



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

Commissioner Jacob Howell  
Commissioner Ruben Saldana  
City Manager Alberto Perez

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MERCEDES CITY COMMISSION  
REGULAR MEETING  
SEPTEMBER 6, 2022 – 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 forty-five minutes with individual presentations limited to a maximum of five minutes. The City Commission can take no formal action on any city related matter discussed during the open forum. Persons who wish to participate in this portion of the meeting shall sign up as they arrive, indicating the topic about which they wish to speak. No one will be able to sign up **AFTER 6:20 PM**. The information required for signing up must be completed by that time. No public comments will be allowed during any agenda item unless recognized by the Mayor or if the item requires a public hearing. State your name and address before beginning your presentation.

There can be no comments about specific employees. By Charter, the City Manager is exclusively given authority over personnel matters, including complaints against city personnel. All complaints against city personnel will be addressed pursuant to Mercedes Personnel Policies.

Comments must not be repeated and the Commission is not required to answer any question from the public. Any person who decides to directly question any member of the City Commission will be asked to discontinue their comments. The City Secretary's office representative will be responsible for notifying each presenter that their five-minute time limit has expired.

6. **Presentations:**
  - a. Recognition of the Mercedes Enterprise.
  - b. Utility Assistance Program.
7. **Consent Agenda:** *(All matters listed under Consent Agenda are considered to be routine by the Governing Body and will be enacted by one motion. There will be no separate discussion of these items; however, if discussion is desired, that item(s) will be removed from the Consent Agenda and will be considered separately.)*
  - a. Approval of Minutes for Meeting(s) held August 16, August 17 & August 18, 2022
  - b. Second and Final Reading of Ordinance No. 2022-16 to Rezone Mercedes Original Townsite Lot 24 Blk 69 from Class “B” Two Family to Class “C-1” Apartment District; Applicant: Cynthia P. Gamez
  - c. Second and Final Reading of Ordinance No. 2022-17 Prohibiting the Processing, Storage, Application, Disposal and Treatment of Municipal Solid Waste and Wastewater
  - d. Second and Final Reading of Ordinance No. 2022-18 amending the City of Mercedes Subdivision Ordinance.
8. **City Manager Comments:**
  - a. Update on the status of the Capital Improvement Plan and Master Parks Plan.
9. **Management Item(s):** *Present, Discuss, Consider, and Possibly Take Action Regarding:*
  - a. Public Hearing on FY 2022-2023 Tax Rate
  - b. Public Hearing on FY 2022-2023 Budget.
  - c. FY 2022-2023 DCM Budget
  - d. Reinstatement of Keep Mercedes Beautiful Committee Members
10. **Bids/Contracts:** *Present, Discuss, Consider, and Possibly Take Action Regarding:*
  - a. Directing City Manager and Legal to finalize contract with Televon IT Services (City Manager)
  - b. Approval of the Waterline Access Agreement between North Alamo Water Supply Corporation and the City of Mercedes for El Dorado Subdivision. (ACM)
11. **Executive Session:** *Chapter 551, Texas Government Code, Section 551.071 (Consultation with Attorney), Section 551.072 (Deliberation regarding Real Property), Section 551.074 (Personnel Matters) and Section 551.087 (Economic Development)*
  - a. Discussion regarding personnel matters – Section 551.074
  - b. Consultation with Attorney regarding legal updates – Section 551.071 (Troiani & Sossi)

- c. Update on Projects regarding Economic Development and Real Property – Section 551.087 & 551.072

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

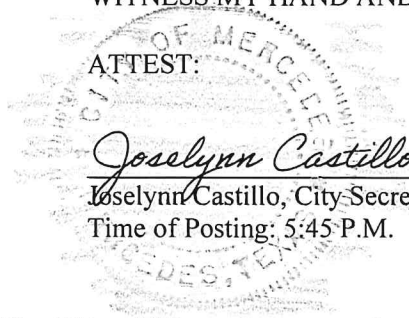
- a. Item A from Executive Session
- b. Item B from Executive Session
- c. Item C from Executive Session

**13. Adjournment**

Notice is hereby given that the City Commissioners of the City of Mercedes, Texas will meet in a ***Regular Meeting*** on Tuesday, September 6, 2022 at 6:30 P.M. Said meeting will be conducted in the Commission Chambers of the City Hall located at 400 S. Ohio, Mercedes, Texas for the purpose of considering and taking formal action regarding the items listed above. This notice is given in accordance with Vernon's Texas Codes Annotated, Texas Government Code, Section 551.001 et. Seq.

WITNESS MY HAND AND SEAL OF THE CITY THIS THE 2<sup>ND</sup> DAY OF SEPTEMBER, 2022.

ATTEST:

  
*Joselynn Castillo*  
\_\_\_\_\_  
Joselynn Castillo, City Secretary  
Time of Posting: 5:45 P.M.

**ACCESSIBILITY STATEMENT**

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

**MERCEDES CITY COMMISSION  
REGULAR MEETING  
AUGUST 16, 2022 – 6:30 P.M.  
MERCEDES CITY HALL – COMMISSION CHAMBERS**

<b>MEMBERS PRESENT:</b>	Oscar D. Montoya Sr.	Mayor
	Joe Martinez	Mayor Pro-Tem
	Jacob Howell	Commissioner
	Armando Garcia	Commissioner
	Ruben Saldana	Commissioner (webex)

<b>STAFF PRESENT:</b>	Alberto Perez	City Manager
	Martie Garcia Vela	City Attorney
	Joselynn Castillo	City Secretary
	Nereida Perez	Finance Director
	Joaquin Hernandez	Public Works Director
	Ervin Vilchis	IT Liason
	Pedro Estrada	Police Chief
	Javier Ramirez	Asst. City Manager
	Martin Johnson	Asst. Rec. Director
	Kristine Longoria	Human Resources
	Javier Campos	Fire Chief

**OTHERS PRESENT:** Axel Vallejo, Brianna Casares, Francisco Sanchez,

**1. CALL MEETING TO ORDER**

Mayor Montoya welcomed everyone and called the meeting to order at 6:30 P.M.

**2. ESTABLISH QUORUM**

Three members of the Commission were present which constitutes a quorum. Commissioner Saldana was present through the webex application. Mayor Pro-Tem Martinez arrived after the pledge of allegiance.

**3. INVOCATION**

Mayor Montoya said the invocation.

**4. PLEDGE OF ALLEGIANCE**

Commissioner Garcia led the Pledge of Allegiance.

**5. OPEN FORUM-**

No one signed up for Open Forum. Mayor Montoya sent condolences to the families of Coach Mike Gonzalez and Officer John J. Vega.

**6. PRESENTATIONS:**

**a. Recognition of the Mercedes Enterprise.**

Mayor Pro-Tem Martinez motioned to postpone to the next meeting. Commissioner Garcia seconded. Upon a called vote, the motion passed unanimously.

**7. CONSENT AGENDA:**

**a. Approval of Minutes for Meeting(s) held August 2, 2022**

Mayor Pro-Tem Martinez motion to approve the item under consent agenda. Commissioner Garcia seconded. Upon a called vote, the motion passed unanimously.

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

**a. First reading of Ordinance No. 2022-16 to Rezone Mercedes Original Townsite Lot 24 Blk 69 from Class “B” Two Family to Class “C-1” Apartment District; Applicant: Cynthia P. Gamez (ACM)**

**b. First Reading of Ordinance No. 2022-17 Prohibiting the Processing, Storage, Application, Disposal and Treatment of Municipal Solid Waste and Wastewater. (ACM)**

Mayor Pro-Tem Martinez motioned to approve the first reading of ordinances 2022-16 and 2022-17. Commissioner Garcia seconded. Upon a called vote, the motion passed unanimously.

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

**a. Budget Amendment request to Transfer Three (3) Planning Department Positions to the Public Works Department. (Public Works)**

Mayor Pro-Tem Martinez motioned to approve the transfer. Commissioner Garcia seconded. Mr. Hernandez informed the Commission of the transfer. The three positions are budgeted and overseen by public works. He stated one position is going to streets department and the other two are going to building maintenance. Upon a called vote, the motion passed unanimously.

**b. Vote on Proposed Tax Rate for 2022**

Ms. Perez addressed the Commission regarding the proposed tax rate. The City is proposing to keep the tax rate the same. Ms. Perez stated the M&O and debt rate will be shifting rates. Commissioner Howell made a motion to approve. Mayor Pro-Tem Martinez seconded. The general fund and M&O fund will fund the projects for the departments. The I&S fund is used to pay the \$2.1 Million debt from property tax supported debt. At a question, Mr. Perez stated the city is on track with the budget and will be eliminating some of the debt this year. Commissioner Saldana asked for the I&N rate. Ms. Perez stated the rate fluctuates every year but does not expect it to decrease from the 30% rate. Mayor Montoya stated that the staff worked hard to bring the budget down to keep the tax rate at the same rate. Commissioner Saldana stated that in order to keep the city in good shape, the city must continue borrowing but are used for long term investments. Commissioner Saldana stated that the city is at a lower tax rate from 15 years ago. Upon a called vote, the motion passed unanimously. Mr. Perez stated it's a team effort and will soon see the benefits in growth.

**c. Directing City Manager to update the City, School and Neighborhood maintenance initiative. (CM)**

Mr. Perez had provided a concept before to update the maintenance of streets, sidewalks and walkways for the kids going back to school. Commissioner Howell wants to make sure that the areas are cleaned and patrol is more active for the school year. Commissioner Saldana would like the sidewalks to be repainted. Mayor Pro-Tem Martinez motioned to approve. Commissioner Howell seconded. Upon a called vote, the motion passed unanimously.

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

**a. Approval of Interlocal Agreement between Mercedes Independent School District and the Mercedes Police Department. (PD)**

Mayor Pro-Tem Martinez made a motion to approve. Commissioner Howell seconded. Commissioner Howell explained that partnership will update from having two school resource officers to five resource officers. Commissioner Howell commended the Police Department for working with the School district on the active shooter training. Upon a called vote, the motion passed unanimously.

**b. Interlocal Agreement between the City of Mercedes and the City of Weslaco for Animal Care Services.**

Mr. Perez informed the Commission that this is a renewal and has two changes on the fees for impoundment and the deceased animal fee has increased. Mayor Pro-Tem Martinez motioned to approve. Commissioner Garcia seconded. Commissioner Howell asked for other option and the cost for the city to have the services. Mr. Perez stated the requirements to have the shelter at the city and is currently not in the books for Mercedes. Mayor Montoya stated to look at the option of providing spay and neuter for a fee in order to return the animals to the owners. The Commission stated that education is key. Upon a called vote, the motion passed 4 to 1. Commissioner Howell voted against.

**c. Approval of Memorandum of Understanding (MOU) Addendum between the Children's Advocacy Center of Hidalgo and Starr Counties and the Mercedes Police Department. (PD)**

Police Chief Estrada stated the changes of the MOU are just the signature. Mayor Pro-Tem Martinez motioned to approve. Commissioner Howell seconded. Upon a called vote, the motion passed unanimously.

**d. Entering into Contract for Engineering Services (CM)**

Mr. Perez stated that the City is growing and there is a higher need to keep up with the demands of the customers. Mr. Ramirez stated the city went out for engineering services. He stated 19 firms submitted and provided the commission with a list of the engineer's staff are recommending. Mr. Fred Resendez

from Freese and Nichols provided a brief description of their company. Mr. Richard Correa from Garver specialty water and wastewater and municipal service. Casa Engineering Mr. Juan Vigilio Garcia Civil and Surveying Associates, his background is water and wastewater. Mr. Guzman and Munoz provided a short history of his work, B2Z, David Rivera specializes in roadway, drainage, construction management, and geotechnical services. Mayor Pro-Tem Martinez motioned to move forward with the recommended engineering on rotation. Commissioner Howell seconded. Commissioner Howell stated the city wants to get things done. Mayor Montoya stated some of the biggest complaints was that it took forever to do business here. He added that the engineers should be putting the pressure to keep moving projects forward. Upon a called vote, the motion passed unanimously.

#### **11. Departmental Monthly Reports:**

Police Dpt., Public Works, Library, Planning, Finance/Municipal Court, City Secretary/HR/PIO, Fire

The Department reports were included for the Commission to review. No action required.

Mayor Montoya called the meeting into executive session at 7:17 P.M.

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

- a. Discussion regarding Project Lopez – Section 551.087
- b. Discussion regarding Projects Update from DCM– Section 551.087
- c. Consultation with Attorney regarding legal requirements for school safety and police department requirements – 551.071
- d. Discussion regarding Project Updates from the City – Section 551.087
- e. Consultation with Attorney regarding ETJ legal requirements – Section 551.071

Mayor Montoya called the meeting back to order at 9:22 P.M.

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

##### **a. Item A from Executive Session**

Mayor Pro-Tem Martinez motioned to proceed as discussed in executive session. Commissioner Garcia seconded. Upon a called vote, the motion passed unanimously. Mayor Pro-Tem Martinez rescinded his previous motion and motioned to approve the DCM loan in the amount of \$85,260 with a 3% interest rate advertised for 15 years. Commissioner Garcia seconded. Upon a called vote, the motion passed unanimously.

##### **b. Item B from Executive Session**

No action was taken on this item.

##### **c. Item C from Executive Session**

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

##### **d. Item D from Executive Session**

No action was taken on this item.

##### **e. Item E from Executive Session**

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

#### **14. Adjournment**

Mayor Montoya adjourned the meeting at 9:25 P.M.

**MERCEDES CITY COMMISSION  
SPECIAL MEETING  
AUGUST 17, 2022 – 6:00 P.M.  
MERCEDES CITY HALL – COMMISSION CHAMBERS**

<b>MEMBERS PRESENT:</b>	Oscar D. Montoya Sr. Joe Martinez Armando Garcia Ruben Saldana	Mayor Mayor Pro-Tem Commissioner Commissioner (webex)
<b>MEMBERS ABSENT:</b>	Jacob Howell	Commissioner
<b>STAFF PRESENT:</b>	Alberto Perez Martie Garcia Vela Joselynn Castillo Javier Ramirez Ervin Vilchis Axel Vallejo Brianna Casares	City Manager City Attorney (webex) City Secretary Asst. City Manager IT Liaison Executive Admin Public Information Officer

**1. CALL MEETING TO ORDER**

Mayor Montoya called the 6:00 meeting to order at 6:30 p.m.

**2. ESTABLISH QUORUM**

Four members of Commission were present which constitutes a quorum. Commissioner Saldana was present via webex. Commissioner Howell absent.

**3. INVOCATION**

Mayor Pro-Tem Martinez said the invocation

**4. PLEDGE OF ALLEGIANCE**

Mayor Montoya led the Pledge of Allegiance.

**5. OPEN FORUM**

No citizen signed up for open forum.

**6. ORDINANCES/RESOLUTIONS: *Present, Discuss, Consider, and Possibly Take Action Regarding:***

**a. Public Hearing and First reading of Ordinance 2022-18 amending the City of Mercedes Subdivision Ordinance.**

Mr. Ramirez stated the ordinance is to extend the subdivision rules and plat rules into the city's ETJ to help control the development. There is a change in the street standards to eliminate dead ends and cul-de-sacs to make it easier for emergency services and include looping water lines. These changes will help prepare the adjacent properties for connection. Mayor Montoya opened the public hearing at 6:33 P.M. There were no comments from the public. Mayor Montoya closed the public hearing at 6:38 P.M. Mayor Pro-Tem Martinez motioned to approve. Commissioner Garcia seconded. Upon a called vote, the motion passed unanimously.

**7. ADJOURNMENT**

Mayor Pro-Tem Martinez motioned to adjourned. Commissioner Garcia seconded. Upon a called vote, the motion passed unanimously. The meeting adjourned at 6:39 P.M.

**MERCEDES CITY COMMISSION  
WORKSHOP MEETING  
AUGUST 18, 2022 – 6:30 P.M  
MERCEDES CITY HALL – COMMISSION CHAMBERS**

<b>MEMBERS PRESENT:</b>	Oscar D. Montoya Sr. Joe Martinez Ruben Saldana Armando Garcia	Mayor Mayor Pro-Tem Commissioner Commissioner
<b>MEMBERS ABSENT:</b>	Jacob Howell	Commissioner
<b>STAFF PRESENT:</b>	Alberto Perez Joselynn Castillo Javier Ramirez Nereida Perez Joaquin Hernandez Javier Campos Kristine Longoria Marisol Vidales Ervin Vilchis Martin Johnson	City Manager City Secretary Asst. City Manager Finance Director Public Works Director Fire Chief Human Resources Library Director IT Director Asst. Rec. Director

**OTHERS PRESENT:** Axel Vallejo, Meredith Hernandez, Isidro Alvarado, Erika Noriega, Ricardo Castillo, Adrian Saucedo, Juan Vega Jr., Nicholas Vallejo, David Mena, Rodolfo Zuniga, Samuel Ochoa, Albert Agueros, Jose Celedon, Antonio Gonzalez, Guillermo Ramos, Ysidro Lopez, Jesus Tamez, Aaron Villarreal, Francisco Sanchez, Jose Hernandez

**1. CALL MEETING TO ORDER**

Mayor Montoya welcomed everyone and called the meeting to order at 6:30 P.M.

**2. ESTABLISH QUORUM**

Four members of the Commission were present which constitutes a quorum. Mayor Pro-Tem Martinez arrived at 6:44 P.M. Commissioner Howell was absent.

**3. INVOCATION**

Mayor Montoya said the invocation.

**4. PLEDGE OF ALLEGIANCE**

Juan Vega Jr. led in the Pledge of Allegiance.

Mayor Montoya took some time to thank the Public Works Department for their hard work.

**5. OPEN FORUM**

- Mr. Ricardo Castillo stated that promises were made for wages. Equipment has been purchased but the raise has not happened. Mr. Castillo stated that he has been employed with the City of Mercedes for 17 years and some employees are making more than him. Mr. Castillo asked for the Commission to make the employees proud.
- Mr. Adrian Saucedo, utilities supervisor, stated that there is an employee that's been here for 40 years that is earning less than \$11.00 per hour. He added that cost of living has gone up and the employees travel from other cities to work in Mercedes. Mr. Saucedo asked the

Commission for increases for laborers and for standby. Mr. Saucedo stated that the public works staff deserve a raise.

- Mr. Joshua Gallegos, the past 14 years the public works department has only been given small raises. He stated the Public Works department work long hours, and help at all the events. He added that prices and cost of living have increased. He stated that their take home is about \$500 every two weeks. The conditions are dangerous for the laborers and they deserve a raise.

**6. PRESENTATION AND DISCUSSION REGARDING PROPOSED BUDGET FOR FY 2022-2023.**

Mr. Perez stated that the current budget is a work in progress but have balanced the budget. Five a/c units are currently out that were not foreseen for this year. Ms. Perez stated that 22% of revenue is from sales tax. The city is relying on new development as property tax is not increasing. The City is working to build up the cash reserves. The budget started with a \$1.8 Mil shortfall. Ms. Perez stated that 13 departments have an increase, the requested amount was at \$12 Million and increased to \$14.1 Million. Sales tax is budgeted at a 3% increase which is conservative. Property tax will not go into effect until the next year. Commissioner Saldana stated its good to plan conservatively and receive more. Mr. Perez stated that the fund policy and investment policy was passed and there is currently \$3.9 mil in reserves. The reserves are required to have a minimum of 90 operational days.

Mayor Montoya stated that raises are permanent and the city finally has a plan. There is a proposed increase. Ms. Perez stated there was an increase on license and permits fees and the city used to collect \$200K to 500K and are now up to \$1.8 mil. General fund was subsidizing the utility fund and this year the utility fund will be paying back to the general fund approximately \$300K. Mayor Montoya stated that the changes are to level the employees. The budget for street repair was \$150k last fiscal year and requested the same amount for the next fiscal year. Mayor Pro-Tem Martinez asked if streets are also allocated for sidewalks. Mr. Hernandez stated that sidewalks is not budgeted and there's no personnel to work on the sidewalks. Mr. Hernandez stated that only one person can do concrete work. The Commission stated to look into including a plan for sidewalk repairs.

Mayor Pro-Tem Martinez motioned to go into executive. Commissioner Garcia seconded. Upon a called vote, the motion passed unanimously. The Commission went into executive session at 7:06 p.m.

Mayor Montoya called the meeting back to order at 8:05 p.m.

The Commission would like to add two employees to streets, one executive admin, and three School resource officers and would like to bring back at the next meeting a line items for sidewalks.

**7. ADJOURNMENT.**

Mayor Pro-Tem Martinez motioned to adjourn. Commissioner Garcia seconded. Upon a called vote, the motion passed unanimously. The meeting was adjourned at 8:10 p.m.

**ORDINANCE NO. 2022- 16**

**AN ORDINANCE CHANGING THE CLASSIFICATION FOR ZONING PURPOSES OF THE FOLLOWING TRACT OF LAND:  
MERCEDES ORIGINAL TOWNSITE LOT 24 BLK 69, FROM CLASS “B” TWO FAMILY RESIDENCE TO CLASS “C-1” APARTMENT DISTRICT;  
PROVIDING FOR A SAVINGS AND REPEAL CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on the 1<sup>st</sup> day of August, 2022 a public hearing was held for the purpose of hearing any objections as to why: Mercedes Original Townsite Lot 24 Block 69, Mercedes, Hidalgo County, Texas, should be rezoned and classified as follows: from a Class “B” Two Family Residence to a Class “C-1” Apartment District.

**WHEREAS**, the City Commission at its Regular Meeting of August 16<sup>th</sup> , 2022, having considered the rezoning of the above-described property as listed in the foregoing section and having heard the pros and cons as to such rezoning request, is of the opinion that the aforementioned rezoning is in the best interest of the City of Mercedes, Texas.

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

**Section 1:** MERCEDES ORIGINAL TOWNSITE LOT 24 BLOCK 69, FROM “B” TWO FAMILY RESIDENCE TO CLASS “C-1” APARTMENT DISTRICT, Mercedes, Hidalgo County, Texas, should be rezoned and classified as follows: from a Class “B” Two Family Residence to a Class “C-1” Apartment District.

**Section 2:** That the aforementioned rezoning of the above property be incorporated into the official map of the City of Mercedes, Texas by the City Planner of said City.

**Section 3:** That if any provision, section, subsection, phrase, paragraph, sentence, clause or portion of this Ordinance shall for any reason be declared invalid, such invalidity shall not affect the remaining provisions of this Ordinance or their application of persons or sets of circumstances and to this end, all provisions of this Ordinance or parts of Ordinances in conflict herewith are hereby repealed.

**Section 4:** This Ordinance shall become and be effective in accordance with the City Charter of the City of Mercedes, Texas and the laws of the State of Texas.

