, the motion passed unanimously.

9. BIDS/CONTRACTS:

a. Approval of Memorandum of Agreement Between the Texas Water Development Board and The City of Mercedes.

Ms. Perez stated the CFO program to help with documentation with internal controls. They will pay for everything but they are asking the city to respond timely. Mayor Pro-Tem Martinez motioned to approve. Commissioner Howell seconded. Ms. Perez stated they would provide the internal controls recommendations. This is the first time the city will participate in the program. Upon a called vote, the motion passed unanimously.

b. Approval of Leasing Agreement with Enterprise Fleet Management for Police Department Vehicles.

Fleet Management provided the Commission with the information regarding the city vehicles. The average age of the vehicles is 10 years. There was discussion regarding the pros and cons about leasing vehicles. Commissioner Howell motioned to approve. Mayor Pro-Tem Martinez seconded. Upon a called vote, the motion passed unanimously.

c. Approval of Cardinal Tracking Inc. Licensing Agreement.

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

10. MONTHLY DEPARTMENT REPORTS

a. Library, Planning, Finance, Police Department, City Sec/HR/PIO/ Fire Dept.

Commissioner Saldana thanked the library for their report and the Christmas numbers from the library. He spoke about planning had 16 liens filed in November, the Finance report, Municipal court, Police department, and fire department. Mayor Pro-Tem Martinez spoke about animal control. Mr. Perez stated the city will be opening the dome shelter for the cold weather coming. At a question. Ms. Perez stated the budget is on track. Mayor Montoya congratulated the staff for the events the city has held.

11. ADJOURNMENT

Mayor Pro-Tem Martinez motion to adjourn. Commissioner Garcia seconded. Upon a called vote, the motion passed unanimously. The meeting adjourned at 8:14 P.M.

**MERCEDES CITY COMMISSION
SPECIAL MEETING
DECEMBER 27, 2022 – 12:00 P.M.
MERCEDES CITY HALL – COMMISSION CHAMBERS**

MEMBERS PRESENT: Oscar D. Montoya Sr. Mayor
Jacob Howell Commissioner
Armando Garcia Commissioner
Ruben Saldana Commissioner (Virtual)

MEMBERS ABSENT: Joe Martinez Mayor Pro-Tem

STAFF PRESENT: Joselynn Castillo City Secretary
Javier Ramirez Asst. City Manager (Virtual)
Ervin Vilchis IT Assistant

1. CALL MEETING TO ORDER

Mayor Montoya called the meeting to order at 12:00 P.M.

2. ESTABLISH QUORUM

Three members of the Commission were present and Commissioner Saldana joined virtually which constitutes a quorum. Mayor Pro-Tem Martinez was absent.

3. INVOCATION

Mayor Montoya said the invocation.

4. PLEDGE OF ALLEGIANCE

Commissioner Howell led in the pledge of allegiance.

5. OPEN FORUM

No citizen signed up for open forum.

6. DISCUSSION AND POSSIBLE ACTION TO APPROVE CITY VOICE AND DATA SERVICES WITH T-MOBILE.

Mr. Ramirez was available through webex. He stated they were looking at other providers for GPS services due to Verizon not completing the installation. Mayor Montoya asked if they are going through buyboard. Mr. Ramirez stated they are a source contract which is similar to buy board. Mr. Conde stated it is a one-year agreement. Commissioner Howell stated there is an estimated savings of \$9 to \$10K on the first year and then \$7 to \$8K year to year. Commissioner Howell made a motion to approve. Commissioner Garcia seconded. Upon a called vote, the motion passed unanimously.

7. ADJOURNMENT

Commissioner Garcia made a motion to adjourn. Commissioner Howell seconded. Upon a called vote, the motion passed unanimously. The meeting adjourned at 12:07 P.M.



CITY OF MERCEDES
BUDGET AMENDMENT



1/11/2023

FUND: 1

BUDGET AMENDMENT# _____

DEPARTMENT: PUBLIC WORKS

DATE POSTED: _____

Fund	G/L ACCT#	DESCRIPTION	Approved Budget	(Decrease)	Add	Amended Budget
01	528-2530	LIGHTS	10,000.00	(1,850.00)		8,150.00
01	534-2530	M-LIGHTS	-		1,850.00	1,850.00
						-
						-
						-
						-
						-
						-
						-
						-

Justification/Explanation for change:

PUBLIC WORKS RESPECTFULLY REQUEST A BUDGET AMENDMENT TO COVER THE EXPENSE OF BASEBALL FIELD

LIGHTS REPAIR; THE LIGHTS FOR PARKS WAS NOT BUDGETED FOR 2022/2023.

R Castillo
Dept Head Requesting change

Finance Dept

Approved: _____
City Manager

Mayor

CITY OF MERCEDES
FY 22-23 1ST QUARTER INVESTMENT REPORT

INVESTMENTS	Oct-2022					Nov-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
Fund: General Fund										
TX Class Pool - 01-0208-0001	4,643,102.96		12,748.68	3.23%	4,655,851.64	4,655,851.64		14,772.33	3.85%	4,670,623.97
Money Market - 9398441106 (WellsFargo)	245,566.45			0.01%	245,566.45	245,566.45			0.01%	245,566.45
Fund: Hotel/Motel Tax										
TX Class Pool - 01-0208-0016	598,506.44	(10,000.00)	1,625.44	3.23%	590,131.88	590,131.88		1,872.40	3.85%	592,004.28
Fund: MIF										
TX Class Pool - 01-0208-0017	18,003.09		49.44	3.23%	18,052.53	18,052.53		57.27	3.85%	18,109.80
Fund: Interest & Sinking										
TX Class Pool - 01-0208-0015	285,431.56		783.72	3.23%	286,215.28	286,215.28		908.14	3.85%	287,123.42
TX Class Pool - 01-0208-0019	427,052.13		1,172.56	3.23%	428,224.69	428,224.69		1,358.68	3.85%	429,583.37
Fund: Municipal Court										
TX Class Pool - 01-0208-0003 (TECH)	51,857.33		142.38	3.23%	51,999.71	51,999.71		164.99	3.85%	52,164.70
TX Class Pool - 01-0208-0005 (SPCL)	91,560.63		251.40	3.23%	91,812.03	91,812.03		291.29	3.85%	92,103.32
Fund: Forfeiture										
TX Class Pool - 01-0208-0010	30,005.14		82.40	3.23%	30,087.54	30,087.54		95.46	3.85%	30,183.00
Fund: Utility										
TX Class Pool - 01-0208-0011	3,501.40		9.63	3.23%	3,511.03	3,511.03		11.14	3.85%	3,522.17
TX Class Pool - 01-0208-0004	268,683.16		737.73	3.23%	269,420.89	269,420.89		854.81	3.85%	270,275.70
Fund: CO SERIES 2018 BONDS										
TX Class Pool - 01-0208-0048	67,125.84		184.27	3.23%	67,310.11	67,310.11		213.57	3.85%	67,523.68
Fund: CO SERIES 2021 BONDS										
TX Class Pool - 01-0208-0049	6,117,556.92	(220,000.00)	16,423.18	3.23%	5,913,980.10	5,913,980.10	(550,000.00)	17,941.40	3.85%	5,381,921.50
Fund: ARP										
TX Class Pool - 01-0208-0050	2,854,820.87	(200,000.00)	7,358.27	3.23%	2,662,179.14	2,662,179.14		8,446.71	3.85%	2,670,625.85
	15,702,773.92	(430,000.00)	41,569.10		15,314,343.02	15,314,343.02	(550,000.00)	46,988.19		14,811,331.21

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.



AGENDA ITEM NO. 9A

CONSENT ITEM: YES

DATE: January 17, 2023

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 84th Annual Rio Grande Valley Livestock Show Parade.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT:

Proposed Expenditure/(Revenue):

Account Number(s):

\$ Pending

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:

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."

WITNESSETH

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 84th Annual Rio Grande Valley Livestock Show 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 17th day of January of 2023, the City Commission 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.

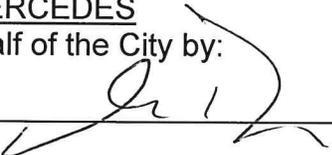
Article 13. SOLE AGREEMENT

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: January 17th, 2023

Typed or Printed Name and Title: Orlando Diaz

Lieutenant

THE STATE OF TEXAS

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

By _____ Date _____
District Engineer

By _____ Date _____
Director of Maintenance

Exhibit A

(SEE ATTACHED ROUTE MAP AND ROAD CLOSURES)



MERCEDES POLICE DEPARTMENT

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

Pedro Estrada
Chief of Police

Tuesday, January 17, 2023

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: 84th Annual Rio Grande Valley Livestock Show Parade

DATE OF CLOSURE: SATURDAY, MARCH 11, 2023

TIME OF CLOSURE: 08:00 A.M. – 12:00 P.M.

Lt. Orlando Diaz

Tuesday, January 17, 2023

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 84th Annual Rio Grande Valley Livestock Show Parade which will be held on Saturday, March 11, 2023 at 10:00 A.M. Road closures will start at 08:00 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.

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

Assigned Post: Public Works Department	N. Texas / Hill St. (WS & ES)
Assigned Post: Public Works Department	N. Texas / Webb St. (WS & ES)
Assigned Post: Public Works Department	N. Texas / Duval St. (WS & ES)
Assigned Post: Officer Jonathan Trevino	N. Texas Ave. / Anacuitas St. (WS)
Assigned Post: Officer Karina Sandoval	N. Texas Ave. / FM 491 (ES)
Assigned Post: Lt. Jesus O. Rodriguez	N. Texas Ave. / WB Frontage Rd. (ES)
Assigned Post: Sgt. Andres Soto	N. Texas Ave. / EB Frontage Rd. (WS)
Assigned Post: Public Works Department	N. Texas Ave. / Starr St (ES)
Assigned Post: Officer Isaias Rodriguez	N. Texas Ave. / Cameron St. (WS)
Assigned Post: Officer Isaul S. Vela	N. Texas Ave. / Cameron St. (ES)
Assigned Post: Inv. Cristina Gonzalez	N. Texas Ave. / W. Hidalgo St. (WS)
Assigned Post: Officer L. Juarez	N. Texas Ave. / W. Hidalgo St. (ES)
Assigned Post: Officer E. L. Ybarbo	N. Texas Ave. / W. 1 st . St (WS)
Assigned Post: Inv. Oscar Lopez	N. Texas Ave. / W. 1 st St. (ES)
Assigned Post: Public Works Department	S. Texas Ave. / Railroad St. (WS / ES)
Assigned Post: Lt. A. Villarreal / Officer N. Castillo	S. Texas Ave. / W. Business 83 (WS)
Assigned Post: Sgt. R. Rocha / Officer U. Silva	S. Texas Ave. / W. Business 83 (ES)
Assigned Post: Inv. Salvador Gonzalez	S. Texas Ave. / W. 3 rd Street (WS)
Assigned Post: Inv. Jose Hernandez	S. Texas Ave. / W. 3 rd Street (ES)
Assigned Post: Public Works Department	S. Texas Ave. / W. 4 th Street (WS & ES)

Assigned Post: Public Works Department

S. Texas Ave. / W. 5th Street (WS & ES)

Assigned Post: Public Works Department

S. Texas Ave. / W. 6th Street (WS & ES)

Assigned Post: Officer David Lucio

S. Texas Ave. / W. 10th St. (WS)

Assigned Post: Public Works Department

S. Texas Ave. / W. 10th St. (ES)

Chief Pedro Estrada – Lead Unit

Asst. Chief Francisco J. Sanchez – Lead Unit

Inv. Gerardo Ramirez – Lead Unit

Lt. Orlando Diaz – Operations Section Chief

Inv. Joseph B. Trevino – Operations Section Deputy

Officer Antonio Montelongo – Public Information Officer

TCO Kayla Gomez – Communications; Command Post

Ravyn Hinojosa – Logistics

Pauline Blanco - Logistics

(3) Additional officers will be available to assist if necessary. Patrol primary duties & responsibilities

(A-Shift): 07:00 A.M. – 03:00 P.M.

