



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
MAY 16, 2023 – 6:30 P.M.
MERCEDES CITY HALL – COMMISSION CHAMBERS
400 S. OHIO AVE., MERCEDES, TX 78570

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

1. **Call Meeting to Order**
2. **Establish Quorum**
3. **Invocation**
4. **Pledge of Allegiance**
5. **Open Forum-**

Maximum length of time of forum is 30 minutes with individual presentations limited to a maximum of two 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. Pursuant to Tex. Gov't. Code §551.007 the scope of the right to speak is limited to agenda items.

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

6. **Consent Agenda:** *(All matters listed under Consent Agenda are considered to be routine by the Governing Body and will be enacted by one motion. There will be no separate discussion of these items; however, if discussion is desired, that item(s) will be removed from the Consent Agenda and will be considered separately.)*
 - a. Second and Final Reading of Ordinance 2023-05 regarding requirement to connect to public water and sewer system.
 - b. Second and Final Reading of Ordinance 2023-06 Calling for a Runoff Election for Commissioner Place 3.
 - c. Approval of Budget Amendments attached
7. **Management Items:** *Present, Discuss, Consider, and Possibly Take Action Regarding:*
 - a. Approval of Affiliation and Program Agreement for Clinical Experience between the City of Mercedes Fire Department and South Texas College (Fire Dept)
 - b. Approval of purchase of 3 (three) Z-Vent Portable Ventilators for Mercedes Fire Department EMS with EMS Funds.
8. **Departmental Monthly Reports**
Police Department, Finance, Library, City Secretary/HR
9. **Executive Session:** *Chapter 551, Texas Government Code, Section 551.071 (Consultation with Attorney), Section 551.072 (Deliberation regarding Real Property), Section 551.074 (Personnel Matters) and Section 551.087 (Economic Development)*
 - a. Consultation with Attorney regarding update on litigation – Section 551.071
 - b. Discussion with City Manager regarding personnel matters – Section 551.074
 - c. Consultation with Attorney regarding local business issues – Section 551.071 & Section 551.087
10. **Open Session:** *Present, Discuss, Consider, and Possibly Take Action Regarding:*
 - a. Item A from Executive Session
 - b. Item B from Executive Session
 - c. Item C from Executive Session
11. **Adjournment**

Notice is hereby given that the City Commissioners of the City of Mercedes, Texas will meet in a **Regular Meeting** on Tuesday, May 16, 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 12TH DAY OF MAY, 2023.

ATTEST:



Joselynn Castillo, City Secretary
Time of Posting: 7:00 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.

CITY OF MERCEDES ORDINANCE NO. 2023-05

REQUIREMENTS FOR CONNECTION TO PUBLIC WATER AND SEWER SYSTEM

Any applicant seeking to plat property or property owner seeking a building permit within the city limits or ETJ of the City of Mercedes, or within its Certificate of Convenience and Necessity (CCN) Service Area, are required to connect to the city's water distribution and wastewater collection systems, unless property is too far from such systems as determined solely by the City Manager, or his designee.

Whenever, by reason of the extension of any sewer line or lines of the City of Mercedes, or its successors, property with toilet facilities using private septic systems comes within two hundred feet (200 ft.) of any such usable sewer line, the owners shall contract with said city, or its successors, to connect with such sewer line within sixty (60) days thereafter and shall cause effective connection not later than thirty (30) days later.

The City of Mercedes shall exercise its authority granted pursuant to the Texas Local Government Code, 214.013:

(a) A municipality may:

- (1) provide for a sanitary sewer system; and
- (2) require property owners to connect to the sewer system.

(b) If an owner does not connect to the sewer system, the municipality may:

- (1) fix a lien against the owner's property;
- (2) charge the cost of the connection to the owner as a personal liability; and
- (3) impose a penalty on the owner.

FAILURE TO CONNECT TO PUBLIC SEWER

It shall be unlawful for any person, whether as owner, as agent of the owner, or as a lessee, tenant, proprietor or occupant, of any building or part of building coming within the provisions of this chapter, to construct, use or maintain, or permit to be constructed, used or maintained, upon the lot, parcel of land or premises upon which the building or part of building is located, any privy, water closet, urinal, slop drain, bathtub drain, shower/bath drain, wastewater drain or other receptacle whatever, used or to be used for the purpose of receiving and discharging sewage matter or slop of any kind, unless such receptacle shall be connected with the city sewer system and be kept and maintained in proper working condition.

PENALTY

Any person violating any provision of this chapter shall be guilty of a misdemeanor and, upon conviction, shall be punished by a fine not exceeding \$2,000.

Each day any violation of this chapter shall continue shall constitute a separate offense; provided, however, that, the imposition of any such fine for any such violation shall not constitute an estoppel for other relief against any such violation available at law.

PASSED, ADOPTED AND APPROVED by an affirmative vote of the City Commission of the City of Mercedes, Texas on this 16th day of May, 2023.

First Reading: May 9, 2023

Second Reading: May 16, 2023

ATTEST:

Oscar D. Montoya Sr., Mayor

Joselynn Castillo, City Secretary

Martie Garcia-Vela, City Attorney

ORDINANCE NO. 2023-06

AN ORDINANCE DECLARING A RUNOFF ELECTION TO BE HELD IN THE CITY OF MERCEDES, TEXAS FOR THE PURPOSE OF ELECTING A COMMISSIONER PLACE #3 OF SAID CITY; PROVIDING FOR THE TIME, PLACE, AND MANNER OF CONDUCTING SAID ELECTION; 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; 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 a runoff election shall be held in the City of Mercedes, Texas on the second Saturday of June, the same being June 10, 2023 for the purpose of electing 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 posting a notice not later than the 15th day before the date of said election at City Hall in Mercedes, Texas, and;

That the voting at said election shall be by means allowed by State Law for Runoff elections. Early voting shall be as follows: on Tuesday, May 30, 2023, and Tuesday, June 6, 2023 from 7:00 A.M to 7:00 P.M, Wednesday, May 31, 2023, Thursday, June 1, 2023, Friday, June 2, 2023, Saturday, June 3, 2023 and Monday June 5, 2023 from 8:00 A.M to 6:00 P.M except for Sunday, June 4, 2023 in which it will be closed. The County Elections Administrator shall serve as early voting clerk.

That the compensation of the presiding judge and the election officials shall be that established by the County election administrator. The judge who delivers the returns of the election immediately after the votes have been tallied shall be paid 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;

That any candidate for Commissioner Place #3 may name poll watchers as provided in the Texas Election Code.

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 this 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 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 THIS THE 16TH DAY OF MAY, 2023. 1ST Reading.

PASSED, APPROVED AND ADOPTED ON THIS THE ____ DAY OF _____, 2023. 2ND Reading.

Oscar D. Montoya Sr., Mayor

ATTEST:

APPROVED:

Joselynn Castillo, City Secretary

Martie Garcia-Vela, City Attorney



CITY OF MERCEDES
BUDGET AMENDMENT



FUND: _____

BUDGET AMENDMENT# _____

DEPARTMENT: _____

DATE POSTED: _____

Fund	G/L ACCT#	DESCRIPTION	Approved Budget	(Decrease)	Add	Amended Budget
01	540-2041	Contingency	123,853.00	(16,423.00)		107,430.00
01	528-4010	Capital Outlay			16,423.00	16,423.00
						-
						-
						-
						-
						-
						-
						-
						-

Justification/Explanation for change:
New mosquito sprayer purchase

Dept Head Requesting change

Finance Dept

Approved: _____
City Manager

Mayor



CITY OF MERCEDES
BUDGET AMENDMENT



FUND: _____

BUDGET AMENDMENT# _____

DEPARTMENT: _____

DATE POSTED: _____

Fund	G/L ACCT#	DESCRIPTION	Approved Budget	(Decrease)	Add	Amended Budget
01	514-1010	Full-Time Employees	92,371.00	(20,065.00)		72,306.00
01	514-1100	Pension Contribution	15,648.00	(3,404.03)		12,243.97
	514-1120	Social Security	7,066.00	(1,534.98)		5,531.02
						-
01	532-2569	Vehicles - City Hall	-		25,004.01	25,004.01
						-
						-
						-
						-
						-

Justification/Explanation for change:
 New City Hall Vehicle

 Dept Head Requesting change

 Finance Dept

Approved: _____
 City Manager

 Mayor



AGENDA ITEM NO. 7A

Management Items

DATE: May 16, 2023

FROM: Javier Campos Jr. – Fire Chief

ITEM: **Approval of Affiliation and Program Agreement for Clinical Experience between the City of Mercedes – Fire Department and South Texas College**

BACKGROUND INFORMATION:

Attached is an Affiliation and Program Agreement for Clinical Experience with South Texas College and The City of Mercedes – Fire Department. This agreement allows the next generation of upcoming emergency medical technicians to come to our department and perform patient contacts and practice skills in the prehospital setting, with direct supervision as a requirement for their class. This provides an opportunity for our department to become actively involved in the education of future technicians, but also allows recruitment opportunities and increase department visibility and promotion.

BOARD REVIEW/CITIZEN FEEDBACK: Approved

ALTERNATIVES/OPTIONS: NA

FISCAL IMPACT: \$ 0.00

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

Finance Review by:

LEGAL REVIEW:

ATTACHMENTS:

Staff Recommendation: Fire Department administration recommends approval of agreement.

AFFILIATION AND PROGRAM AGREEMENT FOR CLINICAL EXPERIENCE

THIS AFFILIATION AND PROGRAM AGREEMENT FOR CLINICAL EXPERIENCE (this "Agreement") is made as of _____, 20__ (the "Effective Date") by and between South Texas College ("STC") and **City of Mercedes- Fire Department** ("Affiliate"). STC and Affiliate may be referred to herein individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, STC enrolls students in a Nursing and Allied Health accredited degree program (the "Degree Program");

WHEREAS, Affiliate operates a comprehensive emergency medical transport service located at **105 N. Ohio Ave. Mercedes, TX 78570** (the "Facility");

WHEREAS, STC desires to provide a clinical learning experience through the application of knowledge and skills in actual patient-centered treatment situations in a health care setting; and

WHEREAS, Affiliate will make the Facility available to STC for such clinical learning experience, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties hereby agree as follows:

1. RESPONSIBILITIES OF STC.

- (a) **Clinical Program**. STC will develop, implement and operate the clinical learning experience component of the Degree Program at the Facility in a form and format acceptable to Affiliate ("Clinical Program"). STC may modify the Clinical Program from time to time, with Affiliate's permission, and will promptly incorporate reasonable changes to the Clinical Program requested by Affiliate from time to time. With respect to the Clinical Program, STC will:
- (i) ensure the adequacy of Degree Program resources, including up-to-date reference materials, and the academic preparation of students enrolled in the Degree Program, including theoretical background, basic skills, professional ethics, and attitude and behavior, for participation in the Clinical Program and will assign to the Clinical Program only those students who have demonstrated the ability to successfully participate in the Clinical Program (each a "Participating Student");
 - (ii) advise all Participating Students, Degree Program faculty and other STC representatives onsite at the Facility (collectively "Program Participants") to attend training and orientation with respect to applicable Affiliate policies and procedures prior to the commencement of each Clinical Program rotation during the Term (each a "Rotation");
 - (iii) provide training for Affiliate's representatives who will support the Clinical Program regarding Clinical Program features and expectations, and Participating Student evaluations, as requested by Affiliate from time to time;
 - (iv) identify to Affiliate each Program Participant who will participate in a Rotation as soon as that information is reasonably available to STC;
 - (v) require Program Participants to comply with applicable laws and Affiliate policies and procedures when onsite at the Facility;

- (vi) require Program Participants to treat Affiliate patients, staff and Clinical Program supervisors with courtesy and respect and to not disrupt Facility operations or the provision of health care services to Affiliate's patients;
 - (vii) timely prepare and update with input from Affiliate rotation schedules for each Participating Student throughout each Rotation and coordinate the same with Affiliate;
 - (viii) require Participating Students to arrive on time for each scheduled Rotation, except when a Participating Student is ill or attending to a personal emergency;
 - (ix) provide continuing oral and written communication with Affiliate regarding Participating Student Clinical Program performance and evaluation and other pertinent information;
 - (x) participate and ensure that Program Participants participate in quality assurance and related programs, if any, implemented by Affiliate;
 - (xi) participate and require Program Participants to participate in all reasonable or necessary Affiliate training sessions and programs from time to time; and
 - (xii) promptly perform additional duties to facilitate operation of the Clinical Program as may be deemed reasonable or necessary by Affiliate from time to time.
- (b) **Other Obligations.**
- (i) STC will retain ultimate responsibility: for the appointment of faculty from the Degree Program to support the Clinical Program; for educating and supervising Participating Students; and, for evaluating Participating Students' performance with respect to the Clinical Program.
 - (ii) Without limiting the foregoing, all Participating Students, Degree Program faculty and other STC representatives onsite at the Facility shall be accountable to the Affiliate's administrator or other designated personnel while onsite at the Facility.
 - (iii) STC will address all Program Participant complaints, claims, requests and questions regarding the Clinical Program. If necessary, STC's Program Representative (defined below) will follow-up with Affiliate's Program Representative to address unresolved issues.
- (c) **Compliance with Program Requirements.** STC acknowledges that compliance by STC and each Program Participant with the terms and conditions of this Agreement and Affiliate policies and procedures is a condition precedent to Program Participant access to the Facility. Non-compliance or partial compliance with any such requirement may result in an immediate denial of access or re-access to the Facility.
- (d) **Dress Code, Meals, Transportation.** STC will cause Program Participants to conform to reasonable personal appearance standards imposed by Affiliate and wear ID badges as requested by Affiliate from time to time. STC will inform Program Participants of their obligation to pay for their own meals at the Facility. STC acknowledges and will inform Program Participants that Affiliate is not responsible for personal items lost or stolen at the Facility and is not responsible for providing transportation to and from the Facility.
- (e) **Use of the Facility.** STC will ensure that Program Participants use the Facility solely for the purpose of providing Participating Students with a clinical learning experience pursuant to the Clinical Program.
- (f) **Records.** STC will cause each Program Participant to timely complete and save in Affiliate's

systems, as directed by Affiliate, accurate records of all services provided by the Program Participant to an Affiliate patient ("Records"). All Records are and will remain the property of Affiliate, subject to the rights of patients with respect to such records and to the terms of applicable law. Affiliate will provide to STC a copy of the Records for all lawful purposes, including defense of liability claims.

- (g) **Program Participants.** STC will provide to Affiliate information regarding each Program Participant, including immunization records, documentation attesting to the competency of Degree Program faculty (e.g., state licensure, board certification in the relevant specialty, etc.) and background checks and drug screens as determined to be necessary in Affiliate's reasonable discretion from time to time.
- (h) **Liability Insurance.** STC shall obtain and maintain general and professional liability insurance coverage in amounts not less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) annual aggregate per Program Participant, with insurance carriers approved by Affiliate, in its reasonable discretion, and covering the acts and omissions of Program Participants. STC will notify Affiliate at least thirty (30) calendar days in advance of any cancellation or modification of insurance coverage required hereunder and shall promptly provide to Affiliate, upon request, certificates of insurance evidencing the above coverage.

Nothing in this Agreement is intended to be construed or shall be interpreted as: (i) denying either STC or Affiliate any remedy or defense available to it under state law; (ii) the consent of the State of Texas to be sued; or (iii) a waiver of sovereign immunity of the State of Texas or STC beyond any waiver explicitly provided for in state statutes.

- (i) **Health of Program Participants.** If a Program Student is exposed to an infectious or environmental hazard or other occupational injury while at the Affiliate, the Affiliate, upon notice of such incident from the Participating Student, will provide such emergency care as is provided to Affiliate's employees.

STC will ensure that each Participating Student furnishes to Affiliate, prior to each non-consecutive Rotation, a complete copy of the following health records (Participating Students will not be allowed to access the Facility until all records are provided):

- (i) Tuberculin skin test performed within the past twelve (12) months or a negative chest X-ray within the last two (2) years;
 - (ii) Proof of Mumps, Rubella and Rubeola immunity by positive antibody titers or two (2) doses of MMR;
 - (iii) Proof of Varicella immunity, by positive antibody titer or two (2) doses of Varicella immunization;
 - (iv) Proof of Influenza vaccination during the flu season, September 1 to March 31, (or dates defined by CDC); and
 - (v) Proof of Hepatitis B immunization by positive antibody titer or three (3) doses of Hepatitis B immunizations.
- (j) **Performance.** All faculty provided by STC to support the Clinical Program shall be faculty members of the Degree Program, duly licensed, certified or otherwise qualified to support the Clinical Program in the capacity proposed by STC. STC and all Program Participants shall perform its and their duties and services hereunder in accordance with all relevant local, state, and federal laws and shall comply with the standards and guidelines of all applicable accrediting bodies and the bylaws, rules and regulations of Affiliate and any non-conflicting

rules and regulations of STC as may be in effect from time to time. Neither STC nor any Program Participant shall interfere with or adversely affect the operation of Affiliate or the performance of services therein.