**PASSED, APPROVED AND ADOPTED ON FIRST READING THIS THE 16<sup>th</sup> DAY OF AUGUST 2022.**

**PASSED, APPROVED AND ADOPTED ON SECOND READING THIS THE 6th DAY OF September, 2022.**

**CITY OF MERCEDES**

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**Oscar D. Montoya, Sr., Mayor**

**ATTEST:**

**APPROVED AS TO FORM:**

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**Joselynn Castillo**  
**City Secretary**

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**Martie Garcia Vela**  
**City Attorney**

**ORDINANCE NO.  
2022-17**

**AN ORDINANCE PROHIBITING THE PROCESSING, STORAGE,  
APPLICATION, DISPOSAL, AND TREATMENT OF MUNICIPAL  
SOLID WASTE AND WASTEWATER**

**Sec. 1. Purpose.**

The purpose of this Ordinance is to protect, preserve and promote public health, safety and welfare and the environment by prohibiting within the City of Mercedes the processing, storage, application, disposal, and treatment of municipal solid waste and wastewater.

**Sec. 2. Definitions.**

For the purposes of this Ordinance, the following words, terms and phrases shall have the meanings respectively ascribed to them by this section, except where the context clearly indicates a different meaning:

a) *“Application”* shall mean the physical act of placing or spreading natural gas waste or oil waste on any road or real property located within the Town of Glastonbury.

b) *“Disposal”* shall mean the discharge, deposit, injection, dumping, spilling, leaking or placing of industrial, liquid or hazardous waste into or on land, water or the City’s Utility System.

c) *“Liquid Waste”*

d) *“Wastewater”* shall mean Industrial waste, sewage or other waste including that which may be combined with any water, ground water, surface water or storm water, whether treated or untreated.

e) *“Oil extraction activities”* shall mean all geologic or geophysical activities related to the exploration for or extraction of oil, including, but not limited, to, core and rotary drilling and hydraulic fracturing.

f) *“Oil waste”* shall mean: 1) any liquid or solid waste or its constituents that is generated as a result of oil extraction activities, which may consist of water, brine, chemicals, naturally occurring radioactive materials, heavy metals, or other contaminants; 2) leachate from solid wastes associated with oil extraction activities; and 3) any products or byproducts resulting from the treatment, processing, or modification of any of the above wastes.

**Sec. 3. Prohibitions.**

1. The processing, storage, application and treatment of municipal solid waste and wastewater, whether or not such waste has received approval for use by TCEQ (Texas Commission on Environmental Quality) or any other regulatory body, on any road or real property located within the City for any purpose is prohibited, unless operation is carried out by the City.

2. The introduction of municipal solid waste by product from the processing, storage and treatment of municipal solid waste or wastewater, including wastewater (treated or untreated), into any wastewater collection system and wastewater treatment facility within or operated by the City is

prohibited.

3. The introduction of municipal solid waste by product from the processing, storage and treatment of municipal solid waste or wastewater, including wastewater (treated or untreated), into any solid waste management facility within or operated by the City is prohibited.

4. The storage, disposal, application, sale, acquisition, handling, transfer, treatment and/or processing of municipal solid waste and wastewater from domestic septic tanks, portable toilets, domestic and commercial grease traps, and wastewater sludges activities is prohibited within the City, unless operation is carried out by the City.

**Sec. 4. Bid specifications of the City related to the construction, repair or maintenance of Town owned and/or maintained roads or real property within the Town.**

All bid specifications of the City related to either (a) the purchase or acquisition of materials by the Town to be used to construct, repair or maintain any City owned and/or maintained road or real property within the City or (b) the performance of services for the City to construct, repair or maintain any City owned and/or maintained road or real property within the City, shall include a requirement that each bidder shall provide a certification to the City in its bid response that, in connection with the bid and if it is awarded the purchase order or contract by the City, in connection with any purchase order or contract, it shall not be in violation of any provision of Section 13-52 of this Ordinance.

**Sec. 5. Fines and Penalties.**

In response to a violation of any provision of Section 13-52 of this Ordinance, the City may impose the following fines and penalties:

- A. A fine of two thousand dollars (\$2,000) for each separate offense or violation.
- B. The City is also authorized to take any other action, or exercise any other remedy or assess any other fines or penalties as may be allowed or permitted at law or in equity.
- C. Any and all remedies shall be cumulative and two or more remedies may be exercised at the same time.

**Sec. 6. Severability.**

The provisions of this Ordinance are hereby declared to be severable. If any clause, sentence, paragraph, subdivision, section or part of this Ordinance or the application thereof to any person, individual, corporation, firm, partnership, entity or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, effect or invalidate the remainder of this Ordinance, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part of this Ordinance or in its application to the person, individual, corporation, firm, partnership, entity or circumstance directly involved in the controversy in which such order or judgment shall be rendered.

**Sec. 7. Effective Date.**

This Ordinance shall become effective ten (10) days after publication in a newspaper having

substantial, continuous circulation within the City.

**PASSED AND APPROVED ON FIRST READING THIS THE 16<sup>TH</sup> DAY OF AUGUST, 2022.**

**PASSED, APPROVED, AND ADOPTED ON SECOND READING THIS THE 6<sup>TH</sup> DAY OF SEPTEMBER, 2022.**

ATTEST:

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

\_\_\_\_\_  
Oscar D. Montoya Sr., Mayor

APPROVED:

\_\_\_\_\_  
Martie Garcia-Vela, City Attorney

AN ORDINANCE AMENDING THE CITY OF MERCEDES SUBDIVISION ORDINANCE TO ENFORCE SUBDIVISION PLATS AND RULES IN THE CITY'S EXTRATERRITORIAL JURISDICTION; PROVIDING FOR PUBLICATION; PROVIDING FOR A **PENALTY NOT TO EXCEED \$2,000 PER VIOLATION THEREOF; PROVIDING FOR SEVERABILITY, AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER THEREOF.**

**WHEREAS** Section 212 of the Texas Local Government Code authorizes the City of Mercedes to adopt rules governing plats and subdivisions of land within the City's jurisdiction, including the City's Extraterritorial Jurisdiction, to promote the health, safety, morals or general welfare of the City and the safe, orderly, and healthful development of the municipality; and

**WHEREAS**, pursuant to this authorization, the City of Mercedes has adopted the Subdivision Ordinance to accomplish these purposes and to therefore serve the public; and

**WHEREAS**, The City Commission of the City of Mercedes desires to make amendments and to simplify the Subdivision Ordinance to continue accomplishing these purposes and so better serve the public; and

**NOW, THEREFORE BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MERCEDES, TEXAS, THAT:**

**Section 1.** The Subdivision Ordinance and the Standard Design Manual shall apply and be enforced in the Extraterritorial Jurisdiction of the City of Mercedes where applicable.

**Section 2.** Street Standard in City Limit and Extraterritorial Jurisdiction

*(a) Streets.*

(1)*Street layout.* Adequate streets shall be provided by the developer and the arrangement, character, extent, width, grade, and location of each shall conform to the major thoroughfare plan in the transportation chapter of the current comprehensive plan of the city and shall be considered in relation to existing and planned streets, to topographical conditions, to public safety and convenience, and in their appropriate relationship to the proposed uses of land to be served by such streets. Local street layout shall be devised for the most advantageous current and future development of the entire neighborhood/area, as determined by the Planning Director. Subdivisions that adjoin state roads must adhere to TxDOT's Access Management Manual.

(2)*Relation to adjoining street system.* Where necessary to the neighborhood pattern, existing streets in adjoining areas shall be continued as much as possible. and shall be at least as wide as such existing streets and in alignment therewith.

- (3)*Projection of streets.* Where adjoining areas are not subdivided, the arrangement of streets in the subdivision being considered shall make provisions for the proper projection of these streets into unsubdivided areas adjacent to it in the most logical and orderly fashion possible.
- (4)*Street jogs.* All street jogs shall be approved by the Planning Director and in no case will street jogs with centerline offsets of less than 125 feet measured centerline to centerline be allowed.
- (5)*Perimeter streets.* When a perimeter street of a subdivision is deficient, the developer shall either improve the perimeter street or deposit an amount into escrow.
- (6)*Street intersections.* Street intersections shall be as nearly at right angles as practicable.
- (7)*Dead-end streets.* Dead-end streets shall be prohibited, except where necessary to provide for future extension of streets, in which case they may be designed to extend no longer than 150 feet (per fire department requirement Standard 1141 NFPA).
- (8)*Cul-de-sacs.* Temporary or permanent cul-de-sac streets shall in no case exceed 400 feet in length. The cul-de-sac bulb shall have a right-of-way of 100 feet in the turnaround and paved not less than 80 feet in diameter in residential areas, and a right-of-way of 120 feet and a paved turnaround of not less than 100 feet in diameter in commercial and industrial areas. The measurement of a cul-de-sac shall be taken from the centerline of the nearest intersecting street to the center point of the cul-de-sac turnaround. Subdivisions with more than one cul-de-sac shall have all cul-de-sacs connect with a perpendicular street within the subdivision.
- (9)*Access points.* Any residential subdivision with 30 or more lots must have a minimum of two points of access entrances. Where two entrances are required, they shall be placed a distance apart equal to not less than one half of the length of the maximum overall diagonal dimension of the lot or area to be served, measured in a straight line between accesses. Additional entrances may be required as recommended by a traffic impact analysis. Access points for proposed streets must adhere to TxDOT's Access Management Manual.
- (10)*Local streets.* Local streets shall be laid out so as to discourage their use by through traffic.

### **Section 3. Fines and Penalties**

In response to a violation of any provision of Section 13-52 of this Ordinance, the City may impose the following fines and penalties:

- A. A fine of two thousand dollars (\$2,000) for each separate offense or violation.
- B. The City is also authorized to take any other action, or exercise any other remedy or assess any other fines or penalties as may be allowed or permitted at law or in equity.
- C. Any and all remedies shall be cumulative and two or more remedies may be exercised at the same time.

### **Section 4. Severability.**

The provisions of this Ordinance are hereby declared to be severable. If any clause, sentence, paragraph, subdivision, section or part of this Ordinance or the application thereof to any person, individual, corporation, firm, partnership, entity or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or

unconstitutional, such order or judgment shall not affect, impair, effect or invalidate the remainder of this Ordinance, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part of this Ordinance or in its application to the person, individual, corporation, firm, partnership, entity or circumstance directly involved in the controversy in which such order or judgment shall be rendered.

**Section 5.**     Effective Date.

This Ordinance shall become effective ten (10) days after publication in a newspaper having substantial, continuous circulation within the City.

**PASSED AND APPROVED ON FIRST READINGTHIS THE 17<sup>TH</sup> DAY OF AUGUST, 2022.**

**PASSED, APPROVED, AND ADOPTED ON SECOND READING THIS THE 6<sup>TH</sup> DAY OF SEPTEMBER, 2022.**

\_\_\_\_\_  
Oscar D. Montoya Sr., Mayor

ATTEST:

APPROVED:

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

\_\_\_\_\_  
Martie Garcia-Vela, City Attorney

# NOTICE OF PUBLIC HEARING ON TAX INCREASE

Item 9A

A tax rate of \$0.7750 per \$100 valuation has been proposed by the governing body of City of Mercedes.

PROPOSED TAX RATE	\$0.7750 per \$100
NO-NEW-REVENUE TAX RATE	\$0.7317 per \$100
VOTER-APPROVAL TAX RATE	\$0.8622 per \$100

The no-new-revenue tax rate is the tax rate for the 2022 tax year that will raise the same amount of property tax revenue for City of Mercedes from the same properties in both the 2021 tax year and the 2022 tax year.

The voter-approval rate is the highest tax rate that City of Mercedes may adopt without holding an election to seek voter approval of the rate.

The proposed tax rate is greater than the no-new-revenue tax rate. This means that City of Mercedes is proposing to increase property taxes for the 2022 tax year.

A PUBLIC HEARING ON THE PROPOSED TAX RATE WILL BE HELD ON SEPTEMBER 6, 2022 AT 6:30 PM AT COMMISSION CHAMBERS OF THE CITY HALL LOCATED AT 400 S. OHIO MERCEDES TEXAS 78570.

The proposed tax rate is not greater than the voter-approval tax rate. As a result, City of Mercedes is not required to hold an election at which voters may accept or reject the proposed tax rate. However, you may express your support for or opposition to the proposed tax rate by contacting the members of the City Commission of City of Mercedes at their offices or by attending the public hearing mentioned above.

YOUR TAXES OWED UNDER ANY OF THE RATES MENTIONED ABOVE CAN BE CALCULATED  
AS FOLLOWS:

Property tax amount= (tax rate) x (taxable value of your property)/100

<b>FOR the proposal:</b>	Mayor Oscar D. Montoya	Mayor Pro-Tem Joe Martinez
	Comm Place 1-Jacob Howell	Comm Place 2-Armando Garcia
	Comm Place 4-Ruben J Saldana	

**AGAINST the proposal:** N/A

**PRESENT** and not voting:N/A

**ABSENT:** N/A

Visit [Texas.gov/PropertyTaxes](https://www.texas.gov/PropertyTaxes) to find a link to your local property tax database on which you can easily access information regarding your property taxes, including information about proposed tax rates and scheduled public hearings of each entity that taxes your property.

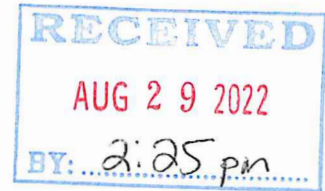
The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

The following table compares the taxes imposed on the average residence homestead by City of Mercedes last year to the taxes proposed to be imposed on the average residence homestead by City of Mercedes this year.

	2021	2022	Change
<b>Total tax rate (per \$100 of value)</b>	\$0.7750	\$0.7750	increase of \$0.0000, or 0.00%
<b>Average homestead taxable value</b>	\$83,927	\$94,934	increase of \$11,007, or 13.11%
<b>Tax on average homestead</b>	\$650.43	\$735.74	increase of \$85.31, or 13.12%
<b>Total tax levy on all properties</b>	\$5,282,772	\$5,608,949	increase of \$326,177, or 6.17%

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For assistance with tax calculations, please contact the tax assessor for City of Mercedes at 956-318-2157 or [propertytax@hidalgocountytax.org](mailto:propertytax@hidalgocountytax.org), or visit [www.hidalgocountytax.org](http://www.hidalgocountytax.org) for more information.



# Fiscal Year 2022-2023 Proposed Budget

Honorable Oscar D. Montoya, Sr. ....Mayor  
Honorable Jose Martinez .....Mayor Pro-Tem  
Honorable Armando Garcia.....Commissioner, Place 2  
Honorable Jacob Howell.....Commissioner, Place 1  
Honorable Dr. Ruben Saldana.....Commissioner, Place 4

Alberto Perez.....City Manager  
Joselynn Castillo .....City Secretary  
Nereida R. Perez.....Finance Director

Prepared by Finance Department



## Proposed Operating Budget

Fiscal Year 2022-2023

*Due to the passage of S.B. No. 656, amended Section 102.007 of the Texas Local Government Code requires that the following information be included as the cover page for a budget document:*

This budget will raise more total property taxes than last year's budget by \$313,377 or 5.92% and of that amount \$91,796 is tax revenue to be raised from new property values added to the tax roll this year. These amounts are based on a 100% collection rate.

The members of the governing body voted on the proposal to consider the budget as follows:

**For:** Mayor Oscar Montoya, Mayor Pro-Tem Joe Martinez, Commissioner Jacob C. Howell, Commissioner Armando Garcia and Commissioner Ruben J. Saldana

**Against:**

**Present and not voting:**

**Absent:**

Property Tax Rate Comparison	2022-2023	2021-2022
Property Tax Rate	\$0.7750 / \$100	\$0.7750 / \$100
NNR Tax Rate	\$0.7371 / \$100	\$0.7090 / \$100
NNR M & O Tax Rate	\$0.4742 / \$100	\$0.4761 / \$100
Voter Approval M & O Tax Rate	\$0.5856 / \$100	\$0.5490 / \$100
Voter Approval Tax Rate	\$0.8988 / \$100	\$0.8025 / \$100
Debt Rate	\$0.3132 / \$100	\$0.2535 / \$100
De Minimis Rate	\$0.8564 / \$100	N/A

Total amount of outstanding municipal debt obligations secured by property taxes is \$20,878,600. The total amount of outstanding debt obligations considered self-supporting is \$8,686,400. Self-supporting debt is currently secured by utility revenues, fees, and sales tax revenue. In the event such amounts are insufficient to pay debt service, the City will be required to assess an ad valorem tax to pay such obligations.

Fiscal Year 2022-2023 Principal and Interest Requirements for Debt Service \$3,226,648.

Property Tax Supported Debt \$2,279,065

Self-Supporting Debt \$947,583



# GENERAL FUND FUND 01

**CITY OF MERCEDES  
BUDGET SUMMARY  
GENERAL FUND  
FISCAL YEAR 2022-2023**

	<b>FY 19-20 ACTUAL</b>	<b>FY 20-21 ACTUAL</b>	<b>FY 21-22 ADOPTED BUDGET</b>	<b>FY 22-23 PROPOSED BUDGET</b>
<b>REVENUE SUMMARY</b>				
TAXES	7,579,017	8,769,525	8,737,643	9,103,950
LICENSES AND PERMITS	132,250	246,143	167,500	2,019,000
FINES AND SERVICES	1,993,545	2,065,862	2,117,460	2,357,460
INTERGOVERNMENTAL	489,315	17,470	18,100	18,600
MISCELLANEOUS	858,134	440,551	1,252,100	1,782,890
<b>*** TOTAL REVENUES ***</b>	<b>11,052,261</b>	<b>11,539,550</b>	<b>12,292,803</b>	<b>15,281,900</b>
<b>EXPENDITURE SUMMARY</b>				
10-COMMISSION	20,606	19,939	30,700	35,200
12-EXECUTIVE ADMIN	181,724	169,982	237,303	283,110
13-HUMAN RESOURCES			90,011	95,611
14-CITY SECRETARY	82,836	84,018	72,249	135,175
16-MUNICIPAL COURT	136,655	111,477	142,621	139,774
18-FINANCE	222,965	198,856	221,447	229,173
19-INFORMATION TECHNOLOG	132,602	145,460	247,532	418,962
20-PLANNING	439,628	461,527	523,735	414,829
22-POLICE	2,879,666	2,980,649	2,987,868	3,418,315
23-ANIMAL CONTROL			84,540	96,591
24-FIRE DEPT	1,183,647	1,179,295	1,298,008	1,480,914
26-PUBLIC WORKS ADMIN	166,467	102,912	102,912	134,102
28-STREETS	428,617	788,034	574,501	882,576
30-BUILDING MAINTENANCE	122,052	197,798	245,516	376,396
32-VEHICLE MAINTENANCE	149,376	198,332	268,726	379,486
34-PARKS & RECREATION	446,277	543,913	497,148	485,500
35-RECREATION CENTER	173,195	145,613	44,122	107,548
36-LIBRARY	398,319	387,100	411,087	551,796
37-PROJECTS	44,670	-	-	
38-SANITATION	1,347,679	1,372,075	1,433,577	1,555,807
39-DOME SHELTER	241,404	192,588	259,358	296,931
40-NON-DEPARMENTAL	2,511,556	2,269,616	2,519,842	3,764,104
<b>*** TOTAL EXPENDITURES ***</b>	<b>11,309,942</b>	<b>11,549,186</b>	<b>12,292,803</b>	<b>15,281,900</b>
<b>** REVENUES OVER(UNDER) EXPENDITURES **</b>	<b>(257,681)</b>	<b>(9,636)</b>	<b>0</b>	<b>0</b>

**CITY OF MERCEDES  
REVENUES  
BUDGET SUMMARY  
FISCAL YEAR 2022-2023**

		<b>FY 19-20 ACTUAL</b>	<b>FY 20-21 ACTUAL</b>	<b>FY 21-22 ADOPTED BUDGET</b>	<b>FY 22-23 PROPOSED BUDGET</b>
<b>TAXES</b>					
40010	TAXES-CURRENT ADVALOREM PRO	2,608,425	3,017,280	3,034,643	3,208,522
40025	TAXES-DELINQUENT PROPERTY	142,435	114,608	135,000	135,000
40030	TAXES-PENALTIES & INTEREST	108,203	99,693	90,000	90,000
40035	TAXES-CERT & ATTORNEY FEES	56,543	66,002	50,000	35,000
40040	TAXES-GENERAL SALES	2,666,842	3,248,097	3,200,000	3,284,952
40060	TAXES-GEN SALES 1/2 CENT	1,333,421	1,603,156	1,600,000	1,642,476
40071	TAXES-PEG FEES	15,878	16,938	15,000	15,000
40072	TAXES-FRANCHISE FEES	632,792	588,721	600,000	680,000
40080	TAXES-MIXED BEVERAGES	6,658	15,030	8,000	8,000
40100	TAXES-BINGO	7,819	-	5,000	5,000
<b>** REVENUE CATEGORY TOTAL **</b>		<b>7,579,017</b>	<b>8,769,525</b>	<b>8,737,643</b>	<b>9,103,950</b>
<b>LICENSES AND PERMITS</b>					
41100	BUILDING PERMITS	60,047	152,245	80,000	160,000
41200	DOG LICENSE & DOG POUND FEE	835	675	1,000	1,000
41300	ELECTRICAL PERMITS	17,514	24,897	25,000	50,000
41401	AMULANCE PERMITS	-	-	-	-
41500	MECHANICAL PERMITS	6,835	12,905	10,000	35,000
41700	OCCUPATIONAL LICENSE	305	580	1,000	10,000
41900	OTHER PERMITS	17,562	23,748	25,000	25,000
41925	PEDDLERS PERMIT	-	-	-	-
41950	PLUMBING PERMITS	20,938	27,093	20,000	40,000
41960	REZONING PERMIT FEES	300	1,500	1,000	1,000
41970	SUBDIVISION PERMIT FEES	7,914	1,250	4,000	70,000
41971	MAT. TESTING FEE	-	-	-	875,000
41980	VARIANCE PERMIT FEES	-	1,250	500	2,000
41990	BURN PERMITS	-	-	-	-
41999	SUBD. ADMIN FEES	-	-	-	750,000
<b>** REVENUE CATEGORY TOTAL **</b>		<b>132,250</b>	<b>246,143</b>	<b>167,500</b>	<b>2,019,000</b>
<b>FINES AND SERVICES</b>					
42011	CITY BUILDING RENTAL	-	-	-	-
42019	CIVIC CENTER RENTAL FEES	6,460	2,245	13,000	13,000
42023	PROCTORING-LIBRARY	-	36	-	-
42025	COPIES - LIBRARY	9,956	9,754	10,000	10,000
42026	COPIES - POLICE DEPT	2,305	1,922	3,000	3,000
42030	POLICE SERVICES	-	-	-	-
42031	POLICE SRV - MISD	103,347	126,733	100,000	340,000
42053	FINES LIBRARY	1,435	671	2,000	2,000
42055	FIRE CALLS	73,105	71,350	100,000	70,000
42057	FIRE MARSHALL FEES	-	4,878	50,000	25,000
42060	FIRE SERVICE FEES	203,025	206,488	200,000	200,000
42065	SOLID WASTE COLLECTION FEE	1,247,705	1,271,670	1,275,000	1,320,000
42066	NORTH ALAMO COLLECTION FEE	-	-	-	-
42070	BRUSH COLLECTION FEES	248,413	252,387	250,000	260,000
42075	LEASE-AMERICAN TOWER	-	-	-	-
42080	MUNICIPAL FINES	58,905	77,624	65,000	65,000
42085	OMNIBASE	48	(2)	60	60
42100	SWIMMING POOL FEES	-	2,000	12,000	12,000
42110	VITAL STATISTIC FEES	5,225	5,178	5,000	5,000