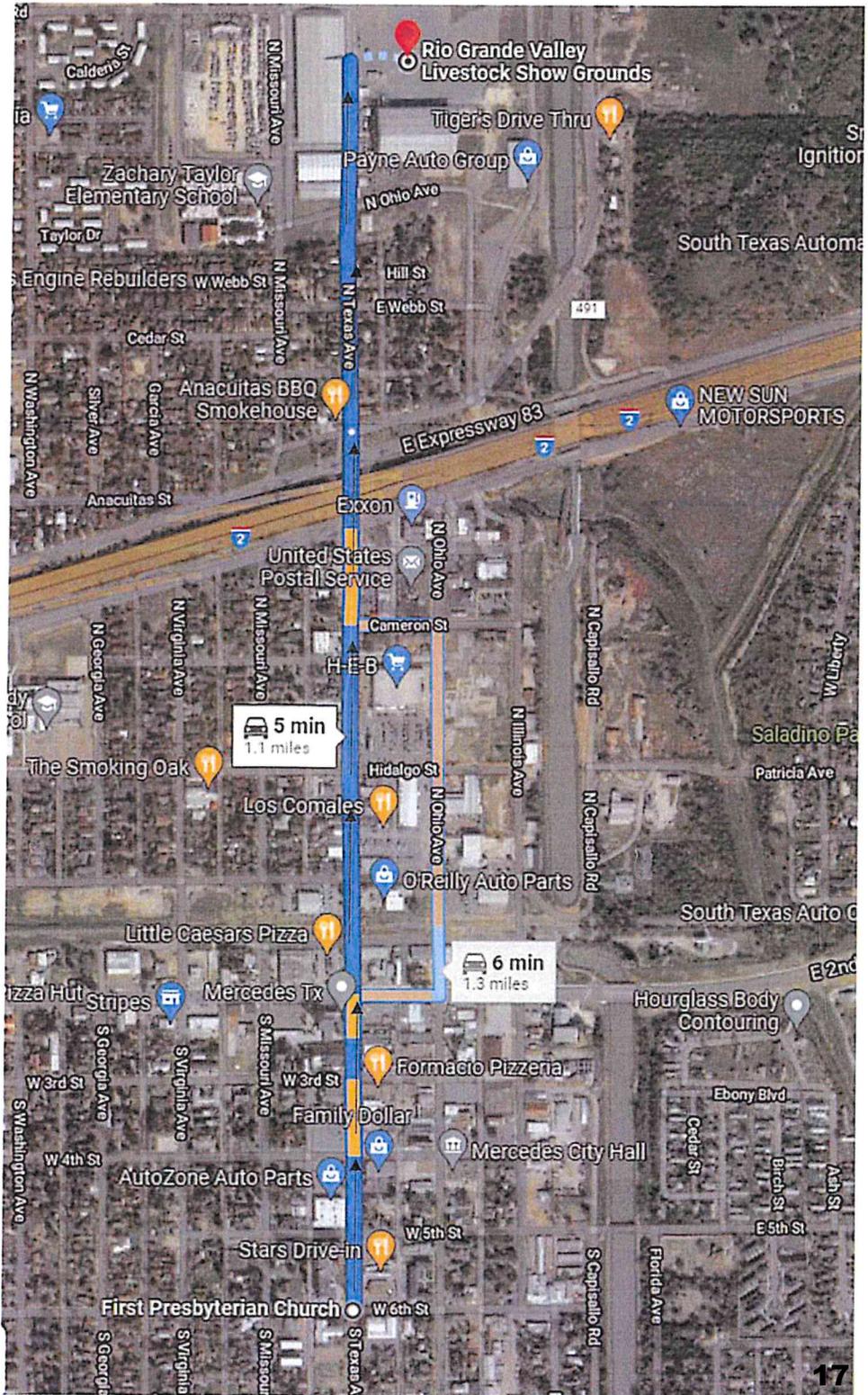
Officer Eugenio Salinas

Officer Omar Gonzalez

Officer Jose R. Lopez

Exhibit A

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



84th Annual RGVLS Parade

Saturday, March 11th, 2023

(Traffic Control)

08:00 AM – 12:00 PM

	INTERSECTION: (West of Roadway)	DEPARTMENT:	DEPARTMENT:	INTERSECTION: (East of Roadway)
	ROVER	Sgt. O. Diaz	Sgt. I. Rodriguez	
1.	N. Texas Ave. / Hill St.	PUBLIC WORKS	PUBLIC WORKS	N. Texas Ave. / Hill St.
2.	N. Texas Ave. / Webb St.	PUBLIC WORKS	PUBLIC WORKS	N. Texas Ave. / Webb St.
3.	N. Texas Ave. / Duval St.	PUBLIC WORKS	PUBLIC WORKS	N. Texas Ave. / Duval St.
4.	N. Texas Ave. / Anacuitas St.	Mercedes PD (133) J. Trevino	Mercedes PD (141) Karina Sandoval	N. Texas Ave. / N. 491
5.	N. Texas Ave. / WB Frontage Rd.		Mercedes PD (104) Lt. Jesus O. Rodriguez Public Works (Cones)	N. Texas Ave. / WB Frontage Rd.
5.	N. Texas Ave. / EB Frontage Rd.	Mercedes PD (110) Sgt. Andres Soto Public Works (Cones)		N. Texas Ave. / EB Frontage Rd.
7.			PUBLIC WORKS	Starr St. / N. Texas Ave.
8.	N. Texas Ave. / Cameron St. (Fred Loya)	Mercedes PD (121) Isaias Rodriguez	Mercedes PD (134) Isaul S. Vela	N. Texas Ave. / Cameron St. (Juanito's Rest.)
9.	N. Texas Ave. / W. Hidalgo St.	Mercedes PD (204) Cristina Gonzalez	Mercedes PD (140) Luis A. Juarez	N. Texas Ave. / W. Hidalgo St.
10.	N. Texas Ave. / W. First St.	Mercedes PD (126) Eric L. Ybarbo	Mercedes PD (208) Oscar Lopez	N. Texas Ave. / W. First St.
11.	S. Texas Ave. / Railroad St.	PUBLIC WORKS	PUBLIC WORKS	S. Texas Ave. / Railroad St.
12.	S. Texas Ave. / W. Business 83	Mercedes PD (103/128) Aaron Villarreal Nicolas Castillo	Mercedes PD (201/142) Roy Rocha Ulises Silva	S. Texas Ave. / W. Bus 83
13.	S. Texas Ave. / W. Third St.	Mercedes PD (207) Salvador Gonzalez	Mercedes PD (206) Jose Hernandez	S. Texas Ave. / W. Third St.
14.	S. Texas Ave. / W. Fourth St.	PUBLIC WORKS	PUBLIC WORKS	S. Texas Ave. / W. Fourth St.
15.	S. Texas Ave. / W. Fifth St.	PUBLIC WORKS	PUBLIC WORKS	S. Texas Ave. / W. Fifth St.
16.	S. Texas Ave. / W. Sixth St.	PUBLIC WORKS	PUBLIC WORKS	S. Texas Ave. / W. Sixth St.
18.	S. Texas Ave. / W. Tenth St.	Mercedes PD (135) David Lucio	PUBLIC WORKS	S. Texas Ave. / W. Tenth St.

Exhibit B

(SEE ATTACHED RESOLUTION)

RESOLUTION: 2023-01

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 84TH ANNUAL RIO GRANDE VALLEY LIVESTOCK SHOW 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 MARCH 11TH, 2023 for activities associated with the 84th Annual Rio Grande Valley Livestock Show Parade from 10:00 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 Mercedes City Commission held on the 17th of January 2023, 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 84TH ANNUAL RIO GRANDE VALLEY LIVESTOCK SHOW PARADE may be conducted on March 11th, 2023 in the Agreement for the Temporary Closure of State Right of Way (43 TAC, Section 22.12).

Passed and approved on this the 17th Day of January, 2023.

Oscar Montoya, Mayor

ATTEST:

Joselynn Castillo, City Secretary

Exhibit C

(SEE ATTACHED TRAFFIC CONTROL AGREEMENT)



MERCEDES POLICE DEPARTMENT

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

Pedro Estrada
Chief of Police

Tuesday, January 17, 2023

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 84th Annual Rio Grande Valley Livestock Show. The parade is being held on Saturday, March 11, 2023 and it is scheduled to begin at 10:00 A.M.

Lt. Orlando Diaz

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

ORDINANCE NO. 2023-01

AN ORDINANCE DECLARING AN ELECTION TO BE HELD IN THE CITY OF MERCEDES, TEXAS FOR THE PURPOSE OF ELECTING A MAYOR, COMMISSIONER PLACE #1, AND A COMMISSIONER PLACE #3, OF SAID CITY; PROVIDING FOR THE GIVING OF NOTICE OF ELECTION; PROVIDING FOR APPOINTING OFFICERS AND SETTING OUT THEIR POWERS, DUTIES, COMPENSATION, AND MANNER OF ELECTION; PROVIDING THAT NO IRREGULARITY IN SAID NOTICE SHALL INVALIDATE SAID ELECTION; PROVIDING THE METHOD OF HAVING THE CANDIDATES' NAMES PLACED UPON AND WITHDRAWN FROM THE OFFICIAL BALLOT; AUTHORIZING AND INSTRUCTING THE MAYOR, CITY SECRETARY AND THE CHIEF OF POLICE TO PERFORM THEIR RESPECTIVE DUTIES IN CONNECTION WITH SAID ELECTION; PROVIDING FOR A SAVINGS AND REPEAL CLAUSE AND PROVIDING FOR AN EFFECTIVE DATE.

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

That an election shall be held in the City of Mercedes, Texas on the first Saturday of May, the same being May 6, 2023 for the purpose of electing a Mayor, Commissioner Place #1 and a Commissioner Place #3, of said City, such election to be held at the Mercedes Civic Center located at 520 East Second, Mercedes, Texas from seven o'clock in the morning until seven o'clock in the evening, and that notice of the same shall be given by the City Secretary by posting a properly executed copy of this election ordinance and notice for a period of thirty (30) days before the date of said election, or for any period required by law at City Hall in Mercedes, Texas, and;

That the voting at said election shall be by means of voting machines on election day and paper ballots for early voting by mail, and by means of voting machine for early voting by personal appearance. Early voting shall commence April 24, 2023 at the Mercedes Civic Center, 520 East Second, Mercedes, Texas and shall continue until May 2, 2023.