- (k) **Background Checks**. STC will, at its sole expense and to the extent permitted by law, gather or otherwise obtain all reasonable and necessary background information and data concerning Program Participants and Degree Program faculty and make this information available to Affiliate.
- (l) **Student Documentation**. STC will maintain all documentation required to evidence compliance by each Program Participant with the terms and conditions of Subsections 1(g) - (l) of this Agreement during the Term and for at least three (3) years following expiration or termination of this Agreement.
- (m) **Access to Resources**. STC shall ensure that its department heads have the necessary authority to provide faculty and Participating Student with access to appropriate resources for the Participating Students' education.

2. RESPONSIBILITIES OF AFFILIATE.

- (a) Affiliate will make the Facility access reasonably available to Program Participants and reasonably cooperate with STC's orientation of all Program Participants to the Facility. Affiliate shall provide Program Participants with access to appropriate clinical experience resources for the Clinical Program. Affiliate shall provide reasonable opportunities for Participating Students to observe and assist in various aspects of patient care to the extent permitted by applicable law and without disruption of patient care or Affiliate operations. Affiliate shall at all times retain ultimate control of the Affiliate and responsibility for patient care and quality standards.
- (b) Upon STC's request, Affiliate shall assist STC in the evaluation of each Participating Student's performance in the Clinical Program. Any such evaluations shall be completed and provided to STC in a timely manner. However, STC shall at all times remain solely responsible for the evaluation and education of Participating Students.
- (c) Affiliate will ensure that the Facility complies with applicable state and federal workplace safety laws and regulations. If a Participating Student is exposed to an infectious or environmental hazard or other occupational injury (e.g., needle stick) while at the Facility, Affiliate shall provide, upon notice of such incident from the Participating Student, such emergency care as is provided to its employees including, where applicable: examination and evaluation by Affiliate's emergency department or other appropriate department as soon as possible after the injury; emergency medical care immediately following the injury as necessary; initiation of the HBV, Hepatitis C (HCV), and/or HIV protocol as necessary; and HIV counseling and appropriate testing as necessary. If Affiliate does not have the resources to provide such emergency care, Affiliate will refer such student to the nearest emergency facility.
- (d) To the extent Affiliate generates or maintains educational records for Participating Students that are subject to the Family Educational Rights and Privacy Act (FERPA), Affiliate will comply with applicable FERPA requirements. For purposes of this Agreement, STC designates Affiliate as an STC official with a legitimate educational interest in the educational records of Participating Students to the extent that access to STC's records is required by Affiliate to carry out the Clinical Program.
- (e) Upon reasonable request, Affiliate will provide proof to STC that Affiliate maintains liability insurance in an amount that is commercially reasonable.
- (f) Affiliate will provide written notification to STC if a claim arises involving a Program Participant.

Both Affiliate and STC agree to share such information in a manner that protects such disclosures from discovery to the extent possible under applicable federal and state peer review and joint defense laws.

- (g) Affiliate will resolve any situation in favor of its patients' welfare and may restrict a Participating Student to the role of observer when necessary in Affiliate's discretion. Affiliate will notify STC's Program Representative (defined below) when such action has occurred.
- (h) Upon reasonable notice from STC, Affiliate will make the Facility reasonably available for inspection during normal business hours by organizations that provide or may provide academic accreditation for the Degree Program. Such inspections must be accompanied at all times by an Affiliate representative and are contingent upon receipt by Affiliate of executed agreements that Affiliate believes are reasonably necessary or convenient to protect the confidentiality and security of Affiliate's information.
- (i) Affiliate shall provide Program Participants with access to and Participating Students with required training in the proper use of electronic medical records or paper charts, as applicable.
- (j) Affiliate shall provide student security badges or other means of secure access to Facility patient care areas.
- (k) Affiliate shall provide Program Participants with computer access and access to call rooms, if necessary.
- (l) Affiliate shall provide secure storage space for Participating Students' personal items when at the Facility.
- (m) Affiliate shall provide qualified and competent staff members in adequate number for the instruction and supervision of students using the Facility.

3. **MUTUAL RESPONSIBILITIES.** The Parties shall cooperate to fulfill the following mutual responsibilities:

- (a) Each Party will select and identify to the other Party a Clinical Program representative (each a "Program Representative") on or before the execution of this Agreement. STC's Program Representative shall be a faculty member who will be responsible for teaching and assessment provided pursuant to this Agreement for Participating Students. Each Party will maintain a Program Representative during the Term and will promptly appoint a replacement Program Representative if necessary to comply with this Agreement. Each Party will ensure that its Program Representative is reasonably available to the other Party's Program Representative.
- (b) STC will provide qualified and competent Degree Program faculty in adequate number for the instruction, assessment and supervision of Participating Students at the Facility.
- (c) Both STC and Affiliate will work together to maintain a Clinical Program emphasis on high quality patient care. At the request of either Party, a meeting or conference will promptly be held between the Parties' respective Program Representatives to resolve any problems in the operation of the Clinical Program.
- (d) STC acknowledges, and will inform Participating Students that Participating Students are trainees in the Clinical Program and have no expectation of receiving compensation or future employment from Affiliate or STC. Participating Students are not to replace Affiliate staff and are not to render unsupervised patient care and/or services. Affiliate and its staff will provide such supervision of the educational and clinical activities as is reasonable and appropriate under the circumstances and accordance with the Participating Student's level of training.

- (e) Any courtesy appointments to faculty or staff by either STC or Affiliate shall be without entitlement of the individual to compensation or benefits for the appointed party.
- (f) Both STC and Affiliate will work together to create and maintain an appropriate learning environment for the Participating Students.
- (g) STC, including its faculty, staff and residents, and the Affiliate share responsibility for creating an appropriate learning environment that includes both formal learning activities and the attitudes, values, and informal "lessons" conveyed by individuals who interact with the Participating Student. The Parties will cooperate to evaluate the learning environment (which may include on-site visits) to identify positive and negative influences on the maintenance of professional standards, and to conduct and develop appropriate strategies to enhance the positive and mitigate the negative influences.

4. **WITHDRAWAL OF PARTICIPATING STUDENTS.** Affiliate may immediately remove a Participating Student from the Facility when, in Affiliate's discretion, his or her clinical performance is unsatisfactory or his or her behavior is disruptive or detrimental to Affiliate's operations and/or patients. In such event, STC will immediately remove the Participating Student from the Clinical Program upon receipt of written notice from Affiliate. It is understood that only STC may dismiss the Participating Student from the Clinical Program. STC may terminate a Participating Student's participation in the Clinical Program when it determines, in its sole discretion, that further participation by the student would no longer be appropriate.

5. **FEES.** All fees generated by or in connection with services provided by Program Participants to Affiliate patients belong to Affiliate. STC, on behalf of itself and each Program Participant, hereby assigns to Affiliate all right, title and interest (if any) in and to such fees. If STC or any Program Participant receives any fees or other reimbursement for services provided by Program Participants to Affiliate patients, STC will, and will cause Program Participants to, immediately deliver and endorse over to Affiliate all such amounts. STC will not, and will cause Program Participants to not, bill Affiliate patients for services provided. STC will, and will cause Program Participants to, take all actions and execute all documents reasonably requested by Affiliate in order for Affiliate to collect fees and payments for health care services provided by Program Participants.

6. **INDEPENDENT CONTRACTOR; NO OTHER BENEFICIARIES; EMPLOYMENT DISCLAIMER.**

- (a) The Parties hereby acknowledge that they are independent contractors, and neither STC nor any of its agents, representatives, Program Participants, or employees shall be considered agents, representatives, or employees of Affiliate. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the Parties. STC shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No Program Participant shall look to Affiliate for any salaries, insurance or other benefits. No Program Participant or other third person is entitled to, and shall not receive, any rights under this Agreement. Neither Party shall have the right or authority nor hold itself out as having the right or authority to bind the other Party nor shall either Party be responsible for the acts or omissions of the other except as provided specifically to the contrary herein.
- (b) Each Party acknowledges that Participating Students will not be considered employees or agents of Affiliate or STC for any purpose. Participating Students will not be entitled to receive any compensation or any benefits of employment from Affiliate or STC, including health care or workers' compensation benefits, vacation, sick time, or other direct or indirect benefit of employment.
- (c) STC acknowledges that Affiliate is not obligated to and shall not implement or maintain insurance coverage for the benefit or protection of STC or Program Participants.

7. **NON-DISCRIMINATION.** There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, veteran status, or handicap in either the selection of Participating Students, or as to any aspect of the Clinical Program; provided, however, that with respect to handicaps, the handicap must not be such as would, even with reasonable accommodation, in and of itself preclude the Program Participant's effective participation in the Clinical Program.

8. **INDEMNIFICATION.** To the extent permitted by applicable law and without waiving any defenses, each Party hereto shall indemnify and hold harmless the other Party and the other Party's officers, directors, trustees, medical and nursing staff, representatives and employees from and against all third-party liabilities, claims, damages and expenses, including reasonable attorneys' fees, relating to or arising out of any act or omission of either or any of its Program Participants, agents, representatives or employees in connection with this Agreement including, but not limited to, claims for personal injury, professional liability, and the failure to make proper payment of required taxes, withholding, employee benefits or statutory or other entitlements.

9. **CONFIDENTIALITY.** STC will, and will advise Program Participants to, keep strictly confidential and hold in trust all non-public information of Affiliate, including all patient information, and refrain from disclosing such confidential information to any third party without the express prior written consent of Affiliate, provided that the minimum necessary confidential information may be disclosed pursuant to valid legal process after Affiliate is permitted an opportunity to minimize the potential harmful effects of such disclosure. STC shall not disclose the terms of this Agreement to any person who is not a party to this Agreement, except as required by law or as authorized by Affiliate. These confidentiality requirements survive the termination or expiration of the Agreement.

10. TERM; TERMINATION.

- (a) The term of this Agreement will commence on the Effective Date and will continue unless and until terminated as provided below (the "Term").
- (b) Either Party may terminate this Agreement at any time without cause upon at least sixty (60) calendar days prior written notice to the other Party, provided that all Participating Students participating in the Program at the time of notice of termination, or who are already scheduled to train at the Facility, shall be given the opportunity to complete the then-current Program rotation or previously scheduled clinical assignment.
- (c) The Parties may terminate this Agreement at any time by mutual written agreement.
- (d) Affiliate may immediately terminate this Agreement at any time upon notice to STC in the event of a breach of Section 11 of this Agreement.

11. REPRESENTATIONS AND WARRANTIES.

- (a) STC hereby represents to Affiliate as of the Effective Date and warrants to Affiliate for the Term that STC and its Program Participants: (i) are not excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. Section 1320a-7b(f) (the "Federal Health Care Programs"); (ii) are not convicted of a criminal offense related to the provision of health care items or services but has not yet been excluded, debarred or otherwise declared ineligible to participate in the Federal Health Care Programs, and (iii) are not under investigation or otherwise aware of any circumstances which may result in the STC, or a Program Participant being excluded from participation in the Federal Health Care Programs; and
- (b) The representation and warranty set forth above is an ongoing representation and warranty for the Term of this Agreement. STC will immediately notify Affiliate, in writing, of any change in status of the representation and warranty set forth in this section.

Phone: (956) 872-3120
Fax: (956) 872-3115
Attention: Jayson Valerio, DNP, RN

or to such other person or place as either Party may from time to time designate by written notice to the other Party.

21. **COUNTERPARTS.** This Agreement may be executed in multiple parts (by facsimile transmission or otherwise) and each counterpart shall be deemed an original, and all of which together shall constitute but one agreement. Electronic signatures will be considered originals.

22. **HIPAA REQUIREMENTS.** To the extent applicable to this Agreement, STC agrees to comply with the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH ACT"), the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USC § 1320d through d-8 ("HIPAA") and any current and future regulations promulgated under either the HITECH Act or HIPAA including, without limitation, the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Parts 160, 162 and 164 (the "Federal Security Regulations") and the federal standards for electronic transactions, all as may be amended from time to time, and all collectively referred to herein as "HIPAA Requirements." STC further agrees not to use or disclose any Protected Health Information (as defined in 45 C.F.R. § 164.501) or Individually Identifiable Health Information (as defined in 42 USC § 1320d) other than as permitted by HIPAA Requirements and the terms of this Agreement. STC will, and will cause Program Participants to, enter into any further agreements as necessary to facilitate compliance with HIPAA Requirements.

23. **NO REQUIREMENT TO REFER.** Nothing in this Agreement requires or obligates STC to cause the admittance of a patient to Affiliate or to use Affiliate's services. None of the benefits granted pursuant to this Agreement are conditioned on any requirement or expectation that the Parties make referrals to, be in a position to make or influence referrals to, or otherwise generate business for the other Party. Neither Party is restricted from referring any services to, or otherwise generating any business for, any other entity of their choosing.

24. **NO PAYMENTS.** Except as provided in Section 5, no payments will be made between the Parties or to the Program Participants in connection with this Agreement.

25. **RECITALS.** The Recitals contained in this Agreement shall be an enforceable part of this Agreement and shall be binding on the Parties as if fully set forth herein.

26. **EQUITABLE REMEDIES.** STC acknowledges that the injury which might be suffered by Affiliate in the event of any breach by STC or non-compliance by Program Participants with the terms and conditions of this Agreement would be of a nature which could not be fully compensated for solely by a recovery of monetary damages and accordingly agrees that in the event of any such breach or threatened breach, in addition to and not in lieu of any damages sustained by Affiliate and any other remedies which Affiliate may pursue hereunder or under applicable law, Affiliate shall have the right to equitable relief, including issuance of a temporary restraining order, preliminary injunction and/or permanent injunction by any court of competent jurisdiction, against the commission or continuation of such breach or threatened breach, without the necessity of proving any actual damages or the posting of any bond.

WHEREFORE, authorized representatives of each Party hereby execute this Agreement as of the Effective Date.

South Texas College (STC)

By: Dr. Anahid Petrosian

Title: Vice President of Academic Affairs

Date: _____

CITY OF MERCEDES- Fire Department

By:

Title: _____

Date: _____

Management Items

DATE: May 16, 2023

FROM: Javier Campos Jr. – Fire Chief

ITEM: **Approval of purchase of 3 (three) - Z-Vent Portable Ventilators for Mercedes Fire Department EMS with EMS Funds.**

BACKGROUND INFORMATION:

The Mercedes Fire Department EMS is requesting the approval of the purchase of 3 Zoll Ventilators. Currently, 2 out of the 3 are having mechanical issues which are unable to be repaired due to the current ventilators being obsolete. This will not only replace the ventilators that we have on all ambulances but will increase care in providing consistent high quality ventilations during pre-hospital care to our community. Ventilation is an important component in critical care treatment and research shows that positive pressure ventilation in patients with severe respiratory distress improves oxygen level and outcomes. The desired ventilators far exceed the capabilities of our current ventilators by allowing for the accurate adjustment of ventilations, and providing CPAP and BiPAP capabilities. Furthermore, a variety of parameters are available to be tailored to individual patients, instead of a generic setting provided by our current ventilator.

Adding these ventilators to our fleet and protocols will drastically improve our care and technology which we will have available to the public when intensive care treatment is needed prior to a hospital setting.

As per Ordinance NO. 2019-23(Attached): Withdrawals from the EMS fund require the authorization of the City Commission for the replacement of capital expenditures.

BOARD REVIEW/CITIZEN FEEDBACK: Approved

ALTERNATIVES/OPTIONS: NA

FISCAL IMPACT: \$ 40,453.89

Proposed Expenditure/(Revenue):	Account Number(s):
	46-510-4010

Finance Review by:

LEGAL REVIEW:

ATTACHMENTS:

Staff Recommendation: Fire Department administration recommends approval.



ZOLL Medical Corporation

269 Mill Road
 Chelmsford, MA 01824-4105
 Federal ID# 04-2711626

Phone: (800) 348-9011
 Fax: (978) 421-0015
 Email: esales@zoll.com

Quote No: Q-56535 Version: 1

Mercedes Fire Department
 105 North Ohio Avenue
 Mercedes, TX 78570

Quote No: Q-56535
 Version: 1

ZOLL Customer No: 317609

Issued Date: May 5, 2023
 Expiration Date: June 30, 2023

Javier Campos Jr.
 (956) 565-7755
 jcampos@cityofmercedes.com

Terms: NET 30 DAYS

FOB: Shipping Point
 Freight: Prepay & Add

Prepared by: Brian Price
 Vent Territory Manager
 bprice@zoll.com
 +1 8582291717

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
1	1146055	8660-001400-01	Z Vent® Portable Ventilator, Basic Includes: 1 each: Circuit, Vent, Single Limb, WYE, Adult/Pedi, 1 each: Circuit, Vent, Single Limb, WYE, Infant, 1 Assembly Oxygen Hose 6" Long, 2 each: Filter, Foam, Inlet, 108" dia X 1/2" Long, Individually Bagged, 2 each: Filter, Disk, Fresh Gas/Emergency Air Intake, Individually Bagged, 1 Power Cord, 6" 18AWG 3 SPT-2, NEMA 5-15P, IEC60320-C5 (Check MFR), 1 Power Supply, 100-240 VAC, 100W, 24V, 42A, IEC 320 & DT7L Plugs.	3	\$15,219.00	\$10,295.88	\$30,887.64
2	1146055	703-0731-27	Ventilator Carrier (White), Eagle II	3	\$468.00	\$335.75	\$1,007.25
3		8778-89002-WF-V	Vent - Worry-Free Service Plan - 2 Years At Time of Sale Includes: Annual preventive maintenance, Lithium-ion and coin battery replacement, and accidental damage coverage (see comments). Shipping and use of a Service Loaner during repairs, no charge shipping. Extended warranty is a continuation of the EMS One Year Product Limited Warranty. ACCIDENTAL DAMAGE COVERAGE - Includes one case replacement per year per device. This coverage excludes devices that are deemed beyond repair and/or catastrophic damage.	3	\$3,170.00	\$2,853.00	\$8,559.00

Subtotal: \$40,453.89

Total: \$40,453.89



ZOLL Medical Corporation

269 Mill Road
Chelmsford, MA 01824-4105
Federal ID# 04-2711626

Phone: (800) 348-9011
Fax: (978) 421-0015
Email: esales@zoll.com

Mercedes Fire Department
Quote No: Q-56535 Version: 1

Contract Reference	Description
1146055	Reflects PSAI/Savvik 2021 contract Pricing. Notwithstanding anything to the contrary herein, the terms and conditions set forth in PSAI /Savvik Buying Group Contract No. 2021-06 shall apply to the customer's purchase of the products set forth on this quote.