**CITY OF MERCEDES  
REVENUES  
BUDGET SUMMARY  
FISCAL YEAR 2022-2023**

	<b>FY 19-20 ACTUAL</b>	<b>FY 20-21 ACTUAL</b>	<b>FY 21-22 ADOPTED BUDGET</b>	<b>FY 22-23 PROPOSED BUDGET</b>
42112 VITAL STATISTIC MATERIALS	232	423	400	400
42115 LIBRARY CAFE	15,998	15,732	18,000	18,000
42131 WEEDY LOT-MOWING FEES	17,386	16,772	14,000	14,000
<b>** REVENUE CATEGORY TOTAL **</b>	<b>1,993,545</b>	<b>2,065,862</b>	<b>2,117,460</b>	<b>2,357,460</b>
<b>INTERGOVERNMENTAL</b>				
43001 KEEP MERCEDES BEAUTIFUL REVENUE				
43150 L/E COMPTROLLERS TRAVEL LEO	2,519	2,568	2,600	2,600
43155 LIBRARY-INTERLOCAL AGREEMEN	14,959	14,863	14,500	15,000
43156 LIBRARY GRANTS	423	39	1,000	1,000
43170 URBAN COUNTY GRANT	-			
43183 SAFER GRANT-FIRE	471,414	(0)		
<b>** REVENUE CATEGORY TOTAL **</b>	<b>489,315</b>	<b>17,470</b>	<b>18,100</b>	<b>18,600</b>
<b>MISCELLANEOUS</b>				
44011 REC CENTER LEAGUE FEES				
44015 REC CENTER MEMBERSHIP FEES	14,355	6,790	20,000	20,000
44019 INSURANCE PROCEEDS	13,581	41,133	5,000	5,000
44020 INTEREST EARNED	11,836	616	15,000	15,000
44022 FEDERAL FORFEITURE REV	805	-		
44027 VIDA BUILDING-PRINCIPAL	27,233	23,967	24,500	24,500
44028 VIDA BUILDING-INTEREST	13,635	10,613	15,000	15,000
40000 MISCELLANEOUS REVENUE	44,324	14,541	50,000	50,000
44031 PD-CHRISTMAS DONATIONS	350			
44032 RESTITUTION DAMAGES	500			
44033 CONTRIBUTIONS	4,550	350		
44035 OTHER FINANCE SOURCES		307,230		
44036 SETTLEMENT PROCEEDS	-			
44037 RESERVES				1,605,790
44045 PRINTING CHARGES	366	294	600	600
44050 TIMELY FILING DISCOUNT	605	535	1,000	1,000
44060 REC CENTER UNITED WAY REV	41,004	23,463	41,000	41,000
44070 SALE OF FIXED ASSETS	31	10,675	5,000	5,000
44072 SALE OF LAND	23,250	-		
44085 TRANSFER IN	660,910	343	1,075,000	
44087 UTILITY COST REIMBURSEMENTS	800			
44088 TRANSFER IN FROM EMS				
<b>** REVENUE CATEGORY TOTAL **</b>	<b>858,134</b>	<b>440,551</b>	<b>1,252,100</b>	<b>1,782,890</b>
<b>**TOTAL REVENUES **</b>	<b>11,052,261</b>	<b>11,539,550</b>	<b>12,292,803</b>	<b>15,281,900</b>

CITY OF MERCEDES  
CITY COMMISSION  
BUDGET SUMMARY  
FISCAL YEAR 2022-2023

	<u>FY 19-20 ACTUAL</u>	<u>FY 20-21 ACTUAL</u>	<u>FY 21-22 ADOPTED BUDGET</u>	<u>FY 22-23 PROPOSED BUDGET</u>
<b>PERSONNEL COSTS</b>				
510-1160 HEALTH & LIFE INSURANCE	-	-	-	-
*** CATEGORY TOTAL ***	-	-	-	-
<b>OTHER SERVICES &amp; CHARGES</b>				
510-2010 ADVERTISING	-	-	-	-
510-2017 CITY COMMISSION COMPENSATION	6,837	8,257	7,200	7,200
510-2023 COMMISSION EXPENSE	1,254	490	2,000	5,000
510-2031 ENTERTAINMENT & MEALS	31	282	2,000	2,000
510-2025 TELEPHONE	1,362	975	1,500	1,500
510-5026 CELL PHONES	-	-	-	-
510-2027 INTERNET	-	-	-	1,000
510-2130 MEMBERSHIP/SUBS	6,102	6,926	7,000	7,000
510-2138 POSTAGE		1		500
510-2150 TRAVEL & TRAINING	4,099	2,139	10,000	10,000
*** CATEGORY TOTAL ***	19,686	19,070	29,700	34,200
<b>MAINTENANCE</b>				
510-2520 EQUIPMENT			-	-
510-2525 FURNITURE/FIXTURES			-	-
*** CATEGORY TOTAL ***	-	-	-	-
<b>SUPPLIES</b>				
510-3050 OFFICE	920	869	1,000	1,000
*** CATEGORY TOTAL ***	920	869	1,000	1,000
*** DEPARTMENT TOTAL ***	20,606	19,939	30,700	35,200

**CITY OF MERCEDES  
EXECUTIVE ADMIN.  
BUDGET SUMMARY  
FISCAL YEAR 2022-2023**

	<b>FY 19-20 ACTUAL</b>	<b>FY 20-21 ACTUAL</b>	<b>FY 21-22 ADOPTED BUDGET</b>	<b>FY 22-23 PROPOSED BUDGET</b>
<b>PERSONNEL COSTS</b>				
512-1010 FULL-TIME EMPLOYEES	103,983	100,286	144,238	172,935
512-1015 CAR ALLOWANCE	6,953	4,546	6,000	8,820
512-1020 CLOTHING ALLOWANCE	-	-	-	-
512-1030 PART-TIME EMPLOYEES	-	-	-	-
512-1080 OVERTIME	-	-	-	-
512-1100 PENSION CONTRIBUTION	20,662	18,047	25,450	30,789
512-1120 SOCIAL SECURITY/MEDI	7,927	7,802	11,493	13,904
512-1140 UNEMPLOYMENT COMP	-	-	-	-
512-1160 HEALTH & LIFE INSURANCE	8,896	8,565	12,072	17,712
512-1180 WORKERS COMP	147	150	200	350
*** CATEGORY TOTAL ***	<u>148,567</u>	<u>139,395</u>	<u>199,453</u>	<u>244,510</u>
<b>OTHER SERVICES &amp; CHARGES</b>				
512-2012 AUTOMOBILE MILEAGE	-	-	-	250
512-2025 TELEPHONE	3,746	2,651	3,500	3,200
512-2026 CELL PHONE	1,248	759	1,000	600
512-2027 INTERNET	6,214	6,404	6,500	1,700
512-2044 CONTRACTUAL SVCS	-	-	-	-
512-2130 MEMBERSHIP/SUBS.	327	316	500	2,000
512-2138 POSTAGE	-	217	-	500
512-2150 TRAVEL & TRAINING	1,705	980	7,000	10,000
512-2160 UTILITIES-ELEC CITY HALL	15,166	15,838	15,000	15,000
*** CATEGORY TOTAL ***	<u>28,407</u>	<u>27,166</u>	<u>33,500</u>	<u>33,250</u>
<b>MAINTENANCE</b>				
512-2520 EQUIPMENT	-	-	-	-
512-2525 FURNITURE/FIXTURES	-	-	-	-
512-2535 OFFICE MACHINES	3,189	2,315	3,200	4,200
*** CATEGORY TOTAL ***	<u>3,189</u>	<u>2,315</u>	<u>3,200</u>	<u>4,200</u>
<b>SUPPLIES</b>				
512-3050 OFFICE	1,560	1,107	1,150	1,150
*** CATEGORY TOTAL ***	<u>1,560</u>	<u>1,107</u>	<u>1,150</u>	<u>1,150</u>
*** DEPARTMENT TOTAL ***	<u><u>181,724</u></u>	<u><u>169,982</u></u>	<u><u>237,303</u></u>	<u><u>283,110</u></u>

**CITY OF MERCEDES  
HUMAN RESOURCES  
BUDGET SUMMARY  
FISCAL YEAR 2022-2023**

	<b>FY 19-20 ACTUAL</b>	<b>FY 20-21 ACTUAL</b>	<b>FY 21-22 ADOPTED BUDGET</b>	<b>FY 22-23 PROPOSED BUDGET</b>
<b>PERSONNEL COSTS</b>				
513-1010 FULL-TIME EMPLOYEES	-	-	62,150	62,150
513-1080 OVERTIME	-	-	-	-
513-1100 PENSION CONTRIBUTION	-	-	10,528	10,528
513-1120 SOCIAL SECURITY	-	-	4,754	4,754
513-1140 UNEMPLOYMENT COMP	-	-	-	-
513-1160 HEALTH & LIFE INSURANCE	-	-	8,461	8,461
513-1180 WORKERS COMP	-	-	118	118
<b>*** CATEGORY TOTAL ***</b>	<b>-</b>	<b>-</b>	<b>86,011</b>	<b>86,011</b>
<b>OTHER SERVICES &amp; CHARGES</b>				
513-2025 TELEPHONE	-	-	-	500
513-2026 CELL PHONE	-	-	500	500
513-2027 INTERNET	-	-	-	1,000
513-2044 CONTRACTUAL SVCS	-	-	-	-
513-2130 MEMBERSHIPS/SUBS	-	-	500	500
513-2138 POSTAGE	-	-	-	100
513-2150 TRAVEL & TRAINING	-	-	2,000	2,000
513-3060 SAFETY	-	-	-	1,000
<b>*** CATEGORY TOTAL ***</b>	<b>-</b>	<b>-</b>	<b>3,000</b>	<b>5,600</b>
<b>SUPPLIES</b>				
513-3050 OFFICE	-	-	1,000	1,500
513-3051 MEALS & EVENTS	-	-	-	2,500
<b>*** CATEGORY TOTAL ***</b>	<b>-</b>	<b>-</b>	<b>1,000</b>	<b>4,000</b>
<b>*** DEPARTMENT TOTAL ***</b>	<b>-</b>	<b>-</b>	<b>90,011</b>	<b>95,611</b>

**NOTE: These expenditures were under City Secretary in other years.**

**CITY OF MERCEDES  
CITY SECRETARY  
BUDGET SUMMARY  
FISCAL YEAR 2022-2023**

	<b>FY 19-20 ACTUAL</b>	<b>FY 20-21 ACTUAL</b>	<b>FY 21-22 ADOPTED BUDGET</b>	<b>FY 22-23 PROPOSED BUDGET</b>
<b>PERSONNEL COSTS</b>				
514-1010 FULL-TIME EMPLOYEES	55,577	56,071	48,485	92,371
514-1030 PART-TIME EMPLOYEES	-	-	-	
514-1080 OVERTIME	-	-	-	
514-1100 PENSION CONTRIBUTION	10,274	9,639	8,213	15,648
514-1120 SOCIAL SECURITY	4,316	4,217	3,709	7,066
514-1140 UNEMPLOYMENT COMP	-	-	-	
514-1160 HEALTH & LIFE INSURANCE	7,630	8,744	6,600	12,240
514-1180 WORKERS COMP	90	93	92	200
<b>*** CATEGORY TOTAL ***</b>	<b>77,887</b>	<b>78,762</b>	<b>67,099</b>	<b>127,525</b>
<b>OTHER SERVICES &amp; CHARGES</b>				
514-2012 AUTOMOBILE MILEAGE	-	-	-	
514-2026 CELL PHONE	282	483	500	500
514-2044 CONTRACTUAL SVCS	1,859	1,846	-	
514-2130 MEMBERSHIPS/SUBS	323	432	650	650
514-2138 POSTAGE	-	240	-	500
514-2139 PROFESSIONAL SERVICES	-	-	-	500
514-2150 TRAVEL & TRAINING	949	280	2,000	3,000
514-3060 SAFETY	500	-	500	500
<b>*** CATEGORY TOTAL ***</b>	<b>3,913</b>	<b>3,281</b>	<b>3,650</b>	<b>5,650</b>
<b>MAINTENANCE</b>				
514-2520 EQUIPMENT MAINTENANCE	-	-	-	
514-2525 FURNITURE & FIXTURES	-	-	-	500
<b>*** CATEGORY TOTAL ***</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>500</b>
<b>SUPPLIES</b>				
514-3050 OFFICE	1,037	1,975	1,500	1,500
<b>*** CATEGORY TOTAL ***</b>	<b>1,037</b>	<b>1,975</b>	<b>1,500</b>	<b>1,500</b>
<b>*** DEPARTMENT TOTAL ***</b>	<b>82,836</b>	<b>84,018</b>	<b>72,249</b>	<b>135,175</b>

**CITY OF MERCEDES  
MUNICIPAL COURT  
BUDGET SUMMARY  
FISCAL YEAR 2022-2023**

	<b>FY 19-20 ACTUAL</b>	<b>FY 20-21 ACTUAL</b>	<b>FY 21-22 ADOPTED BUDGET</b>	<b>FY 22-23 PROPOSED BUDGET</b>
<b>PERSONNEL COSTS</b>				
516-1010 FULL-TIME EMPLOYEES	65,427	47,988	49,722	51,230
516-1030 PART-TIME EMPLOYEES		-	-	
516-1080 OVERTIME	-	-	-	
516-1100 PENSION CONTRIBUTION	12,058	8,261	8,423	8,678
516-1120 SOCIAL SECURITY	5,028	3,658	3,804	3,919
516-1140 UNEMPLOYMENT COMP	-	-	-	
516-1160 HEALTH & LIFE INSURANCE	8,168	7,254	7,897	7,897
516-1180 WORKERS COMP	74	76	75	200
*** CATEGORY TOTAL ***	<u>90,755</u>	<u>67,236</u>	<u>69,921</u>	<u>71,924</u>
<b>OTHER SERVICES &amp; CHARGES</b>				
516-2012 AUTOMOBILE MILEAGE		-	-	-
516-2025 TELEPHONE	1,022	917	900	950
516-2026 CELL PHONE	-	-	-	
516-2027 INTERNET	5,996	-	6,500	1,700
516-2044 CONTRACTURAL SVCS	36,000	6,238	60,000	60,000
516-2130 MEMBERSHIPS/SUBS	-	36,000	200	200
516-2133 BANK/CREDIT CARD FEES	-	-	-	
516-2138 POSTAGE	-	18	-	500
516-2150 TRAVEL & TRAINING	1,171	-	1,200	1,000
*** CATEGORY TOTAL ***	<u>44,189</u>	<u>43,173</u>	<u>68,800</u>	<u>64,350</u>
<b>MAINTENANCE</b>				
516-2520 EQUIPMENT MAINT.	-	-	-	-
516-2525 FURNITURE / FIXTURES	47	-	1,400	1,000
*** CATEGORY TOTAL ***	<u>47</u>	<u>-</u>	<u>1,400</u>	<u>1,000</u>
<b>SUPPLIES</b>				
516-3050 OFFICE	1,664	1,068	2,500	2,500
*** CATEGORY TOTAL ***	<u>1,664</u>	<u>1,068</u>	<u>2,500</u>	<u>2,500</u>
*** DEPARTMENT TOTAL ***	<u><u>136,655</u></u>	<u><u>111,477</u></u>	<u><u>142,621</u></u>	<u><u>139,774</u></u>

**CITY OF MERCEDES  
FINANCE  
BUDGET SUMMARY  
FISCAL YEAR 2022-2023**

	<b>FY 19-20 ACTUAL</b>	<b>FY 20-21 ACTUAL</b>	<b>FY 21-22 ADOPTED BUDGET</b>	<b>FY 22-23 PROPOSED BUDGET</b>
<b>PERSONNEL COSTS</b>				
518-1010 FULL-TIME EMPLOYEES	149,878	134,888	144,787	153,966
518-1030 PART-TIME EMPLOYEES	-	-	-	-
518-1080 OVERTIME	-	-	-	-
518-1100 PENSION CONTRIBUTION	28,073	23,266	24,527	26,082
518-1120 SOCIAL SECURITY	11,272	9,892	11,076	11,778
518-1140 UNEMPLOYMENT COMP	-	-	-	-
518-1160 HEALTH & LIFE INSURANCE	15,829	16,646	18,897	18,897
518-1180 WORKERS COMP	146	150	160	350
*** CATEGORY TOTAL ***	205,198	184,842	199,447	211,073
<b>OTHER SERVICES &amp; CHARGES</b>				
518-2012 AUTOMOBILE MILEAGE	-	-	-	-
518-2025 TELEPHONE	3,235	1,996	3,000	2,500
518-2026 CELL PHONES	524	483	600	500
518-2027 INTERNET	5,996	6,238	6,500	1,700
518-2130 MEMBERSHIP/SUBS.	420	434	500	500
518-2138 POSTAGE	-	1,072	1,800	1,800
518-2150 TRAVEL & TRAINING	2,736	-	3,000	3,000
*** CATEGORY TOTAL ***	12,910	10,222	15,400	10,000
<b>MAINTENANCE</b>				
518-2525 FURNITURE / FIXTURES	157	820	1,500	1,500
518-2535 OFFICE MACHINES	956	599	1,100	2,100
*** CATEGORY TOTAL ***	1,113	1,419	2,600	3,600
<b>SUPPLIES</b>				
518-3050 OFFICE	3,744	2,373	4,000	4,500
*** CATEGORY TOTAL ***	3,744	2,373	4,000	4,500
*** DEPARTMENT TOTAL ***	222,965	198,856	221,447	229,173

**CITY OF MERCEDES  
INFORMATION TECHNOLOGY  
BUDGET SUMMARY  
FISCAL YEAR 2022-2023**

	<b>FY 19-20 ACTUAL</b>	<b>FY 20-21 ACTUAL</b>	<b>FY 21-22 ADOPTED BUDGET</b>	<b>FY 22-23 PROPOSED BUDGET</b>
<b>PERSONNEL COSTS</b>				
519-1010 FULL-TIME EMPLOYEES	47,544	55,355	84,700	37,400
519-1030 PART-TIME EMPLOYEES	-	-	-	-
519-1080 OVERTIME	-	156	-	-
519-1100 PENSION CONTRIBUTION	8,925	9,449	14,348	6,336
519-1120 SOCIAL SECURITY	3,734	4,193	6,479	2,861
519-1140 UNEMPLOYMENT COMP	-	-	-	-
519-1160 HEALTH & LIFE INSURANCE	4,700	5,928	11,282	5,640
519-1180 WORKERS COMP	226	232	340	500
*** CATEGORY TOTAL ***	<u>65,128</u>	<u>75,313</u>	<u>117,149</u>	<u>52,737</u>
<b>OTHER SERVICES &amp; CHARGES</b>				
519-2012 AUTOMOBILE MILEAGE	917	548	600	600
519-2025 TELEPHONE	-	198	655	650
519-2026 CELL PHONES	553	592	500	550
519-2027 INTERNET	-	-	-	1,000
519-2044 CONTRACTUAL SERVICES	-	-	-	90,000
519-2130 MEMBERSHIP / SUBS	175	-	175	175
519-2150 TRAVEL & TRAINING	312	76	2,500	2,000
*** CATEGORY TOTAL ***	<u>1,957</u>	<u>1,413</u>	<u>4,430</u>	<u>94,975</u>
<b>SUPPLIES</b>				
519-3010 IT-COMMISSION	877	293	1,200	1,200
519-3012 IT-EXECUTIVE ADMIN	-	222	-	-
519-3013 IT-HUMAN RESOURCES	-	-	-	1,000
519-3014 IT-CITY SECRETARY	-	222	16,600	6,346
519-3018 IT-FINANCE	849	498	8,000	25,446
519-3019 IT-PLANNING	1,320	222	300	2,000
519-3022 IT-POLICE DEPT	9,213	9,573	12,019	34,730
519-3024 IT-FIRE DEPT	1,995	222	9,841	11,000
519-3025 FUEL	-	-	-	-
519-3026 IT-PW ADMIN	529	2,506	5,000	42,050
519-3032 IT-VEHICLE MAINT	-	-	-	-
519-3035 IT-REC CENTER	1,909	718	-	3,000
519-3036 IT-LIBRARY	3,390	222	300	7,286
519-3038 IT-SOFTWARE LICENSE	35,293	48,055	44,500	75,500
519-2534 IT-TRAVEL & TRAINING	-	-	-	-
519-3039 IT-DOME SHELTER	95	2,310	-	6,692
519-3044 IT- NON DEPT	10,047	3,674	28,193	35,000
*** CATEGORY TOTAL ***	<u>65,517</u>	<u>68,735</u>	<u>125,953</u>	<u>251,250</u>
<b>CAPITAL OUTLAY</b>				
522-4010 CAPITAL OUTLAY	-	-	-	20,000
*** CATEGORY TOTAL ***	<u>-</u>	<u>-</u>	<u>-</u>	<u>20,000</u>
*** DEPARTMENT TOTAL ***	<u><u>132,602</u></u>	<u><u>145,460</u></u>	<u><u>247,532</u></u>	<u><u>418,962</u></u>