That the compensation of the presiding judge, alternate judge and clerks shall be set per the contract with the Hidalgo County Elections Administrator, the election official who delivers the returns of the election immediately after the votes have been tallied shall be paid the rate assigned as judge or clerk for that service, and shall also return all election supplies not used with the returns of said election. The powers and duties of the aforementioned presiding officers and clerks shall be those prescribed by the Texas Election Code.

That no irregularity in the notice herein provided shall invalidate said notice, and; that any candidate for City Commission may have their name placed on the official ballot by complying with the provision of the City Charter, and with the pertinent provisions of the Texas Election Code, and;

That any candidate for the City Commission may name poll watchers as provided in the Texas Election Code.

That the names of all those candidates who have filed their applications to have their name placed on the official ballot as candidates shall be posted by the City Secretary at a conspicuous place in the City Secretary's office, from and after which time said application is received. Any such candidate may cause their name to be withdrawn at any time from the official ballot before the official ballots are prepared, by complying with the pertinent provisions of the Texas Election Code, and

BE IT FURTHER ORDAINED, that the Mayor, City Secretary, and Chief of Police be and they are hereby authorized and instructed to perform their respective duties in connection with said election imposed upon them by this Ordinance, the City Charter of the City of Mercedes, Texas, and the Texas Election Code, and;

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

This notice shall become effective in accordance with Article II, Section 2.13 of the City Charter of the City of Mercedes, Texas.

Passed and approved on first reading this the 17th Day of January, 2023.

Passed, Approved and adopted on second reading this the 7th Day of February, 2023.

ATTEST:

Joselynn Castillo, City Secretary

Oscar D. Montoya Sr., Mayor

APPROVED:

Martie Garcia-Vela, City Attorney

ORDINANCE NO. 2023-02

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 AN EFFECTIVE DATE AND 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, 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 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 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 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 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 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 eighteen (18) 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 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 6 months must be individually licensed unless they are:

1. Residents of the jurisdiction for less than 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 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 years. License renewals may be applied for within 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 a three-year period.**

(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.

(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. Microchips shall only be required if an animal is found running at large without a microchip and the owner is identified. 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 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- \$75
 - 2. For each kennel authorized to harbor between 7-12 dogs or cats- \$125
 - 3. For each kennel authorized to harbor 13 or more dogs or cats - \$175
 - 4. For each pet shop- \$75
 - 5. For other animal establishments- \$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 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 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 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.
- (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 shall be allowed to cause a nuisance. The owner of every animal shall be held responsible for every behavior, nuisance-like or otherwise, of such animal under the provisions of this Ordinance.
- (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 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 distanced 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 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 at the owners expense.
- (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.

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 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.
- (e) 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 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 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.
- (m) Section 822 of the Texas Health and Safety Code, as it may be amended by state law, is hereby adopted for the city, and such law is referred to, incorporated in this Ordinance and made a part of this ordinance for all purposes.

Section 14 — Requirements for Keeping a Vicious Animal

- (a) The owner of 'vicious' animal shall be subject to the following requirements:
 - 1. Upon designation of a 'vicious' dog, owner must acquire a license to keep a 'vicious' dog and pay appropriate fees.
 - 2. 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.
 - 3. 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.

4. 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.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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 \$260 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	\$65
First impoundment of an intact animal	\$65
Second impoundment of an altered animal	\$120
Second impoundment of an intact animal	\$120
Third and subsequent impoundment of an altered animal	\$175
Third and subsequent impoundment of an intact animal	\$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 and Effective 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. **This ordinance shall become and be effective in accordance with the City Charter of the City of Mercedes, Texas and the laws of the State of Texas. The fees and enforcement of this ordinance shall become effective March 1, 2023 allowing a**

grace period to inform the public of this ordinance.

READ, DISCUSSED, AND APPROVED ON THIS THE 15TH DAY OF NOVEMBER IN THE YEAR OF OUR LORD, 2022.

1st Reading: January 17, 2023.

2nd Reading: February 7, 2023.

Approved as to Form: _____
Martie Garcia Vela, City Attorney

Oscar Montoya, Mayor

ATTEST:

Joselynn Castillo, City Secretary

Fee Chart

Description	Reference	Fee
License and Rabies		
	Section	
Cat and Dog License (3 year period)	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
Business Permits		
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
Unlawful Restraints		
Unlawful Restraint of a Dog violation (price is for each separate offense)	Sec. 9(c)	\$200
Nuisance		
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
Animal Bites		
Dog or Cat bite, with owner per occurrence	Sec. 12	\$150
Dog Bite from a ‘vicious dog’ per occurrence	Sec. 12	\$200
Impoundment		
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
Violations	Section 16	
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
Redemption Rate after Impoundment	Section 16	
First impoundment of an altered animal	Sec. 16(f)	\$65
First impoundment of an intact animal	Sec. 16(f)	\$65
Second impoundment of an altered animal	Sec. 16(f)	\$120
Second violation involving an intact animal	Sec. 16(f)	\$120
Third and subsequent impoundment of an altered animal	Sec. 16(f)	\$175
Third and subsequent impoundment of an intact animal	Sec. 16(f)	\$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 Item

DATE: January 17, 2023

FROM: Javier Ramirez, Assistant City Manager

ITEM: **Approval of New Appointment and Re-Appointment of Members to the Keep Mercedes Beautiful Committee**

BACKGROUND INFORMATION: The Keep Mercedes Beautiful Committee is established for the purpose of improving the quality of life in Mercedes being active in recycling efforts and overall cleaning up the City. The Keep Mercedes Beautiful Committee is composed of 9 members. Currently there is one (1) vacancy.

Staff has received an application submitted by Ms. Lisa Cantu, whom is a long-time resident of our beloved Mercedes.

ATTACHMENTS:

1. Board/Commission Application

DRAFT MOTION: Staff is recommending approval and respectfully requests City Commission to consider Ms. Lisa Cantu's application to be appointed to fill the vacancy on the Keep Mercedes Beautiful Committee.





APPLICATION TO SERVE ON BOARDS & COMMITTEES

Name: Lisa Cantu Date: 12/5/22

Home Address: [Redacted] () Inside City Limits () Outside City Limits

Cell Phone: [Redacted] Email: [Redacted]

Occupation (Note: If "Retired", what was your predominant occupation?): Federal Programs Director at Mercedes ISD

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

- Planning & Zoning Commission* Library Board
Buildings & Standard Commission Development Corporation
Industrial Foundation Charter Review
Zoning Board of Adjustment Parks & Recreation
Keep Mercedes Beautiful Historic Preservation Committee

Please declare reason(s) for desired service: I am interested in recycling projects + in keeping the beautiful city of Mercedes clean + inviting.

Signature: L Cantu

Date: 12/5/22

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

RECEIVED

DEC 03 2022

BY: _____



Pedro Estrada
Chief of Police

MERCEDDES POLICE DEPARTMENT

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

December 1st-December 30th Report 2021 / 2022

ARREST BY OFFENSE

	<u>2021</u>	<u>2022</u>
• ABANDON ENDANGER CHILD W/INTENT TO RETURN	1	0
• ABANDON ENDANGER CHILD W/OUT INTENT TO RETURN	0	1
• AGGRAVATED ASSAULT: (FAMILY VIOLENCE) WITH DEADLY WEAPON	0	4
• AGGRAVATED ASSAULT: WITH DEADLY WEAPON	0	1
• AGGRAVATED SEXUAL ASSAULT CHILD	1	0
• AIRBAGS: MAKES/SELL COUNTERFEIT, INTENT ALTERS	0	2
• ARSON OF BUILDING/HABITATION/VEHICLE RECKLESS CAUSE DAMAGE	1	0
• ASSAULT: (CLASS C) FAMILY VIOLENCE	0	1
• ASSAULT: CAUSING BODILY INJURY	2	2
• ASSAULT: CAUSING BODILY INJURY (FAMILY VIOLENCE)	3	6
• ASSAULT: CAUSING PHYSICAL CONTACT	1	1
• ASSAULT: IMPEDE BREATH/CIRCULATION (FAMILY VIOLENCE)	1	0
• ASSAULT: THREATENS BODILY INJURY (FAMILY VIOLENCE)	1	0
• BURGLARY OF A BUILDING	0	2
• BURGLARY OF A HABITATION W/INTENT TO COMMIT FELONY	0	1
• CRIMINAL ATTEMPT- SEXUAL ASSAULT	1	0
• CRIMINAL MISCHIEF>=\$100<\$750	1	0
• CRIMINAL MISCHIEF>=\$750<\$2500	0	1
• CRIMINAL TRESPASS	1	5
• CRIMINAL TRESPASS HABIT/SHLTR/SUPR	1	1
• DEADLY CONDUCT: POINTED FIREARM	1	0
• DISORDERLY CONDUCT: DISCHARGE FIREARM	1	0
• DRIVING WHILE INTOXICATED	1	2
• DRIVING WHILE INTOXICATED 2 ND	1	0
• DRIVING WHILE INTOXICATED WITH BAC .15 OR MORE	0	1
• DRIVING WHILE INTOXICATED W/CHILD UNDER 15 YOA	1	0
• DRIVING WHILE INTOXICATED WITH OPEN CONTAINER OF ALCOHOL	0	1
• ESCAPE: FROM CUSTODY	0	1
• EVADING ARREST DETENTION	0	3
• EXHIBITION OF FIREARMS ON CAMPUS OR SCHOOL BUS	0	1
• EXPIRED LICENSE PLATES	0	1
• FAILURE TO IDENTIFY-FUGITIVE INTENT GIVE FALSE INFO	0	1
• INDECENCY WITH A CHILD BY SEXUAL CONTACT	1	0
• INJURY TO A CHILD-RECKLESS BODILY INJURY	0	1
• NO DRIVERS LICENSE	0	1
• OBSTRUCTION RETALIATION BY THREAT	1	0
• POSSESS CONTROLLED SUBSTANCE PG1<1G	2	5
• POSSESS CONTROLLED SUBSTANCE PG2>=1G<4G	0	1
• POSSESS CONTROLLED SUBSTANCE PG2>=4G<400G	0	2
• POSSESS CONTROLLED SUBSTANCE PG 3<28G	2	0
• POSSESSION OF DRUG PARAPHERNALIA	0	9
• POSSESSION OF MARIHUANA <2OZ	2	1
• POSSESSION OF MARIHUANA <2OZ DRUG FREE ZONE	1	0
• PROHIBITED SUBSTANCE CORRECTIONAL FACILITY-DRUG	1	0
• PUBLIC INTOXICATION	0	3
• RECKLESS DRIVING	1	2
• RUNAWAY	1	4
• TAMPER FABRICATE PHYSICAL EVIDENCE W/INTENT TO IMPAIR	3	0
• TERRORISTIC THREAT	0	2
• TERRORISTIC THREAT INTERRUPT PUBLIC PLACE	2	0

MERCEDES POLICE DEPARTMENT

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• THEFT<\$100	1	1
• THEFT>=\$100<\$750	5	0
• THEFT>=\$750<\$2500	1	3
• THEFT OF MOTOR VEHICLE>=\$1500<20K	0	1
• THEFT OF MOTOR VEHICLE>=\$20K<\$100K	0	1
• UNLAWFUL CARRYING WEAPON	1	1
• UNLAWFUL RESTRAINT	0	1
• VIOLATION OF BOND/PROTECTIVE ORDER	0	1
• WARRANT (OTHER AGENCY)	5	2
• WRONG OR OBSCURED LICENSE PLATE	1	0
	Total =53	Total = 79