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to this quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which for capital equipment, accessories and consumables can be found at <https://www.zoll.com/about-zoll/invoice-terms-and-conditions> and for software products can be found at <http://www.zoll.com/SSPTC> and for hosted software products can be found at <http://www.zoll.com/SSHTC>. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions presented shall have no force or effect except to the extent agreed in writing by ZOLL.

1. Delivery will be made upon availability.
2. This Quote expires on June 30, 2023. Pricing is subject to change after this date.
3. Applicable tax, shipping & handling will be added at the time of invoicing.
4. All purchase orders are subject to credit approval before being accepted by ZOLL.
5. To place an order, please forward the purchase order with a copy of this quotation to esales@zoll.com or via fax to 978-421-0015.
6. All discounts from list price are contingent upon payment within the agreed upon terms.
7. Place your future accessory orders online by visiting www.zollwebstore.com.



ZOLL Medical Corporation

269 Mill Road
Chelmsford, MA 01824-4105
Federal ID# 04-2711626

Phone: (800) 348-9011
Fax: (978) 421-0015
Email: esales@zoll.com

Mercedes Fire Department
Quote No: Q-56535 Version: 1

Order Information (to be completed by the customer)

Tax Exempt Entity (Tax Exempt Certificate must be provided to ZOLL)

Taxable Entity (Applicable tax will be applied at time of invoice)

BILL TO ADDRESS	SHIP TO ADDRESS
Name/Department:	Name/Department:
Address:	Address:
City / State / Zip Code:	City / State / Zip Code:

Is a Purchase Order (PO) required for the purchase and/or payment of the products listed on this quotation?

Yes PO Number: _____ PO Amount: _____
(A copy of the Purchase Order must be included with this Quote when returned to ZOLL)

No (Please complete the below section when submitting this order)

For organizations that do not require a PO, ZOLL requires written execution of this order. The person signing below represents and warrants that she or he has the authority to bind the party for which he or she is signing to the terms and prices in this quotation.

Mercedes Fire Department
Authorized Signature:

Name: _____
Title: _____
Date: _____



269 Mill Road
Chelmsford, Massachusetts 01824-4105
978-421-9655 (main)
978-421-0025 (fax)
www.zoll.com

May 5, 2023

Mercedes Fire Department
105 North Ohio Avenue
Mercedes, TX 78570

Dear Javier Campos Jr.:

We appreciate your selection of ZOLL® products. This letter serves as confirmation that ZOLL® Medical Corporation at 269 Mill Road in Chelmsford, Massachusetts, is the sole manufacturer and source of the ZVent Portable ventilator. ZOLL® or Brian Price, Territory Manager, will not sell the ZVent Portable Ventilator to Mercedes Fire Department through any vendor or dealer and no vendor or dealer is authorized to provide warranty or service.

The ZVent Portable ventilator includes the following features/specifications:

- Perform for 10 full hours on 1 charge
- Built in Rapid Charge to 90% in 2 hours if battery is completely depleted
- Oxygen Consumed Display
- Integral SpO2
- Smart Help Display
- Plethysmograph Waveform
- Altitude Compensation from -2000ft to +25,000ft
- Operation Temp Range -13 to 120deg F
- Total Weight 9.5lbs
- 11. Integrated Dove Tail Mount for easy on/off and the ability to secure the vent to multiple mounting solutions.

Should you have any questions or require additional information please contact me at 800-348-9011.

Sincerely,

Nancy Branco
Contract Specialist

ORDINANCE NO. 2019-23

AN ORDINANCE ESTABLISHING AND FUNDING THE FIRE DEPARTMENT EMS FUND; PROVIDING FOR POLICIES TO BE CREATED TO DO SAME; PROVIDING FOR POLICIES TO BE CREATED TO UNDERTAKE INVENTORY OF EQUIPMENT AND OTHER CAPITAL ASSETS; PROVIDING FOR CERTAIN WITHDRAWALS TO HAVE APPROVAL FROM THE CITY COMMISSION FOR REPLACING CAPITAL EXPENDITURES, AND IMPOSING RESTRICTIONS ON SUCH WITHDRAWALS; PROVIDING FOR A SEVERABILITY PROVISION; PROVIDING FOR A CUMULATIVE PROVISION; AND PROVIDING FOR THE PUBLICATION OF THIS ORDINANCE'S CAPTION TO ENABLE THE PROVISIONS HEREIN

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF MERCEDES, COUNTY OF HIDALGO, STATE OF TEXAS, THAT THE FOLLOWING SHALL HEREAFTER BE ORDAINED TO BE APPROVED AND ENFORCED AS INDICATED HEREBY:

SECTION 1. ESTABLISHMENT AND FUNDING OF THE FIRE DEPARTMENT EMS FUND.

1. A fund is hereby established, to be maintained by the Finance Department and separately maintained from the other funds of the City, to be designated the Fire Department EMS fund, here after may be referred to as the FDEMS fund.
2. The FDEMS fund shall be accounted for as a separate capital projects fund of the City of Mercedes, Texas.
3. Contributions may vary from year to year, but shall generally be calculated as 100 percent of the net collections credited from charges for emergency medical services, and shall be transferred into the fund on a monthly basis.
4. Other sources may be used to contribute to the Fund, such as proceeds from capital leases, contracts or other surplus funds.
5. Contributions shall be added to such Fund per the above criteria.

SECTION 2. EXPENDITURES FROM THE FIRE DEPARTMENT EMS FUND; PROHIBITED EXPENDITURES.

1. The City of Mercedes shall develop a policy to require a complete inventory and periodic measurement of the physical condition of all existing capital assets of the Fire Department EMS, and then appropriately plan and budget for any capital replacement needs.
2. **Withdrawals from the fund require the authorization of the City Commission for the replacement of capital expenditures.**
3. Withdrawals from the fund should generally be restricted to:

- a. Pay for all EMS expenses, personnel, **equipment**, vehicles, and any capital expenditure as presented and approved within the Fire Department EMS budget approved by the City Commission for each fiscal year.
- b. Make up for a severe shortfall in funds where projected revenues are not met, typically because of unexpected negative influence on revenue stream.
- c. Pay for catastrophic repair events of such magnitude that the cost of such would initiate an unplanned tax or rate increase or a greater than planned tax or rate increase, i.e., increases that would not have been needed if such event had not occurred. At the time of any such withdrawal for (b) or (c), a plan to raise taxes and/or rates over a reasonable time period to a level sufficient to cover the ongoing cost of maintenance and operations should be presented to the City Commission and adopted.
- d. Withdrawal from the fund should not be allowed for any expenditure not clearly and directly for an approved Fire Department EMS asset.

SECTION 3. SEVERABILITY PROVISION.

Should any phrase, sentence, or provision of this ordinance be deemed to be unconstitutional by a court of competent jurisdiction, then all other remaining portions shall remain in full force and effect.

SECTION 4. CUMULATIVE PROVISION.

Should there be any ordinance, regulation, and/or policy that may be in conflict with the terms of this ordinance, it is declared that this ordinance's regulations, and/or policies shall supersede those preceding regulations/policies.

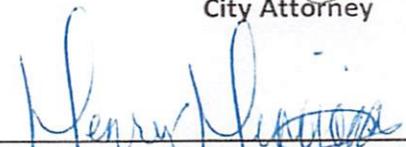
SECTION 5. PUBLICATION.

The caption of this ordinance shall be published in a newspaper of local circulation in accordance to applicable State regulations and/or provisions of the City of Mercedes' Charter.

READ, DISCUSSED, AND APPROVED ON THIS THE 3rd DAY OF December, IN THE YEAR OF OUR LORD, 2019.

1st Reading of Ordinance: November 6, 2019
 2nd Reading of Ordinance: December 3, 2019

Approved as to Form: _____
 City Attorney



 Henry Hinojosa, Mayor
 Mercedes, Texas

ATTEST:



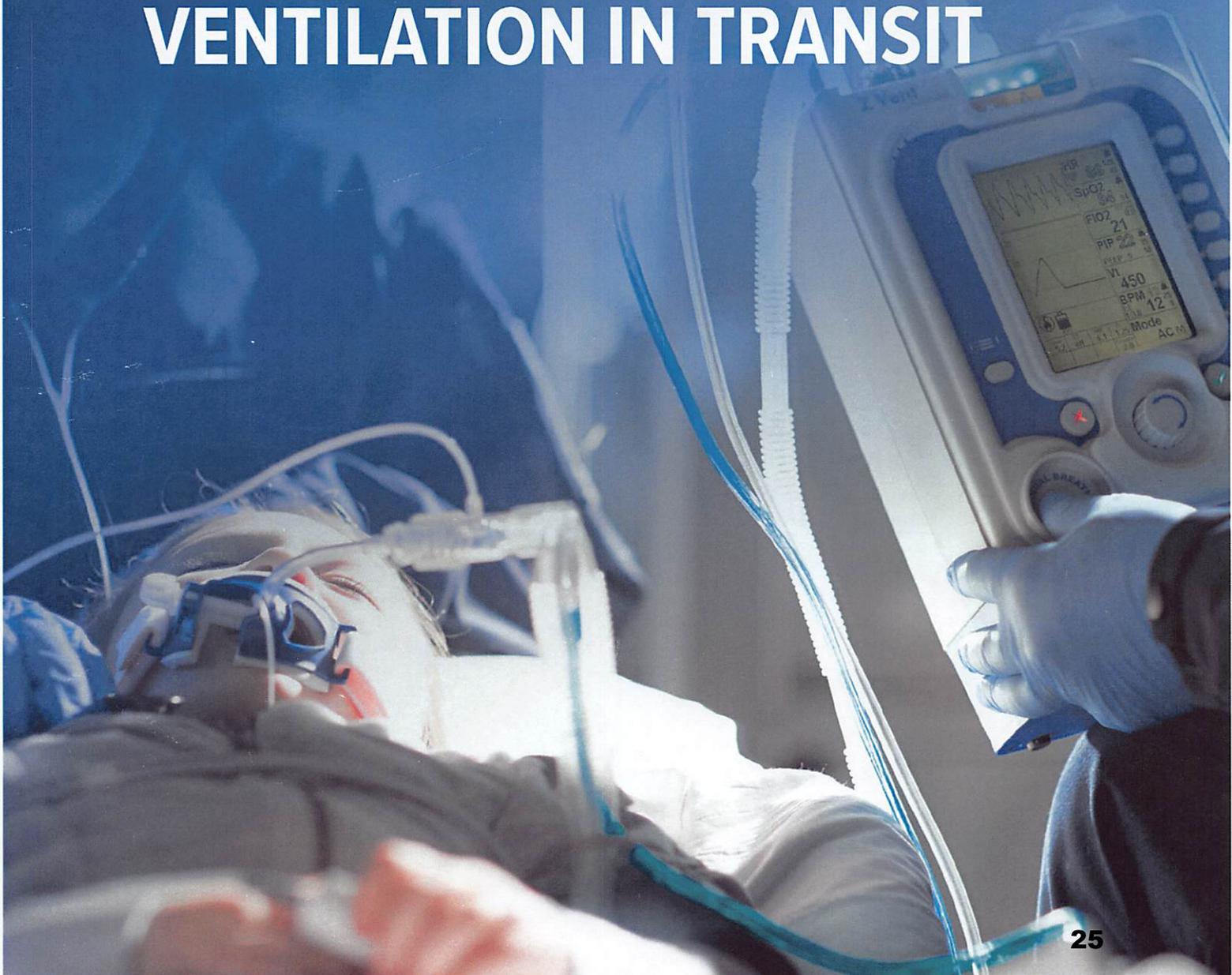
 Joselynn Castillo, City Secretary

EMS1)

ZOLL®

BREATHE EASIER:

**USING MECHANICAL
VENTILATION TO DELIVER
CONSISTENT, HIGH-QUALITY
VENTILATION IN TRANSIT**



EDITOR'S NOTE

Critical patients shouldn't have to wait until they get to the hospital to receive high-quality ventilation, especially during longer transports from rural areas. Older ventilators were cumbersome and complicated – but the technology has come a long way. In this eBook, you'll learn about the clinical benefits and best practices of ventilator use, how new technology takes the complexity out of ventilation in the field and provides better care than manual bagging, and why one EMS agency has been using portable ventilators during critical care transports for decades.

-Kerri Hatt, Editor in Chief, EMS1

ABOUT THE SPONSOR

ZOLL is focused on improving outcomes with novel resuscitation and acute critical care technology. Our medical products and software solutions help clinicians, EMS and fire professionals, lay rescuers and the military provide lifesaving care every day. ZOLL delivers technology that advances emergency care and benefits patients.

The ZOLL logo is displayed in a bold, white, sans-serif font. The letters are thick and blocky, with a registered trademark symbol (®) to the upper right of the final 'L'. The logo is set against a dark blue background that features a faint, semi-transparent image of a ZOLL medical device control panel with various buttons and a dial.

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- 6** How mechanical ventilators can prevent potential pitfalls of manual ventilation for better patient outcomes
- 9** How and why this rural EMS agency uses mechanical ventilators for critical care transports
- 12** Resources

ABOUT THE AUTHORS

Michael Fraley, BS, BA, NRP, has over 25 years of experience in EMS in a wide range of roles, including flight paramedic, EMS coordinator, service director and educator. Fraley began his career in EMS while earning a bachelor's degree at Texas A&M University. He also earned a BA in business administration from Lakeland College. When not working as a paramedic or the coordinator of a regional trauma advisory council, Michael serves as a public safety diver and SCUBA instructor in northern Wisconsin.

Rachel Zoch is a Brand Studio project lead for EMS1, where she has written about products and issues important to EMS and other public safety professionals since 2015. A University of Texas journalism graduate, she previously worked the copy desk of a local daily newspaper and served as managing editor of a trade magazine for the multifamily housing industry.



Not just for critical care anymore, portable ventilators have a bigger role in EMS

Thanks to improvements in the technology, today's ventilators can manage and monitor a patient's breathing so medics can focus on other care needs

By Michael Fraley

Like many other areas of medicine, EMS has been fortunate to see advances in technology that make our jobs easier, improve patient outcomes and promote safety. As healthcare professionals, we have a duty to cautiously and thoughtfully approach each new product to weigh the costs against the potential benefits to our care and safe transport of patients.

Transport ventilators are among the products that have seen remarkable improvements in recent years. Early units were as big as suitcases and required trained respiratory therapists to operate them during transport. The next wave reduced the size of the ventilators and simplified their operation, but the units were still generally limited to critical care interfacility transports.

It is refreshing to see that portable ventilators are now designed for prehospital use, but do we really need them? Will they really make a difference, or are they just another expensive,

shiny new toy? Let's explore a few reasons your service should consider adding portable ventilators to your ambulances.

LONGER TRANSPORTS: THE NEW REALITY OF EMS

The first few benefits of using a transport ventilator relate to the changing healthcare environment. The days of every town having a hospital and every patient being transported to that local hospital, regardless of their injuries or condition, are behind us.

Transports are often longer now for a few reasons. Even before the pandemic, we saw a number of [small community hospitals closing](#) and patients diverted to larger regional facilities. For some areas this meant driving an extra 10 minutes with sick patients, while others increased their transport times by 30 or 45 minutes. [Rural EMS providers](#) regularly experience even longer transports.



At the same time, the concept of delivering patients to a facility with specialized services to better care for them became more accepted. Transporting severely injured trauma patients directly to Level I or II trauma centers has been in many EMS protocols for years, but we now see similar guidelines for stroke, STEMI, pediatrics and even post-arrest patients. These seriously ill and injured patients are more likely to need assisted ventilation and the use of a ventilator.

Another change in the environment is the staffing shortages many EMS agencies are seeing. In the past it was common to have three-person ambulance crews, but not these days. Fire departments and first responder agencies are also short-staffed, so it may be tougher to grab an extra pair of hands for the ride to the hospital. EMS transport ventilators can now be that extra pair of hands to take over assisted ventilation.