**CITY OF MERCEDES  
PLANNING  
BUDGET SUMMARY  
FISCAL YEAR 2022-2023**

	<b>FY 19-20 ACTUAL</b>	<b>FY 20-21 ACTUAL</b>	<b>FY 21-22 ADOPTED BUDGET</b>	<b>FY 22-23 PROPOSED BUDGET</b>
<b>PERSONNEL COSTS</b>				
520-1010 FULL-TIME EMPLOYEES	248,880	252,024	325,174	253,960
520-1015 CAR ALLOWANCE	-	-	-	3,180
520-1030 PART-TIME EMPLOYEES	647	-	-	-
520-1080 OVERTIME	1,761	2,039	500	500
520-1100 PENSION CONTRIBUTION	46,482	43,848	55,169	43,644
520-1120 SOCIAL SECURITY	19,066	18,999	24,914	19,710
520-1140 UNEMPLOYMENT COMP	-	-	-	-
520-1160 HEALTH & LIFE INSURANCE	40,970	48,643	51,878	36,835
520-1180 WORKERS COMP	640	659	700	1,000
*** CATEGORY TOTAL ***	358,445	366,211	458,335	358,829
<b>OTHER SERVICES &amp; CHARGES</b>				
520-2012 AUTOMOBILE MILEAGE	262	56	500	500
520-2025 TELEPHONE	3,218	2,172	3,000	2,600
520-2026 CELL PHONES	791	795	600	500
520-2027 INTERNET	6,527	6,238	6,500	1,600
520-2044 CONTRACTURAL SVCS	30,933	59,960	20,000	10,000
520-2080 EQUIPMENT RENTAL	-	-	1,000	1,000
520-2130 MEMBERSHIP/SUBS.	311	100	1,000	2,000
520-2138 POSTAGE	4,844	4,943	3,000	3,000
520-2139 PROFESSIONAL SERVICES	9,942	4,373	8,500	6,500
520-2150 TRAVEL & TRAINING	1,828	1,892	1,500	6,000
520-2155 UNIFORMS	2,408	3,325	3,000	2,600
*** CATEGORY TOTAL ***	61,063	83,853	48,600	36,300
<b>MAINTENANCE</b>				
520-2520 EQUIPMENT	10,351	3,658	4,000	4,000
520-2525 FURNITURE/FIXTURES	160	-	2,000	2,000
520-2535 OFFICE MACHINE	4,336	2,525	3,800	4,200
*** CATEGORY TOTAL ***	14,847	6,183	9,800	10,200
<b>SUPPLIES</b>				
520-3025 FUEL & OIL	3,001	3,329	4,000	6,500
520-3050 OFFICE	2,271	1,950	3,000	3,000
*** CATEGORY TOTAL ***	5,273	5,279	7,000	9,500
<b>CAPITAL OUTLAY</b>				
522-4010 CAPITAL OUTLAY	0	0	0	0
*** CATEGORY TOTAL ***	0	0	-	0
*** DEPARTMENT TOTAL ***	439,628	461,527	523,735	414,829

**CITY OF MERCEDES  
POLICE  
BUDGET SUMMARY  
FISCAL YEAR 2022-2023**

	<b>FY 19-20 ACTUAL</b>	<b>FY 20-21 ACTUAL</b>	<b>FY 21-22 ADOPTED BUDGET</b>	<b>FY 22-23 PROPOSED BUDGET</b>
<b>PERSONNEL COSTS</b>				
522-1010 FULL TIME EMPLOYEES	1,779,013	1,775,742	1,855,191	1,977,820
522-1011 REGULAR-LIVESTOCK EVENT	-	2,290	-	
522-1012 REGULAR-TEXAS STREET FEST	-	2,424	-	
522-1013 REGULAR-MISD RO	-	-	-	
522-1014 REGULAR-MISD HOMECOMING	-	-	-	
522-1015 CAR ALLOWANCE-CHIEF	-	66	-	6,000
522-1016 REGULAR-NATIONAL NIGHT OUT	-	-	-	
522-1017 REGULAR-VETERANS PARADE	-	-	-	
522-1018 REGULAR-XMAS TREE LIGHTING	-	-	-	
522-1020 CLOTHING ALLOWANCE	-	-	-	
522-1030 PART-TIME EMPLOYEES	-	-	-	
522-1080 OVERTIME	149,679	120,913	100,000	150,000
522-1081 OVERTIME-LIVESTOCK EVENT	-	17,387	-	
522-1082 OVERTIME-TEXAS STREET FEST	-	1,324	-	
522-1083 OVERTIME-MISD RO	-	-	-	
522-1084 OVERTIME-MISD HOMECOMING	-	-	-	
522-1085 OVERTIME-NATIONAL NIGHT OUT	-	-	-	
522-1086 OVERTIME-VETERANS PARAD	-	-	-	
522-1087 OVERTIME-XMAS TREE LIGHTING	-	-	-	
522-1100 PENSION CONTRIBUTION	358,546	347,483	331,209	360,453
522-1120 SOCIAL SECURITY	148,906	143,767	149,572	162,778
522-1140 UNEMPLOYMENT COMP	5,208	13,425	5,000	
522-1160 HEALTH & LIFE INSURANCE	171,779	233,132	262,868	279,792
522-1180 WORKERS COMP	23,752	30,012	30,000	42,590
*** CATEGORY TOTAL ***	<u>2,636,883</u>	<u>2,687,963</u>	<u>2,733,840</u>	<u>2,979,433</u>
<b>OTHER SERVICES &amp; CHARGES</b>				
522-2025 TELEPHONE	14,318	6,939	18,000	10,000
522-2026 CELL PHONES	3,252	4,918	3,500	5,000
522-2027 INTERNET	9,681	23,386	17,000	24,000
522-2041 CRIMESTOPPERS	1,749	-	2,000	2,000
522-2044 CONTRACTURAL SVCS	17,376	93,758	45,000	27,000
522-2080 EQUIPMENT RENTAL	-	-	-	
522-2105 INVESTIGATION FEES	-	12	800	1,000
522-2130 MEMBERSHIPS/SUBS.	288	-	-	1,000
522-2138 POSTAGE	-	68	-	50
522-2139 PROFESSIONAL SERVICES	-	-	-	300
522-2150 TRAVEL & TRAINING	3,465	9,173	12,000	15,000
522-2151 TRAVEL & TRAINING (LEOSE)	6,651	-	-	
522-2160 UTILITIES-ELEC PD BLDG	15,726	17,326	20,000	20,000
*** CATEGORY TOTAL ***	<u>72,508</u>	<u>155,580</u>	<u>118,300</u>	<u>105,350</u>
<b>MAINTENANCE</b>				
522-2510 COMPUTER	-	-	-	
522-2525 FURNITURE/FIXTURES	9,891	-	8,000	1,500
522-2535 OFFICE MACHINE	5,373	4,446	6,000	8,000
522-2550 RADIOS	7,285	5,148	9,000	9,000
*** CATEGORY TOTAL ***	<u>22,549</u>	<u>9,594</u>	<u>23,000</u>	<u>18,500</u>

**CITY OF MERCEDES  
POLICE  
BUDGET SUMMARY  
FISCAL YEAR 2022-2023**

	<b>FY 19-20 ACTUAL</b>	<b>FY 20-21 ACTUAL</b>	<b>FY 21-22 ADOPTED BUDGET</b>	<b>FY 22-23 PROPOSED BUDGET</b>
<b>SUPPLIES</b>				
522-3000 AMMUNITION	12,036	1,946	4,000	4,000
522-3005 ANIMAL SHELTER		-	-	
522-3025 FUEL & OIL	66,214	87,110	75,000	100,000
522-3033 CID SUPPLIES		-	1,000	5,000
522-3040 MEDICAL	5,955	6,243	6,000	4,000
522-3050 OFFICE	4,951	7,393	6,000	8,000
522-3059 MEALS & EVENTS	1,963	-	2,000	2,000
522-2534 SOFTWARE & LICENSES	40	-	-	
522-3057 OTHER-POLICE EQUIPMENT	11,198	7,131	6,000	92,600
522-3060 SAFETY	411	-	-	
522-3055 PUBLIC EDUCATION	3,455	2,737	6,500	5,000
522-3065 SUPPORT OF PRISONERS	398	-	-	-
522-2155 UNIFORMS NEW	22,561	13,309	4,228	5,000
522-3090 PD CHRISTMAS DONATIONS	199	-	-	
522-3091 COMMUNITY FUNCTIONS	1,345	1,642	2,000	2,000
<b>*** CATEGORY TOTAL ***</b>	<b>130,726</b>	<b>127,512</b>	<b>112,728</b>	<b>227,600</b>
<b>CAPITAL OUTLAY</b>				
522-4010 CAPITAL OUTLAY	17,000	-	-	87,432
<b>*** CATEGORY TOTAL ***</b>	<b>17,000</b>	<b>-</b>	<b>-</b>	<b>87,432</b>
<b>*** DEPARTMENT TOTAL ***</b>	<b>2,879,666</b>	<b>2,980,649</b>	<b>2,987,868</b>	<b>3,418,315</b>

**CITY OF MERCEDES  
ANIMAL CONTROL  
BUDGET SUMMARY  
FISCAL YEAR 2022-2023**

	<b>FY 19-20 ACTUAL</b>	<b>FY 20-21 ACTUAL</b>	<b>FY 21-22 ADOPTED BUDGET</b>	<b>FY 22-23 PROPOSED BUDGET</b>
<b>PERSONNEL COSTS</b>				
523-1010 FULL-TIME EMPLOYEES	-	-	42,487	51,060
523-1080 OVERTIME	-	-	3,800	6,500
523-1100 PENSION CONTRIBUTION	-	-	7,197	9,750
523-1120 SOCIAL SECURITY	-	-	3,541	4,403
523-1140 UNEMPLOYMENT COMP	-	-	-	-
523-1160 HEALTH & LIFE INSURANCE	-	-	11,282	11,281
523-1180 WORKERS COMP	-	-	100	97
*** CATEGORY TOTAL ***	-	-	68,407	83,091
<b>OTHER SERVICES &amp; CHARGES</b>				
523-2025 TELEPHONE	-	-		-
523-2026 CELL PHONE	-	-		1,200
523-2027 INTERNET	-	-		-
523-2044 CONTRACTUAL SVCS	-	-		-
523-2105 INVESTIGATION FEES	-	-		-
523-2130 MEMBERSHIPS/SUBS	-	-		-
523-2150 TRAVEL & TRAINING	-	-	7,381	3,000
*** CATEGORY TOTAL ***	-	-	7,381	4,200
<b>MAINTENANCE</b>				
523-2525 FURNITURE/FIXTURES				
*** CATEGORY TOTAL ***	-	-	-	-
<b>SUPPLIES</b>				
523-3041 EQUIPMENT	-	-	8,052	4,000
523-3050 OFFICE SUPPLIES	-	-	-	500
523-3060 SAFETY SUPPLIES	-	-	-	1,500
523-2155 UNIFORMS	-	-	700	3,300
*** CATEGORY TOTAL ***	-	-	8,752	9,300
<b>CAPITAL OUTLAY</b>				
523-4010 CAPITAL OUTLAY				-
*** CATEGORY TOTAL ***	-	-	-	-
*** DEPARTMENT TOTAL ***	-	-	84,540	96,591

**CITY OF MERCEDES  
FIRE DEPARTMENT  
BUDGET SUMMARY  
FISCAL YEAR 2022-2023**

	<b>FY 19-20 ACTUAL</b>	<b>FY 20-21 ACTUAL</b>	<b>FY 21-22 ADOPTED BUDGET</b>	<b>FY 22-23 PROPOSED BUDGET</b>
<b>PERSONNEL COSTS</b>				
524-1010 FULL TIME EMPLOYEES	689,278	703,492	796,786	890,099
524-1011 REGULAR-LIVESTOCK EVENT		151	-	
524-1012 REGULAR-TEXAS STREET FEST		126	-	
524-1080 OVERTIME	85,760	86,144	68,000	86,500
524-1081 OVERTIME-LIVESTOCK		1,923	2,000	2,500
524-1082 OVERTIME-TEXAS STREET FEST		974	-	1,000
524-1100 PENSION CONTRIBUTION	145,574	144,492	143,194	166,028
524-1101 PENSION-LIVESTOCK		-	-	
524-1120 SOCIAL SECURITY	60,069	60,098	66,309	74,977
524-1121 SS-LIVESTOCK		-	-	
524-1140 UNEMPLOYMENT COMP	9,899	5,427	3,000	2,000
524-1160 HEALTH & LIFE INSURANCE	81,262	99,587	112,819	118,460
524-1180 WORKERS COMP	6,187	832	5,000	13,500
*** CATEGORY TOTAL ***	1,078,028	1,103,245	1,197,108	1,355,064
<b>OTHER SERVICES &amp; CHARGES</b>				
524-2019 FIREMEN'S VOLUNTEERS	4,272	3,430	5,000	8,000
524-2022 VOLUNTEER-UNIFORMS	3,603	(111)	500	1,000
524-2025 TELEPHONE	8,757	5,066	5,700	4,200
524-2026 CELL PHONE	1,681	1,663	1,800	1,600
524-2027 INTERNET		4,597	5,500	6,500
524-2080 EQUIPMENT RENTAL	6,018	-	1,000	
524-2130 MEMBERSHIPS/SUBS.	1,005	1,717	3,000	2,000
524-2138 POSTAGE		277	250	500
524-2150 TRAVEL & TRAINING	8,060	3,920	9,100	10,000
524-2155 UNIFORMS	10,897	-	-	-
524-2160 UTILITIES-ELEC FIRE DEPT	18,634	12,839	18,500	16,000
*** CATEGORY TOTAL ***	62,926	33,397	50,350	49,800
<b>MAINTENANCE</b>				
524-2520 EQUIPMENT MAINT.	5,099	2,228	2,750	2,750
524-2521 SCBA EQUIPMENT MAINT	4,110	6,183	6,000	6,000
524-2523 FIRE HYDRANT	-	-	-	
524-2525 FURNITURE/FIXTURES	609	-	2,000	3,000
524-2535 OFFICE MACHINES	3,026	1,660	2,800	2,800
524-2541 GENERATOR	-	-	-	
524-2550 RADIOS	6,186	2,000	3,000	3,500
*** CATEGORY TOTAL ***	19,029	12,071	16,550	18,050
<b>SUPPLIES</b>				
524-3016 EVIDENCE	-	-	-	500
524-3025 FUEL & OIL	9,474	8,767	10,000	10,000
524-3030 JANITORIAL	530	-	-	1,000
524-3031 FIRE HYDRANT PAINT	-	676	1,000	700
524-3040 MEDICAL		-	-	
524-3041 EQUIPMENT	5,487	6,453	7,000	7,000
524-3042 FIREHOUSE SUPPLIES		-	-	
524-3043 TRAINING SUPPLIES	494	-	800	800
524-3044 EQUIPMENT-RENTAL FUNDS	2,714	-	-	

**CITY OF MERCEDES  
FIRE DEPARTMENT  
BUDGET SUMMARY  
FISCAL YEAR 2022-2023**

	<b>FY 19-20 ACTUAL</b>	<b>FY 20-21 ACTUAL</b>	<b>FY 21-22 ADOPTED BUDGET</b>	<b>FY 22-23 PROPOSED BUDGET</b>
524-3045 MINOR TOOLS	395	863	800	2,000
524-3046 BUNKER GEAR		11,175	8,000	10,000
524-3050 OFFICE SUPPLIES	2,258	1,200	2,000	2,000
524-3057 PUBLIC EDUCATION	-	-	2,500	2,500
524-3060 SAFETY	2,313	1,161	1,400	1,500
524-3091 COMMUNITY FUNCTIONS		286	500	1,000
<b>*** CATEGORY TOTAL ***</b>	<b>23,664</b>	<b>30,582</b>	<b>34,000</b>	<b>39,000</b>
<b>CAPITAL OUTLAY</b>				
524-4010 CAPITAL OUTLAY	-	-	-	19,000
<b>*** CATEGORY TOTAL ***</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>19,000</b>
<b>*** DEPARTMENT TOTAL ***</b>	<b>1,183,647</b>	<b>1,179,295</b>	<b>1,298,008</b>	<b>1,480,914</b>

**CITY OF MERCEDES  
PUBLIC WORKS ADMIN  
BUDGET SUMMARY  
FISCAL YEAR 2022-2023**

	<b>FY 19-20 ACTUAL</b>	<b>FY 20-21 ACTUAL</b>	<b>FY 21-22 ADOPTED BUDGET</b>	<b>FY 22-23 PROPOSED BUDGET</b>
<b>PERSONNEL COSTS</b>				
526-1010 FULL-TIME EMPLOYEES	81,764	69,239	44,136	64,647
526-1015 CAR ALLOWANCE	2,834	2,712	2,700	3,500
526-1030 PART-TIME EMPLOYEES	6,100	-	-	-
526-1080 OVERTIME	1,354	114	500	500
526-1100 PENSION CONTRIBUTION	15,905	12,506	7,561	11,567
526-1120 SOCIAL SECURITY	7,114	5,484	3,415	5,251
526-1140 UNEMPLOYMENT COMP.	74	15	100	1,600
526-1160 HEALTH & LIFE INSURANCE	17,160	11,540	6,600	12,297
526-1180 WORKERS COMP	64	66	100	140
*** CATEGORY TOTAL ***	132,369	101,676	65,112	99,502
<b>OTHER SERVICES &amp; CHARGES</b>				
526-2025 TELEPHONE	4,427	3,138	3,900	3,700
526-2026 CELL PHONES	935	966	1,000	1,000
526-2027 INTERNET	7,681	135	11,000	6,000
526-2130 MEMBERSHIPS/SUBS.	-	-	-	-
526-2138 POSTAGE	-	1,048	500	300
526-2150 TRAVEL & TRAINING	-	197	500	3,000
526-2155 UNIFORMS	1,042	1,408	1,000	1,000
526-2160 UTILITIES-ELEC CITY SHOP	13,481	11,146	8,000	6,500
526-2160 UTILITIES-ELECTRICITY & WAT	-	-	-	-
*** CATEGORY TOTAL ***	27,566	18,039	25,900	21,500
<b>MAINTENANCE</b>				
526-2520 EQUIPMENT	-	-	-	-
526-2525 FURNITURE/FIXTURES	40	4,574	6,500	3,500
526-2535 OFFICE MACHINES	2,639	1,715	2,500	3,300
526-2550 RADIOS	-	-	-	-
526-2560 VEHICLES	-	-	-	-
*** CATEGORY TOTAL ***	2,679	6,288	9,000	6,800
<b>SUPPLIES</b>				
526-3005 ANIMAL SHELTER	1,001	132	-	-
526-3025 FUEL & OIL	456	900	600	3,000
526-3030 JANITORIAL/CLEANING	-	74	-	-
526-3035 LAB & PHOTO	-	-	-	-
526-3045 MINOR TOOLS	-	32	300	300
526-3050 OFFICE SUPPLIES	2,395	1,967	2,000	3,000
*** CATEGORY TOTAL ***	3,853	3,105	2,900	6,300
*** DEPARTMENT TOTAL ***	166,467	129,108	102,912	134,102

**CITY OF MERCEDES  
STREETS  
BUDGET SUMMARY  
FISCAL YEAR 2022-2023**

	<b>FY 19-20 ACTUAL</b>	<b>FY 20-21 ACTUAL</b>	<b>FY 21-22 ADOPTED BUDGET</b>	<b>FY 22-23 PROPOSED BUDGET</b>
<b>PERSONNEL COSTS</b>				
528-1010 FULL-TIME EMPLOYEES	184,823	168,762	172,451	268,935
528-1011 REGULAR-LIVESTOCK EVENT	-	-	-	-
528-1012 REGULAR-TEXAS STREET FEST	-	207	-	-
528-1030 TEMP-EMPLOYEES	-	-	-	-
528-1080 OVERTIME	15,783	12,614	10,000	20,000
528-1081 OVERTIME-LIVESTOCK EVENT	-	-	-	-
528-1082 OVERTIME-TEXAS STREET FEST	-	925	-	-
528-1100 PENSION CONTRIBUTION	37,292	31,454	30,907	45,558
528-1120 SOCIAL SECURITY	15,489	13,910	13,957	20,574
528-1140 UNEMPLOYMENT COMP	-	147	200	600
528-1160 HEALTH & LIFE INSURANCE	28,934	37,130	39,486	56,410
528-1180 WORKERS COMP	5,204	5,373	6,000	11,500
<b>*** CATEGORY TOTAL ***</b>	<b>287,525</b>	<b>270,522</b>	<b>273,001</b>	<b>423,576</b>
<b>OTHER SERVICES &amp; CHARGES</b>				
528-2012 AUTOMOBILE MILEAGE	-	531	-	-
528-2025 TELEPHONES	-	-	-	-
528-2026 CELL PHONES	1,278	1,954	1,500	1,500
528-2027 INTERNET	-	-	-	-
528-2080 EQUIPMENT RENTAL	32,776	18,692	15,000	7,500
528-2130 MEMBERSHIPS/SUBS	-	-	-	-
528-2150 TRAVEL & TRAINING	80	-	3,000	1,500
528-2155 UNIFORMS	4,506	6,115	7,000	10,000
528-2160 UTILITIES-ELECTRICITY	-	-	-	-
<b>*** CATEGORY TOTAL ***</b>	<b>38,639</b>	<b>27,293</b>	<b>26,500</b>	<b>20,500</b>
<b>MAINTENANCE</b>				
528-2520 EQUIPMENT MAINT	13,763	23,148	25,000	35,000
528-2530 LIGHTS	600	96	-	10,000
528-2545 PAVING/SEAL COATING	25,656	19,919	150,000	150,000
528-2546 SIDEWALK REPAIR	-	-	-	150,000
<b>*** CATEGORY TOTAL ***</b>	<b>40,019</b>	<b>43,162</b>	<b>175,000</b>	<b>345,000</b>
<b>SUPPLIES</b>				
528-3005 ANIMAL SHELTER	120	-	-	-
528-3020 CHEMICALS	566	1,967	5,000	3,500
528-3025 FUEL & OIL	25,039	21,243	40,000	40,000
528-3041 EQUIPMENT SUPPLIES	-	1,827	-	-
528-3045 MINOR TOOLS	6,597	4,359	10,000	8,000
528-3047 SUPPLIES-SIGNS	4,557	2,119	5,000	7,000
528-3053 PAINT	-	594	2,000	5,000
528-3060 SAFETY	25,208	22,451	30,000	25,000
528-3070 SWEEPER BRUSHES	345	1,303	8,000	5,000
<b>*** CATEGORY TOTAL ***</b>	<b>62,433</b>	<b>55,862</b>	<b>100,000</b>	<b>93,500</b>
<b>CAPITAL OUTLAY</b>				
528-4010 CAPITAL OUTLAY	-	391,195	-	-
<b>*** CATEGORY TOTAL ***</b>	<b>-</b>	<b>391,195</b>	<b>-</b>	<b>-</b>
<b>*** DEPARTMENT TOTAL ***</b>	<b>428,617</b>	<b>788,034</b>	<b>574,501</b>	<b>882,576</b>