CAD MONTHLY REPORT

2021

2022

• 911 HANG UP-ABUSE	0	2
• 911 HANG UP - INVESTIGATION	4	4
• ABANDONED VEHICLE	1	6
• ACCIDENT WITH INJURIES	2	4
• ACCIDENT WITH NO INJURIES	34	37
• ANIMAL BITE - DOG	1	6
• ANIMAL CARCASS	1	2
• ANIMAL PROBLEM - NON-VICIOUS	2	9
• ANIMAL PROBLEM - VICIOUS	0	15
• ANIMAL RESCUE/ DANGER TO LIFE	1	3
• ANIMAL RESCUE / NO DANGER TO LIFE	1	0
• AREA CHECK	575	466
• ASSAULT ALREADY OCCURRED	6	5
• ASSAULT IN PROGRESS	1	1
• ASSAULT JUST OCCURRED	2	9
• ASSIST OTHER AGENCY/BACK UP	5	3
• BEE ATTACK	0	1
• BEE CALL	3	0
• BUILDING CHECK	8	6
• BURGLARY ALARM - COMMERCIAL	62	50
• BURGLARY ALARM - RESIDENTIAL	20	12
• BURGLARY OF BUILDING ALREADY OCCURRED	1	2
• BURGLARY OF BUILDING JUST OCCURRED	0	2
• BURGLARY OF HABITATION ALREADY OCCURRED	0	1
• BURGLARY OF HABITATION JUST OCCURRED	0	1
• BURGLARY OF VEHICLE ALREADY OCCURRED	3	4
• CHILD CUSTODY	18	39
• CITY CODE VIOLATION	1	0
• CIVIL MATTER	7	5
• CREDIT CARD OR DEBIT CARD ABUSE	1	1
• CRIMINAL MISCHIEF	5	9
• CRIMINAL TRESPASS-SUSPECT LEFT	0	1
• CRIMINAL TRESPASS-SUSPECT ON LOCATION	0	3
• DEADLY CONDUCT	1	0
• DOMESTIC DISTURBANCE ALREADY OCCURRED	1	2
• DOMESTIC DISTURBANCE JUST OCCURRED	0	2
• DOMESTIC DISTURBANCE IN PROGRESS	1	3
• DOWN POWER LINE	0	1
• ESCORT - FUNERAL	7	8
• ESCORT- GENERAL	1	1
• EXTRA PATROL REQUEST	40	36
• FIGHT IN PROGRESS	5	3
• FIRE ALARM / BOX ALARM	9	15
• FIRE INVESTIGATION CALL	6	16
• FIREWORKS	3	6
• FOLLOW-UP INVESTIGATION	2	6
• FOOT PURSUIT	0	1
• FOUND PROPERTY	1	2

MERCEDDES POLICE DEPARTMENT

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• GAS LEAK	3	1
• GRAFFITI	0	5
• GRASS FIRE	3	10
• HARASSMENT	17	21
• HIGH BLOOD PRESSURE	1	2
• HIT AND RUN ACCIDENT JUST OCCURRED	11	6
• IDENTITY THEFT	1	8
• IMPROPERLY PARKED VEHICLE	6	6
• INDECENCY WITH A CHILD	1	0
• INDECENT EXPOSURE ALREADY OCCURRED	1	0
• INFORMATIONAL CALL	239	177
• INTOXICATED DRIVER	6	4
• JUNK VEHICLE	0	1
• LANDING ZONE	1	0
• LIGHT POLE OUTAGE	1	3
• LIVESTOCK ON HIGHWAY	5	13
• LOCKED VEHICLE	4	8
• LOST ITEM	4	2
• MEAL BREAK	0	1
• MEDICAL CALL	188	183
• MISSING PERSON – JUVENILE	6	4
• MUTUAL AID	2	6
• NARCOTICS VIOLATION/COMMENT FIELD	1	0
• NUISANCE / NOISE / LOUD MUSIC	43	36
• NUISANCE BARKING DOG	2	1
• OPEN DOOR / WINDOW	13	8
• OTHER POLICE/COMMENT FIELD	0	2
• OVERDOSE	0	1
• PICK UP ITEM	1	4
• PRISONER ARRAIGNMENT	1	1
• PRISONER CARE	2	2
• PRISONER RELEASE	1	1
• PRISONER TRANSPORT	10	6
• PROPERTY DAMAGE	9	10
• PUBLIC LEWDNESS ALREADY OCCURRED	1	0
• PUBLIC LEWDNESS IN PROGRESS	0	1
• RECKLESS VEHICLE	24	38
• REPORT WRITING	7	16
• REPOSSESSION	8	10
• RESCUE CALL	0	1
• RESTROOM BREAK	0	4
• REQUEST TO SPEAK WITH AN OFFICER	70	70
• ROBBERY JUST OCCURRED	0	1
• SECTION 26 / 28	3	5
• SERVICE POLICE UNIT	0	2
• SEWER LINE BACKUP	0	1
• SEXUAL ASSAULT ALREADY OCCURRED	3	2
• SHOTS FIRED	18	11
• SMOKE IN STRUCTURE	0	1
• STABBING	0	1
• STALKING	0	2
• STALLED VEHICLE	50	31
• STRUCTURE FIRE	2	4
• SUSPICIOUS ACTIVITY	17	11
• SUSPICIOUS PERSON	23	18
• SUSPICIOUS VEHICLE	27	25
• TAMPERING WITH GOVERNMENT RECORD	0	1
• TERRORISTIC THREAT	5	1
• THEFT ALREADY OCCURRED	25	23
• TOWING	1	0
• TRAFFIC CONTROL	3	4
• TRAFFIC HAZARD	10	24
• TRASH FIRE	1	1
• UNAUTHORIZED CONTROL BURNING	0	3

MERCEDDES POLICE DEPARTMENT

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• UNAUTHORIZED USE OF MOTOR VEHICLE	0	3
• UNWANTED PERSON	17	25
• VEHICLE FIRE	3	4
• VERBAL DISPUTE	3	11
• WATER LINE BREAK	6	6
• WAVE DOWN	12	15
• WELFARE CHECK	15	23
Total = 2033		Total = 2332

UCR SUMMARY

	<u>2021</u>	<u>2022</u>
• ARSON	1	1
• ASSAULT	40	32
• AUTO THEFT	3	11
• BURGLARY	4	4
• ROBBERY	0	1
• SEX OFFENSES	4	5
• THEFT	40	26
Total = 92		Total = 80

TRAFFIC STOPS

	<u>2021</u>	<u>2022</u>
• TOTAL TRAFFIC STOP	233	589
• TOTAL CITATIONS ISSUED	189	231

Note: Monthly report reflects both UCR and CAD data

X  1/10/23

 Pedro Estrada
 Chief of Police

Memo

To: Alberto Perez, City Manager
From: Michelle Muniz, Assistant Library Director
CC: Javier Ramirez, Assistant City Manager
Date: January 11, 2023
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 December 2022.

Meetings

- Meeting with Tech Logic (12/02) – Marisol Vidales & Michelle Muniz
- Met with Dominic Gonzalez from TSLAC (12/05) – Michelle Muniz
- Attended City Commission meeting. (12/06) – Michelle Muniz
- Attended Department Head meeting. (12/08) – Michelle Muniz
- Attended Winter Wonderland meeting. (12/13) – Janie Palacios
- TSLAC cohort final meeting. (12/13) – Marisol Vidales, Tristan Garza, & Anthony Cardenas
- Attended HCLS meeting in San Juan. (12/15) – Michelle Muniz
- Meeting with Region One. (12/19) – Michelle Muniz
- Attended Frigid Temperatures Meeting. (12/20) – Mary Jane Hernandez
- Attended City Commission meeting. (12/20) – Michelle Muniz
- Meeting with Derek Garcia. (12/21) - Michelle Muniz
- Digital Navigator meeting. (12/28) – Michelle Muniz, Tristan Garza, & Anthony Cardenas.

Trainings

- cloudLibrary CAT Training (12/15) – Marisol Vidales

Events/Programming

Adult Programming

- Piano Class (12/07) – The class curriculum is created & taught by Rachel Lovestrand
Adults: 2

- ESL Class (12/05) – The class is taught by a Region One ESC instructor.
Adults: 6
- ESL Class (12/06) – The class is taught by a Region One ESC instructor.
Adults: 6
- ESL Class (12/12) – The class is taught by a Region One ESC instructor
Adults: 5
- ESL Class (12/13) – The class is taught by a Region One ESC instructor.
Adults: 7
- ESL Class (12/20) – The class is taught by a Region One ESC instructor.
Adults: 9
- Digital Assistance Day (12/12) – Digital Navigators, Anthony Cardenas & Tristan Garza, were available for 3 hours to assistance the community with any tech related questions.
Adults: 2

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

- KPOP Night (12/28)
Children: 3 Teens: 2 Adults: 1

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

- Toddler Time – Christmas themed story with craft (12/06)
Toddlers: 2 Adults: 1
- Story Time – Christmas themed story with craft (12/06)
Children: 8
- Piano Lessons taught by Rachel Lovestrand (12/07)
Children: 3
- Movie Night – The Star (12/08)
Toddler: 1 Children: 8 Adults: 4
- Pre-K Piano Lessons taught by Rachel Lovestrand (12/14)
Children: 1 Adult: 1
- Craft Day with Behavioral Health Solutions of South Texas (12/15)
Children: 8 Adults: 2

General Programming – Library staff plan, coordinate, and create the program for general events. These events do no focus on one age group specifically, but are for whole families to attend and enjoy together.

- Christmas at the Library (12/22)
Children:69 Teen:12 Adults:28

Art class is being provided by Diane Roman-Goldsberry

- Christmas Poinsettias Painting Class (12/13)
Children: 6

Events

- Attended Chick-Fil-A ribbon cutting event. (12/01) – Marisol Vidales
- Attended UAMOS Storytime to read and make a craft. (12/02) – Daniela Alejo
 - Toddlers:25 Adults:5

- Coordinated and attended annual Christmas Tree Lighting. Library staff did craft with children at the Library's booth under the tent. (12/03) – Marisol Vidales, Michelle Muniz, Frank Rivas, Daniela Alejo, Isabel Vallejo, Dora Del Toro (Volunteer), Anthony Cardenas (STC Work Study), Leticia Zamora (STC Work Study), and Vanessa Cabellero (STC Work Study).
 - Toddler: 52 Children:163 Teens: 25 Adults:105
- Winter Texan Event – handed out information about the library & café, and served hot chocolate and pastries from café. (12/07) – Mary Jane Hernandez, Anthony Cardenas, Janie Palaicos, and Vanessa Cabellero (STC Work Study).
 - Adults: 175
- Attended Winter Wonderland event to assist with cookie decorating craft. (12/16) – Janie Palacios, Maria Mendoza, and Isabel Vallejo
- Taylor Elementary Christmas Angels Event.
 - Children: 3 Adults: 1

Other Projects/Duties

Café

- We sold 408 individual items for the 19 days that we were open and we made \$1,725.49 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 3 newsletters for December: Monthly Newsletter, New Arrivals for Books, and Gallery 434 Newsletter.
- Created a total of 39 flyers for the Library, Café, City, and HCLS.
- Posted 303 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: Christmas 2022 and Island of Misfit Books.
- Created 3 shelves in cloudLibrary in honor of monthly observances highlighting our collection, which were: Cozy Mysteries, Christmas at the Library (Kid's shelf), and Christmas Reads for Adults.
- Created 2 book displays in the adult section for the month of December: It's Me, Hi, I'm the Problem (Anti-Hero display) and Wednesday Vibe display.