OPTIMAL OXYGENATION AND VENTILATION

Getting a patient's ventilations right is a pretty big deal. Joining airway and circulation, breathing rounds out the first mnemonic every EMS provider learns: ABC. Recent evidence in trauma and cardiac care reinforces the importance of assisting our patients to breathe with the appropriate tidal volume, the correct amount of oxygen, and at the target rate. We now know that bagging a patient with both hands, as fast as our adrenaline will allow, is [harmful to their long-term outcome](#).

In 2011, the University of Arizona and the Arizona Department of Health Services partnered with EMS agencies across the state to study and improve traumatic brain injury care through the [Excellence in Prehospital Injury Care – Traumatic Brain Injury \(EPIC-TBI\)](#) program. Based on existing evidence, EMS providers were taught an aggressive treatment protocol including regimented control of a patient's oxygenation and ventilation.

This included specific ventilatory rates and tidal volumes. Providers were taught how easy it is to unknowingly hyperventilate a patient, worsening the effects of the head trauma. Program participants used smaller-sized bag-valve-masks and were instructed to use ventilation rate timers to keep their breaths within protocol. In the EPIC-TBI study, implementation of the TBI protocol doubled the survival odds of severe TBI patients and tripled the odds of survival for intubated severe TBI patients. [1]

Protocols for the treatment of cardiac arrest patients with return of spontaneous circulation (ROSC) also include recommendations for careful and specific ventilation. The positive pressure we create with each BVM ventilation increases intrathoracic pressure and decreases blood return to the heart. The drop in preload is disastrous for ROSC patients with stunned post-arrest hearts, as well as other conditions with decreased cardiac output, such as sepsis, hypovolemia or heart failure.

These are all things that portable ventilators can now manage for you. Transport ventilators can reliably monitor patients and provide the lower breath rates and smaller tidal volumes needed to support them, as well as provide alerts so medics can make adjustments as necessary.

HIGH-TECH MONITORING AND ALERTS

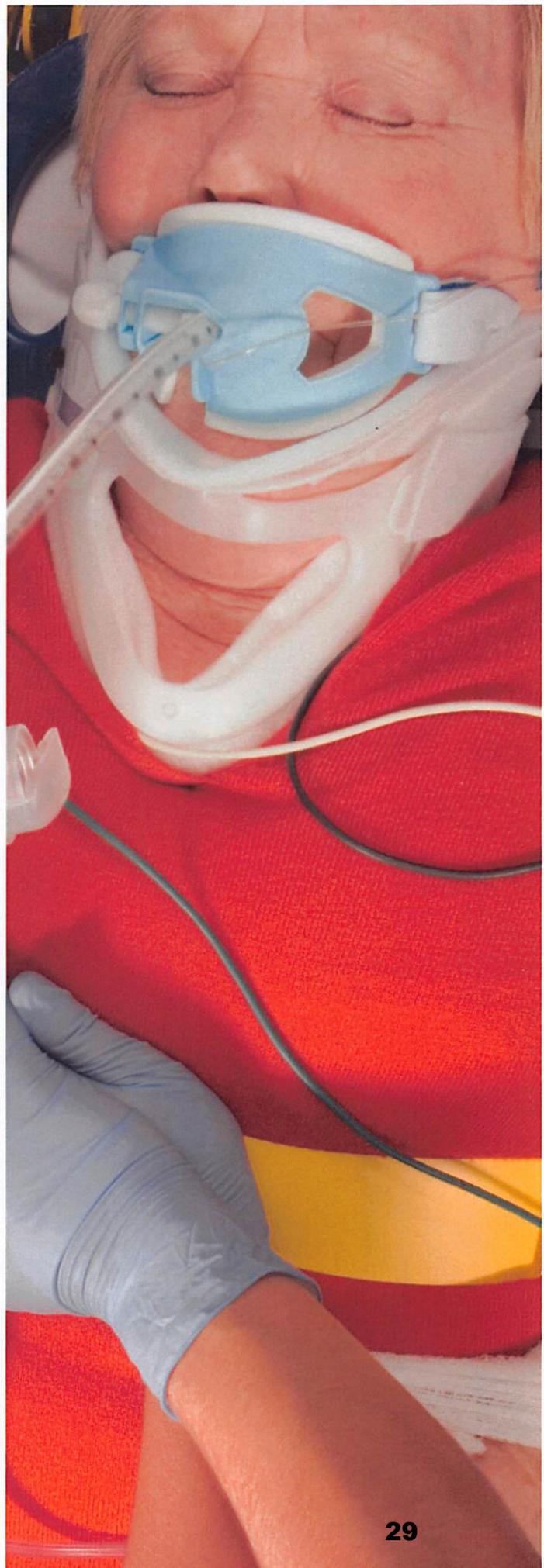
We've already discussed how transport ventilators can be a valuable pair of extra hands in the back of the rig. They can also serve as an extra pair of eyes, watching the status of the patient during transport to the hospital. Units available today, like the [Z Vent from ZOLL](#), include improved technology to monitor a variety of parameters, including airway pressures, circuit resistance, inspired oxygen levels, ventilation waveforms, breath rates and tidal volumes. Numeric and waveform data is displayed for quick interpretation and documentation.

User-set and algorithm-suggested alarm values alert medics to any changes in the patient's status before the conditions causing them can worsen. Alarms can be audible and visual, and some newer software, like ZOLL's Smart Help technology, can even suggest actions to take when an alarm condition exists.

With all of these features, portable ventilators can provide extra hands to take over ventilation, an extra pair of eyes to help watch the patient and even suggestions to help make care decisions. This technology doesn't replace a partner, but a ventilator can go a long way toward improving the safety and care of a patient requiring positive pressure ventilation during prehospital transport.

Footnote

Spaite, D. W., Bobrow, B. J., Keim, S. M., Barnhart, B., Chikani, V., Gaither, J. B., Sherrill, D., Denninghoff, K. R., Mullins, T., Adelson, P. D., Rice, A. D., Viscusi, C., & Hu, C. (2019). Association of statewide implementation of the prehospital traumatic brain injury treatment guidelines with patient survival following traumatic brain injury. *JAMA Surgery*, 154(7). <https://doi.org/10.1001/jamasurg.2019.1152>





How mechanical ventilators can prevent potential pitfalls of manual ventilation for better patient outcomes

Patients shouldn't have to wait for the ER to get high-quality care

By Rachel Zoch

Ventilation is an important component of any critical care transport, and research shows that positive pressure ventilation in patients with severe respiratory distress [improves oxygen levels and outcomes](#).

Bag-valve masks have been the standard of care in EMS for decades, but the volume pumped by hand varies with the size of hands of the provider, as well as how fast or aggressively the BVM is squeezed. In fact, research shows that the average provider delivers an average of 30 ventilations per minute – [nearly three times the recommended rate](#).

This means providers are likely to deliver excessive ventilation using the manual technique and tools, which can cause decreased coronary perfusion and [create serious secondary problems](#) like oxygen toxicity or lung damage from overinflation.



A VENTILATOR CAN PROVIDE AN ADDITIONAL, ALWAYS RELIABLE SET OF HANDS

Using mechanical ventilators can help EMS providers deliver more accurate and consistent care during transport. In addition, mechanical ventilators offer more advanced features than a simple bag valve mask. These machines allow for control of ventilation rate, volume, pressure and oxygen concentration, as well as continuous monitoring of oxygen levels, enabling clinicians to focus on other patient care tasks.

Early portable ventilators were cumbersome and complicated, making them difficult to use in the ambulance. But the technology has come a long way in the past decade. Consider the new [Z Vent](#) from ZOLL, which weighs less than 10 pounds and is roughly the size of an old-fashioned child's lunch box.

More importantly, it's designed with an easy-to-use interface to help guide EMS providers through the process. The Z Vent supports a full range of ventilation options, including CPAP and bilevel support, to help providers customize respiratory support to the individual needs of each patient.

DESIGNED TO ELIMINATE GUESSWORK, ACCIDENTAL ACTIVATION

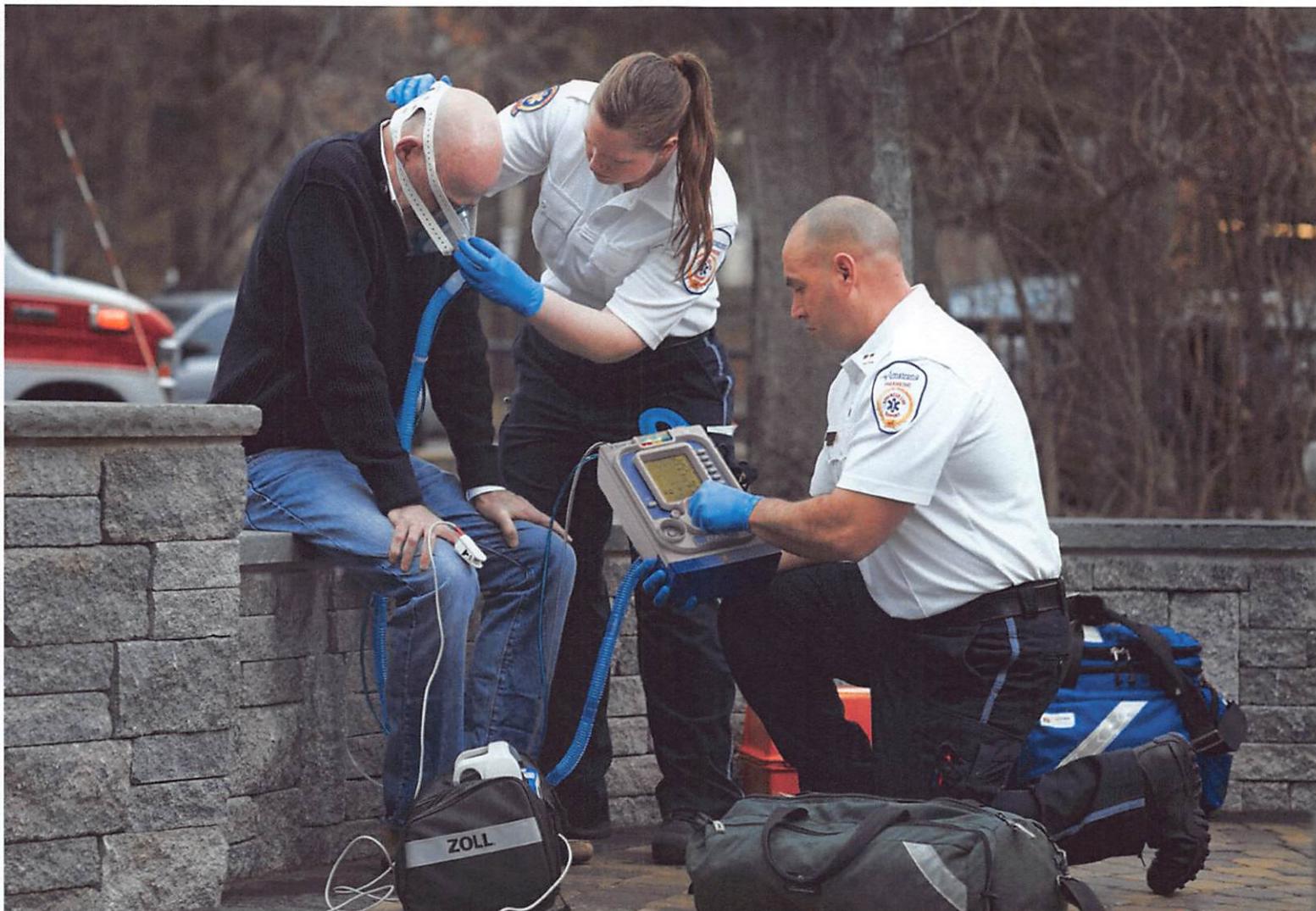
The Z Vent includes ZOLL Smart Help technology to help users quickly resolve an alarm. A list of simple on-screen prompts takes the guesswork out of the problem by providing step-by-step guidance from what triggered the alarm to how the provider can potentially fix it.

“Even the least experienced user of our vent could easily figure out how to use it,” said Kelly McDonough, ZOLL Medical associate marketing manager.

That means less stress and more accurate patient care in the field, because everything the user needs to know is right there on the screen in the moment, she adds.

“Ventilation can be daunting, and you're already in a stressful environment,” said McDonough. “Having the vent walk you through, step by step, what you can do to resolve an alarm really helps take the stress out of an already stressful situation.”

Further, the Z Vent's “Touch, Turn, Confirm” interface makes changing settings quick and easy while also guarding against accidental changes.



There are no menus to navigate – simply press the button on the side of the device for the element you want to change, adjust the setting using the center dial, then confirm the change by pressing the green check mark button to activate the change.

The apnea backup feature automatically ventilates patients should spontaneous breathing cease, while automatic leak compensation adjusts oxygen flow if the patient's mask does not fit properly. In that case, the Z Vent will detect the leak and can compensate for up to 30 milliliters per breath delivered to make sure the patient is still getting enough air.

DESIGNED TO ENDURE ON THE GO

The Z Vent was designed for ease of use, durability and portability to meet the challenges of the prehospital environment, says McDonough.

“They’re designed to meet military standards, so it’s a highly durable device,” she said. “At less than 10 pounds, you can bring it with you wherever you go. You can use it in flight and on ground ambulances.”

The Z Vent is resistant to dust, dirt, jetting water and extreme temperatures, and the device has been tested to withstand a drop from over 1 meter. This rugged construction allows it to operate at conditions that many ventilators are not rated to endure.

Using a portable mechanical ventilator like the Z Vent during transports offers significant potential benefits to both patients and providers. Patients receive consistent high-quality ventilations throughout their transport, which has been [linked to better hospital outcomes](#). Providers get critical assistance from an easy-to-use, lightweight yet rugged device that they can easily bring wherever it is needed.



How and why this rural EMS agency uses mechanical ventilators for critical care transports

Faced with long drive times, Cooke County EMS deploys these tools to deliver consistent, high-quality ventilation while allowing medics to manage other patient care activities

By Rachel Zoch

Cooke County EMS in rural north central Texas, near the Oklahoma border, serves a heavily agricultural area of 874 square miles with a population of about 38,000. Although there is a hospital in the county, it doesn't offer critical care for cardiac, stroke or serious trauma, so transports often require advanced life support services.

"Our transport times can be anywhere from 10 minutes to two-plus hours," said Chief Kevin Grant. "We do have a local hospital that can handle a fair amount of emergencies, but we're at least 30 minutes away from cardiac care, trauma center and a stroke center, so we have to look at how do we manage the best care for our area.

Cooke County EMS adopted portable ventilators in the early 1980s to help bridge the gap. They joke that their original machines were Vietnam-era military surplus, but that may actually have been the case, says Grant. Along with those bulky, single-function "suitcase" ventilators, they also used separate CPAP machines and CPR machines for many years.

But when the agency was able to get some grant funding about a decade ago, they started looking for ventilators that offered more function in a smaller package, and they adopted more modern ventilators serviced by ZOLL Medical.

"We were looking at size, functionality, durability, all those things," said Grant. "Can we get rid of some equipment so we can get rid of the suitcase

ventilators? Can we get rid of the CPAP? We really wanted something that would do BIPAP along with that. We did a test run with the Impact vents, which are now ZOLL, and determined that was the best fit for us.”

‘LIKE AN EXTRA SET OF HANDS’

The current ventilators are smaller and lighter, they do CPAP and bilevel support, they’re easy to use and adjust for the needs of each patient, and they handle everything that CCEMS needs them to do, says Grant. It’s like having an additional medic working in the back of the ambulance, he adds.

“The medic will put the CPR machine on, intubate the patient and then put the vent on during CPR – and then in turn, we’re able to provide good patient care because now the paramedic can concentrate on giving meds and taking care of the patient,” he said. “If it’s just the two of them in the ambulance (the machine and the medic), then it’s completely taken care of, and we don’t have to have an extra set of hands.”

The customization and reliability of the modern ventilators mean medics don’t have to wrestle with the vent while trying to do other important patient care tasks.

“The old ones were very finicky and very prone to alarms, and a lot of times we’d have to take the patient off because we couldn’t get it set, and we’d have to bag manually,” said Wesley Reed, CCEMS training captain, adding that the current machines are much more user-friendly and consistent. “We can maintain the patient’s rate of ventilation, we can maintain a good tidal volume, and the medics can adjust the monitor or the vent to optimize the patient care en route.”

CUSTOMIZATION FOR BETTER CARE

Agency protocol dictates that if a patient is intubated, they should be on the ventilator, says Reed, and the ability to easily change settings to optimize them for each patient is crucial to keeping patients stable in between hospitals.

This is especially important when using the ventilator in conjunction with the CPR machine, he adds.

“We found the need to control the tidal volumes and the rate to reduce the inner thoracic pressure to help the heart refill,” said Reed. “Even with our CPR machine, which does picture-perfect CPR, it’s still a fraction of what the normal cardiac output is. But in most systems, you’re still ventilating at near normal rates, so you created your own VQ mismatch.”

By adjusting the ventilator settings, he says, medics are able to bring the respiratory rate down closer to match the cardiac output.