**CITY OF MERCEDES  
BUILDING MAINTENANCE  
BUDGET SUMMARY  
FISCAL YEAR 2022-2023**

	<b>FY 19-20 ACTUAL</b>	<b>FY 20-21 ACTUAL</b>	<b>FY 21-22 ADOPTED BUDGET</b>	<b>FY 22-23 PROPOSED BUDGET</b>
<b>PERSONNEL COSTS</b>				
530-1010 FULL-TIME EMPLOYEES	22,988	19,458	14,233	75,480
530-1030 PART-TIME EMPLOYEES		-	-	-
530-1080 OVERTIME	1,382	226	2,010	4,000
530-1100 PENSION CONTRIBUTION	4,551	3,417	2,751	13,464
530-1120 SOCIAL SECURITY	1,904	1,507	1,243	6,080
530-1140 UNEMPLOYMENT COMP	-	-	-	-
530-1160 HEALTH & LIFE INSURANCE	3,165	3,376	3,779	16,922
530-1180 WORKERS COMP	556	572	500	1,200
*** CATEGORY TOTAL ***	<u>34,546</u>	<u>28,555</u>	<u>24,516</u>	<u>117,146</u>
<b>OTHER SERVICES &amp; CHARGES</b>				
530-2155 UNIFORMS	1,072	1,419	1,500	3,250
530-2160 UTILITIES-ELECTRICITY				-
*** CATEGORY TOTAL ***	<u>1,072</u>	<u>1,419</u>	<u>1,500</u>	<u>3,250</u>
<b>MAINTENANCE</b>				
530-2500 AIR CONDITIONING	29,603	31,243	50,000	75,000
530-2505 BUILDING	26,880	44,432	120,000	120,000
530-2515 ENVIRONMENTAL		-	-	-
530-2520 EQUIPMENT	8	652	1,500	20,000
530-2530 LIGHTS		-	-	-
*** CATEGORY TOTAL ***	<u>56,491</u>	<u>76,327</u>	<u>171,500</u>	<u>215,000</u>
<b>SUPPLIES</b>				
530-3030 JANITORIAL	29,656	31,009	45,000	35,000
530-3045 MINOR TOOLS	288	210	1,500	3,500
530-3060 SAFETY	-	382	1,500	2,500
*** CATEGORY TOTAL ***	<u>29,944</u>	<u>31,600</u>	<u>48,000</u>	<u>41,000</u>
<b>CAPITAL OUTLAY</b>				
530-4010 CAPITAL OUTLAY		59,897	-	
*** CATEGORY TOTAL ***	<u>-</u>	<u>59,897</u>	<u>-</u>	<u>-</u>
*** DEPARTMENT TOTAL ***	<u><u>122,052</u></u>	<u><u>197,798</u></u>	<u><u>245,516</u></u>	<u><u>376,396</u></u>

**CITY OF MERCEDES  
VEHICLE MAINTENANCE  
BUDGET SUMMARY  
FISCAL YEAR 2022-2023**

	<b>FY 19-20 ACTUAL</b>	<b>FY 20-21 ACTUAL</b>	<b>FY 21-22 ADOPTED BUDGET</b>	<b>FY 22-23 PROPOSED BUDGET</b>
<b>PERSONNEL COSTS</b>				
532-1010 FULL-TIME EMPLOYEES	34,462	63,814	66,364	76,626
532-1030 PART-TIME EMPLOYEES	-	-	-	-
532-1080 OVERTIME	3,082	2,591	3,500	3,000
532-1100 PENSION CONTRIBUTION	7,133	11,284	11,835	13,488
532-1120 SOCIAL SECURITY	2,980	5,019	5,344	6,091
532-1140 UNEMPLOYMENT COMP	4,220	806	-	-
532-1160 HEALTH & LIFE INSURANCE	4,898	7,351	11,283	11,281
532-1180 WORKERS COMP	673	693	600	1,500
*** CATEGORY TOTAL ***	<u>57,448</u>	<u>91,559</u>	<u>98,926</u>	<u>111,986</u>
<b>OTHER SERVICES &amp; CHARGES</b>				
532-2028 GPS SERVICES	-	-	-	35,000
532-2080 EQUIPMENT RENTAL	-	-	-	-
532-2150 TRAVEL & TRAINING	-	40	1,500	1,200
532-2155 UNIFORMS	1,206	2,165	2,300	2,300
*** CATEGORY TOTAL ***	<u>1,206</u>	<u>2,205</u>	<u>3,800</u>	<u>38,500</u>
<b>MAINTENANCE</b>				
532-2520 EQUIPMENT	3,539	3,343	4,000	6,000
532-2561 VEHICLES-FINANCE	-	-	-	-
532-2562 VEHICLES-PLANNING	4,896	3,749	27,500	12,000
532-2563 VEHICLES-POLICE DEPT	44,131	42,013	45,000	80,000
532-2564 VEHICLES-FIRE DEPT	24,386	33,247	35,000	55,000
532-2565 VEHICLES-PW ADMIN	284	252	2,500	2,500
532-2566 VEHICLES-STREETS	10,244	14,650	20,000	33,000
532-2567 VEHICLES-PARKS	2,906	4,612	5,000	15,000
532-2568 VEHICLES-REC CENTER/DOME	-	8	-	2,500
532-2569 VEHICLES-CITY HALL	38	-	-	-
532-2570 VEHICLES-PD FORFEITURE	-	773	-	-
*** CATEGORY TOTAL ***	<u>90,425</u>	<u>102,647</u>	<u>139,000</u>	<u>206,000</u>
<b>SUPPLIES</b>				
532-3025 FUEL & OIL	-	-	-	-
532-3030 JANITORIAL	-	15	-	-
532-3041 EQUIPMENT	-	541	7,000	5,000
532-3045 MINOR TOOLS	112	1,250	7,000	5,000
532-3060 SAFETY	185	116	3,000	1,000
*** CATEGORY TOTAL ***	<u>297</u>	<u>1,921</u>	<u>17,000</u>	<u>11,000</u>
<b>CAPITAL OUTLAY</b>				
530-4010 CAPITAL OUTLAY	-	-	10,000	12,000
*** CATEGORY TOTAL ***	<u>-</u>	<u>-</u>	<u>10,000</u>	<u>12,000</u>
*** DEPARTMENT TOTAL ***	<u><u>149,376</u></u>	<u><u>198,332</u></u>	<u><u>268,726</u></u>	<u><u>379,486</u></u>

**CITY OF MERCEDES  
PARKS & RECREATION  
BUDGET SUMMARY  
FISCAL YEAR 2022-2023**

	<b>FY 19-20 ACTUAL</b>	<b>FY 20-21 ACTUAL</b>	<b>FY 21-22 ADOPTED BUDGET</b>	<b>FY 22-23 PROPOSED BUDGET</b>
<b>PERSONNEL COSTS</b>				
534-1010 FULL-TIME EMPLOYEES	194,289	188,992	195,708	213,280
534-1011 REGULAR-LIVESTOCK EVENT		-	-	-
534-1012 REGULAR-TEXAS STREET FEST		128	-	-
534-1015 CAR ALLOWANCE	-	-	-	-
534-1030 PART-TIME EMPLOYEES		14,232	-	-
534-1080 OVERTIME	15,303	-	15,000	25,000
534-1081 OVERTIME-LIVESTOCK EVENT		494	-	-
534-1082 OVERTIME-TEXAS STREET FES		35,178	-	-
534-1100 PENSION CONTRIBUTION	39,189	15,102	35,694	40,365
534-1120 SOCIAL SECURITY	15,890	2,025	16,119	18,228
534-1140 UNEMPLOYMENT COMP	1,596	36,300	-	-
534-1160 HEALTH & LIFE INSURANCE	34,152	4,820	45,127	45,127
534-1180 WORKERS COMP	4,680		5,500	10,000
*** CATEGORY TOTAL ***	305,099	297,270	313,148	352,000
<b>OTHER SERVICES &amp; CHARGES</b>				
534-2026 CELL PHONES	920	937	1,000	1,000
534-2027 INTERNET	-	-	-	-
534-2080 EQUIPMENT RENTAL	1,274	-	-	-
534-2150 TRAVEL & TRAINING	-	-	-	-
534-2155 UNIFORMS	4,635	5,916	7,000	8,000
534-2160 UTILITIES-ELEC PARKS&RECS	79,827	65,377	75,000	72,000
*** CATEGORY TOTAL ***	86,656	72,230	83,000	81,000
<b>MAINTENANCE</b>				
534-2505 BUILDING	10,830	2,748	10,000	10,000
531-2506 PARK MAINT	1,751	8,608	30,000	-
534-2520 EQUIPMENT	4,360	4,770	15,000	13,000
534-2530 LIGHTS	15,953	-	15,000	-
534-2535 OFFICE MACHINE	-	-	-	-
534-2555 SWIMMING POOL	2,807	1,422	5,000	3,000
*** CATEGORY TOTAL ***	35,702	17,548	75,000	26,000
<b>SUPPLIES</b>				
534-3020 CHEMICALS	684	739	1,000	1,500
534-3025 FUEL & OIL	6,185	7,534	10,000	12,000
534-3030 JANITORIAL/CLEANING		-	-	-
534-3045 MINOR TOOLS	1,143	30	2,500	2,000
534-3041 EQUIPMENT	9,373	227	10,000	8,500
534-3047 REC CENTER IMPROVEMENTS	-	-	-	-
534-3060 SAFETY	1,434	1,272	2,500	2,500
*** CATEGORY TOTAL ***	18,819	9,801	26,000	26,500
<b>CAPITAL OUTLAY</b>				
534-4010 CAPITAL OUTLAY	-	147,064	-	-
*** CATEGORY TOTAL ***	-	147,064	-	-
*** DEPARTMENT TOTAL ***	446,277	543,913	497,148	485,500

**CITY OF MERCEDES  
RECREATION CENTER  
BUDGET SUMMARY  
FISCAL YEAR 2022-2023**

	<b>FY 19-20 ACTUAL</b>	<b>FY 20-21 ACTUAL</b>	<b>FY 21-22 ADOPTED BUDGET</b>	<b>FY 22-23 PROPOSED BUDGET</b>
<b>PERSONNEL COSTS</b>				
535-1010 FULL-TIME EMPLOYEES	37,428	37,073	-	-
535-1015 CAR ALLOWANCE		-	-	-
535-1030 PART-EMPLOYEES	80,302	60,884	-	-
535-1031 LIFEGUARDS		2,228	6,542	15,000
535-1080 OVERTIME	-	-	-	-
535-1100 PENSION CONTRIBUTION	6,802	6,225	-	-
535-1120 SOCIAL SECURITY	9,204	7,676	1,530	1,148
535-1140 UNEMPLOYMENT COMP	335	434	-	-
535-1160 HEALTH & LIFE INSURANCE	4,843	5,176	-	-
535-1180 WORKERS COMP	262	268	100	100
*** CATEGORY TOTAL ***	<u>139,175</u>	<u>119,964</u>	<u>8,172</u>	<u>16,248</u>
<b>OTHER SERVICES &amp; CHARGES</b>				
535-2025 TELEPHONES	2,687	2,594	2,450	2,400
535-2026 CELL PHONES	524	483	-	600
535-2027 INTERNET	10,355	10,251	11,000	11,000
535-2044 CONTRACTUAL SERVICES				14,400
535-2130 MEMBERSHIPS/SUBS.	-	14	-	-
535-2140 RECREATIONAL PROG	3,920	755	-	-
535-2150 TRAVEL & TRAINING	-	-	-	-
535-2155 UNIFORMS	-	158	-	-
535-2160 UTILITIES-ELEC REC. CENTER	6,434	2,377	7,500	7,500
*** CATEGORY TOTAL ***	<u>23,921</u>	<u>16,631</u>	<u>20,950</u>	<u>35,900</u>
<b>MAINTENANCE</b>				
535-2520 EQUIPMENT	959	300	1,000	1,000
535-2525 FURNITURE/FIXTURES	-	-	-	-
535-2535 OFFICE MACHINES	1,954	1,319	-	1,200
535-2555 SWIMMING POOL	4,856	5,319	12,000	20,000
*** CATEGORY TOTAL ***	<u>7,769</u>	<u>6,939</u>	<u>13,000</u>	<u>22,200</u>
<b>SUPPLIES</b>				
535-3025 FUEL & OILS	31	1,305	-	-
535-3030 JANITORIAL	825	145	800	500
535-3045 MINOR TOOLS	65	11	100	100
535-3050 OFFICE	1,329	471	500	-
535-2525 FURNITURE & FIXTURES	-	-	-	-
535-3060 SAFETY	80	148	600	600
*** CATEGORY TOTAL ***	<u>2,330</u>	<u>2,079</u>	<u>2,000</u>	<u>1,200</u>
<b>CAPITAL OUTLAY</b>				
535-4010 CAPITAL OUTLAY	-	-	-	32,000
	<u>-</u>	<u>-</u>	<u>-</u>	<u>32,000</u>
*** DEPARTMENT TOTAL ***	<u><u>173,195</u></u>	<u><u>145,613</u></u>	<u><u>44,122</u></u>	<u><u>107,548</u></u>

**CITY OF MERCEDES  
LIBRARY  
BUDGET SUMMARY  
FISCAL YEAR 2022-2023**

	<b>FY 19-20 ACTUAL</b>	<b>FY 20-21 ACTUAL</b>	<b>FY 21-22 ADOPTED BUDGET</b>	<b>FY 22-23 PROPOSED BUDGET</b>
<b>PERSONNEL COSTS</b>				
536-1010 FULL-TIME EMPLOYEES	197,823	205,448	202,021	225,549
536-1030 PART-TIME EMPLOYEES	23,624	21,776	28,057	18,797
536-1080 OVERTIME	9	-	-	
536-1100 PENSION CONTRIBUTION	36,954	35,278	34,222	38,208
536-1120 SOCIAL SECURITY	17,244	17,247	17,601	18,693
536-1140 UNEMPLOYMENT COMP	618	20	500	
536-1160 HEALTH & LIFE INS	35,308	39,750	39,486	45,127
536-1180 WORKERS COMP	495	510	600	1,100
*** CATEGORY TOTAL ***	312,075	320,029	322,487	347,474
<b>OTHER SERVICES &amp; CHARGES</b>				
536-2012 AUTOMOBILE MILEAGE	440	-	840	840
536-2025 TELEPHONES	3,576	2,646	3,300	2,500
536-2534 SOFTWARE & LICENSES	6,994	3,796	4,500	23,000
536-2032 HISTORICAL COMMITTEE	375	231	400	400
536-2027 INTERNET SERVICES	705	644	800	2,800
536-2130 MEMBERSHIPS/SUBS.	236	239	300	680
536-2133 CREDIT CARD FEES	2,530	1,647	1,560	2,160
536-2135 PERIODICALS	1,435	1,181	1,400	1,600
536-2138 POSTAGE	1,460	1,781	2,200	2,200
536-2139 PROFESSIONAL SERVICES	250	-	-	
536-2150 TRAVEL & TRAINING	455	309	500	2,400
536-2160 UTILITIES-ELEC LIBRARY	8,425	11,414	10,000	12,000
*** CATEGORY TOTAL ***	26,880	23,888	25,800	50,580
<b>MAINTENANCE</b>				
536-2505 BUILDING	-	406	500	
536-2520 EQUIPMENT	1,172	436	500	500
536-2525 FURNITURE / FIXTURES	5,097	772	-	1,000
536-2535 OFFICE MACHINE	4,836	3,060	5,000	4,600
*** CATEGORY TOTAL ***	11,104	4,675	6,000	6,100
<b>SUPPLIES</b>				
536-3011 AUDIO VISUAL	2,230	1,414	1,500	2,000
536-3015 BOOK PROCESSING	1,859	1,430	2,000	2,000
536-3021 BOOKS	12,487	5,357	8,000	12,000
536-3027 INTERLOCAL AGREEMENT	13,802	14,854	14,500	15,000
536-3030 JANITORIAL/CLEANING	-	-	-	
536-3050 OFFICE	3,524	2,344	3,000	3,000
536-3051 CAFE SUPPLIES	13,766	12,648	14,000	17,000
536-3052 EVENTS	591	462	800	1,500
*** CATEGORY TOTAL ***	48,259	38,509	43,800	52,500
<b>CAPITAL OUTLAY</b>				
536-4010 CAPITAL OUTLAY	-	-	13,000	95,142
	-	-	13,000	95,142
*** DEPARTMENT TOTAL ***	398,319	387,100	411,087	551,796

**CITY OF MERCEDES  
PROJECTS  
BUDGET SUMMARY  
FISCAL YEAR 2022-2023**

	<b>FY 19-20 ACTUAL</b>	<b>FY 20-21 ACTUAL</b>	<b>FY 21-22 ADOPTED BUDGET</b>	<b>FY 22-23 PROPOSED BUDGET</b>
<b>OTHER SERVICES &amp; CHARGES</b>				
537-2121 SANITARY SEWER S. MARYLAND	-	-	-	
537-2122 IRRIGATION LINE MIF	-	-	-	
537-2123 LIFT STATION#5	-	-	-	
537-2124 N AVE & DRAINAGE IMP	35,388	-	-	
537-2125 LIGHTING INDUSTRIAL PARK	9,282	-	-	
<b>*** CATEGORY TOTAL ***</b>	<b>44,670</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>*** DEPARTMENT TOTAL ***</b>	<b>44,670</b>	<b>-</b>	<b>-</b>	<b>-</b>

**CITY OF MERCEDES  
SANITATION  
BUDGET SUMMARY  
FISCAL YEAR 2022-2023**

	<b>FY 19-20 ACTUAL</b>	<b>FY 20-21 ACTUAL</b>	<b>FY 21-22 ADOPTED BUDGET</b>	<b>FY 22-23 PROPOSED BUDGET</b>
<b>PERSONNEL COSTS</b>				
538-1010 FULL-TIME EMPLOYEES	219,345	190,657	168,711	186,490
538-1080 OVERTIME	3,025	948	1,485	600
538-1100 PENSION CONTRIBUTION	40,924	36,126	28,831	31,693
538-1120 SOCIAL SECURITY	16,341	14,527	13,020	14,312
538-1140 UNEMPLOYMENT	0	-	-	
538-1160 HEALTH & LIFE INSURANCE	23,911	20,528	21,210	22,112
538-1180 WORKERS COMP	302	266	320	600
<b>*** CATEGORY TOTAL ***</b>	<b>303,847</b>	<b>263,052</b>	<b>233,577</b>	<b>255,807</b>
<b>OTHER SERVICES &amp; CHARGES</b>				
538-2045 CONTRACTUAL SERVICE	1,043,832	1,109,024	1,200,000	1,300,000
538-2050 RECYCLING BEAUTIFICATION	-	-	-	
<b>*** CATEGORY TOTAL ***</b>	<b>1,043,832</b>	<b>1,109,024</b>	<b>1,200,000</b>	<b>1,300,000</b>
<b>*** DEPARTMENT TOTAL ***</b>	<b>1,347,679</b>	<b>1,372,075</b>	<b>1,433,577</b>	<b>1,555,807</b>

**CITY OF MERCEDES  
DOME SHELTER  
BUDGET SUMMARY  
FISCAL YEAR 2022-2023**

	<b>FY 19-20 ACTUAL</b>	<b>FY 20-21 ACTUAL</b>	<b>FY 21-22 ADOPTED BUDGET</b>	<b>FY 22-23 PROPOSED BUDGET</b>
<b>PERSONNEL COSTS</b>				
539-1010 FULL TIME EMPLOYEES	86,651	84,715	93,850	94,150
539-1015 CAR ALLOWANCE	-	-	-	-
539-1030 PART-TIME EMPLOYEES	61,998	33,200	72,502	72,502
539-1080 OVERTIME	-	-	-	-
539-1100 PENSION CONTRIBUTION	15,766	14,616	15,898	15,949
539-1120 SOCIAL SECURITY	11,674	8,971	12,726	12,749
539-1140 UNEMPLOYMENT COMP	1,247	739	-	-
539-1160 HEALTH & LIFE INS	9,806	10,473	11,282	11,281
539-1180 WORKERS COMP	-	-	200	400
*** CATEGORY TOTAL ***	187,142	152,714	206,458	207,031
<b>OTHER SERVICES &amp; CHARGES</b>				
539-2010 ADVERTISING	-	-	-	-
539-2012 AUTOMOBILE MILEAGE	3,432	1,117	3,000	3,000
539-2025 TELEPHONE	2,600	2,606	2,650	3,500
539-2026 CELL PHONE	1,108	885	1,000	1,200
539-2027 INTERNET	8,910	7,140	10,550	11,000
539-2044 CONTRACTUAL SVS	-	-	-	-
539-2080 EQUIPMENT RENTAL/LEASE	-	-	-	-
539-2130 MEMBERSHIP/SUBS.	-	14	-	-
539-2138 POSTAGE	-	-	-	-
539-2140 RECREATIONAL PROG.	8,611	2,381	7,500	17,000
539-2150 TRAVEL TRAINING	200	-	-	-
539-2155 UNIFORMS	133	728	500	800
539-2160 UTILITIES	25,607	23,159	23,000	23,000
*** CATEGORY TOTAL ***	50,602	38,030	48,200	59,500
<b>MAINTENANCE</b>				
539-2520 EQUIPMENT	1,000	70	1,000	1,000
5392535 OFFICE MACHINE	1,560	991	1,500	3,200
*** CATEGORY TOTAL ***	2,560	1,061	2,500	4,200
<b>SUPPLIES</b>				
539-3030 JANITORIAL	608	284	600	600
539-3050 OFFICE	304	349	1,000	1,000
539-3051 FURNITURE & FIXTURES	-	-	-	-
539-2525 OFFICE FURNITURE	-	-	-	-
539-3060 SAFETY	189	149	600	600
*** CATEGORY TOTAL ***	1,100	782	2,200	2,200
<b>CAPITAL OUTLAY</b>				
539-4010 CAPITAL OUTLAY	-	-	-	24,000
	-	-	-	24,000
*** DEPARTMENT TOTAL ***	241,404	192,588	259,358	296,931