Administration/Collection Management/Development

- Worked with Donna from Chambers by notifying MHPC members and encouraging them to attend the Renovation Event for the Historical Hotel.
- Prepared for and hosted the last quarterly meeting for Library Board which covered library updates.
- Library staff took time to decorate the library in preparation for the Christmas at the Library event. This included: creating a Christmas background display for pictures, covering tables with covers, baking cookies for cookie decoration station, making hot chocolate, and setting up each station throughout the library.

- The City Float was decorated with assistance from Public Works and was driven during the Christmas parade to represent the City.
- Completed the 2022 Public Libraries for Strong Communities Survey.
- Submitted preferences and options for the Nature Smart Libraries survey on names, logo, and preferred dates.
- Digital Navigators and Library Administration wrote their own personal experiences as part of the final Texas State Library and Archives Commission assignment for the Digital Navigator Program. The personal reflections had us consider the past year and how the program has changed the library's perspective on digital inequality within the community. All responses were uploaded to the cohort online discussion board.
- Gathered photos and information on library assets and submitted both asset acquisition and depositions forms to the Finance Department. A Deposition form was also submitted to Urban County for the current Teen Shelves.
- Swapped out the December artwork in Gallery 434 for the January artwork, which consists of art from Llano Grande Art League.
- Worked on Collection Development for Adult Fiction, Adult Spanish Fiction, Young Adult Fiction, Juvenile Fiction, and Juvenile Non-Fiction titles. New titles were also researched and added to cloudLibrary.
- Still working with the Finance Director to start a United for Libraries board for the library. This involves establishing an EIN in order to create a non-profit account.
- 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 30% complete at this point. It is estimated that the repair will take 6 to 8 months.

Dr. Hector P. Garcia Memorial Library Statistical Report

Dec-22

Circulation	2022	2021
Check-Outs & Renewals:	597	445
Year to Date Total:	1,955	1,617
In-House Book Circulation:	52	101
Year to Date Total:	380	253
In-House Magazine Circulation:	18	12
Year to Date Total:	48	41
In-House Newspaper Circulation:	45	34
Year to Date Total:	136	98
New Borrowers:	16	18
Year to Date Total:	52	47

Book & Media Donations	2022	2021
Donations Received:	0	109
Year to Date Total:	18	109
Donations Selected:	0	40
Year to Date Total:	6	40

Computer Sessions	2022	2021
Adult Lab Sessions:	307	275
Year to Date Total:	971	954
Juvenile Lab Sessions:	83	10
Year to Date Total:	195	23
WiFi:	6,591	2976
Year to Date Total:	13,405	8,177

Reference Assistance	2022	2021
By Phone:	82	73
Year to Date Total:	256	288
In-Person:	44	101
Year to Date Total:	130	233

Meeting Room Sessions	2022	2021
Sessions:	25	13
Year to Date Total:	92	50

Digital Resources	2022	2021
cloudLibrary Checkouts:	7146	2979
Year to Date Total:	21780	20976
NewsStand Checkouts:	0	127
Year to Date Total:	248	456

Reference Services	2022	2021
Directional/Basic Questions:	33	73
Year to Date Total:	92	184
Research Questions:	24	28
Year to Date Total:	53	72
Computer Questions:	8	44
Year to Date Total:	29	112
Fax Assistance:	58	34
Year to Date Total:	159	152
Copy Assistance:	34	58
Year to Date Total:	130	220
Scan Assistance:	4	8
Year to Date Total:	13	26
Print Outs:	39	437
Year to Date Total:	3397	2675

Technical Services	2022	2021
New Items Added:	258	66
Year to Date Total:	372	284
Items Processed:	62	58
Year to Date Total:	216	190
Items Withdrawn:	0	84
Year to Date Total:	20	171
Items Recataloged:	17	0
Year to Date Total:	134	126
Items Repaired:	6	2
Year to Date Total:	14	6

Interlibrary Loans (ILL's)	2022	2021
Items Requested:	83	53
Year to Date Total:	231	196
Items Sent:	46	29
Year to Date Total:	134	97

Dr. Hector P. Garcia Memorial Library Statistical Report

Dec-22

Adult Programming	2022	2021
Adult Events:	6	0
Year to Date Total:	31	3
Adults in Attendance:	26	0
Year to Date Total:	200	44
Live Views:	0	0
Year to Date Total:	0	0
Recorded Counts:	0	0
Year to Date Total:	0	0

Toddler Programming	2022	2021
Children Events:	1	2
Year to Date Total:	2	6
Children in Attendance:	2	0
Year to Date Total:	3	6
Adults in Attendance:	1	0
Year to Date Total:	2	0
Live Views:	0	0
Year to Date Total:	0	0
Recorded Views:	0	19
Year to Date Total:	0	45

Outreach Programming	2022	2021
Events:	4	1
Year to Date Total:	7	2
Toddlers in Attendance:	77	0
Year to Date Total:	77	0
Children in Attendance:	166	0
Year to Date Total:	272	0
Teens in Attendance:	25	0
Year to Date Total:	25	0
Adults in Attendance:	286	150
Year to Date Total:	324	154

Teen Programming	2022	2021
Teen Events:	1	0
Year to Date Total:	2	11
Teens in Attendance:	6	0
Year to Date Total:	14	33
Live Views:	0	0
Year to Date Total:	0	0
Recorded Counts:	0	0
Year to Date Total:	0	0

General Programming	2022	2021
Events:	1	1
Year to Date Total:	1	1
Toddlers in Attendance:	17	0
Year to Date Total:	17	0
Children in Attendance:	52	26
Year to Date Total:	52	26
Teens in Attendance:	12	0
Year to Date Total:	12	0
Adults in Attendance:	28	16
Year to Date Total:	28	16
Live Views:	0	0
Year to Date Total:	0	0
Recorded Views:	0	0
Year to Date Total:	0	0

Reading Programs	2022	2021
Toddler Reading Logs:	0	0
Children Reading Logs:	0	0
Teen Reading Logs:	0	0
Adult Reading Logs:	0	0
Total:	0	0

Children's Programming	2022	2021
Children Events:	6	3
Year to Date Total:	20	10
Children in Attendance:	26	0
Year to Date Total:	126	23
Adults in Attendance:	5	0
Year to Date Total:	44	6
Live Views:	0	0
Year to Date Total:	0	0
Recorded Views:	0	57
Year to Date Total:	0	360

Volunteer Hours	2022	2021
Total:	116.75	140.5
Year to Date Total:	533	783.25

Dr. Hector P. Garcia Memorial Library Statistical Report

Dec-22

Curbside Services	2022	2021
Curbside Café:	12	24
Year to Date Total:	42	60
Curbside Circulation:	0	7
Year to Date Total:	2	14
Curbside Crafts:	0	5
Year to Date Total:	0	53
Curbside Other Services:	4	1
Year to Date Total:	4	14

Library Visits	2022	2021
Visits:	2,067	1610
Year to Date Total:	6,999	5,136

Café Visits	2022	2021
Visits:	470	284
Year to Date Total:	1592	943

Café Sales	2022	2021
Net Sales:	\$ 1,594.07	\$ 1,634.81
Year to Date Total:	\$ 3,549.41	\$ 5,137.38
Sales Tax:	\$ 131.42	\$ 134.95
Year to Date Total:	\$ 292.65	\$ 407.87

Social Media	2022	2021
Library Posts:	207	178
Year to Date Total:	629	681
Library DMs:	1	1
Year to Date Total:	7	5
Cafe Posts:	88	39
Year to Date Total:	186	88
Café DMs:	0	0
Year to Date Total:	0	1
City Posts:	5	12
Year to Date Total:	23	33
City DMs:	0	0
Year to Date Total:	1	20
Videos Created:	0	4
Year to Date Total:	1	10
Website Updates:	29	15
Year to Date Total:	52	46
HCLS Posts:	3	4
Year to Date:	8	10

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
BLUECROSS AND BLUE SHIELD OF TEXAS	12/19/22	DEC 2022 EMPLOYEE INSURANC	GENERAL FUND	POLICE	<u>20,237.96</u>
				TOTAL:	20,237.96
DEVELOPMENT CORPORATION OF MERCEDES	12/29/22	DEC 2022 SALES TAX	GENERAL FUND	NON-DEPARTMENTAL	141,318.06
	12/12/22	54 VTX NOTE #54	GENERAL FUND	NON-DEPARTMENTAL	<u>10,416.67</u>
				TOTAL:	151,734.73
EVOQUA WATER TECHNOLOGIES LLC	12/27/22	905616338 SVC L2S PUMP STA	UTILITY FUND	WATER/SEWER TREATMENT	<u>19,944.00</u>
				TOTAL:	19,944.00
GEXA ENERGY, LP	12/21/22	OCT22-NOV22 ELECTRICITY	GENERAL FUND	NON-DEPARTMENTAL	15,085.01
	12/21/22	OCT22-NOV22 ELECTRICITY	UTILITY FUND	WATER/SEWER TREATMENT	<u>18,125.92</u>
				TOTAL:	33,210.93
GT DISTRIBUTORS INC.	12/29/22	SPRINGFIELD SAINT VICTOR	GENERAL FUND	POLICE	<u>10,699.00</u>
				TOTAL:	10,699.00
INFINITY AIR HEATING & COOLING	12/27/22	0981 A/C UNIT INSTALLED DO	SERIES 2021	BUILDING IMPROVEMENTS	<u>38,738.06</u>
				TOTAL:	38,738.06
INSIGHT PUBLIC SECTOR, INC.	12/09/22	MERAKI SWITCH	GENERAL FUND	INFORMATION TECHNOLOGY	<u>10,291.10</u>
				TOTAL:	10,291.10
ISABEL POSADAS	12/27/22	1179 CONSULTING SRVS 08/30	GENERAL FUND	NON-DEPARTMENTAL	<u>11,910.00</u>
				TOTAL:	11,910.00
LANDTITLE TEXAS, LLC	12/01/22	11/30/22 CASHIERS CHECK CL	GENERAL FUND	NON-DEPARTMENTAL	<u>76,738.20</u>
				TOTAL:	76,738.20
LAW OF OF MARTIE GARCIA VELA, PC.	12/16/22	MERCEDES013 LEGAL SERVICES	GENERAL FUND	NON-DEPARTMENTAL	<u>14,980.00</u>
				TOTAL:	14,980.00
SMOKIN' ON THE RIO	12/27/22	S-21208A EVENT SPONSORSHIP	HOTEL,MOTEL TAX	NON-DEPARTMENTAL	<u>12,500.00</u>
				TOTAL:	12,500.00
TCEQ	12/27/22	PHS0209934 WATER SYSTEM FE	UTILITY FUND	WATER/SEWER TREATMENT	<u>11,519.90</u>
				TOTAL:	11,519.90
TEXAS MUNICIPAL RET. SYST	12/05/22	PENSION PLAN PAYABLE	GENERAL FUND	NON-DEPARTMENTAL	13,374.41
	12/05/22	PENSION PLAN PAYABLE	GENERAL FUND	NON-DEPARTMENTAL	14,408.02
	12/05/22	PENSION PLAN PAYABLE	GENERAL FUND	POLICE	12,648.29
	12/05/22	PENSION PLAN PAYABLE	GENERAL FUND	POLICE	<u>13,982.68</u>
				TOTAL:	54,413.40
U.S. WATER SERVICES CORPORATION	12/08/22	BASE FEE FOR WATER TREATME	UTILITY FUND	WATER/SEWER TREATMENT	50,496.13
	12/08/22	EXPENSE FEE FOR WATER TREA	UTILITY FUND	WATER/SEWER TREATMENT	22,974.55
	12/08/22	OVERAGE ON THE ANNUAL SOLI	UTILITY FUND	WATER/SEWER TREATMENT	27,192.11
	12/08/22	BASE FEE FOR WASTE WATER	UTILITY FUND	WATER/SEWER TREATMENT	68,236.60
	12/08/22	EXPENSE FEE FOR WASTEWATER	UTILITY FUND	WATER/SEWER TREATMENT	<u>19,311.07</u>
				TOTAL:	188,210.46