In addition to this customizability, the machines’ ease of use also allows CCEMS crews to transfer patients more quickly, says Grant.

“We can go in, we can do the settings, get the patient on the vent, get them loaded and go so they get to definitive care more quickly,” he said.

FUTURE PLANS

CCEMS has seven ambulances, including five MICU units with ventilators deployed in the field full-time. They keep an additional ventilator dedicated to training at the station so medics can get hands-on experience with the actual equipment. Reed says he leads regular crew training with the ventilators, including sessions led by their ZOLL representative. The agency also reviews its protocols regularly to implement improvements as needed.

“If we see something we need to change, we change immediately,” said Grant.

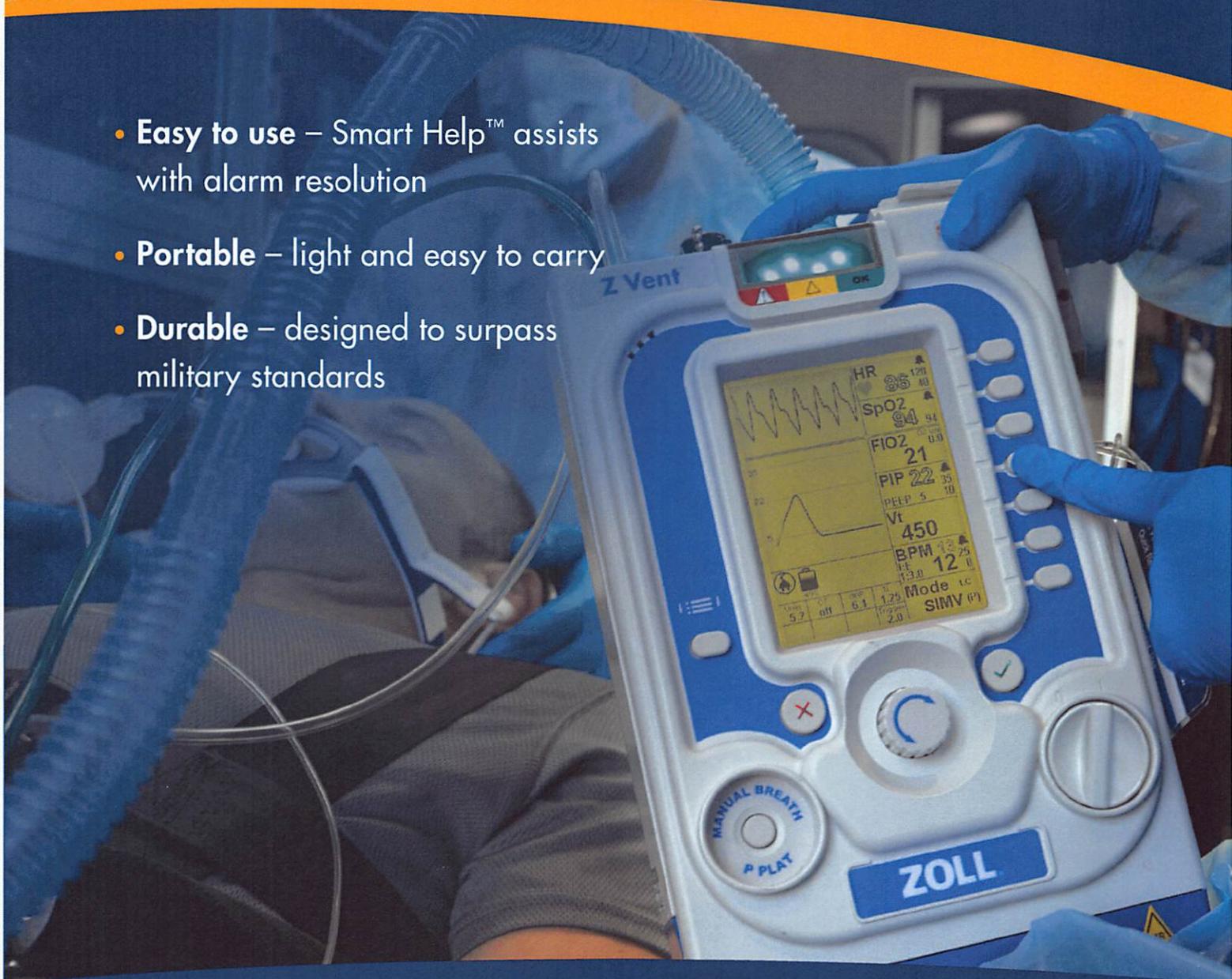
CCEMS is looking at the next replacement cycle for its ventilators, and they plan to stick with ZOLL, says Grant. He expects that the agency will adopt the [Z Vent](#), the newest ventilator model.

“I don’t see why we would change,” he said. “We get good service through ZOLL, and the product has worked very well for us since we’ve had it.”

VENTILATION SIMPLIFIED™

Z Vent® Portable Ventilator

- **Easy to use** – Smart Help™ assists with alarm resolution
- **Portable** – light and easy to carry
- **Durable** – designed to surpass military standards



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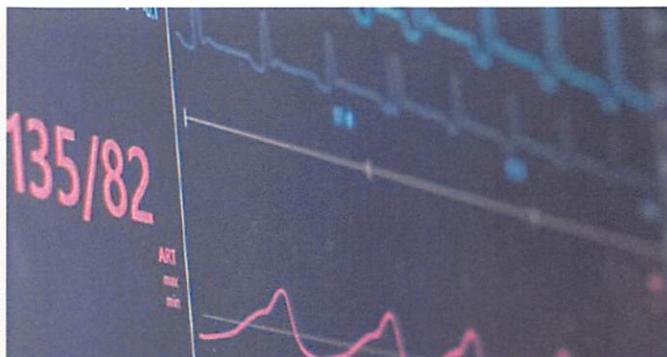
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ZOLL®

RESOURCES



Airway Management on EMS1



Medical Monitoring on EMS1



ZOLL on EMS1



Z Vent Transport Ventilators for EMS & Critical Care



Reimagining Resuscitation Video Series



ZOLL Ventilation Grant Assistance Program



MERCEDES POLICE DEPARTMENT

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Pedro Estrada
Chief of Police

April 1st – April 30th Report 2022 / 2023

ARREST BY OFFENSE

	<u>2022</u>	<u>2023</u>
• ABANDON ENDANGER CHILD W/INTENT TO RETURN	3	0
• ASSAULT: (CLASS C) FAMILY VIOLENCE	1	3
• ASSAULT: CAUSING BODILY INJURY (FAMILY VIOLENCE)	3	1
• ASSAULT: IMPEDE BREATH/ CIRCULATION (FAMILY VIOLENCE)	1	0
• BURGLARY OF A HABITATION	1	0
• CREDIT CARD OR DEBIT CARD ABUSE	0	1
• CRIMINAL ATTEMPT- ASSAULT: CAUSING BODILY INJURY (FAMILY VIOLENCE)	1	0
• CRIMINAL ATTEMPT-EVADING ARREST DETENTION W/VEHICLE	0	1
• CRIMINAL MISCHIEF >=\$100<\$750	0	2
• CRIMINAL MISCHIEF >=\$750<\$2500	1	0
• CRIMINAL TRESPASS	2	1
• DISORDERLY CONDUCT: ABUSIVE LANGUAGE IN PUBLIC PLACE	0	1
• DRIVING WHILE INTOXICATED	4	5
• DRIVING WHILE INTOXICATED 2 ND	1	1
• ESCAPE: FROM CUSTODY	0	1
• EVADING ARREST DETENTION	0	1
• EVADING ARREST DETENTION W/VEHICLE	0	1
• FAILURE TO IDENTIFY (NO INFO/NOT FUGITIVE)	0	1
• FALSE REPORT TO POLICE OFFICER/SPECIAL INVESTIGATOR/ LAW ENFORCEMENT	1	0
• INJURY TO A CHILD-CRIMINAL NEGLIGENCE	1	0
• INTERFERE W/EMERGENCY TELEPHONE CALL	0	1
• MINOR IN POSSESSION OF TOBACCO	2	0
• POSSESS CONTROLLED SUBSTANCE PG 1< 1G DRUG FREE ZONE	3	0
• POSSESS CONTROLLED SUBSTANCE PG 2>=400G	0	1
• POSSESS CONTROLLED SUBSTANCE PG 3 < 28G	0	1
• POSSESS CONTROLLED SUBSTANCE PG 4<28G	1	0
• POSSESSION OF MARIHUANA <2OZ	3	3
• POSSESSION OF DRUG PARAPHERNALIA	2	10
• PUBLIC INTOXICATION	2	2
• PUBLIC LEWDNESS	0	2
• RESIST ARREST SEARCH OR TRANSPORT	0	1
• RUNAWAY	6	1
• SEX OFFENDER DUTY TO REGISTER LIFE/ANNUALLY: FAIL TO COMPLY	0	2
• TAMPER FABRICATE PHYSICAL EVIDENCE W/INTENT TO IMPAIR	1	0
• TAMPER/FABRICATE PHYSICAL EVIDENCE	0	1
• TERRORISTIC THREAT	1	0
• TERRORISTIC THREAT OF FAMILY/HOUSEHOLD	1	0
• THEFT<\$100	1	3
• THEFT>=\$100<\$750	1	0
• THEFT>=\$2500<\$30K	1	0
• UUMV-UNAUTHORIZED USE OF A VEHICLE	1	0
• WARRANT (OTHER AGENCY)	0	1
	Total = 45	Total = 52

CAD MONTHLY REPORT

	<u>2022</u>	<u>2023</u>
• 911 HANG UP –ABUSE	0	0
• 911 HANG UP - INVESTIGATION	3	5
• ABANDONED VEHICLE	0	1

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• LOCKED VEHICLE	4	5
• LOST ITEM	7	9
• MEAL BREAK	1	0
• MEDICAL CALL	152	151
• MISSING PERSON – ADULT	1	1
• MISSING PERSON – JUVENILE	5	2
• MUTUAL AID	3	0
• NARCOTICS VIOLATION / COMMENT FIELD	4	3
• NUISANCE / NOISE / LOUD MUSIC	19	36
• NUISANCE BARKING DOG	0	1
• OPEN DOOR / WINDOW	6	3
• PICK UP ITEM	6	2
• PRISONER ARRAIGNMENT	6	4
• PRISONER CARE	0	2
• PRISONER RELEASE	1	3
• PRISONER TRANSPORT	3	6
• PROPERTY DAMAGE	15	15
• PUBLIC INTOXICATION	0	2
• PUBLIC LEWDNESS ALREADY OCCURRED	1	0
• RECKLESS VEHICLE	18	51
• REPORT WRITING	71	0
• REPOSSESSION	9	2
• REQUEST TO SPEAK WITH AN OFFICER	52	50
• SECTION 26 / 28	2	7
• SERVICE POLICE UNIT	4	1
• SEWER LINE BACKUP	1	4
• SEX OFFENDER REGISTRATION	0	1
• SEXUAL ASSAULT ALREADY OCCURRED	3	1
• SHOTS FIRED	3	14
• STALLED VEHICLE	33	15
• STOVE FIRE	0	1
• STRUCTURE FIRE	6	2
• SUSPICIOUS ACTIVITY	11	25
• SUSPICIOUS PERSON	18	38
• SUSPICIOUS VEHICLE	15	31
• TAMPERING W/CONSUMER PRODUCT	0	1
• TERRORISTIC THREAT	3	6
• THEFT ALREADY OCCURRED	23	36
• THEFT IN PROGRESS	2	0
• TOWING	0	2
• TRAFFIC CONTROL	7	2
• TRAFFIC HAZARD	19	18
• TRASH FIRE	3	1
• UNAUTHORIZED USE OF MOTOR VEHICLE	2	6
• UNWANTED PERSON	27	28
• VEHICLE FIRE	1	2
• VEHICLE PURSUIT	1	2
• VERBAL DISPUTE	18	14
• WARRANT SERVICE	4	0
• WATER LINE BREAK	9	4
• WAVE DOWN	19	14
• WELFARE CHECK	18	23

Total = 2829

Total = 2068

UCR SUMMARY

2022

2023

• ARSON	2	35
• ASSAULT	49	0
• AUTO THEFT	4	2
• BURGLARY	11	3
• HOMICIDE	0	0

38

MERCEDES POLICE DEPARTMENT

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• ACCIDENT WITH INJURIES	7	9
• ACCIDENT WITH NO INJURIES	38	24
• ADMINISTRATION	0	1
• ALLERGIC REACTION	0	1
• ANIMAL BITE – DOG	2	5
• ANIMAL CARCASS	2	1
• ANIMAL PROBLEM - NON-VICIOUS	3	10
• ANIMAL PROBLEM – VICIOUS	7	7
• ANIMAL RESCUE / DANGER TO LIFE	3	1
• ANIMAL RESCUE / NO DANGER TO LIFE	3	1
• AREA CHECK	1346	406
• ASSAULT ALREADY OCCURRED	3	4
• ASSAULT IN PROGRESS	1	0
• ASSAULT JUST OCCURRED	3	3
• ASSIST OTHER AGENCY / BACK UP	1	11
• BEE ATTACK	0	2
• BEE CALL	4	3
• BEGINNING TOUR OF DUTY	1	0
• BUILDING CHECK	31	0
• BURGLARY ALARM – COMMERCIAL	65	86
• BURGLARY ALARM – RESIDENTIAL	11	13
• BURGLARY OF BUILDING ALREADY OCCURRED	4	1
• BURGLARY OF BUILDING JUST OCCURRED	1	0
• BURGLARY OF HABITATION ALREADY OCCURRED	2	2
• BURGLARY OF HABITATION JUST OCCURRED	1	0
• BURGLARY OF VEHICLE ALREADY OCCURRED	2	4
• BURGLARY OF VEHICLE JUST OCCURRED	1	0
• CHEST PAIN	1	0
• CHILD CUSTODY	24	21
• CITY CODE VIOLATION	1	0
• CIVIL MATTER	10	17
• CREDIT CARD OR DEBIT CARD ABUSE	1	0
• CRIMINAL MISCHIEF	5	13
• CRIMINAL TRESPASS-SUSPECT ON LOCATION	0	1
• CRIMINAL TRESPASS- SUSPECT LEFT	1	0
• DEADLY CONDUCT	2	0
• DETAIL	2	0
• DOMESTIC DISTURBANCE ALREADY OCCURRED	1	2
• DOMESTIC DISTURBANCE IN PROGRESS	2	2
• DOWN POWER LINE	0	15
• ESCORT – FUNERAL	1	1
• ESCORT – GENERAL	1	0
• EXTRA PATROL REQUEST	65	13
• FIGHT IN PROGRESS	1	11
• FINGERPRINTS	0	1
• FIRE ALARM / BOX ALARM	5	17
• FIRE INVESTIGATION CALL	10	7
• FOLLOW-UP INVESTIGATION	8	4
• FOUND PROPERTY	3	5
• GAS LEAK	3	4
• GRAFFITI	0	3
• GRASS FIRE	8	1
• HARASSMENT	19	34
• HIT AND RUN ACCIDENT JUST OCCURRED	6	11
• IDENTITY THEFT	7	8
• IMPR PHOTOGRAPHY OR VISUAL RECORDING	1	0
• IMPROPERLY PARKED VEHICLE	11	12
• INDECENT EXPOSURE ALREADY OCCURRED	1	0
• INFORMATIONAL CALL	260	166
• INTOXICATED DRIVER	3	2
• JUNK VEHICLE	1	7
• KIDNAPPING JUST OCCURRED	1	0
• LIGHT POLE OUTAGE	1	2
• LIVESTOCK ON HIGHWAY	7	4

MERCEDES POLICE DEPARTMENT

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• ROBBERY	0	2
• SEX OFFENSES	2	2
• THEFT	35	41
	Total = 103	Total = 85

TRAFFIC STOPS

2022

2023

• TOTAL TRAFFIC STOP	175	435
• TOTAL CITATIONS ISSUED	117	247

Note: Monthly report reflects both UCR and CAD data

X  5/11/23
Pedro Estrada
Chief of Police

CITY OF MERCEDES
 Budget vs Actual FY 2022-2023 (UNAUDITED)
 As at 4/30/2023

01 GENERAL FUND

REVENUES	Budget	Budget Completed 58.33%		
		YTD Actual	Budget Balance	% of Budget
Taxes	9,103,950	6,532,717	2,571,233	71.76%
Licenses & Permits	2,019,000	221,938	1,797,062	10.99%
Fines & Services	2,357,460	1,286,167	1,071,293	54.56%
Intergovernmental	18,600	26,645	(8,045)	143.25%
Miscellaneous	1,782,890	232,786	1,550,104	13.06%
	15,281,900	8,300,254	6,981,646	54.31%
EXPENDITURES				
Commission	35,200	24,448	10,752	69.45%
Exe. Adm	283,110	152,973	130,137	54.03%
Human Resources	66,447	31,172	35,275	46.91%
City Secretary	135,175	57,196	77,979	42.31%
Mun. Court	139,774	75,918	63,856	54.32%
Finance	229,173	122,562	106,611	53.48%
IT	418,962	261,890	157,073	62.51%
Planning	438,999	238,967	200,032	54.43%
Police	3,418,315	1,812,022	1,606,293	53.01%
Animal Control	96,591	37,132	59,459	38.44%
Fire	1,480,914	848,279	632,635	57.28%
PW	139,096	57,592	81,504	41.40%
Streets	882,576	314,152	568,424	35.59%
Build. Maint.	376,396	167,140	209,256	44.41%
Veh. Maint.	379,486	258,691	120,795	68.17%
Parks & Rec	485,500	250,013	235,487	51.50%
Rec. Center	107,548	33,156	74,392	30.83%
Library	551,796	287,746	264,050	52.15%
Projects	-	8,376	(8,376)	#DIV/0!
Sanitation	1,555,807	925,815	629,992	59.51%
Dome Shelter	296,931	131,706	165,225	44.36%
Non-Departmental	3,764,104	1,365,842	2,398,262	-36.29%
	15,281,900	7,462,789	7,819,111	48.83%
Rev. Over/Under	-	837,465	(837,465)	