**CITY OF MERCEDES  
NON DEPARTMENTAL  
BUDGET SUMMARY  
FISCAL YEAR 2022-2023**

	<b>FY 19-20 ACTUAL</b>	<b>FY 20-21 ACTUAL</b>	<b>FY 21-22 ADOPTED BUDGET</b>	<b>FY 22-23 PROPOSED BUDGET</b>
<b>OTHER SERVICES &amp; CHARGES</b>				
540-2010 ADVERTISING	32,071	22,227	49,200	50,000
540-2020 AUDITOR FEES	44,077	32,775	37,210	31,800
540-2021 BAD DEBT EXPENSE CUSTOMER A	-	-	-	100,000
540-2027 INTERNET	5,996	6,238	6,303	6,303
540-2028 RECODIFICATION	-	-	-	-
540-2029 CASH SHORT/OVER	(11)	(16)	100	100
540-2040 CONTINGENCY	3,118	-	-	129,601
540-2042 CONT'L SVCS- HUMANE SOC	41,605	35,755	24,000	30,000
540-2044 CONTRACTUAL SERVICE	231,844	391,051	175,000	110,000
540-2045 CONT'L SVCS-AMBULANCE	-	-	-	-
540-2049 CONTRIBUTION-VIDA	20,000	20,000	50,000	25,000
540-2055 CONTRIBUTIONS-AMIGOS DEL VA	5,000	5,000	5,000	5,000
540-2056 CONTRIBUTIONS-XMAS BANQUET	2,169	1,011	3,000	3,000
540-2057 CONTRIBUTIONS-CHRISTMAS DEC	42,064	28,449	-	-
540-2058 CONTRIBUTIONS-CHAMBER CONT.	10,500	6,000	31,000	20,000
540-2059 CONTRIBUTIONS-XMAS PARADE	-	-	3,000	1,000
540-2061 CONTRIBUTIONS-MERCEDES BASK	20,000	20,000	20,000	20,000
540-2062 KEEP MERCEDES BEAUTIFUL	-	-	10,000	10,000
540-2065 CONTRIBUTIONS-TO OTHERS	4,312	5,000	7,500	7,500
540-2066 CONTRIBUTIONS-PARADE LIVEST	2,064	-	2,100	1,000
540-2067 CONTRIBUTIONS-LRGVDC TRANS	30,000	30,000	30,000	33,000
540-2089 ELECTION COSTS	-	43,733	35,000	35,000
540-2072 ABSENCE INCENTIVE	-	-	-	-
540-2073 VACATION BUYBACK	-	-	18,000	5,000
540-2075 ENGINEERING FEES	274,006	202,026	170,000	170,000
540-2079 ONE TIME PAY RAISE	-	-	50,000	50,000
540-2081 COMMUNITY EVENTS	5,024	218	30,000	38,200
540-2082 CONTRIBUTIONS-THANKSGIVING	41	-	-	-
540-2090 HIDALGO CO APPRAISAL DIST	47,594	51,043	48,000	55,000
540-2108 INSURANCE-LAW ENFORCEMENT	15,501	18,689	19,000	35,000
540-2101 INSURANCE-LIABILITY	22,092	21,818	22,000	28,000
540-2102 INSURANCE-DEDUCTIBLES	36,413	-	25,000	15,000
540-2103 INSURANCE-PROPERTY	79,227	88,309	90,000	102,000
540-2104 INSURANCE-VEHICLE	21,475	27,893	30,000	40,000
540-2106 INSURANCE-HEALTH CLAIMS	-	-	-	-
540-2107 DAMAGE CLAIMS	1,021	125	1,000	1,000
540-2125 LEGAL FEES	357,960	282,524	150,000	200,000
540-2130 MEMBERSHIP-SUBS	100	177	200	200
540-2133 BANK/CREDIT CARD FEES	136	-	-	-
540-2137 PHYSICAL & OTHER EXPENSE	5,849	6,024	4,000	4,000
540-2138 POSTAGE	-	-	-	-
540-2139 PROFESSIONAL SERVICES	26,314	15,876	70,000	70,000
540-2140 SAFETY SUPPLIES	-	-	-	-
540-2144 HCAD FEES	225	332	300	400
540-2145 FIXED ASSET INVENTORY FEES	9,900	-	-	-
540-2146 HIDALGO CO TAX OFFICE	21,936	21,936	21,936	22,000
540-2147 TAX COLL FEES-DELINQ TAX AT	56,517	69,901	45,000	70,000
540-2160 UTILITIES-ELECT ST LIGHTS	174,247	168,465	165,000	165,000
540-2204 TRANSFER OUT	298,634	179,566	100,000	100,000

**CITY OF MERCEDES  
NON DEPARTMENTAL  
BUDGET SUMMARY  
FISCAL YEAR 2022-2023**

	<b>FY 19-20 ACTUAL</b>	<b>FY 20-21 ACTUAL</b>	<b>FY 21-22 ADOPTED BUDGET</b>	<b>FY 22-23 PROPOSED BUDGET</b>
540-2212 TIRZ CONTRIBUTION	-		55,000	
540-2214 UTRGV-REIMBURSEMENT	-			
540-2215 PROJECT RESIDENCY	150,000	75,000	75,000	
540-2216 ECONOMIC DEVELOP. CONT			100,000	1,000,000
540-2220 OUTLET MALL - REBATE	-			
*** CATEGORY TOTAL ***	<u>2,099,020</u>	<u>1,877,143</u>	<u>1,777,849</u>	<u>2,789,104</u>
<b>SUPPLIES</b>				
540-3060 WRITE OFF RECEIVABLES	-	-	-	
540-3550 WRITE OFF	-	-	-	
*** CATEGORY TOTAL ***	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>CAPITAL OUTLAY</b>				
540-4011 LAND FOR ECONOMIC DEVELOPMENT	-			-
540-4015 CAPITAL OUTLAY	-			100,000
540-4045 CAPITAL OUTLAY	5,400			250,000
*** CATEGORY TOTAL ***	<u>5,400</u>	<u>-</u>	<u>-</u>	<u>350,000</u>
<b>DEBT SERVICE</b>				
540-5010 REVOLVING CREDIT INTEREST	-	5,514		-
540-5066 VTX OBLIGATION	125,000	93,750	125,000	125,000
540-5067 OUTLET MALL	273,886	214,843	616,993	500,000
540-5068 REVOLVING CREDIT FEES	8,250	140		
540-5069 PRINCIPAL LEASE-EQUIPMENT		76,381		
540-5070 OTHER FINANCING USES				
540-5071 INTEREST LEASE-EQUIPMENT	-	1,846		
*** CATEGORY TOTAL ***	<u>407,136</u>	<u>392,473</u>	<u>741,993</u>	<u>625,000</u>
*** DEPARTMENT TOTAL ***	<u><u>2,511,556</u></u>	<u><u>2,269,616</u></u>	<u><u>2,519,842</u></u>	<u><u>3,764,104</u></u>



# ENTERPRISE FUND FUND 02

**CITY OF MERCEDES  
BUDGET SUMMARY  
UTILITY FUND  
FISCAL YEAR 2022-2023**

	<b>FY 19-20 ACTUAL</b>	<b>FY 20-21 ACTUAL</b>	<b>FY 21-22 ADOPTED BUDGET</b>	<b>FY 22-23 PROPOSED BUDGET</b>
<b>REVENUE SUMMARY</b>				
WATER AND SEWER SALES	4,816,550	4,880,231	5,450,118	5,892,000
FEES AND PENALTIES	104,607	155,311	132,000	1,260,140
MISCELLANEOUS	4,489,262	4,284	3,500	2,700
<b>*** TOTAL REVENUES ***</b>	<b>9,410,418</b>	<b>5,039,826</b>	<b>5,585,618</b>	<b>7,154,840</b>
<b>EXPENDITURE SUMMARY</b>				
19-INFORMATION TECHNOLOG	63,198	19,182	61,500	98,539
20-UTILITY BILLING	168,100	149,679	120,192	146,357
25-METER READERS	116,165	115,804	143,398	153,469
30-WATER/SEWER FIELD CREW	701,650	704,297	976,124	1,104,412
35-WATER/SEWER TREATMENT	2,875,846	2,677,850	2,818,601	3,563,500
40-DEBT SERVICE	194,200	165,708	780,776	947,583
45-NON-DEPARTMENTAL	1,674,308	1,589,987	685,027	1,140,980
<b>*** TOTAL EXPENDITURES ***</b>	<b>5,793,467</b>	<b>5,422,507</b>	<b>5,585,618</b>	<b>7,154,840</b>
<b>** REV OVER(UNDER)</b>	<b>3,616,951</b>	<b>(382,681)</b>	<b>-</b>	<b>-</b>

**CITY OF MERCEDES  
REVENUES  
BUDGET SUMMARY  
FISCAL YEAR 2022-2023**

	<b>FY 19-20 ACTUAL</b>	<b>FY 20-21 ACTUAL</b>	<b>FY 21-22 ADOPTED BUDGET</b>	<b>FY 22-23 PROPOSED BUDGET</b>
<b>WATER AND SEWER SALES</b>				
42000 WATER SALES	2,636,299	2,684,623	3,096,497	3,350,000
42020 SEWER SALES	2,160,577	2,195,608	2,353,621	2,542,000
42023 SEWER SALES NORTH	19,675			
<b>** REVENUE CATEGORY TOTAL **</b>	<b>4,816,550</b>	<b>4,880,231</b>	<b>5,450,118</b>	<b>5,892,000</b>
<b>FEES AND PENALTIES</b>				
42100 INSTALLATION FEES	-	-	-	
42112 WATER METER FEES	18,938	38,410	40,000	120,000
42120 WATER-LATE FEES	60,551	103,463	80,000	160,000
42131 TAMPERING FEES			-	
42140 WATER RECHECK FEE				140
42160 WATER/SEWER TAP	6,435	891	-	40,000
42161 WATER RIGHTS				900,000
42165 LABOR FEES	-		-	
42170 CAPITAL IMPROVEMENT	8,882	3	-	
42180 RECONNECT CHARGES	9,800	12,544	12,000	40,000
<b>** REVENUE CATEGORY TOTAL **</b>	<b>104,607</b>	<b>155,311</b>	<b>132,000</b>	<b>1,260,140</b>
<b>MISCELLANEOUS</b>				
43050 INTEREST EARNED	6,425	3,194	-	
44030 MISC REVENUE	1,945	1,050	-	
44020 INTEREST EARNED			1,500	700
40000 MISC REVENUE			1,500	2,000
44000 TAMPERING FEES	150	40	500	
44085 TRANSFER IN	4,480,742	-		
<b>** REVENUE CATEGORY TOTAL **</b>	<b>4,489,262</b>	<b>4,284</b>	<b>3,500</b>	<b>2,700</b>
<b>**TOTAL REVENUES **</b>	<b>9,410,418</b>	<b>5,039,826</b>	<b>5,585,618</b>	<b>7,154,840</b>

**CITY OF MERCEDES  
IT UTILITIES ADMINISTRATION  
BUDGET SUMMARY  
FISCAL YEAR 2022-2023**

	<b>FY 19-20 ACTUAL</b>	<b>FY 20-21 ACTUAL</b>	<b>FY 21-22 ADOPTED BUDGET</b>	<b>FY 22-23 PROPOSED BUDGET</b>
<b>MAINTENANCE</b>				
519-2515 IT-UTILITY ADMIN	1,885	1,885	-	
519-2519 IT-UTILITY BILLING		7,491	35,000	58,539
519-2522 IT-METER READERS	-	-	2,500	16,000
519-2524 IT-WATER/SEWER	-	-		
519-2534 IT SOFTWARE LICENSE	61,313	9,806	24,000	24,000
519-2542 IT-NON DEPART	0			
<b>*** CATEGORY TOTAL ***</b>	<b>63,198</b>	<b>19,182</b>	<b>61,500</b>	<b>98,539</b>
<b>*** DEPARTMENT TOTAL ***</b>	<b>63,198</b>	<b>19,182</b>	<b>61,500</b>	<b>98,539</b>

**CITY OF MERCEDES  
UTILITY BILLING  
BUDGET SUMMARY  
FISCAL YEAR 2022-2023**

	<b>FY 19-20 ACTUAL</b>	<b>FY 20-21 ACTUAL</b>	<b>FY 21-22 ADOPTED BUDGET</b>	<b>FY 22-23 PROPOSED BUDGET</b>
<b>PERSONNEL COSTS</b>				
520-1010 FULL-TIME EMPLOYEES	74,779	62,219	56,578	74,795
520-1030 TEMP-EMPLOYEES	810	-	-	
5201080 OVERTIME		-	-	
520-1100 PENSION CONTRIBUTION	13,870	10,994	9,584	12,177
520-1120 SOCIAL SECURITY	5,394	4,454	4,328	5,722
520-1140 UNEMPLOYMENT COMP	-	-	-	
520-1160 HEALTH & LIFE INSURANCE	9,731	10,425	14,102	18,121
520-1180 WORKERS COMP	63	65	100	142
<b>*** CATEGORY TOTAL ***</b>	<b>104,647</b>	<b>88,157</b>	<b>84,692</b>	<b>110,957</b>
<b>OTHER SERVICES &amp; CHARGES</b>				
520-2010 ADVERTISING	1,720	-	-	
520-2025 TELEPHONE		1,324	1,800	1,800
520-2026 CELL PHONES		-	-	
520-2027 INTERNET	5,503	6,238	6,300	4,000
520-2044 CONTRACTURAL SVCS	200	-	-	
520-2130 MEMBERSHIPS		-	-	
520-2133 BANK/CREDIT FEES	29,881	22,570	-	
520-2138 POSTAGE	19,512	22,979	20,000	20,000
520-2141 CASH SHORT/OVER	(98)	(11)	100	100
520-2150 TRAVEL & TRAINING	275	-	600	1,000
<b>*** CATEGORY TOTAL ***</b>	<b>56,994</b>	<b>53,100</b>	<b>28,800</b>	<b>26,900</b>
<b>MAINTENANCE</b>				
520-2520 EQUIPMENT	-	-	-	
520-2525 FURNITURE / FIXTURES	-	47	-	500
520-2535 OFFICE MACHINE	1,121	1,684	1,700	3,000
<b>*** CATEGORY TOTAL ***</b>	<b>1,121</b>	<b>1,731</b>	<b>1,700</b>	<b>3,500</b>
<b>SUPPLIES</b>				
520-3050 OFFICE	5,338	6,691	5,000	5,000
<b>*** CATEGORY TOTAL ***</b>	<b>5,338</b>	<b>6,691</b>	<b>5,000</b>	<b>5,000</b>
<b>*** DEPARTMENT TOTAL ***</b>	<b>168,100</b>	<b>149,679</b>	<b>120,192</b>	<b>146,357</b>

**CITY OF MERCEDES  
METER READERS  
BUDGET SUMMARY  
FISCAL YEAR 2022-2023**

	<b>FY 19-20 ACTUAL</b>	<b>FY 20-21 ACTUAL</b>	<b>FY 21-22 ADOPTED BUDGET</b>	<b>FY 22-23 PROPOSED BUDGET</b>
<b>PERSONNEL COSTS</b>				
525-1010 FULL-TIME EMPLOYEES	30,124	49,941	56,603	61,986
525-1030 PART-TIME EMPLOYEES		-	-	
525-1080 OVERTIME	215	-	1,000	1,000
525-1100 PENSION CONTRIBUTION	5,673	8,462	9,706	10,669
525-1120 SOCIAL SECURITY	2,342	3,734	4,407	4,818
525-1140 UNEMPLOYMENT COMP	-	-	-	-
525-1160 HEALTH & LIFE INSURANCE	9,458	12,861	11,282	11,281
525-1180 WORKERS COMP	554	571	600	115
*** CATEGORY TOTAL ***	<u>48,367</u>	<u>75,569</u>	<u>83,598</u>	<u>89,869</u>
<b>OTHER SERVICES &amp; CHARGES</b>				
525-2027 INTERNET				2,600
525-2155 UNIFORMS	1,105	1,701	2,300	2,300
*** CATEGORY TOTAL ***	<u>1,105</u>	<u>1,701</u>	<u>2,300</u>	<u>4,900</u>
<b>MAINTENANCE</b>				
525-2520 EQUIPMENT	-	-	-	
525-2557 SYSTEM IMPROVEMENTS	62,291	34,798	50,000	50,000
525-2560 VEHICLES/GENERAL REPAIRS	1,301	1,135	2,000	3,000
*** CATEGORY TOTAL ***	<u>63,592</u>	<u>35,933</u>	<u>52,000</u>	<u>53,000</u>
<b>SUPPLIES</b>				
525-3020 CHEMICALS	-	-	-	
525-3025 FUEL & OIL	2,615	2,191	3,000	3,000
525-3045 MINOR TOOLS	486	410	2,000	2,000
520-3050 OFFICE			500	500
525-3056 SUPPLIES	-	-	-	100
525-3060 SAFETY	-	-	-	100
*** CATEGORY TOTAL ***	<u>3,101</u>	<u>2,601</u>	<u>5,500</u>	<u>5,700</u>
<b>CAPITAL OUTLAY</b>				
530-4010 CAPITAL OUTLAY	-	-	-	-
*** CATEGORY TOTAL ***	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
*** DEPARTMENT TOTAL ***	<u><u>116,165</u></u>	<u><u>115,804</u></u>	<u><u>143,398</u></u>	<u><u>153,469</u></u>

**CITY OF MERCED  
WATER/SEWER FIELD CREW  
BUDGET SUMMARY  
FISCAL YEAR 2022-2023**

	<b>FY 19-20 ACTUAL</b>	<b>FY 20-21 ACTUAL</b>	<b>FY 21-22 ADOPTED BUDGET</b>	<b>FY 22-23 PROPOSED BUDGET</b>
<b>PERSONNEL</b>				
530-1010 FULL-TIME EMPLOYEES	301,210	300,372	327,140	356,885
530-1011 REGULAR-LIVESTOCK EVENT		-	-	
530-1012 REGULAR-TEXAS STREET FEST		252	-	
530-1030 PART-TIME EMPLOYEES		-	-	
530-1080 OVERTIME	19,838	17,639	45,000	40,000
530-1081 OVERTIME-LIVESTOCK EVENT		-	-	
530-1082 OVERTIME-TEXAS STREET FEST		423	-	
530-1100 PENSION CONTRIBUTION	59,848	55,231	63,040	61,417
530-1120 SOCIAL SECURITY	24,726	24,163	28,468	30,361
530-1140 UNEMPLOYMENT COMP	5,851	2,766	1,200	
530-1160 HEALTH & LIFE INSURANCE	59,551	58,393	68,876	68,876
530-1180 WORKERS COMP	5,501	5,665	6,500	773
*** CATEGORY TOTAL ***	<u>476,523</u>	<u>464,903</u>	<u>540,224</u>	<u>558,312</u>
<b>OTHER SERVICES &amp; CHARGES</b>				
530-2010 ADVERTISING		-	-	
530-2025 TELEPHONES	1,362	975	1,300	1,300
530-2026 CELL PHONES	2,393	2,168	2,500	2,500
530-2027 INTERNET	219	319	300	300
530-2130 MEMBERSHIP/SUBS	-	-	-	-
530-2150 TRAVEL & TRAINING	-	-	700	1,500
530-2155 UNIFORMS	5,493	7,027	9,600	9,000
530-2160 UTILITIES-ELECTRICITY		-	-	-
*** CATEGORY TOTAL ***	<u>9,468</u>	<u>10,488</u>	<u>14,400</u>	<u>14,600</u>
<b>MAINTENANCE</b>				
530-2505 BUILDING	1,761	-	-	
530-2520 EQUIPMENT	24,468	34,501	50,000	60,000
530-2525 EQUIPMENT RENTAL	32,012	10,924	10,000	10,000
530-2557 SYSTEM IMPROVEMENTS	122,434	135,996	250,000	350,000
530-2560 VEHICLES-GENERAL REPAIRS	3,074	8,173	40,000	40,000
*** CATEGORY TOTAL ***	<u>183,750</u>	<u>189,594</u>	<u>350,000</u>	<u>460,000</u>
<b>SUPPLIES</b>				
530-3020 CHEMICALS	426	-	1,000	1,000
530-3025 FUEL & OIL	18,992	20,488	40,000	40,000
530-3045 MINOR TOOLS	5,280	5,227	10,000	10,000
530-3056 SUPPLIES	839	1,576	3,500	3,500
530-3060 SAFETY	3,555	1,456	7,000	7,000
530-3080 H&H LIFT STATION		-	-	
530-3100 EQUIPMENT	2,816	10,564	10,000	10,000
*** CATEGORY TOTAL ***	<u>31,909</u>	<u>39,311</u>	<u>71,500</u>	<u>71,500</u>
*** DEPARTMENT TOTAL ***	<u><u>701,650</u></u>	<u><u>704,297</u></u>	<u><u>976,124</u></u>	<u><u>1,104,412</u></u>

**CITY OF MERCEDES  
WATER/SEWER TREATMENT  
BUDGET SUMMARY  
FISCAL YEAR 2022-2023**

	<b>FY 19-20 ACTUAL</b>	<b>FY 20-21 ACTUAL</b>	<b>FY 21-22 ADOPTED BUDGET</b>	<b>FY 22-23 PROPOSED BUDGET</b>
<b>OTHER SERVICES &amp; CHARGES</b>				
535-2025 TELEPHONE				
535-2044 CONTRACTUAL SERVICES	1,186,101	1,612,563	1,186,101	2,016,000
535-2148 TESTING FEES	13,360	15,242	25,000	35,000
535-2160 UTILITIES - ELECTRICITY	293,050	316,062	270,000	270,000
535-2161 UTILITIES-WATER	3,839	4,014	4,500	4,500
535-2170 LT2 SAMPLING	-	-	-	-
535-2180 PERMITS	28,290	28,890	55,000	55,000
535-2181 LIFT STATION SCADA		33,959	18,000	18,000
535-2195 WATER PURCHASES	114,771	90,527	60,000	115,000
*** CATEGORY TOTAL ***	<u>1,639,412</u>	<u>2,101,256</u>	<u>1,618,601</u>	<u>2,513,500</u>
<b>MAINTENANCE</b>				
535-2520 EQUIPMENT	-	-	-	-
535-2531 CHEMICAL	210,158	41,336	250,000	250,000
535-2540 SLUDGE HAULING	718,391	403,177	700,000	500,000
535-2557 SYSTEM IMPROVEMENTS	307,886	132,080	250,000	300,000
*** CATEGORY TOTAL ***	<u>1,236,434</u>	<u>576,593</u>	<u>1,200,000</u>	<u>1,050,000</u>
<b>CAPITAL OUTLAY</b>				
535-4010 CAPITAL OUTLAY	-	-	-	-
*** CATEGORY TOTAL ***	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
*** DEPARTMENT TOTAL ***	<u><u>2,875,846</u></u>	<u><u>2,677,850</u></u>	<u><u>2,818,601</u></u>	<u><u>3,563,500</u></u>