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
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===== FUND TOTALS =====
01  GENERAL FUND                366,089.40
02  UTILITY FUND                237,800.28
16  HOTEL,MOTEL TAX             12,500.00
52  SERIES 2021                 38,738.06
-----
          GRAND TOTAL:          655,127.74
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TOTAL PAGES: 2

CITY OF MERCEDES
 Budget vs Actual FY 2022-2023 (UNAUDITED)
 As at 12/31/2022

01 GENERAL FUND

REVENUES	Budget	Budget Completed 25.00%		
		YTD Actual	Budget Balance	% of Budget
Taxes	9,103,950	1,150,375	7,953,575	12.64%
Licenses & Permits	2,019,000	99,400	1,919,600	4.92%
Fines & Services	2,357,460	597,853	1,759,607	25.36%
Intergovernmental	18,600	24,225	(5,625)	130.24%
Miscellaneous	1,782,890	40,717	1,742,173	2.28%
	15,281,900	1,912,570	13,369,330	12.52%
EXPENDITURES				
Commission	35,200	6,325	28,875	17.97%
Exe. Adm	283,110	55,270	227,840	19.52%
Human Resources	66,447	12,067	54,380	18.16%
City Secretary	135,175	26,934	108,241	19.93%
Mun. Court	139,774	26,491	113,283	18.95%
Finance	229,173	45,744	183,429	19.96%
IT	418,962	119,568	299,394	28.54%
Planning	438,999	93,906	345,093	21.39%
Police	3,418,315	796,586	2,621,729	23.30%
Animal Control	96,591	10,667	85,924	11.04%
Fire	1,480,914	334,845	1,146,069	22.61%
Ambulance	-	-	0	#DIV/0!
PW	139,096	24,038	115,058	17.28%
Streets	882,576	143,335	739,241	16.24%
Build. Maint.	376,396	83,830	292,566	22.27%
Veh. Maint.	379,486	64,342	315,144	16.96%
Parks & Rec	485,500	102,184	383,316	21.05%
Rec. Center	107,548	11,153	96,395	10.37%
Library	551,796	104,452	447,344	18.93%
Projects	-	-	0	#DIV/0!
Sanitation	1,555,807	160,136	1,395,671	10.29%
Dome Shelter	296,931	51,727	245,204	17.42%
Non-Departmental	3,764,104	700,577	3,063,527	-18.61%
	15,281,900	2,974,179	12,307,721	19.46%
Rev. Over/Under	-	(1,061,609)	1,061,609	

NOTE: REVENUES RECEIVED IN OCT. FOR SEPT SERVICES ARE ACCRUED TO THE PREVIOUS FY, THEREFORE CREATING A LOW/NEGATIVE BALANCE IN THE FIRST QTR.

CITY OF MERCEDES
 Budget vs Actual FY 2022-2023 (UNAUDITED)
 As at 12/31/2022

02 UTILITY FUND

Budget Completed 25.00%

REVENUES	Budget	YTD Actual	Budget Balance	% of Budget
Water & Sewer Sales	5,892,000	1,464,082	4,427,918	24.85%
Fees & Penalties	1,260,140	137,085	1,123,055	10.88%
Miscellaneous	2,700	978	1,722	36.21%
	7,154,840	1,602,144	5,552,696	22.39%
EXPENDITURES				
Information Tech	98,539	54,356	44,183	55.16%
Utility Billing	146,357	33,196	113,161	22.68%
Meter Readers	153,469	27,168	126,301	17.70%
W/S Field Crew	1,104,412	208,064	896,348	18.84%
W/S Treatment Plant	3,563,500	1,011,566	2,551,934	28.39%
Debt Service Int.	947,583	-	947,583	0.00%
Non-Departmental	1,140,980	78,444	1,062,536	6.88%
	7,154,840	1,412,794	5,742,046	19.75%
Revenue Over/Under	-	189,350	(189,350)	

NOTE: REVENUES RECEIVED IN OCT. FOR SEPT SERVICES ARE ACCRUED TO THE PREVIOUS FY, THEREFORE CREATING A LOW/NEGATIVE BALANCE IN THE FIRST QTR.

CITY OF MERCEDES
 Budget vs Actual FY 2022-2023 (UNAUDITED)
 As at 12/31/2022

15 INTEREST & SINKING FUND

REVENUES	Budget	YTD Actual	Budget Completed 25.00%	
			Budget Balance	% of Budget
Property Taxes	2,296,070	398,925	1,897,145	17.37%
Intergovernmental	-	-	-	0.00%
Miscellaneous	2,000	1,956	44	97.81%
	2,298,070	400,882	1,897,188	17.44%
EXPENDITURES				
Debt Service	2,298,070	-	2,298,070	0.00%
	2,298,070	-	2,298,070	0.00%
Revenue Over/Under	-	400,882	(400,882)	

NOTE:

16 HOTEL/MOTEL FUND

REVENUES	Budget	YTD Actual	Budget Completed 25.00%	
			Budget Balance	% of Budget
Taxes	120,000	43,515	76,485	36.26%
Reserves/Misc.	95,970	1,625	94,345	1.69%
	215,970	45,141	170,830	20.90%
EXPENDITURES				
Advertisement	138,940	13,852	125,088	9.97%
Historic Preservation	50,000	-	50,000	0.00%
Arts Promotion	12,900	-	12,900	0.00%
Signage	14,130	-	14,130	0.00%
	215,970	13,852	202,118	6.41%
Revenue Over/Under	-	31,288	(31,288)	

NOTE: REVENUES RECEIVED IN OCT. FOR SEPT SERVICES ARE ACCRUED TO THE PREVIOUS FY, THEREFORE CREATING A LOW/NEGATIVE BALANCE IN THE FIRST QTR.

CITY OF MERCEDES
Budget vs Actual FY 2022-2023 (UNAUDITED)
As at 12/31/2022

43 43-Series 2018 CO

REVENUES	Budget	JTD Actual	Budget Balance
Bond Revenue	9,991,085	9,991,085	-
Interest Income	129,793	129,793	-
Miscellaneous	34,602	34,602	-
	10,155,480	10,155,480	-
EXPENDITURES			99.48%
Ambulance Services	519,644	519,644	-
PD Vehicles	534,243	534,243	-
PW Vehicles	670,119	670,119	-
Rescue Vehicles	33,165	33,165	-
Drainage Improv.	513,612	461,310	52,302
Sewer Improv.	1,484,309	1,484,309	-
Lift Station Improv.	1,352,229	1,352,229	-
Street Overlays	3,460,085	3,460,085	-
Street Improvements	104,946	104,946	-
Water Improv.	1,281,911	1,281,911	-
Non-Departmental	201,218	201,218	-
	10,155,480	10,103,178	52,302
Revenue Over/Under	(0)	52,302	(52,302)

NOTE: This fund is reported as Job to Date.

CITY OF MERCEDES
 Budget vs Actual FY 2022-2023 (UNAUDITED)
 As at 12/31/2022

46 EMS FUND

Budget Completed 25.00%

REVENUES	Budget	YTD Actual	Budget Balance	% of Budget
EMS Service Fees	716,800	121,367	595,433	16.93%
Intergovernmental	90,000	16,974	73,026	18.86%
Misc	-	947	(947)	#DIV/0!
	806,800	139,288	667,512	17.26%
EXPENDITURES				
Personnel Costs	128,000	15,829	112,171	12.37%
Contractual Sev. & Other	185,300	63,173	122,127	34.09%
Maintenance	58,000	7,092	50,908	12.23%
Supplies	115,500	12,712	102,788	11.01%
Paramedic Course	70,000	12,635	57,365	18.05%
Capital Outlay	-	-	0	0.00%
Non-Departmental	250,000	39,709	210,291	15.88%
	806,800	151,149	655,651	18.73%
Revenue Over/Under	-	(11,862)	11,862	

NOTE:

51 AMERICAN RESCUE PLAN

REVENUES	Budget	JTD Actual	Budget Balance
Intergovernmental	4,118,303	1,432,608	2,685,696
Miscellaneous	12,179	12,179	(0)
	4,130,482	1,444,787	2,685,695
EXPENDITURES			
Contractual Services	123,427	123,427	-
Drainage Improvements	488,000	53,760	434,240
Water Rate Study	37,725	37,725	-
Impact Fee Study	31,500	4,725	26,775
TCEQ Comp. Self Audit	49,250	15,954	33,296
Revenue Loss	1,030,000	1,030,000	-
PD Renovation	700,000	-	700,000
Mile 1 East	270,000	206,703	63,297
Utility Improvements	1,269,119	-	1,269,119
Street Improvements	124,007	-	124,007
	4,123,028	1,472,294	2,650,735
Revenue Over/Under	7,454	(27,507)	34,961

NOTE: This fund is reported as Job to Date.

CITY OF MERCEDES
Budget vs Actual FY 2022-2023 (UNAUDITED)
As at 12/31/2022

52 SERIES 2021 CO

REVENUES	Budget	JTD Actual	Budget Balance
Bond Revenue-Other Financ	8,250,000	8,250,000	-
Interest Income	68,981	68,981	-
Miscellaneous	-	-	-
	8,318,981	8,318,981	-
EXPENDITURES			40.29%
EMS/FIRE Equipment	787,765	782,765	5,000
PD Vehicles/Renovation	1,341,445	495,803	845,642
PW Equipment	475,979	475,979	-
Planning Equipment		-	-
Library	17,586	17,586	-
Other Equipment	273,089		273,089
Build. Improvements	70,000	-	70,000
Water/Sewer Utility Improv	3,456,740	214,396	3,242,344
Lift Station Improv.	495,000	493,826	1,174
Street Improvements	400,000	400,000	-
Drainage Imprpov.	218,000	194,045	23,955
Other Infrastructure Imp	350,260		350,260
Non-Departmental	171,522	171,530	(8)
	8,057,386	3,245,931	4,811,455
Revenue Over/Under	261,595	5,073,050	(4,811,455)

NOTE: This fund is reported as Job to Date.