NOTE:

CITY OF MERCEDES
 Budget vs Actual FY 2022-2023 (UNAUDITED)
 As at 4/30/2023

02 UTILITY FUND

Budget Completed 58.33%

REVENUES	Budget	YTD Actual	Budget Balance	% of Budget
Water & Sewer Sales	5,892,000	3,044,841	2,847,159	51.68%
Fees & Penalties	1,260,140	263,330	996,810	20.90%
Miscellaneous	2,700	6,436	(3,736)	238.39%
	7,154,840	3,314,607	3,840,233	46.33%
EXPENDITURES				
Information Tech	98,539	91,352	7,187	92.71%
Utility Billing	146,357	86,873	59,484	59.36%
Meter Readers	153,469	71,563	81,906	46.63%
W/S Field Crew	1,104,412	426,969	677,443	38.66%
W/S Treatment Plant	3,563,500	2,119,294	1,444,206	59.47%
Debt Service Int.	947,583	839,155	108,429	88.56%
Non-Departmental	1,140,980	98,374	1,042,606	8.62%
	7,154,840	3,733,581	3,421,259	52.18%
Revenue Over/Under	-	(418,974)	418,974	

NOTE:

CITY OF MERCEDES
 Budget vs Actual FY 2022-2023 (UNAUDITED)
 As at 4/30/2023

15 INTEREST & SINKING FUND

REVENUES	Budget	YTD Actual	Budget Completed 58.33%	
			Budget Balance	% of Budget
Property Taxes	2,296,070	2,314,453	(18,383)	100.80%
Intergovernmental	-	-	-	0.00%
Miscellaneous	2,000	18,349	(16,349)	917.43%
	2,298,070	2,332,801	(34,731)	101.51%
EXPENDITURES				
Debt Service	2,298,070	1,950,429	347,641	84.87%
	2,298,070	1,950,429	347,641	84.87%
Revenue Over/Under	-	382,373	(382,373)	

NOTE:

16 HOTEL/MOTEL FUND

REVENUES	Budget	YTD Actual	Budget Completed 58.33%	
			Budget Balance	% of Budget
Taxes	120,000	102,526	17,474	85.44%
Reserves/Misc.	95,970	12,661	83,309	13.19%
	215,970	115,187	100,783	53.33%
EXPENDITURES				
Advertisement	138,940	31,214	107,726	22.47%
Historic Preservation	50,000	5,000	45,000	10.00%
Arts Promotion	12,900	-	12,900	0.00%
Signage	14,130	-	14,130	0.00%
Bank/Credit Card Fees	-	2	(2)	#DIV/0!
	215,970	36,214	179,756	16.77%
Revenue Over/Under	-	78,973	(78,973)	

NOTE:

CITY OF MERCEDES
Budget vs Actual FY 2022-2023 (UNAUDITED)
As at 4/30/2023

43 43-Series 2018 CO

REVENUES	Budget	JTD Actual	Budget Balance
Bond Revenue	9,991,085	9,991,085	-
Interest Income	129,793	131,067	(1,274)
Miscellaneous	34,602	34,602	-
	10,155,480	10,156,754	(1,274)
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)	53,576	(53,576)

NOTE: This fund is reported as Job to Date.

CITY OF MERCEDES
 Budget vs Actual FY 2022-2023 (UNAUDITED)
 As at 4/30/2023

46 EMS FUND

	Budget Completed 58.33%			
REVENUES	Budget	YTD Actual	Budget Balance	% of Budget
EMS Service Fees	716,800	308,814	407,986	43.08%
Intergovernmental	90,000	25,308	64,692	28.12%
Misc	-	947	(947)	#DIV/0!
	806,800	335,069	471,731	41.53%
EXPENDITURES				
Personnel Costs	128,000	42,647	85,353	33.32%
Contractual Sev. & Other	185,300	126,816	58,484	68.44%
Maintenance	58,000	20,365	37,635	35.11%
Supplies	115,500	46,871	68,629	40.58%
Paramedic Course	70,000	57,375	12,625	81.96%
Capital Outlay	-	-	0	0.00%
Non-Departmental	250,000	87,201	162,799	34.88%
	806,800	381,276	425,524	47.26%
Revenue Over/Under	-	(46,208)	46,208	

NOTE:

51 AMERICAN RESCUE PLAN

REVENUES	Budget	JTD Actual	Budget Balance
Intergovernmental	4,118,303	1,432,608	2,685,696
Miscellaneous	85,568	96,737	(11,169)
	4,203,871	1,529,345	2,674,527
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	9,450	22,050
TCEQ Comp. Self Audit	49,250	21,591	27,659
Revenue Loss	1,030,000	1,030,000	-
PD Renovation	780,843	-	780,843
Mile 1 East	270,000	206,703	63,297
Utility Improvements	1,269,119	2,081	1,267,038
Street Improvements	124,007	-	124,007
	4,203,871	1,484,737	2,719,135
Revenue Over/Under	-	44,608	(44,608)

NOTE: This fund is reported as Job to Date.

CITY OF MERCEDES
Budget vs Actual FY 2022-2023 (UNAUDITED)
As at 4/30/2023

52 SERIES 2021 CO

REVENUES	Budget	JTD Actual	Budget Balance
Bond Revenue-Other Financ	8,250,000	8,250,000	-
Interest Income	68,981	165,463	(96,482)
Miscellaneous	-	350,982	(350,982)
	8,318,981	8,766,445	(447,464)
EXPENDITURES			51.29%
EMS/FIRE Equipment	796,765	788,540	8,225
PD Vehicles/Renovation	1,341,445	1,345,852	(4,407)
PW Equipment	607,618	607,618	0
Planning Equipment		-	-
Library	17,586	17,586	-
Other Equipment	273,089		273,089
Build. Improvements	70,000	57,041	12,959
Water/Sewer Utility Improv	3,577,633	190,022	3,387,611
Lift Station Improv.	495,000	493,826	1,174
Street Improvements	400,000	400,620	(620)
Drainage Imprrov.	218,000	194,045	23,955
Other Infrastructure Imp	350,260		350,260
Non-Departmental	171,585	171,585	-
	8,318,981	4,266,734	4,052,247
Revenue Over/Under	(0)	4,499,710	(4,499,711)

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%
Jan	Nov	697,918.59	124,014.84	50,464.81	44.16%	481,772.27	41,666.67	99.47%
Feb	Dec	1,038,314.60	171,132.45	88,446.20	37.99%	737,069.28	41,666.67	52.99%
Mar	Jan	520,940.96	100,115.16	30,120.08	-41.50%	349,039.06	41,666.66	-52.65%
Apr	Feb	521,262.12	98,145.09	32,170.44	-1.97%	349,279.92	41,666.67	0.07%
		4,336,042.47	846,662.87	237,347.75	9.03%	2,960,365.18	291,666.67	27.08%

FY 2022-2023

State	Comptroller	EDC (25%)		Mth %		City (75%)	Outlet Mall		Mth %
		EDC (25%)	Outlet Mall	Inc/Dec	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%			
745,641.02	130,152.48	56,257.78	19.98%	517,564.10	41,666.67	35.39%			
1,049,157.09	178,300.34	83,988.93	36.99%	745,201.15	41,666.67	43.98%			
564,062.91	111,994.65	29,021.08	-37.19%	381,380.52	41,666.66	-48.82%			
579,258.68	144,814.67	29,300.00	29.30%	392,777.34	41,666.67	2.99%			
4,783,964.89	917,003.94	278,987.29	8.31%	3,296,307.00	291,666.67	11.35%			

NOTE: OUTLET MALL REPORT FOR MARCH & APRIL IS PENDING FROM STATE COMPTROLLER.

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%
Jan	697,918.59	745,641.02	6.84%
Feb	1,038,314.60	1,049,157.09	1.04%
Mar	520,940.96	564,062.91	8.28%
Apr	521,262.12	579,258.68	11.13%
	4,336,042.47	4,783,964.89	10.33%

FY 22-23

Gain/(Loss) 447,922

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%
Jan	481,772.27	517,564.10	7.43%
Feb	737,069.28	745,201.15	1.10%
Mar	349,039.06	381,380.52	9.27%
Apr	349,279.92	392,777.34	12.45%
	2,960,365.18	3,296,307.00	11.35%

FY 22-23

Gain/(Loss) 335,942

BUDGET 4,927,428

% OF BUDGET 32.24%
TO EDC 1,642,476
Total Projection **6,569,904**

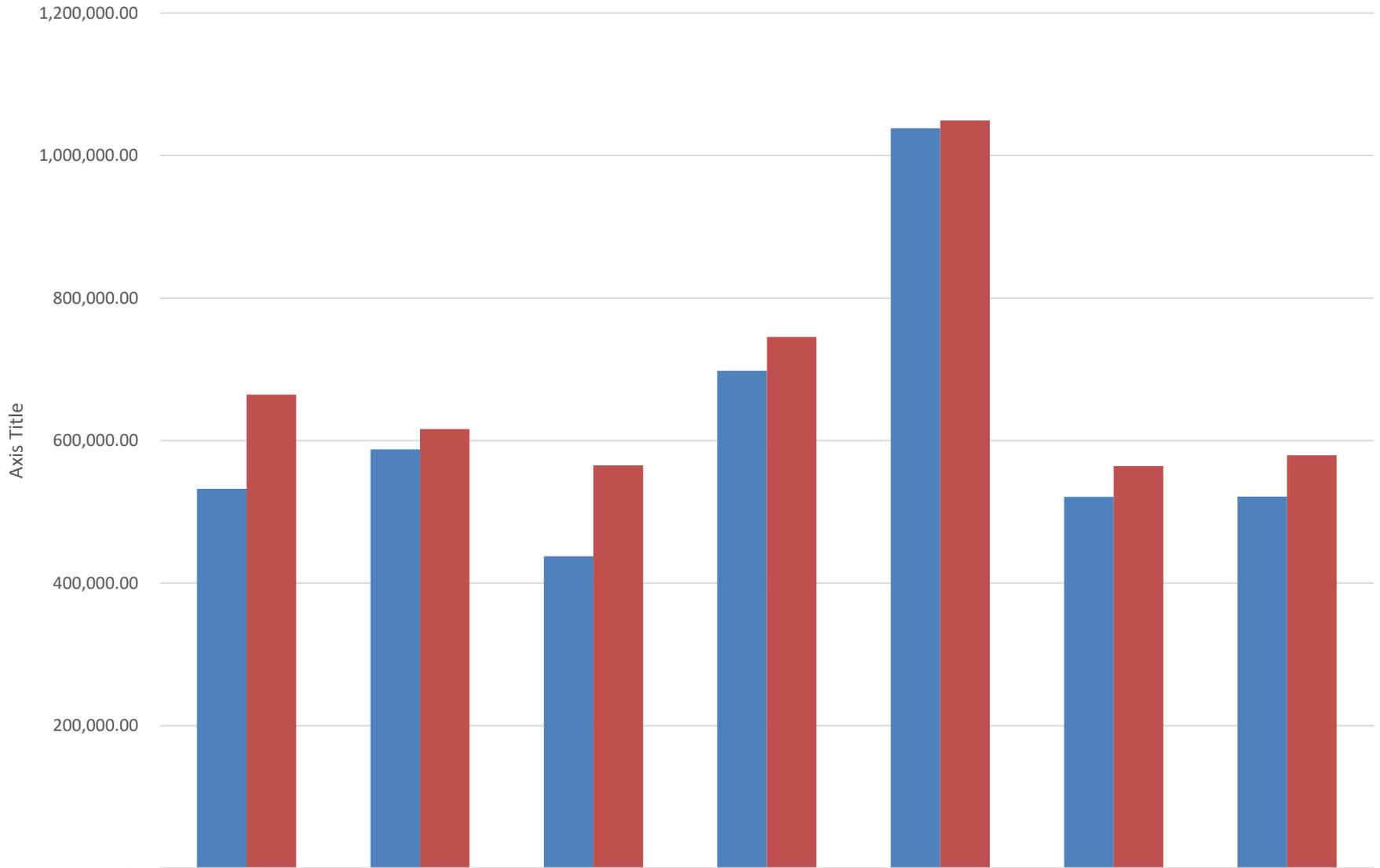
Note: Mth % Inc /Dec compared to prior month.

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

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

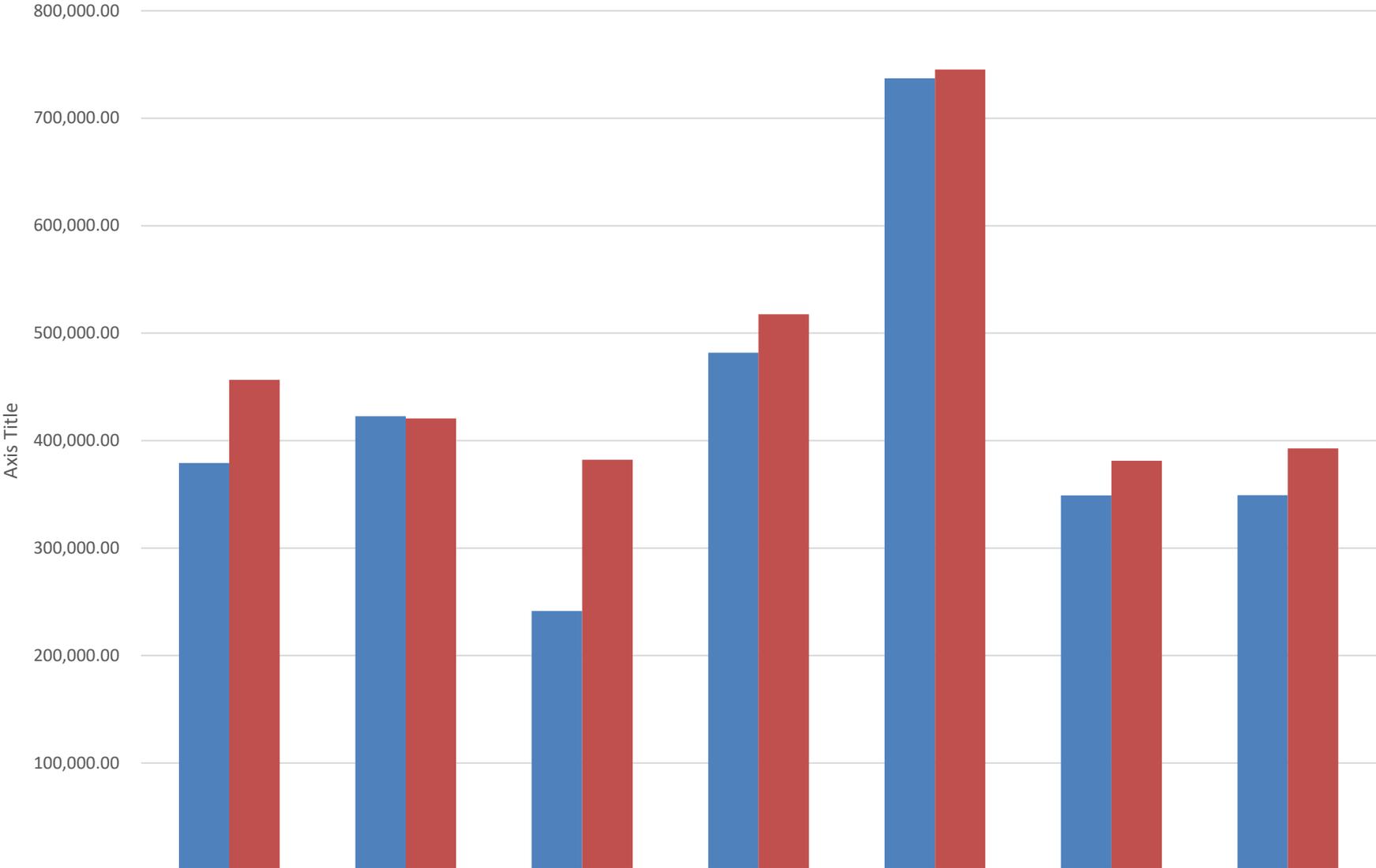
Received	Generated
October	August
November	September
December	October
January	November
February	December
March	January
April	February
May	March
June	April
July	May
August	June
September	July