**CITY OF MERCEDES  
DEBT SERVICE  
BUDGET SUMMARY  
FISCAL YEAR 2022-2023**

	<b><u>FY 19-20 ACTUAL</u></b>	<b><u>FY 20-21 ACTUAL</u></b>	<b><u>FY 21-22 ADOPTED BUDGET</u></b>	<b><u>FY 22-23 PROPOSED BUDGET</u></b>
<b>OTHER SERVICES &amp; CHARGES</b>				
540-2133 BANK FEES	-	-	-	
540-2024 COMPENSATED ABSENCES	-	-	-	
*** CATEGORY TOTAL ***	-	-	-	-
<b>DEBT SERVICE</b>				
540-5055 BOND ISSUE COSTS				
540-5057 AMORT OF BOND PREMIUM	(5,732)	(10,463)		
540-5000 BOND FEE	3,100	4,450	3,200	
540-6002 SERIES 2006 PRINCIPAL			65,000	65,000
540-6003 SERIES 2013 TWDB PRINCIPAL			165,000	165,000
540-6006 SERIES 2010A BOND	6,757	1,865		
540-6010 SERIES 2008 BOND INTEREST	17,461	4,871		
540-6012 SERIES 2013 REFD INTEREST	7,869	6,121	4,607	2,802
540-6014 SERIES 2013 TWDB INTEREST	39,240	38,171	36,881	35,074
540-6016 SERIES 2013 REF PRINCIPAL			70,000	75,000
540-6017 SERIES 2016 REF PRINCIPAL			323,700	337,350
540-6018 SERIES 2016 REF INTE	125,505	120,693	112,388	99,167
540-6019 SERIES 2021 PRINCIPAL				78,750
540-6020 SERIES 2021 INTEREST				89,440
*** CATEGORY TOTAL ***	194,200	165,708	780,776	947,583
*** DEPARTMENT TOTAL ***	194,200	165,708	780,776	947,583

**CITY OF MERCEDES  
NON DEPARTMENT  
BUDGET SUMMARY  
FISCAL YEAR 2022-2023**

	<b><u>FY 19-20 ACTUAL</u></b>	<b><u>FY 20-21 ACTUAL</u></b>	<b><u>FY 21-22 ADOPTED BUDGET</u></b>	<b><u>FY 22-23 PROPOSED BUDGET</u></b>
<b>OTHER SERVICES &amp; CHARGES</b>				
545-2010 ADVERTISING				
545-2020 AUDIT FEES	27,593	24,725	23,790	28,200
545-2027 COMPENSATED ABSCENCES	2,140	-		
545-2021 BAD DEBTS		(87)		20,000
545-2041 CONTINGENCY	2,541			
545-2047 NORTH ALAMO FEES	445	2,296	1,000	1,000
545-2044 CONTRACTUAL SERVICES	-			
545-2075 ENGINEERING	-			
545-2100 INSURANCE	53,363	59,833	65,000	70,000
545-2125 LEGAL FEES				
545-2150 R&R DEPRECIATION RESERVE				
545-2152 LOSS ON DISPOSITION OF ASSETS				
*** CATEGORY TOTAL ***	<u>86,082</u>	<u>86,767</u>	<u>89,790</u>	<u>119,200</u>
<b>SUPPLIES</b>				
545-3550 WRITE OFFS	2,400	-	-	
*** CATEGORY TOTAL ***	<u>2,400</u> #	<u>-</u>	<u>-</u>	<u>-</u>
<b>DEBT SERVICE</b>				
545-6001 DEPRECIATION EXPENSE	856,756	809,887		-
545-6002 DEPRECIATION EXPENSE	729,070	693,333		-
545-6013 TRANSFER TO GL				300,000
545-6014 CONTRIBUTION TO CASH	-		595,237	721,780
545-6015 TRANSFER OUT	-			
*** CATEGORY TOTAL ***	<u>1,585,826</u>	<u>1,503,220</u>	<u>595,237</u>	<u>1,021,780</u>
*** DEPARTMENT TOTAL ***	<u><u>1,674,308</u></u>	<u><u>1,589,987</u></u>	<u><u>685,027</u></u>	<u><u>1,140,980</u></u>



# KMB FUND FUND 12

CITY OF MERCEDES  
KMB  
BUDGET SUMMARY  
FISCAL YEAR 2022-2023

	<u>FY 19-20</u> <u>ACTUAL</u>	<u>FY 20-21</u> <u>ACTUAL</u>	<u>FY 21-22</u> <u>ADOPTED</u> <u>BUDGET</u>	<u>FY 22-23</u> <u>PROPOSED</u> <u>BUDGET</u>
<b>REVENUE SUMMARY</b>				
INTERGOVERNMENTAL	-	-	-	10,000
MISCELLANEOUS	-	-	-	0
<b>*** TOTAL REVENUES ***</b>	<u>-</u>	<u>-</u>	<u>-</u>	<u>10,000</u>
<b>EXPENDITURE SUMMARY</b>				
20-KEEP MERCEDES BAUTI	<u>1,404</u>	<u>318</u>	<u>-</u>	<u>10,000</u>
<b>*** TOTAL EXPENDITURES ***</b>	<u>1,404</u>	<u>318</u>	<u>-</u>	<u>10,000</u>
<b>** REVENUES OVER(UNDER)</b>	<u><u>(1,404)</u></u>	<u><u>(318)</u></u>	<u><u>0</u></u>	<u><u>0</u></u>

CITY OF MERCEDES  
KMB  
BUDGET SUMMARY  
FISCAL YEAR 2022-2023

	<u>FY 19-20 ACTUAL</u>	<u>FY 20-21 ACTUAL</u>	<u>FY 21-22 ADOPTED BUDGET</u>	<u>FY 22-23 PROPOSED BUDGET</u>
INTERGOVERNMENTAL				
43000 KMB-CITY CONT				10,000
<b>** REVENUE CATEGORY TOTAL **</b>	<u>-</u>	<u>-</u>	<u>-</u>	<u>10,000</u>
MISCELLANEOUS				
44030 REVENUES-KMB				
44020 INTEREST EARNED				
44031 DONATIONS				
<b>** REVENUE CATEGORY TOTAL **</b>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>**TOTAL REVENUES **</b>	<u><u>0</u></u>	<u><u>0</u></u>	<u><u>-</u></u>	<u><u>10,000</u></u>

CITY OF MERCEDES  
KMB  
BUDGET SUMMARY  
FISCAL YEAR 2022-2023

	FY 19-20 ACTUAL	FY 20-21 ACTUAL	FY 21-22 ADOPTED BUDGET	FY 22-23 PROPOSED BUDGET
<b>OTHER SERVICES &amp; CHARGES</b>				
520-2010 LITTER LAW-CLEANUP	314	143		500
520-2020 EDUCATION/OUTREACH	349			1,000
520-2030 KTB ANNUAL CONFERENCE				3,000
520-2040 COMM. LEADERSHIP & COORD				2,000
520-2050 BEAUTIFICATION & COMM. IMPR	82			2,000
520-2060 SIGNS/ADVERTISING				100
520-2070 KMB AFFILIATE DUES	269	175		200
520-2080 PUBLIC AWARENESS				150
520-2100 LANDSCAPING	391			800
520-2110 LITTER LAW & ILLEGAL DUMPING				100
520-2120 VOLUNTEER/TEAM MEMBERS				150
<b>**TOTAL OTHER SERVICES &amp; CHARGES**</b>	<b>1,404</b>	<b>318</b>	<b>0</b>	<b>10,000</b>
<b>**TOTAL EXPENSED **</b>	<b>1,404</b>	<b>318</b>	<b>-</b>	<b>10,000</b>

NOTES:



# INTEREST & SINKING FUND FUND 15

**CITY OF MERCEDES  
INTEREST & SINKING  
BUDGET SUMMARY  
FISCAL YEAR 2022-2023**

	<b>FY 19-20 ACTUAL</b>	<b>FY 20-21 ACTUAL</b>	<b>FY 21-22 ADOPTED BUDGET</b>	<b>FY 22-23 PROPOSED BUDGET</b>
<b>REVENUE SUMMARY</b>				
TAXES	1,900,185	1,924,099	2,097,822	2,296,070
INTERGOVERNMENTAL	-	-	-	-
MISCELLANEOUS	216,131	209,316	318,750	2,000
<b>** TOTAL REVENUES **</b>	<b>2,116,316</b>	<b>2,133,415</b>	<b>2,416,572</b>	<b>2,298,070</b>
<b>EXPENDITURE SUMMARY</b>				
40-NON-DEPARTMENTAL				
OTHER SERVICES & CHARGES	-	-	-	-
DEBT SERVICE	2,014,215	2,012,337	2,416,572	2,298,070
<b>**TOTAL EXPENDITURES **</b>	<b>2,014,215</b>	<b>2,012,337</b>	<b>2,416,572</b>	<b>2,298,070</b>
<b>**REVENUE OVER/(UNDER)</b>	<b>102,101</b>	<b>121,078</b>	<b>-</b>	<b>-</b>

**CITY OF MERCEDES  
REVENUES  
BUDGET SUMMARY  
FISCAL YEAR 2022-2023**

	<b>FY 19-20 ACTUAL</b>	<b>FY 20-21 ACTUAL</b>	<b>FY 21-22 ADOPTED BUDGET</b>	<b>FY 22-23 PROPOSED BUDGET</b>
<b>TAXES</b>				
40010 ADVALOREM TAX-GENERAL	1,766,888	1,807,509	1,992,822	2,176,070
40025 REVENUE-DELINQUENT	73,064	63,703	70,000	70,000
40035 PENALTY & INTEREST	60,234	52,887	35,000	50,000
<b>** TOTAL TAXES **</b>	<b>1,900,185</b>	<b>1,924,099</b>	<b>2,097,822</b>	<b>2,296,070</b>
<b>INTERGOVERNMENTAL</b>				
43002 DCM	-	-	-	-
43064 MISC REVENUE	-	-	-	-
<b>** TOTAL INTERGOVERNMENTAL **</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>MISCELLANEOUS</b>				
44020 INTEREST EARNED/INCOME	8,228	664	1,000	2,000
40000 RESERVES	-	-	317,750	
44035 OTHER FINANCE RESOURCES	-	-	-	
44036 OTHER FINANCE RESOURCES	-	-	-	
44074 BOND SERIES PROCEEDS	-	-	-	
44085 TRANSFER IN	144,169			
45000 URBAN COUNTY REVENUE	-	143,911	-	
45005 TRANSFER FROM THE GF	-	-	-	
45015 TRANSFER FROM DEBT SERVICE	-	-	-	
45030 TRANSFER FROM EDC	63,734	64,741		
<b>** TOTAL MISCELLANEOUS **</b>	<b>216,131</b>	<b>209,316</b>	<b>318,750</b>	<b>2,000</b>
<b>**TOTAL REVENUE **</b>	<b>2,116,316</b>	<b>2,133,415</b>	<b>2,416,572</b>	<b>2,298,070</b>

**CITY OF MERCEDES  
DEBT SERVICE  
BUDGET SUMMARY  
FISCAL YEAR 2022-2023**

	<u>FY 19-20 ACTUAL</u>	<u>FY 20-21 ACTUAL</u>	<u>FY 21-22 ADOPTED BUDGET</u>	<u>FY 22-23 PROPOSED BUDGET</u>
<b>OTHER SERVICES &amp; CHARGES</b>				
540-2133 MISCELLANEOUS FEES		-		
<b>*** TOTAL OTHER SERV. &amp; CHARGES ***</b>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>DEBT SERVICE</b>				
540-5000 BOND FEES	2,650	1,900	3,000	3,000
540-5062 TRANSFER TO INTEREST&SINKIN	-	-	2,726	16,008
540-6001 SERIES 2010A GF PRINCIPAL	109,782	113,501	-	
540-6002 SERIES 2010A EDC PRINCIPAL	61,544	63,628	-	
540-6003 SERIES 2010A CDBG PRINCIPAL	136,838	141,437	-	
540-6005 SERIES 2013 PPFCO PRINCIPAL	145,000	150,000	155,000	160,000
540-6006 SERIES 2015 REF PRINCIPAL	210,000	220,000	225,000	225,000
540-6007 SERIES 2015 PRINCIPAL	175,000	180,000	185,000	190,000
540-6008 SERIES 2016 REF(2007) PRINC	182,250	186,750	373,500	389,250
540-6009 SERIES 2016 REF(USDA)	64,800	66,400	132,800	138,400
540-6010 SERIES 2018 PRINCIPAL	225,000	225,000	380,000	395,000
540-6011 SERIES 2021 PRINCIPAL			50,000	96,250
540-6110 SERIES 2010A GF INTEREST	5,893	1,986	-	
540-6111 SERIES 2010A EDC INTEREST	3,303	1,113	-	
540-6112 SERIES 2010A CDBG INTEREST	7,345	2,475	-	
540-6114 SERIES 2013 PPFCO INTEREST	36,174	32,343	28,425	24,346
540-6115 2015 REF. INTEREST	31,094	27,361	22,908	18,464
540-6116 SERIES 2015 INTEREST	58,354	53,508	48,526	43,407
540-6117 SERIES 2016 REF(2007) INTER	145,485	139,950	129,679	114,420
540-6118 SERIES 2016 REF(USDA) INTER	51,728	49,760	46,108	40,684
540-6119 SERIES 2018 INTEREST	361,975	355,225	346,150	334,525
540-6120 SERIES 2021 INTEREST			287,750	109,316
<b>*** TOTAL DEBT SERVICE ***</b>	<u>2,014,215</u>	<u>2,012,337</u>	<u>2,416,572</u>	<u>2,298,070</u>
<b>*** DEPARTMENT TOTAL ***</b>	<u>2,014,215</u>	<u>2,012,337</u>	<u>2,416,572</u>	<u>2,298,070</u>



# HOTEL / MOTEL FUND FUND 16

CITY OF MERCEDES  
HOTEL/MOTEL  
BUDGET SUMMARY  
FISCAL YEAR 2022-2023

	FY 18-19 ACTUAL	FY 19-20 ACTUAL	FY 20-21 ADOPTED BUDGET	FY 21-22 PROPOSED BUDGET
<b>REVENUE SUMMARY</b>				
TAXES	68,926	85,555	86,000	120,000
MISCELLANEOUS	8,775	514	134,165	95,970
<b>*** TOTAL REVENUES ***</b>	<u>77,700</u>	<u>86,069</u>	<u>220,165</u>	<u>215,970</u>
<b>EXPENDITURE SUMMARY</b>				
40-NON-DEPARMENTAL	79,182	104,619	220,165	215,970
<b>*** TOTAL EXPENDITURES ***</b>	<u>79,182</u>	<u>104,619</u>	<u>220,165</u>	<u>215,970</u>
<b>** REVENUES OVER(UNDER)</b>	<u>(1,482)</u>	<u>(18,550)</u>	<u>-</u>	<u>-</u>

**CITY OF MERCEDES  
REVENUES  
BUDGET SUMMARY  
FISCAL YEAR 2022-2023**

	<b>FY 19-20 ACTUAL</b>	<b>FY 20-21 ACTUAL</b>	<b>FY 21-22 ADOPTED BUDGET</b>	<b>FY 22-23 PROPOSED BUDGET</b>
<b>TAXES</b>				
40072 TX GROSS RECEIPTS-	68,926	85,555	86,000	120,000
<b>** REVENUE CATEGORY TOTAL **</b>	<b>68,926</b>	<b>85,555</b>	<b>86,000</b>	<b>120,000</b>
<b>MISCELLANEOUS</b>				
44010 RESERVES			133,465	94,370
44020 INTEREST EARNED/INCOME	6,660	514	700	1,600
44000 MISC REVENUE	2,115		-	
<b>** REVENUE CATEGORY TOTAL **</b>	<b>8,775</b>	<b>514</b>	<b>134,165</b>	<b>95,970</b>
<b>**TOTAL REVENUES **</b>	<b>77,700</b>	<b>86,069</b>	<b>220,165</b>	<b>215,970</b>

CITY OF MERCEDES  
NON DEPARTMENTAL  
BUDGET SUMMARY  
FISCAL YEAR 2022-2023

	<u>FY 19-20 ACTUAL</u>	<u>FY 20-21 ACTUAL</u>	<u>FY 21-22 ADOPTED BUDGET</u>	<u>FY 22-23 PROPOSED BUDGET</u>
<b>OTHER SERVICES &amp; CHARGES</b>				
540-2000 CONTRIBUTION				
540-2020 CONVENTION CENTER				
540-2030 ADVERTISEMENT	79,179	30,486	151,440	138,940
540-2043 HISTORIC PRESERVATION	-	10,000	43,000	50,000
540-2050 VISITOR INFORMATION CENTER			-	
540-2060 CONVENTION REGISTRATION			-	
540-2070 ARTS PROMOTION		50,000	12,900	12,900
540-2080 SPORTING EVENTS			-	
540-2090 UPGRADE SPORTS FACILITIES			-	
540-2100 TRANSPORTATION SYSTEM			-	
540-2110 SIGNAGE	-	14,130	12,825	14,130
540-2133 BANK FEES	3	3	-	
<b>**TOTAL OTHER SERVICES &amp; CHARGES**</b>	<u>79,182</u>	<u>104,619</u>	<u>220,165</u>	<u>215,970</u>
<b>**TOTAL EXPENSED **</b>	<u><u>79,182</u></u>	<u><u>104,619</u></u>	<u><u>220,165</u></u>	<u><u>215,970</u></u>



# EMS FUND

## FUND 46

**CITY OF MERCEDES  
BUDGET SUMMARY  
EMS  
FISCAL YEAR 2022-2023**

	<b><u>FY 19-20 ACTUAL</u></b>	<b><u>FY 20-21 ACTUAL</u></b>	<b><u>FY 21-22 ADOPTED BUDGET</u></b>	<b><u>FY 22-23 PROPOSED BUDGET</u></b>
<b>REVENUE SUMMARY</b>				
FINES AND SERVICES	773,695	830,777	700,000	716,800
INTERGOVERNMENTAL	6,555	-	-	90,000
MISCELLANEOUS	20,393	16,687	20,000	0
<b>*** TOTAL REVENUES ***</b>	<b><u>800,643</u></b>	<b><u>847,464</u></b>	<b><u>720,000</u></b>	<b><u>806,800</u></b>
<b>EXPENDITURE SUMMARY</b>				
10-AMBULANCE DEPT	334,265	360,642	470,000	486,800
20-PARAMEDIC COURSE	-	-	-	70,000
40-NON DEPARTMENTAL		385,608	250,000	250,000
<b>*** TOTAL EXPENDITURES ***</b>	<b><u>334,265</u></b>	<b><u>746,250</u></b>	<b><u>720,000</u></b>	<b><u>806,800</u></b>
<b>** REVENUES OVER(UNDER) EXPENDITURES **</b>	<b><u>466,378</u></b>	<b><u>101,214</u></b>	<b><u>-</u></b>	<b><u>-</u></b>

**CITY OF MERCEDES  
REVENUES  
BUDGET SUMMARY  
FISCAL YEAR 2022-2023**

	<b>FY 19-20 ACTUAL</b>	<b>FY 20-21 ACTUAL</b>	<b>FY 21-22 ADOPTED BUDGET</b>	<b>FY 22-23 PROPOSED BUDGET</b>
<b>FINES AND SERVICES</b>				
42011 AMBULANCE SERVICE FEES	773,695	830,777	700,000	716,800
<b>** REVENUE CATEGORY TOTAL **</b>	<u>773,695</u>	<u>830,777</u>	<u>700,000</u>	<u>716,800</u>
<b>INTERGOVERNMENTAL</b>				
43001 STIMULUS PMT	6,555	-	-	-
43002 LRGVAC-EMS SERVICES				20,000
43003 COUNTY EMS SERVICES				
43004 PARAMEDIC COURSE-REIMB				70,000
<b>TOTAL INTERGOVERNMENTAL</b>	<u>6,555</u>	<u>-</u>	<u>-</u>	<u>90,000</u>
<b>MISCELLANEOUS</b>				
44012 PROFESSIONAL SERVICES				-
44019 INSURANCE PROCEEDS				
44000 MISCELLANEOUS REVENUE	20,393	16,667	20,000	
44085 TRANSFER IN	-	20	-	
<b>TOTAL MISCELLANEOUS</b>	<u>20,393</u>	<u>16,687</u>	<u>20,000</u>	<u>-</u>
<b>**TOTAL REVENUES **</b>	<u><u>800,643</u></u>	<u><u>847,464</u></u>	<u><u>720,000</u></u>	<u><u>806,800</u></u>

**CITY OF MERCEDES  
AMBULANCE DEPT  
BUDGET SUMMARY  
FISCAL YEAR 2022-2023**

	<b>FY 19-20 ACTUAL</b>	<b>FY 20-21 ACTUAL</b>	<b>FY 21-22 ADOPTED BUDGET</b>	<b>FY 22-23 PROPOSED BUDGET</b>
<b>PERSONNEL COSTS</b>				
510-1010 FULL TIME EMPLOYEES	55,100	59,856	102,000	102,000
510-1080 OVERTIME	-	-	-	-
510-1100 PENSION CONTRIBUTION	9,912	10,409	17,279	18,000
510-1120 SOCIAL SECURITY	4,123	4,577	7,803	8,000
510-1160 HEALTH & LIFE INSURANCE	-	-	-	-
510-1180 WORKERS COMP	-	-	-	-
*** CATEGORY TOTAL ***	<u>69,134.66</u>	<u>74,842</u>	<u>127,082</u>	<u>128,000</u>
<b>OTHER SERVICES &amp; CHARGES</b>				
510-2027 INTERNET	1,990.08	4,117	2,750	2,300
510-2044 CONTRACTURAL SVCS	138,561.05	152,011	151,368	152,000
510-2080 EQUIPMENT RENTAL	-	426	-	-
510-2130 MEMBERSHIPS/SUBS.	841.00	2,890	2,000	2,000
510-2138 POSTAGE	-	1,435	1,000	3,000
510-2150 TRAVEL & TRAINING	1,698.75	707	3,500	10,000
510-2155 UNIFORMS	3,317.98	16,735	18,000	16,000
510-2160 UTILITIES	-	-	-	-
*** CATEGORY TOTAL ***	<u>146,408.86</u>	<u>178,321</u>	<u>178,618</u>	<u>185,300</u>
<b>MAINTENANCE</b>				
510-2505 BUILDING MAINTENANCE	-	1,475	1,500	1,500
510-2510 COMPUTER EQUIPMENT	6,153	475	3,500	3,500
510-2520 EQUIPMENT MAINT.	9,061	11,925	6,000	12,500
510-2525 FURNITURE/FIXTURES	12,844	493	1,000	10,000
510-2532 VEHICLES	-	-	10,000	10,000
510-2550 RADIOS	1,907	7,823	8,000	11,000
*** CATEGORY TOTAL ***	<u>29,965</u>	<u>22,192</u>	<u>30,000</u>	<u>48,500</u>
<b>SUPPLIES</b>				
510-3025 FUEL & OIL	12,202	9,578	15,500	20,000
510-3040 MEDICAL SUPPLIES	64,897	48,924	80,000	57,500
510-3041 EQUIPMENT	8,102	18,073	24,300	25,000
510-3043 TRAINING SUPPLIES	358	385	5,000	5,000
510-3045 MINOR TOOLS	-	-	-	-
510-3050 OFFICE	489	1,777	3,500	3,500
510-3051 MEALS & EVENTS	-	-	-	1,000
510-2534 SOFTWARE LICENSES	2,300	3,495	2,500	9,500
510-3055 PUBLIC EDUCATION	-	1,450	2,500	2,500
510-3060 SAFETY	410	1,605	1,000	1,000
*** CATEGORY TOTAL ***	<u>88,756.89</u>	<u>85,288</u>	<u>134,300</u>	<u>125,000</u>
<b>CAPITAL OUTLAY</b>				
510-4010 CAPITAL OUTLAY	-	-	-	-
*** CATEGORY TOTAL ***	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
*** DEPARTMENT TOTAL ***	<u><u>334,265.23</u></u>	<u><u>360,642</u></u>	<u><u>470,000</u></u>	<u><u>486,800</u></u>