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

FY 2021-2022								
Recvd	Period	State			Mth %			
		Comptroller	EDC (25%)	Outlet Mall	Inc/Dec	City (75%)	Outlet Mall	Inc/Dec
Oct	Aug	532,219.32	126,355.59	6,699.24	-0.47%	379,066.78	20,097.71	-0.47%
Nov	Sept	587,652.79	140,871.36	6,041.84	11.49%	422,614.08	18,125.51	11.49%
Dec	Oct	437,734.09	86,028.38	23,405.14	-38.93%	241,523.79	86,776.78	-42.85%
		1,557,606.20	353,255.33	36,146.22	19.20%	1,043,204.65	125,000.00	17.34%

FY 2022-2023								
Recvd	Period	State			Mth %			
		Comptroller	EDC (25%)	Outlet Mall	Inc/Dec	City (75%)	Outlet Mall	Inc/Dec
		664,414.83	123,909.52	42,194.19	0.39%	456,644.45	41,666.67	-0.36%
		616,158.09	119,350.90	34,688.62	-3.68%	420,451.90	41,666.67	-7.93%
		565,272.27	108,481.38	32,836.69	-9.11%	382,287.54	41,666.66	-9.08%
		1,845,845.19	351,741.80	109,719.50	-0.43%	1,259,383.89	125,000.00	20.72%

Yearly Total Sales Tax Comparison			
	2021-2022	2022-2023	Yr % Inc/Dec
Oct	532,219.32	664,414.83	24.84%
Nov	587,652.79	616,158.09	4.85%
Dec	437,734.09	565,272.27	29.14%
	1,557,606.20	1,845,845.19	18.51%

Yearly City Sales Tax Comparison			
	2021-2022	2022-2023	Yr % Inc/Dec
Oct	379,066.78	456,644.45	20.47%
Nov	422,614.08	420,451.90	-0.51%
Dec	241,523.79	382,287.54	58.28%
	1,043,204.65	1,259,383.89	20.72%

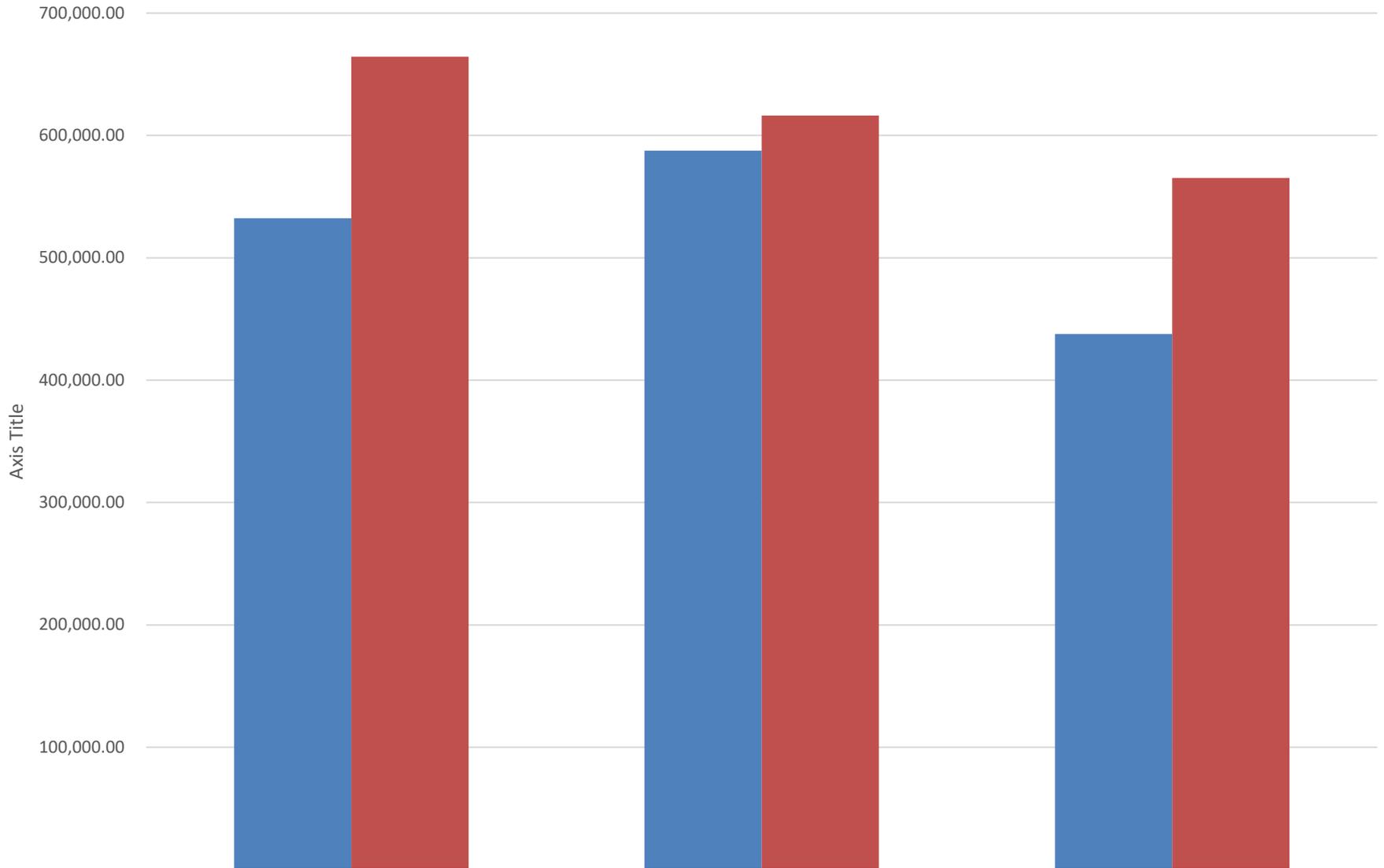
BUDGET	4,927,428
% OF BUDGET	32.24%
TO EDC	1,642,476
Total Projection	6,569,904

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

FY 22-23	
Gain/(Loss)	216,179

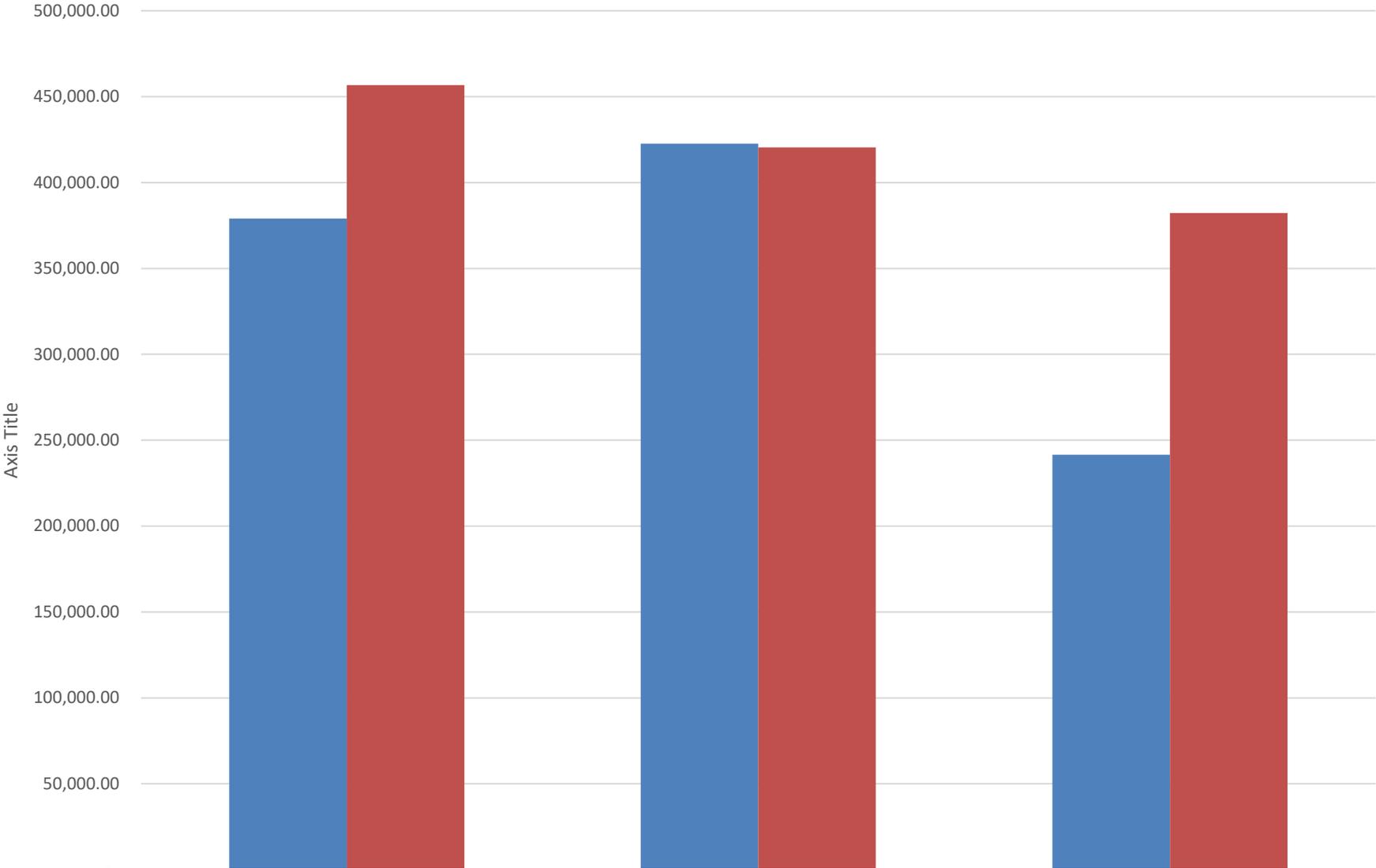
Received	Generated
October	August
November	September
December	October
January	November
February	December
March	January
April	February
May	March
June	April
July	May
August	June
September	July

Total City Sales Tax Received



	Oct	Nov	Dec
2021-2022	532,219.32	587,652.79	437,734.09
2022-2023	664,414.83	616,158.09	565,272.27

City Sales Tax after Contributions/Payouts



	Oct	Nov	Dec
2021-2022	379,066.78	422,614.08	241,523.79
2022-2023	456,644.45	420,451.90	382,287.54

Mercedes Municipal Court
Revenue Collected by Citations
December 1, 2022 - December 31, 2022

City of Mercedes Revenue **\$9,587.21**

State of Texas Revenue **\$6,677.25**

Total Revenue Collected **\$16,264.46**

Total Number of Cases (Dockets) Heard by Court – 22

Eduardo Mendoza
Eduardo Mendoza, Municipal Court Coordinator

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

TYPE	JAN. 2022	FEB. 2022	MAR	APR. 2022	MAY. 2022	JUN. 2022	JUL. 2022	AUG	SEPT. 2022	OCT. 2022	NOV. 2022	DEC. 2022	YTD Total
CITY SECRETARIAL													
Agenda Reg./Special/Wks	2	5	2	2	4	3	2	5	4	2	6	3	40
Minutes Reg./Special	4	6	2	2	2	3	2	5	4	2	6	3	41
Ordinances	0	4	1	2	0	2	5	1	5	5	0	3	28
Resolutions	0	2	2	2	0	4	0	2	0	2	1	0	15
Contracts	2	5	5	0	1	3	4	5	4	4	4	8	45
Bids	1	3	1	0	3	0	0	1	1	0	0	0	10
PERMITS													
Sound/Dance TABC					5	8	3	4	1	2	6	9	38
					1	0	0	0	0	0	0	0	1
VITAL STATISTICS													
Filing w. State	0	14	13	7	5	14	4	8	7	0	5	3	80
Issuing Birth	22	20	23	19	29	13	22	20	20	21	22	5	236
Issuing Death	8	2	0	12	1	1	7	2	4	0	1	1	39
RISK MANAGEMENT													
Vehicle Claims		1	2	0	0	3	1	0	0	1	0	1	9
Liability Claims	1	1	0	1	1	1	1	1	1	1	0	1	10
OPEN RECORDS													
Received	31	46	37	51	46	56	27	56	50	57	48	31	536
Responded	19	34	33	41	29	44	19	48	48	49	41	27	432
HUMAN RESOURCES													
New Hires	3	2	5	8	4	7	4	2	10	10	6	3	64
Resignations	5	5	5	1	6	7	1	4	5	5	3	6	53
Retirements	0	0	1	1	0	0	0	1	0	1	0	0	4
Workers Comp	4	0	0	1	0	2	0	2	2	1	0	1	13