Total City Sales Tax Received



■ 2021-2022	532,219.32	587,652.79	437,734.09	697,918.59	1,038,314.60	520,940.96	521,262.12
■ 2022-2023	664,414.83	616,158.09	565,272.27	745,641.02	1,049,157.09	564,062.91	579,258.68

City Sales Tax after Contributions/Payouts



■ 2021-2022	379,066.78	422,614.08	241,523.79	481,772.27	737,069.28	349,039.06	349,279.92
■ 2022-2023	456,644.45	420,451.90	382,287.54	517,564.10	745,201.15	381,380.52	392,777.34

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
DEVELOPMENT CORPORATION OF MERCEDES	4/21/23	04/14/2023 SALES TAX	GENERAL FUND	NON-DEPARTMENTAL	144,814.67
				TOTAL:	144,814.67
ENTERPRISE FM TRUST	4/06/23	LEASE- MPD VEHICLES	GENERAL FUND	VEHICLE MAINTENANCE	47,736.53
				TOTAL:	47,736.53
FULL COURT INSTALLERS AND RISK MANAGEM	4/24/23	POOL REPAIRS	GENERAL FUND	RECREATION CENTER	13,000.00
				TOTAL:	13,000.00
GALLS PARENT HOLIDINGS, LLC	4/21/23	POINT BLANK HI LITE	GENERAL FUND	POLICE	18,700.00
				TOTAL:	18,700.00
MOTOROLA SOLUTIONS, INC	4/21/23	V300 WEARABLE CAMERA	SPECIAL REVENUE FU	BODY CAMERA GRANT	33,193.20
				TOTAL:	33,193.20
SHELL ENERGY	4/17/23	1883759 ELECTRICAL SERVICE	GENERAL FUND	NON-DEPARTMENTAL	16,316.48
	4/17/23	1883759 ELECTRICAL SERVICE	UTILITY FUND	WATER/SEWER TREATMENT	21,915.25
				TOTAL:	38,231.73
SIMON PROPERTY GROUP, LP	4/28/23	04132023 2ND QTR-OUTLET MA	GENERAL FUND	NON-DEPARTMENTAL	125,000.00
				TOTAL:	125,000.00
STATE COMPTRROLLER	4/26/23	1ST QTR 2023 STATE CRIMINA	GENERAL FUND	NON-DEPARTMENTAL	22,198.82
				TOTAL:	22,198.82
TEXAS MUNICIPAL RET. SYST	4/28/23	PENSION PLAN PAYABLE	GENERAL FUND	NON-DEPARTMENTAL	13,266.38
	4/28/23	PENSION PLAN PAYABLE	GENERAL FUND	NON-DEPARTMENTAL	12,930.10
	4/28/23	PENSION PLAN PAYABLE	GENERAL FUND	NON-DEPARTMENTAL	13,182.99
	4/28/23	PENSION PLAN PAYABLE	GENERAL FUND	POLICE	11,623.71
	4/28/23	PENSION PLAN PAYABLE	GENERAL FUND	POLICE	11,652.28
	4/28/23	PENSION PLAN PAYABLE	GENERAL FUND	POLICE	11,533.23
				TOTAL:	74,188.69
TEXAS NATIONAL BANK	4/05/23	FEDERAL W/H	GENERAL FUND	NON-DEPARTMENTAL	12,230.52
	4/28/23	FEDERAL W/H	GENERAL FUND	NON-DEPARTMENTAL	15,364.23
	4/28/23	FEDERAL W/H	GENERAL FUND	NON-DEPARTMENTAL	11,472.58
	4/05/23	FICA W/H	GENERAL FUND	NON-DEPARTMENTAL	11,837.94
	4/28/23	FICA W/H	GENERAL FUND	NON-DEPARTMENTAL	12,801.51
	4/28/23	FICA W/H	GENERAL FUND	NON-DEPARTMENTAL	11,102.16
				TOTAL:	74,808.94
TRI-GEN CONSTRUCTION LLC	4/24/23	APP NO#004 GENERAL CONSTRU	SERIES 2021	POLICE	195,516.08
				TOTAL:	195,516.08
U.S. WATER SERVICES CORPORATION	4/28/23	S169369 MONTHLY COMPENSATI	UTILITY FUND	WATER/SEWER TREATMENT	99,090.21
	4/28/23	S169370 MONTHLY COMP AS PE	UTILITY FUND	WATER/SEWER TREATMENT	112,670.87
				TOTAL:	211,761.08
VERIZON WIRELESS	4/24/23	356000038936 GPS SERVICES	GENERAL FUND	VEHICLE MAINTENANCE	17,202.67
				TOTAL:	17,202.67

Monthly Statistics Report

FY 2022-2023

Finance

<i>Invoices</i>	<i>FY 2021-2022 Totals</i>	<i>FY 2022-2023 1st Qtr</i>	<i>FY 2022-2023 2nd Qtr</i>	<i>April</i>	<i>FY 2022-2023 Totals</i>
Invoices Received	3,222	779	689	152	1,620
Payment Requests Received	2,481	596	581	226	1,403
Emergency Payment Requests			9	7	16
Total	5,703	1,375	1,279	385	3,039

<i>Payments Processed Total Paid</i>	<i>2,638</i>	<i>598</i>	<i>787</i>	<i>175</i>	<i>1,560</i>
	\$ 21,530,131.74	\$ 4,808,628.57	\$ 8,217,863.14	\$ 1,376,992.35	\$ 14,403,484.06
(01) General Fund	\$ 10,762,818.74	\$ 2,824,263.29	\$ 3,039,625.53	\$ 792,762.21	\$ 6,656,651.03
(02) Utility Fund	\$ 5,166,272.07	\$ 1,051,574.66	\$ 2,203,477.69	\$ 292,208.90	\$ 3,547,261.25
(03) Municipal Court	\$ 3,451.67	\$ 2,164.80	\$ -	\$ -	\$ 2,164.80
(05) Library Fund	\$ 5,693.27	\$ 1,500.00	\$ 37.90	\$ -	\$ 1,537.90
(07) Special Rev/Grants	\$ 237,279.44	\$ 20,854.07	\$ 91,468.68	\$ 66,597.50	\$ 178,920.25
(10) Local Forfeiture	\$ 832.04	\$ 4,169.70	\$ 1,516.06	\$ -	\$ 5,685.76
(12) KMB	\$ 5,501.29	\$ 20.29	\$ 210.72	\$ 200.00	\$ 431.01
(15) I & S	\$ 2,274,584.23	\$ -	\$ 1,950,428.79	\$ -	\$ 1,950,428.79
(16) Hotel Motel	\$ 211,615.95	\$ 12,500.00	\$ 14,390.00	\$ 3,350.00	\$ 30,240.00
(43) Series 2018	\$ 343,844.56	\$ -	\$ -	\$ -	\$ -
(46) EMS	\$ 392,336.87	\$ 84,156.92	\$ 122,696.63	\$ 25,337.95	\$ 232,191.50
(49) Emergency Manage.	\$ 576.61	\$ -	\$ -	\$ -	\$ -
(51) ARPA	\$ 315,272.44	\$ 157,021.35	\$ 19,409.21	\$ -	\$ 176,430.56
(52) Series 2021	\$ 1,810,052.56	\$ 650,403.49	\$ 774,106.93	\$ 196,136.19	\$ 1,620,646.61
(54) Parks Fund			\$ 495.00	\$ 399.60	\$ 894.60

**Monthly Statistics Report
FY 2022-2023**

Finance

<i>Purchase Orders</i>	<i>FY 2021-2022 Totals</i>	<i>FY 2022-2023 1st Qtr</i>	<i>FY 2022-2023 2nd Qtr</i>	<i>April</i>	<i>FY 2022-2023 Totals</i>
PO Requisitions Received	1,525	413	383	97	893
Emergency PO Requisitions		58	70	35	163
Total	1,525	471	453	132	1,056
Purchase Orders Issued	1,525	465	440	118	1,023
Purchase Orders Issued	\$ 4,117,535.26	\$ 900,699.14	\$ 644,661.35	\$ 146,984.97	\$ 1,692,345.46
Purchase Orders Received	\$ 2,901,261.64	\$ 458,071.32	\$ 431,922.10	\$ 47,842.59	\$ 937,836.01
Purchase Orders Voided	\$ 1,216,273.62	\$ 127,147.21	\$ 14,674.62	\$ -	\$ 141,821.83
Purchase Orders Outstanding	\$ -	\$ 315,480.61	\$ 198,064.63	\$ 99,142.38	\$ 612,687.62

<i>Budget Amedments</i>	<i>FY 2021-2022 Totals</i>	<i>FY 2022-2023 1st Qtr</i>	<i>FY 2022-2023 2nd Qtr</i>	<i>April</i>	<i>FY 2022-2023 Totals</i>
Budget Amendments Received		10	22	12	44
<i>Approved</i>					
General Fund		8	12	9	29
Utility Fund		0	3	3	6
EMS Fund		0	1		1
Total		8	16	12	36

Monthly Statistics Report April 2023

Total of Work Orders: 588

Job Code	Total Completed	Total outstandig (pending)	Total Void
Regular connects (on)	27	5	0
Reinstate (reins)	78	0	71
Regular disconnects (off)	30	4	0
Meter swap (swap)	19	0	0
Disconnects no paymet (lock)	98	2	210
Miscellaneous (misc)	9	4	0
Ert replacement (entre & mxu)	0	0	0
High reads (gt-rd)	29	0	0
Service change (srvch)	1	0	0
Miscellaneous Public Works (mech)	0	0	0
Account on Temporary H (hold)	0	0	1
Occupant change (tran)	0	0	0
Mechanical inspection	0	0	0
TOTAL OF CODES	291	15	282

Disconnects no paymet (voided) They are usually customers who makes their payments before close their meter

112 Unread meters (SENSUS) read manually

Meter Blank (screen)	5
Parts	27
Meter Low Battery	10
Meter covered	2
MXU damaged	0
Disconnected	1
Under water	4
Everything ok (no read)	62
Meter inside property	1
	112

14 Unread meters (Kamstrup)

Broken antenna	3
Meter covered	0
Meter reprogramed	9
Meter OFF (no connected)	2
	14
Traveling meters	8
La Herencia Appartments	7

Mercedes Municipal Court
Revenue Collected by Citations
April 1, 2023 - April 30, 2023

City of Mercedes Revenue	\$5,718.76
State of Texas Revenue	\$3,314.00
Total Revenue Collected	\$9,032.76

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



Eduardo Mendoza, Municipal Court Coordinator

Mercedes Municipal Court
Revenue Collected by Citations
April 1, 2023 - April 30, 2023

City of Mercedes Revenue	\$5,718.76
State of Texas Revenue	\$3,314.00
Total Revenue Collected	\$9,032.76

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



Eduardo Mendoza, Municipal Court Coordinator

Monthly Statistics Report

FY 2022-2023

April 30, 2023

Municipal Court

FYE 2023

<i>Citation By Violation</i>	<i>FYE 2022</i>	<i>1st Qtr Totals</i>	<i>2nd Qtr Totals</i>	<i>April</i>	<i>Totals</i>
Defective Equipment	7	5	10	4	19
Failed to Display Vehicle Registration	1		1		1
Failed to ID Truthfully	1		0		0
Failed to Obey Traffic Control Sign	8		0		0
Expired Registration-Moto Vehicle	174	71	55	18	144
License Plate Registration-Fictitious	1		0		0
License Plate Registration-Trailer	1		0		0
No Cover on Load	1		0		0
No Front License Plate	10	3	3	1	7
No Rear License Plate	1		0		0
Wrong License Plate	10	5	1		6
No Tail Light(s)	1	1	0		1
Parking Violation			1		1
Parking-Fire Lane	1		0		0
U-Turn Between Street Intersection	1		0		0
Speeding	58	20	10	3	33
Speeding in a School	3	1	2		3
Failed To Yield Right of Way	8	2	0		2
Ran Stop Sign	134	42	34	7	83
Ran Red Light	33	10	7	3	20
Change Lane when Unsafe	14	4	2		6
Turned Left From Wrong Lane	1		0		0
Turned Right From Wrong Lane		1	0		1
Improper Turn	1		0	1	1
Drove Wrong Way On One-Way Roadway	15	1	0		1
Following Too Closely	3	2	1		3
Unsafe Start from Park or Stopped Positio			1		1
Child Passenger Safety Seat Off	26	3	2	1	6
No Seat Belt-Driver	121	51	13	15	79
No Seat Belt-Passenger				2	2
Possession of Alcoholic Beverage in Vehicle			1		1
Child (4-14) Not Secured by Safety Belt	9		0		0
Operate Vehicle with Child in Open Bed	1		0		0
Use of Wireless Device By Motorist	4		0		0
Failed to Maintain Financial Resp	272	91	72	22	185
Failed to Control Speed	5	1	1		2
Failed to Yield at Stop	3		0		0
Failed to Yield Row at Open Intersection	1		0		0
Failed to Yield Row Leaving Private Drive	3		0		0
Failed to Yield Row to Emergency Veh			1		1
Disregard Traffic Control Device		1	1		2

Monthly Statistics Report

FY 2022-2023

April 30, 2023

Municipal Court

FYE 2023

<i>Citation By Violation</i>	<i>FYE 2022</i>	<i>1st Qtr Totals</i>	<i>2nd Qtr Totals</i>	<i>April</i>	<i>Totals</i>
Failed to Stop-Designated Point At Stop Sign	7	3	1		4
Failed to Stop at Flashing Red Light			1		1
Failed to Drive in Single Lane	7	9	1	2	12
Turned Right Too Wide	1	1	0		1
Turned When Unsafe	1		0		0
Failed to Signal Lane Change	7	6	6	3	15
Failed to Give One Half of Roadway		1	0		1
Illegally Passed Street Car	1		0		0
Failed to Signal Turn	13	12	6	2	20
No Drivers License	301	95	84	33	212
Driving While License Invalid	8		0		0
Reckless Driving	6	1	0		1
No Head Lamp(s)-Not Equipped	4	1	1	1	3
Defective Head Lamp(s)	3	1	1	1	3
No Tail Lamp(s)-Not Equipped	4	2	1	2	5
Defective Tail Lamp(s)		1	2		3
No Stop Lamp(s)	2		2		2
Defective Stop Lamp(s)	2	2	1		3
Driving W/O Head Lights	4		0	1	1
Motor Vehicle Inspection Violation		2	2		4
Expired Operators License	38	7	2	1	10
Failed to Display DL	8	1	4	1	6
No License Plate Light	7		4		4
Illegal Backing (Unsafe Backing)	1		0		0
Open Container In Vehicle	11	2	1	1	4
Unauthorized Glass Coating Material	9		1		1
Driving While Impaired	1		0		0
Driving Under the Influence	1		0		0
Stopping in Prohibited Area			0	1	1
Speeding>10% Above Posted Limit	191	43	24	17	84
Minor In Possession	8	3	3	1	7
Failed to Secure Load	1		0		0
Assault-Physical Contact	30	9	3	1	13
Assault-Threat	2		1		1
Assault-Family Violence	12	5	0	2	7
Criminal Mischief	2		0		0
Disorderly Conduct	11	2	0		2
Disorderly Conduct-Urinating	1		0		0
Disorderly Conduct-Abusive Language	1		0		0
Disorderly Conduct-Noise (Public)	1		0		0
Failure to Identify-False Info.		0	0	1	1

Monthly Statistics Report

FY 2022-2023

April 30, 2023

Municipal Court

FYE 2023

<i>Citation By Violation</i>	<i>FYE 2022</i>	<i>1st Qtr Totals</i>	<i>2nd Qtr Totals</i>	<i>April</i>	<i>Totals</i>
Minor In Possession of Alcohol		1	1		2
Leaving A Child In A Vehicle	2		0		0
Theft	16	3	1	5	9
Criminal Trespass			1		1
Possession of Drug Paraphernalia	39	18	42	11	71
Public Intoxication	26	9	7	2	18
Consuming Alcoholic Beverage		0	0	1	1
Solicitation W/O A Permit		1	0		1
Tabacco Products Law	1		0		0
City Code (Dog At Large)	6	1	2		3
City Code (Vaccination Required)	6		0		0
City Code (Dog Tags)	5	1	0		1
Dog Bite	6	2	1		3
Violation of City Ordinance #10	2	1	0	1	2
City Code (Abandoned & Junked Vehicle)	7		5	1	6
City Code Vilation (Nuisance)	3		0		0
City Code (Register Dangerous Dog)	2	1	0		1
Illegal Dumping	3		1		1
Curfew Violation	9		2		2
Violation of City Ord. 83-16	30	3	7	1	11
Violation of City Ord. 99-22	8	3	0		3
Violation of City Ord. #26	1		0		0
Ordinance 2000-03 Signs	1		0		0
City Ordinance	11	3	0	2	5
Total	1,824	571	441	172	1,184

Dismissals	237	61	69	3	133
	\$ 68,853.61	\$ 13,462.36	\$ 17,008.36	\$ 738.80	\$ 31,209.52

Memo

To: Alberto Perez, City Manager
From: Michelle Muniz, Assistant Library Director
CC: Javier Ramirez, Assistant City Manager
Date: May 10, 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 April 2023.

Meetings

- Telephon Meeting (4/4) -Marisol Vidales
- City Commission Meeting (4/4) – Marisol Vidales
- State of the City Video Meeting (4/5) – Marisol Vidales
- Historic Property Owner (300 S. Missouri) Meeting (4/5) – Marisol Vidales
- Grant & Library Expansion Meeting (4/6) – Marisol Vidales & Michelle Muniz
- State of the City Program Meeting (4/6) – Marisol Vidales
- Mercedes Historic Preservation Commission Meeting (4/11) – Marisol Vidales & Michelle Muniz

Trainings

- Planning and Writing a Grant Proposal – The Basics (4/12) – Michelle Muniz
- Banish the Blahs: Build User-Focused Content (4/19) – Marisol Vidales
- A Proactive Approach to Public Library Support for Youth Mental Health (4/19) – Michelle Muniz
- Building a Data Dashboard to Measure Community Outreach and Engagement (4/19) – Michelle Muniz
- Support Your Local Library: How to Ask for Free Stuff (4/19) – Michelle Muniz
- Engaging Teen Volunteers (4/19) – Michelle Muniz
- Leamos juntos! Supporting Bilingual Instruction in the Elementary Library (4/19) – Frank Rivas
- General Session I featuring Gretchen Rubin (4/20) – Marisol Vidales & Frank Rivas
- Supporting an Equitable and Sustainable City (4/20) – Marisol Vidales
- Outreach is Reaching Out: Bookmobiles, Lobby stops, Pop-Up Libraries and More (4/20) – Marisol Vidales

- Beyond Books: Creating a Community-centric Model of Service (4/20) – Marisol Vidales & Frank Rivas
- How to Compassionately and Confidently Handle Problematic Behavior (4/20) – Michelle Muniz
- Don't Break In Case of Emergency: The Public Library, Security & Emergency Management (4/20) – Michelle Muniz
- Flying Off the Shelves: Graphic Novels That Entice (4/20) – Michelle Muniz
- De-escalation (4/20) – Michelle Muniz
- A Seat at the Table: Strategies (4/21) – Marisol Vidales
- How to Be A Digital Navigator in Your Community (4/21) – Marisol Vidales
- Magic Spells: Haptically- Enhanced Multisensory Digital Learning (4/21) – Michelle Muniz
- Let's Talk About It: Developing Training Programs for Difficult Topics (4/22) – Michelle Muniz
- Strategic Foresight for Libraries in Digital Inclusion and Digital Equity (4/22) – Michelle Muniz
- Ditch the Dewey! How to Transform Your Nonfiction Collection (4/22) – Marisol Vidales
- General Session III featuring Deborah Roberts (4/22) – Marisol Vidales & Michelle Muniz
- FY 2023 Interlibrary Loan Lending Reimbursement Program Overview for Texas Library (4/26) – Isabel Mendoza & Marisol Vidales
- E-Rate Systems Consolidation: Kick-Off Webinar (4/27) – Marisol Vidales
- Libraries Connecting Texas Webinar (4/27) – Marisol Vidales

Events/Programming

Adult Programming

- Computer Basics Class (4/9) – The class curriculum is taught by Digital Navigators Tristan Garza & Anthony Cardenas.
Adults: 5
- Computer Basics Class (4/13) – The class curriculum is taught by Digital Navigators Tristan Garza & Anthony Cardenas.
Adults: 5
- Essential Software Skills Class (4/13) – The class curriculum is taught by Digital Navigators Tristan Garza & Anthony Cardenas
Adults: 10
- Essential Software Skills Class (4/20) – The class curriculum is taught by Digital Navigators Tristan Garza & Anthony Cardenas.
Adults: 8
- Computer Basics Class (4/25) – The class curriculum is taught by Digital Navigators Tristan Garza & Anthony Cardenas
Adults: 4
- Essential Software Skills Class (4/27) – The class curriculum is taught by Digital Navigators Tristan Garza & Anthony Cardenas
Adults: 8

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

- Toddler Time (4/11)
Toddlers: 4 Adults: 3
- Craft Time (4/13) – Hosted by Behavioral Health Solutions of South Texas
Toddlers: 2 Children: 1 Adults: 2

The art classes are taught and sponsored by volunteer Diane Roman-Goldsberry.

- Art class for ages 6-9 (4/3)
Children: 5
- Art class for ages 10-12 (4/5)
Children: 3

Outreach – The library visits and participates in different festivals & events outside of library grounds to promote library services.

- La Merced Homes Spring Community Fair (4/5) – Frank Rivas & Leticia Zamora
Toddlers: 8 Children: 55 Teens:12 Adults: 12
- Easterseals RGV Roll & Read Event (4/15) – Frank Rivas
Toddlers:55 Children: 60 Adults: 68

Events

- Easter Egg Hunt (4/1) – The library planned and coordinated the event.
General Attendance: 430
- Recognition of Comm. Howell by Congressman Vincente Gonzalez (4/4) – Marisol Vidales & Frank Rivas
- Food Distribution (4/12) – Tristan Garza
- Public Libraries Roundtable Event (4/20) – Marisol Vidales, Michelle Muniz & Frank Rivas
- Mercedes Historic Preservation Commission Presentation for Mercedes Leadership Class (4/28) – Marisol Vidales

Other Projects/Duties

Café

- We sold 491 individual items for the 18 days that we were open and we made \$1,898.96 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. At the start of February, the Library has temporarily taken over the duties of all social media & website updates for the City.)

- Created 1 newsletter which was for New Book Arrivals.
- Created a total of 78 flyers for the Library, Café, City, and HCLS.

- Posted 243 items for the library, 60 for the café, 76 for the city, and 1 for HCLS across all three platforms.
- Responded to 2 library direct messages and 3 café direct messages.
- A total of 18 updates were done to the city website.
- Updated the Library banner on Facebook and Twitter to reflect monthly observances.
- Created 2 book rivers on TLC Catalog to honor monthly observances highlighting our collection, which were: National Month of Hope & National Poetry Month
- Created 3 shelves in cloudLibrary in honor of monthly observances highlighting our collection, which were: Spring into Action, Look Up At The Sky and A Poem A Day.
- Created 2 book displays in the adult section for the month of April: National Pet Day & National Humor Month
- Created 2 book displays in the Juvenile area to honor monthly observances highlighting our collection, which were: National Poetry Month and National Keep America Beautiful Month.

Administration/Collection Management/Development

- Our Senior Cataloger continued working on Navigator project and estimates she is 35% complete.
- Reviewed, revised, and updated our interview questions and interviewed a total of 8 candidates for our two part-time positions. Two candidates were selected and submitted to HR. They began on April 24th and received orientation and started their training in the café.
- Gathered statistics, expenditures, grant allocations and other information in order to complete and submit the Texas State Library and Archives Commission yearly report for accreditation purposes.
- Connected with Claudia Martinez Gray, Director of Education at IMAS, and exchanged donations. We received educational resources for the library and we provided 50 adult books for their member night. Also secured a presentation for our children in July.
- Coordinated and managed the Easter Egg Hunt for the city on April 1st. Estimated an attendance of 430 which were a mix of toddlers, children, teens and adults. Worked with various volunteer groups that day to hand out food, provide Easter bunny photos, conduct games for the children, supervise rides, and of course hold 3 separate egg hunts.
- Continued working on the State of the City with the City Secretary by reviewing and continuing to suggest edits to the videos from BrandGeniuz, working on the talking points for the Mayor, working on the program for the event, assisting with the guest list and delivery of invitations, and seating chart for the event.
- Worked on collection development and made selections for easy juvenile material, teen, and adult fiction and non-fiction through Ingram and preview boxes while also considering bestselling books, award winning titles and patron requests.
- Assistant Library Director, Michelle Muniz, submitted her presentation for the Texas Library Association Conference regarding the Digital Navigator program and the grant we managed. She presented on the panel on April 21st.
- As Historic Preservation Officer I created the welcome manual for Gabriel Ozuna our new Historian for the Mercedes Historic Preservation Commission. I also obtained information on 323 S. Ohio Ave. from Mr. Ozuna which was shared with ERO Architect, Brian Godinez. Both Mr. Ozuna and Mr. Jodie Oliver Martinez

researched 300 and 337 S. Missouri Avenue and that information was added to our MHPC Google Drive for our historically designated properties. I also prepared the agenda for our meeting regarding various pending grant applications for three historical properties and the review of one permit application for 224 S. Texas Ave. I communicated on various occasions with Crystal Newton the new owner of 300 S. Missouri regarding the historical designation, the grant process, and exterior work regarding the property. I also was in regular communication with Mr. Heriberto Martinez regarding his 224 S. Texas permit application to attempt to determine the color and style of the metal awning he was attempting to add. Finally, I prepared a presentation regarding MHPC for the Leadership Mercedes class and had two board members assist with the presentation on April 28th.

- The Assistant Library Director, Michelle Muniz, continued working on the quotations for the office pods that Urban County will be purchasing. All 3 quotations were submitted along with W9's of the vendors. The purchasing process is now with Urban County.
- Responded to another Program Integrity Assurance review question for the Emergency Connectivity Funds which are supplying our hotspots for circulation and students.
- Met with various vendors at TLA including Bibliocommons and Polaris to discuss a new ILS system for HCLS. We also met with our RFID vendor, Envisionware, and asked further questions about installation and project. We also collected over 86 books for free to add to our collection or to giveaway as prizes.
- Prepared and submitted two city commission agenda items regarding agreements with Unidos Contra Diabetes and Mercedes Special Education Cooperative.
- Continued working on the Summer Reading Program with the Children's Library Aide and contacting presenters, selecting prizes, determining celebration activities, and more. The program will begin on June 5th. Everything will be finalized by May 19th.

Dr. Hector P. Garcia Memorial Library Statistical Report

Apr-23

Circulation	2023	2022
Check-Outs & Renewals:	500	589
Year to Date Total:	4,128	4,193
In-House Book Circulation:	108	89
Year to Date Total:	955	790
In-House Magazine Circulation:	12	15
Year to Date Total:	117	157
In-House Newspaper Circulation:	80	39
Year to Date Total:	295	282
New Borrowers:	21	10
Year to Date Total:	176	120

Book & Media Donations	2023	2022
Donations Received:	86	286
Year to Date Total:	681	416
Donations Selected:	46	19
Year to Date Total:	57	70

Computer Sessions	2023	2022
Adult Lab Sessions:	380	361
Year to Date Total:	664	679
Juvenile Lab Sessions:	70	11
Year to Date Total:	477	115
WiFi:	1,107	3169
Year to Date Total:	19,299	20,807

Reference Assistance	2023	2022
By Phone:	70	120
Year to Date Total:	625	733
In-Person:	85	61
Year to Date Total:	478	626

Meeting Room Sessions	2023	2022
Sessions:	41	45
Year to Date Total:	237	169

Digital Resources	2023	2022
cloudLibrary Checkouts:	7502	7366
Year to Date Total:	52516	48835
NewsStand Checkouts:	262	187
Year to Date Total:	2347	1443

Reference Services	2023	2022
Directional/Basic Questions:	76	51
Year to Date Total:	389	441
Research Questions:	23	24
Year to Date Total:	145	207
Computer Questions:	23	20
Year to Date Total:	153	248
Fax Assistance:	189	84
Year to Date Total:	542	376
Copy Assistance:	3000	70
Year to Date Total:	3,265	526
Scan Assistance:	80	11
Year to Date Total:	122	70
Print Outs:	45	34
Year to Date Total:	10790	6772

Technical Services	2023	2022
New Items Added:	145	48
Year to Date Total:	1567	556
Items Processed:	105	19
Year to Date Total:	550	434
Items Withdrawn:	162	0
Year to Date Total:	369	185
Items Recataloged:	117	161
Year to Date Total:	398	517
Items Repaired:	7	25
Year to Date Total:	35	41

Interlibrary Loans (ILL's)	2023	2022
Items Requested:	53	73
Year to Date Total:	546	525
Items Sent:	33	46
Year to Date Total:	329	265

Dr. Hector P. Garcia Memorial Library Statistical Report

Apr-23

Adult Programming	2023	2022
Adult Events:	5	5
Year to Date Total:	54	10
Adults in Attendance:	40	51
Year to Date Total:	345	103
Live Views:	0	0
Year to Date Total:	0	1
Recorded Counts:	0	0
Year to Date Total:	0	0

Toddler Programming	2023	2022
Children Events:	1	2
Year to Date Total:	4	16
Children in Attendance:	4	1
Year to Date Total:	9	9
Adults in Attendance:	3	2
Year to Date Total:	6	4
Live Views:	0	8
Year to Date Total:	0	29
Recorded Views:	0	28
Year to Date Total:	0	243

Outreach Programming	2023	2022
Events:	2	2
Year to Date Total:	14	7
Toddlers in Attendance:	63	17
Year to Date Total:	140	30
Children in Attendance:	115	141
Year to Date Total:	706	168
Teens in Attendance:	12	0
Year to Date Total:	224	0
Adults in Attendance:	80	0
Year to Date Total:	488	193

Teen Programming	2023	2022
Teen Events:	0	1
Year to Date Total:	3	15
Teens in Attendance:	0	25
Year to Date Total:	16	71
Live Views:	0	0
Year to Date Total:	0	0
Recorded Counts:	0	0
Year to Date Total:	0	0

General Programming	2023	2022
Events:	1	3
Year to Date Total:	5	6
Toddlers in Attendance:	53	9
Year to Date Total:	93	11
Children in Attendance:	177	211
Year to Date Total:	286	254
Teens in Attendance:	68	20
Year to Date Total:	89	23
Adults in Attendance:	132	109
Year to Date Total:	216	135
Live Views:	0	0
Year to Date Total:	0	0
Recorded Views:	0	0
Year to Date Total:	0	0

Reading Programs	2023	2022
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	2023	2022
Children Events:	3	2
Year to Date Total:	34	29
Children in Attendance:	11	0
Year to Date Total:	250	45
Adults in Attendance:	2	0
Year to Date Total:	79	18
Live Views:	0	7
Year to Date Total:	5	48
Recorded Views:	0	2
Year to Date Total:	260	593

Volunteer Hours	2023	2022
Total:	227.25	162
Year to Date Total:	1295	1497.25

Dr. Hector P. Garcia Memorial Library Statistical Report

Apr-23

Curbside Services	2023	2022
Curbside Café:	9	41
Year to Date Total:	98	201
Curbside Circulation:	1	2
Year to Date Total:	9	23
Curbside Crafts:	0	0
Year to Date Total:	0	65
Curbside Other Services:	0	1
Year to Date Total:	12	27

Café Visits	2023	2022
Visits:	505	481
Year to Date Total:	3866	2759

Café Sales	2023	2022
Net Sales:	\$ 1,747.52	\$ 1,853.25
Year to Date Total:	\$ 11,035.60	\$ 13,329.31
Sales Tax:	\$ 144.14	\$ 152.81
Year to Date Total:	\$ 910.52	\$ 1,083.91

Library Visits	2023	2022
Visits:	2,270	2008
Year to Date Total:	13,541	13,022

Social Media	2023	2022
Library Posts:	243	126
Year to Date Total:	1631	1430
Library DMs:	2	1
Year to Date Total:	31	10
Cafe Posts:	60	6
Year to Date Total:	354	208
Café DMs:	3	0
Year to Date Total:	3	1
City Posts:	74	1
Year to Date Total:	267	60
City DMs:	1	0
Year to Date Total:	3	22
Videos Created:	0	0
Year to Date Total:	2	10
Website Updates:	18	14
Year to Date Total:	144	102
HCLS Posts:	1	1
Year to Date:	17	15

**CITY SECRETARY'S OFFICE 2023
ANNUAL REPORT**

TYPE	JAN. 2023	FEB. 2023	MAR. 2023	APR. 2023	MAY. 2023	JUN. 2023	JUL. 2023	AUG. 2023	SEPT. 2023	OCT. 2023	NOV. 2023	DEC. 2023	YTD Total
CITY SECRETARY													
Agenda													
Reg./Special/Wkshp	1	2	3	1									7
Minutes													
Reg./Special	1	2	3	1									7
Ordinances	0	2	2	0									4
Resolutions	1	6	1	3									11
Contracts	2	5	1	0									8
Bids	0	0	1	0									1
PERMITS													
Sound/Dance	3	3	2	1									9
TABC	0	0	3	0									3
VITAL STATISTICS													
Filing w. State	4	4	4	6									18
Issuing Birth	28	29	24	17									98
Issuing Death	2	19	2	1									24
RISK MANAGEMEN													
Vehicle Claims	3	0	1	0									4
Liability Claims	6	4	2	1									13
OPEN RECORDS													
Received	58	52	42	44									196
Responded	53	42	38	36									169
HUMAN RESOURCE													
New Hires	1	5	0	3									9
Resignations	5	2	4	4									15
Retirements	0	0	0	0									0
Workers Comp	3	0	2	1									6

Significant Comments:

Renewed Contracts with David Gorena

Prepared for the State of the City Address held April 20, 2023

Turned in the State Report for Vital Records April 27, 2023

Joselynn Attended the Logic & Accuracy Test for Elections April 5, 2023

Video shoots for the State of the City Presentation April 3, 2023