Significant Comments:

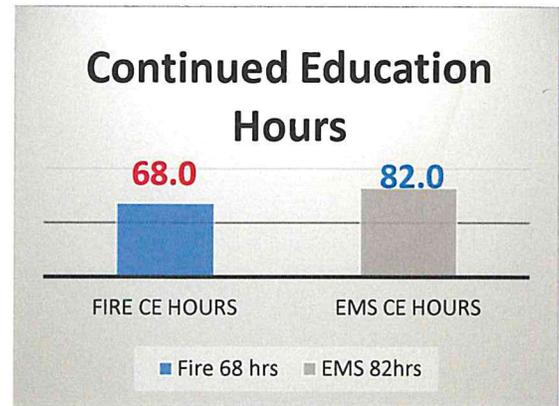
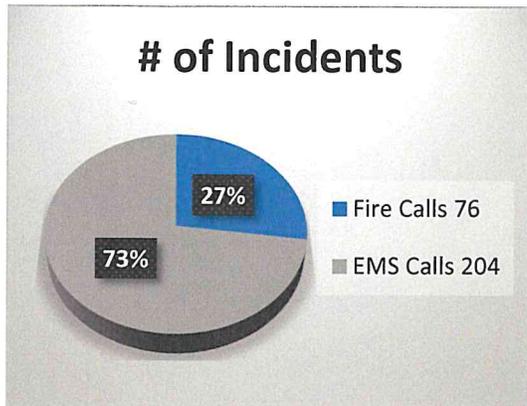


MERCEDDES FIRE DEPARTMENT EMS

Monthly Report December 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."



Emergency Management:

- Organization of city planning team for December 2023 Marathon.
- Continue on providing COVID-19 testing to all city employees when needed.
- Continue safety meetings with MISD.
- Trauma Regional Advisory Council Meetings.
- Pre-hospital planning with EMS directors and trauma advisory.
- Review automatic dispatch with Mercedes FD and Weslaco FD.
- December city events. Review all incident action plans.
- Improvement of technology with Hidalgo County Emergency Management on accountability tracking for large events.

Mercedes Fire Department

Mercedes, TX

This report was generated on 1/13/2023 4:23:52 PM



Incident Type Count per Station for Date Range

Start Date: 12/01/2022 | End Date: 12/31/2022

INCIDENT TYPE	# INCIDENTS
Station: 1 - MERCEDES FIRE STATION 1	
111 - Building fire	3
118 - Trash or rubbish fire, contained	1
121 - Fire in mobile home used as fixed residence	1
130 - Mobile property (vehicle) fire, other	1
131 - Passenger vehicle fire	3
142 - Brush or brush-and-grass mixture fire	3
143 - Grass fire	5
150 - Outside rubbish fire, other	1
151 - Outside rubbish, trash or waste fire	1
154 - Dumpster or other outside trash receptacle fire	1
171 - Cultivated grain or crop fire	1
311 - Medical assist, assist EMS crew	21
322 - Motor vehicle accident with injuries	6
324 - Motor vehicle accident with no injuries.	2
412 - Gas leak (natural gas or LPG)	1
445 - Arcing, shorted electrical equipment	1
531 - Smoke or odor removal	1
611 - Dispatched & cancelled en route	2
622 - No incident found on arrival at dispatch address	1
700 - False alarm or false call, other	2
711 - Municipal alarm system, malicious false alarm	1
715 - Local alarm system, malicious false alarm	3
735 - Alarm system sounded due to malfunction	2
743 - Smoke detector activation, no fire - unintentional	1

Incidents for 1 - Mercedes Fire Station 1:

65

Station: 2 - MERCEDES FIRE STATION 2	
118 - Trash or rubbish fire, contained	1
140 - Natural vegetation fire, other	1
142 - Brush or brush-and-grass mixture fire	2
143 - Grass fire	1
151 - Outside rubbish, trash or waste fire	1
324 - Motor vehicle accident with no injuries.	1
444 - Power line down	1
561 - Unauthorized burning	1

Only REVIEWED incidents included.

INCIDENT TYPE	# INCIDENTS
700 - False alarm or false call, other	2

Incidents for 2 - Mercedes Fire Station 2:

11

Only REVIEWED incidents included.



Mercedes Fire Department

Mercedes, TX

This report was generated on 1/13/2023 4:25:01 PM



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

Start Date: 12/01/2022 | End Date: 12/31/2022

STATION	TURNOUT TIME (min) (Dispatch to Enroute)
1 - Mercedes Fire Station 1	4:24
2 - Mercedes Fire Station 2	5:44
AVERAGE TURNOUT TIME:	5:03

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.



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Doc Id: 684

Page # 1 of 1

Mercedes Fire Department

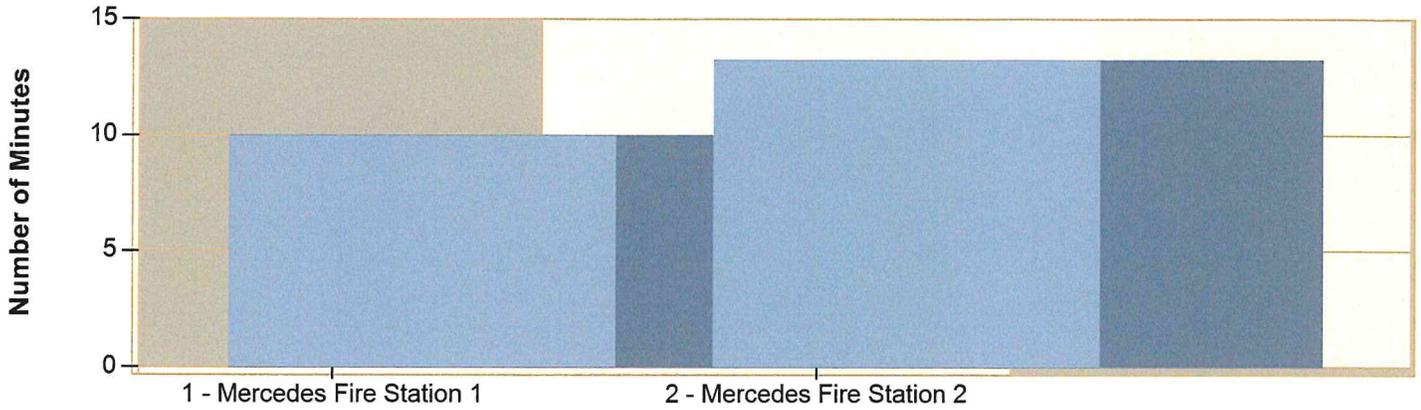
Mercedes, TX

This report was generated on 1/13/2023 4:25:27 PM



Average Response Time per Station for Date Range

Start Date: 12/01/2022 | End Date: 12/31/2022



STATION	AVERAGE RESPONSE MM:SS (Dispatch to Arrived)
1 - Mercedes Fire Station 1	10:00
2 - Mercedes Fire Station 2	13:14

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





MERCEDDES FIRE DEPARTMENT EMS



Monthly Report December 2022

Fire Marshal's Office

• Fire Inspections	28
• Fire Investigations	0
• Public Educations	0
• Plan Reviews	3
• Fire Alarms	1
• Fire Sprinkler Reviews	0
• Hood System Reviews	0
• Fire Suppression Reviews	0
• Meetings	7
• Burn Permits	0
• Fire Safety Complaints	1
• Special Assignments	1
• Subdivision Review Conference	1

Ruben A. Gutierrez
Fire Marshal

11/2022
DATE

PLANNING DEPARTMENT 2022-2023 MONTHLY REPORT

INVOICES/ LEINS/ETC	October	November	December	January	February	March	April	May	June	July	August	Sept
Weedy Lot Invoices	45	22	9									
Amount	\$ 12,064.50	\$ 5,500.00	\$ 2,250.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Demolition Invoices	0	0	0									
Amount	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Leins filed	0	16	1									
Total Lein Amount	\$ -	\$ 11,235.20	\$ 1,582.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Leins Released	2	0	0									
Demolition Leins	0	0	0	0	0	0	0	0				
Total Lein Amount	\$ -	\$ -	\$ 1,582.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Payments Collected	\$ 697.00	\$ 2,322.00	\$ 1,380.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

PLANNING DEPARTMENT 2022-2023 MONTHLY REPORT

PERMITS ISSUED	October	November	December	January	February	March	April	May	June	July	August	Sept
New Residential Const	1	5	0									
Residential Permits	247	11	13									
Electrical Permits		26	22									
Mechanical Permits		4	5									
Plumbing Permits		15	6									
Demolition Permits		2	0									
New Commercial Const	1	2	1									
Commercial Permits	109	28	1									
Electrical Permits		0	5									
Mechanical Permits		0	1									
Plumbing Permits		1	1									
Yard Sale Permits	47	28	32									
OTHER PERMITS												
Vendor permits	52	53	9									
Stock show Vendors	27	6	0									
Outdoor sales permits	1	5	0									
Peddlers permits	0	0	0									
Stop work orders	1	0	0									
New Contractors	17	7	6									
Contractor Renewal	20	15	5									
Business Activities	October	November	December	January	February	March	April	May	June	July	August	Sept
New Business License	9	5	2									
Total Cash Collected	\$ 38,865.18	\$ 30,710.32	\$ 11,720.40	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
INSPECTIONS												
Residential	134	237	87									
Reinspections		1	1									
Commercial	24	32	19									
Reinspections		0	0									
Health Inspections	21	33	4									
Residential Health Insp		1	0									
Event Health Inspect		15	0									
Fire Inspections	47	21	8									
Residential Fire Insp		1	0									
Event Fire Inspections		17	0									
CODE ENFORCEMENT	October	November	December	January	February	March	April	May	June	July	August	Sept
Accumulating junk	27	14	18									
Illegal dumping	33	31	41									
Junk Vehicles	12	15	25									
Livestock	1	1	1									
Maintain Alley	10	23	41									
Noxious Weeds	21	3	21									
Vermin Harborage	0	0	0									
Stagnant Water	0	0	1									
Truck Trailers	0	0	2									
Health Issues	0	0	0									
Signs-Violations	0	51	16									
Home Violations	9	7	10									
Zoning Violations	13	3	3									
Grease Traps	0	0	0									
Court Cases	13	2	6									
Yard Sales Violations	0	7	12									