CITY OF MERCEDES  
AMBULANCE DEPT  
BUDGET SUMMARY  
FISCAL YEAR 2022-2023

	FY 19-20 ACTUAL	FY 20-21 ACTUAL	FY 21-22 ADOPTED BUDGET	FY 22-23 PROPOSED BUDGET
<b>PERSONNEL COSTS</b>				
520-1010 FULL TIME EMPLOYEES	-	-	-	
520-1100 PENSION CONTRIBUTION	-	-	-	
520-1120 SOCIAL SECURITY	-	-	-	
520-1180 WORKERS COMP	-	-	-	
*** CATEGORY TOTAL ***	-	-	-	-
<b>OTHER SERVICES &amp; CHARGES</b>				
510-2045 CONTRACTURAL SVCS				35,000
510-2150 TRAVEL & TRAINING				35,000
*** CATEGORY TOTAL ***	-	-	-	70,000
<b>*** DEPARTMENT TOTAL ***</b>	-	-	-	70,000

**CITY OF MERCEDES  
NON DEPARTMENTAL  
BUDGET SUMMARY  
FISCAL YEAR 2022-2023**

	<b><u>FY 19-20 ACTUAL</u></b>	<b><u>FY 20-21 ACTUAL</u></b>	<b><u>FY 21-22 ADOPTED BUDGET</u></b>	<b><u>FY 22-23 PROPOSED BUDGET</u></b>
<b>OTHER SERVICES &amp; CHARGES</b>				
540-2020 BAD DEBT EXPENSE	-	259,920	250,000	250,000
540-2200 TRANSFER TO RESERVES	-	-	-	
540-2204 TRANSFER OUT TO GF	-	125,688		
<b>*** CATEGORY TOTAL ***</b>	<b>-</b>	<b>385,608</b>	<b>250,000</b>	<b>250,000</b>
<b>*** DEPARTMENT TOTAL ***</b>	<b>0</b>	<b>385,608</b>	<b>250,000</b>	<b>250,000</b>

# Memo

**To:** Mayor and City Commission  
**From:** Melissa Ramirez, Executive Director  
**CC:** File  
**Date:** 8/29/2022  
**Re:** FY22-23 Budget

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This is a working budget for next year.

Significant adjustments from last year:

- The DCM will be funding Little Nashville
- The outlet mall payment is reflective of the increase in sales tax revenue.
- The projects line item identifies unobligated funds.
- The DCM will be funding more events at the RGVLS.
- The DCM will continue its City wide maintenance program.

The marketing budget is consistent with feedback from the Marketing committee and City management.

Recommendation: Approve

**DEVELOPMENT CORPORATION OF MERCEDES**  
**BUDGET FY22-23**

SOURCES OF CASH	FY 21-22 BUDGET	FY 22-23 BUDGET
<b>TAXES</b>		
25-40040 SALES TAX	\$ 1,367,520.62	\$ 1,879,794.93
<b>TOTAL TAXES</b>	<b>\$ 1,367,520.62</b>	<b>\$ 1,879,794.93</b>
<b>MISCELLANEOUS</b>		
25-44020 INTEREST- TXCLASS	\$ 509.00	\$ 509.00
25-44026 INTEREST-L&G CONCRETE		
25-44027 INTEREST-MD INT'L (ORBIT)	\$ 1,933.00	\$ 1,933.00
25-44041 LOAN PRINCIPAL PAYMENTS	\$ 5,000.00	\$ 5,000.00
25-44097 CARRY OVER FUNDS	\$ 561,823.64	\$ 816,619.00
TXCLASS	\$ 127,770.43	\$ 128,124.88
INTEREST- ELIAS GONZALEZ		
REAL ESTATE SALES		
OTHER INCOME- CITY REIMBURSEMENTS		
OTHER INCOME- CITY PMT VTX	\$ 125,000.00	\$ 125,000.00
<b>TOTAL MISCELLANEOUS</b>	<b>\$ 822,036.07</b>	<b>\$ 1,077,185.88</b>
<b>TOTAL REVENUE</b>	<b>\$ 2,189,556.69</b>	<b>\$ 2,956,980.81</b>

**DEVELOPMENT CORPORATION OF MERCEDES**  
**BUDGET FY 22-23**

<b>USES OF CASH</b>		<b>FY21-22</b>	<b>FY22-23</b>
		<b>BUDGET</b>	<b>BUDGET</b>
<b>PERSONNEL COSTS</b>			
25-510-1010	SALARIES	\$ 124,200.00	\$ 129,212.00
25-510-1015	AUTOMOBILE ALLOWANCE	\$ -	\$ -
25-510-1100	TMRS CONTRIBUTION	\$ 22,728.60	\$ 23,645.80
25-510-1120	SOCIAL SECURITY	\$ 8,284.75	\$ 8,011.14
25-510-1140	UNEMPLOYMENT COMP	\$ 1,500.00	\$ 1,500.00
25-510-1160	HEALTH/LIFE INSURANCE	\$ 13,896.00	\$ 13,896.00
25-510-1180	WORKER'S COMP	\$ 305.00	\$ 305.00
25-510-xxxx	CELL PHONE ALLOWANCE	\$ 600.00	\$ 600.00
<b>TOTAL PERSONEL COSTS</b>		<b>\$ 171,514.35</b>	<b>\$ 177,169.94</b>
<b>OTHER SERVICES &amp; CHARGES</b>			
25-510-2020	Audit	\$ 19,000.00	\$ 19,000.00
25-510-2012	Automobile Mileage	\$ 2,000.00	\$ 2,000.00
25-510-2014	Billboards	\$ 4,800.00	\$ 4,800.00
25-510-2134	Bld Lease	\$ 15,582.00	\$ 15,582.00
25-510-2340	Chamber	\$ 20,000.00	\$ 52,000.00
	Texas Street Festival	\$15,000	
	Dues	\$5,000	
	Annual Banquet	\$2,000	
	Little Nashville	\$30,000	
25-510-2011	Contract Labor- Writer	\$ 6,000.00	\$ 6,000.00
25-510-2102	Crime Insurance	\$ 700.00	\$ 700.00
25-510-2036	Downtown Development		

25-510-2165	Electricity		\$	3,000.00	\$	3,000.00
25-510-2142	Janitorial		\$	11,000.00	\$	13,200.00
25-510-2125	Legal		\$	45,000.00	\$	45,000.00
25-510-2021	Loan Fees- EDC		\$	750.00	\$	750.00
25-510-xxxx	Real Estate Closing Costs					
25-510-2010	Marketing & Promotion		\$	22,950.00	\$	17,400.00
	Market Collateral/Profile	\$2,000				
	GeoTours	\$6000				
	Social Media	\$5,000				
	Loopnet	\$2000				
	Merchant Campaign	\$2400				
25-510-2095	Meetings		\$	1,500.00	\$	2,600.00
25-510-2130	Membership/Subs		\$	1,000.00	\$	1,000.00
25-510-2133	Miscellaneous		\$	500.00	\$	500.00
25-510-2080	Office Equipment- Lease		\$	2,342.40	\$	3,500.00
25-510-xxxx	Outlet Mall Oct 2018-Oct 2028		\$	300,000.00	\$	450,000.00
25-510-2138	Postage		\$	300.00		
25-510-2320	Professional Fees- Accounting		\$	19,200.00	\$	19,200.00
25-510-xxxx	Project CL Healthcare		\$	59,000.00		
25-510-xxxx	Project Orchard Grove Apartments		\$	50,000.00	\$	50,000.00
25-510-2361	Project Residency		\$	75,000.00		
25-510-xxxx	Project RGV Livestock Show Park		\$	25,000.00	\$	25,000.00
25-510-2362	Project Rios of Mercedes		\$	-	\$	51,400.00
25-510-xxxx	Project TRLA		\$	25,000.00		
25-510-2365	Project VIDA		\$	15,000.00	\$	15,000.00
25-510-xxxx	Project La Herencia		\$	66,666.00	\$	66,666.00
25-510-xxxx	Project Raybec		\$	50,000.00		
25-510-xxxx	Project Travel Center					
25-510-2335	Projects		\$	452,637.54	\$	1,153,984.05
	Project Tenant	\$125,000				
25-510-2144	Receptionist		\$	14,000.00	\$	14,000.00
	Receptionist	\$12,000				
	Health	\$2,000				
25-510-2355	Series 2007- Interest		\$	65,520.00	\$	55,737.50

25-510-2356	Series 2007- Principle	\$	215,000.00	\$	225,000.00
25-510-2310	Sponsorships	\$	19,750.00	\$	31,250.00
	National Professional Bullriders	\$	1,000		
	Smokin' on the Rio	\$12,500			
	RGV Livestock Show	\$	5,000		
	Newpapers in Schools	\$	250		
	Birding Classic	\$	1,000		
	RGVLS Gala	\$3,000			
	Fiesta del Rio	\$2,500			
	RGVLS Fall Fest	\$3,000			
	RGVLS Music Fest	\$3,000			
25-510-2025	Telephones	\$	5,400.00	\$	5,400.00
25-510-2371	TLF Repayment- Interest	\$	18,523.13	\$	13,631.90
25-510-2372	TLF Repayment- Principle	\$	116,541.19	\$	119,829.34
25-510-2150	Travel & Training	\$	1,200.00	\$	15,000.00
	ICSC Texas	\$5,000			
	ICSC Las Vegas	\$5,000			
	Viva Fresh Tradeshow	\$5,000			
25-510-xxxx	VTX Note	\$	250,000.08	\$	250,000.08
25-510-2160	Water Bill	\$	1,200.00	\$	1,700.00
25-510-2131	Website	\$	7,980.00	\$	7,980.00
	<b>TOTAL OTHER SERVICES &amp; CHARGES</b>	\$	2,009,042.34	\$	2,757,810.87
	<b>MAINTENANCE</b>				
25-510-2520	OFFICE EQUIPMENT	\$	3,000.00	\$	3,000.00
25-510-2540	MAINTENANCE	\$	3,000.00	\$	16,000.00
	<b>TOTAL MAINTENANCE</b>	\$	6,000.00	\$	19,000.00
25-510-3050	OFFICE SUPPLIES	\$	2,000.00	\$	2,000.00
	<b>TOTAL SUPPLIES</b>	\$	2,000.00	\$	2,000.00
	<b>CAPITAL OUTLAY</b>				
25-510-4005	FURNITURE & FIXTURES	\$	1,000.00	\$	1,000.00
	<b>TOTAL CAPITAL OUTLAY</b>	\$	1,000.00	\$	1,000.00

TOTAL 10-DEVELOPMENT CORP. OF MERC  
TOTAL EXPENDITURES

\$ 2,189,556.69 \$ 2,956,980.81

**FY22-23 Mercedes Marketing Plan**

Marketing					21-22	22-23	
ID	Project	Organization	Creative	Location	Time	Cost	Cost
2.1	Publications						
2.1.1	Valley Business Report	City	Tourism	Regional	Annual	\$ 4,800	\$ 4,800
						\$ 4,800	\$ 4,800
2.2	Tradeshows						
2.2.2	ICSC Texas	EDC	Mix Use Development	San Antonio	November	\$ 5,000	\$ 5,000
2.2.4	ICSC Recon	EDC	Mix Use Development	Las Vegas	May	\$ 5,000	\$ 5,000
2.2.3	Viva Fresh Tradeshaw	EDC	Industrial Development	Grapevine	March	\$ -	\$ 5,000
						\$ 10,000	\$ 15,000
2.3	Online						
2.3.1	mercedesedc.com	EDC	Organization	Mercedes	Annual	\$ 7,980	\$ 7,980
2.3.2	mercedeschamber.com	Chamber	Organization	Mercedes	Annual	\$ 4,000	\$ 4,000
2.3.3	cityofmercedes.com	City	Organization	Mercedes	Annual		
2.3.4	facebook.com	Chamber/EDC	Social	Mercedes	Annual	\$ -	\$ -
2.3.5	Loopnet/CoStar	EDC	Mix Use Development	Mercedes	Annual	\$ 800	\$ 2,000
						\$ 12,780	\$ 13,980
2.4	Collateral						
2.4.1	Market Profile	EDC	Mix Use Development	Mercedes	Annual	\$ 2,000	\$ 2,000
						\$ 2,000	\$ 2,000
2.5	Billboards						
2.5.1	Benchmark	City	Tourism	Mercedes	Annual	\$ 12,000	\$ -
2.5.2	Shared Billboard Chamber/DCM	Chamber/EDC	Tourism	Mercedes	Annual	\$ 4,800	\$ 4,800
2.5.3	Chamber	Chamber	Tourism	Mercedes	Annual	\$ 6,000	\$ 6,000
2.5.4	Lone Star Logos	City	Tourism	Mercedes	Annual	\$ 12,825	\$ 12,825
						\$ 35,625	\$ 23,625
2.6	Sponsorships						
2.6.1	Valley Morning Star	EDC	Tourism	Mercedes	October	\$ 250	\$ 250
2.6.2	Smokin on the Rio	EDC	Tourism	Mercedes	February	\$ 12,500	\$ 12,500
	Smokin on the Rio	City	Tourism	Mercedes	February	\$ 12,500	\$ 12,500
2.6.3	National Professional Bullriders	EDC	Tourism	Mercedes	February	\$ 1,000	\$ 1,000
	National Professional Bullriders	City	Tourism	Mercedes	February	\$ 1,000	\$ 1,000
2.6.4	RGV Livestock Show	EDC	Tourism	Mercedes	March	\$ 5,000	\$ 5,000
	RGV Livestock Show	City	Tourism	Mercedes	March	\$ -	\$ -
2.6.5	Birding Classic	EDC	Tourism	Mercedes		\$ 1,000	\$ 1,000
2.6.6	Fiesta del Rio	EDC	Tourism	Mercedes	November	\$ 2,500	\$ 2,500
	Fiesta del Rio	City	Tourism	Mercedes	November	\$ 12,500	\$ 2,500
2.6.7	Elida Fest	City	Tourism	Mercedes	July	\$ 15,000	\$ 10,000
2.6.8	RGV Livestock Show GALA	EDC		Mercedes	December	\$ 1,500	\$ 3,000
2.6.9	RGV Livestock Show Fall Fest	EDC	Tourism	Mercedes	October		\$ 3,000
2.6.10	RGV Livestock Show Music Fest	EDC	Tourism	Mercedes	July		\$ 3,000
						\$ 64,750	\$ 57,250
2.7	Memberships						
2.7.1	Chamber	EDC	Tourism/Mixed Use Development	Mercedes		\$ 5,000	\$ 5,000
2.7.2	Chamber	City	Tourism/Mixed Use Development	Mercedes		\$ 6,000	\$ 6,000
						\$ 11,000	\$ 11,000
2.8	Television/Radio						
2.8.1	Merchant Campaign	City	Tourism/Investment	Regional	Annually	\$ 2,400	\$ 2,400
	Merchant Campaign	EDC	Tourism/Investment	Regional	Annually	\$ 2,400	\$ 2,400
2.8.2	Spectrum	City	Tourism/Investment	International	Annually		\$ 24,000
2.8.3	Advertising in Mexico	City	Tourism/Investment	International	Annually	\$ 35,000	\$ 35,000
						\$ 39,800	\$ 63,800
2.9	Chamber						
2.9.1	Texas Street Festival	City	Tourism	International		\$ 30,000	\$ 60,000
2.9.2	Texas Street Festival	EDC	Tourism	International		\$ 15,000	\$ 15,000
2.9.3	Little Nashville	City	Tourism	Regional		\$ 60,000	\$ 30,000
2.9.4	Marketing Collateral	City	Tourism	International		\$ 5,000	\$ 5,000
2.9.5	Annual Banquet	City		Regional		\$ 1,000	\$ 2,000
	Annual Banquet	EDC					\$ 2,000
2.9.6	Christmas Parade	City	Tourism	Regional		\$ 4,000	\$ 4,000
2.9.7	Winter Texas Reception	City	Tourism	National		\$ 3,000	\$ 3,000
2.9.8	Mercedes Leadership	City	Tourism	International		\$ 8,000	\$ 1,000
2.9.9	Movies in the Park	City	Tourism	Mercedes		\$ 4,000	\$ 4,000
						\$ 130,000	\$ 126,000
3.0	Direct Marketing						
3.1.1	GeoTours	EDC	Tourism	International	Annually	\$ 6,500	\$ 6,000
						\$ 6,500	\$ 6,000
4.0	Social Media						
4.1.1	Writer	EDC	Tourism/Investment	Regional	Annually	\$ 6,000	\$ 6,000
4.1.2	Business Commercials	EDC	Tourism/Investment	International	Annually	\$ 12,000	\$ 12,000
4.1.3	Social Media Advertising	EDC	Tourism/Investment	International	Annually	\$ 5,000	\$ 5,000
4.1.4	Social Media Advertising	City	Tourism/Investment	International	Annually	\$ 5,000	\$ 5,000
						\$ 28,000	\$ 28,000
				TOTAL		\$ 345,255	\$ 351,455

FY21-22

Employee	Position	Base Pay	Education	Longevity	Adj Base Pay	18.300%	6.20%	0.035	0.017	Total
100% Melissa Ramirez	Executive Director	80,000.00	\$3,000.00	\$900.00	\$83,900.00	15,353.70	\$5,201.80	\$800.00	\$6,948.00	\$112,383.50
100% Norma Saenz	Administrative Coordinator	40,300.00			\$40,300.00	\$7,374.90	\$2,498.60	\$700.00	\$6,948.00	\$57,946.50
Dept. Total		\$120,300.00			\$124,200.00	\$22,728.60	\$7,700.40	\$1,500.00	\$13,896.00	\$170,330.00
										\$170,330.00

FY22-23

Employee	Position	Base Pay	Cost of Living	Education	Longevity	Adj Base Pay	18.300%	6.20%	0.035	0.017	Total
100% Melissa Ramirez	Executive Director	80,000.00	\$3,200.00	\$3,000.00	\$1,000.00	\$87,200.00	\$15,957.60	\$5,406.40	\$800.00	\$6,948.00	\$116,492.00
100% Norma Saenz	Administrative Coordinator	40,300.00	\$1,612.00		\$100.00	\$42,012.00	\$7,688.20	\$2,604.74	\$700.00	\$6,948.00	\$60,077.94
Dept. Total		\$120,300.00				\$129,212.00	\$23,645.80	\$8,011.14	\$1,500.00	\$13,896.00	\$176,569.94
											\$176,569.94

**Consent Agenda**

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**DATE:** September 6, 2022

**FROM:** Mary Salinas

**ITEM:** Reinstatement of Keep Mercedes Beautiful Committee Members

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**BACKGROUND INFORMATION:**

The Keep Mercedes Beautiful Committee is established for the purpose of improving the quality of life in Mercedes by being active in recycling efforts and overall cleaning up the City.

Keep Mercedes Beautiful Committee is composed of 9 members. Currently there is one (1) vacancy and there are five (5) members whose term will expire soon. Staff inquired as to their desire to keep serving and all are willing to continue serving on the committee.

Janet Schofield - Term expires September 15, 2022

Melissa Rincon - Term expires September 15, 2022

Laura Lopez - Term expires September 15, 2022

Kathy Cowden - Term expires September 15, 2022

Jonathan Munoz - Term expires September 15, 2022

Amenda Martinez - Term expires September 15, 2022



**BOARD REVIEW/CITIZEN FEEDBACK:** Approved

**ALTERNATIVES/OPTIONS:**

**FISCAL IMPACT:**

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

**Finance Review by:**

**LEGAL REVIEW:**

**ATTACHMENTS:** KMB Committee Term expiration list

**Staff Recommendation:** Approve Reappoint the five (5) members whose terms will expire September 15, 2022.

**CONSENT ITEM :**

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**DATE:** September 1, 2021

**FROM:** Alberto Perez

**ITEM:** **Bids/Contracts**

**Discussion and possible action to approve directing City Manager and Legal to contract perform final changes to Televon IT services contract.**

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**BACKGROUND INFORMATION:**

Televon is an IT services company operating within the TIPS (The Interlocal Purchasing System). Televon will be providing the city Level II (Server and Network) IT support on all city servers, UPS and Cloud based back up processes. This is to include updated security patches on the network and recovery processes in case of Malware, Ransom ware etc.

Servers at the PD continue to crash as they did last weekend (August 27 /28) due to the hard being outdated and components failing causing the server to crash.

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

**ALTERNATIVES/OPTIONS:** N/A

**FISCAL IMPACT:** N/A

**LEGAL REVIEW:** Martie Vela

**ATTACHMENTS:** N/A

**DRAFT MOTION:** N/A

## FEE-FOR-SERVICE MASTER AGREEMENT (TIPS)

This Agreement (the “Agreement”) is entered into between Plenteous Consulting, LLC, a Colorado limited liability company, d/b/a Televon Consulting Services, (“Televon”) with principal offices at 2093 Philadelphia Pike STE 8060, Denver, CO 80202 and City of Mercedes Texas (the “Client”) with principal office at 400 S Ohio Ave, Mercedes, TX 78570.

### RECITALS

- A. Televon, is a Technology Management and cloud transformation service provider. As such, Televon provide professional services in the support of organizations efforts to upgrade, secure and manage their IT infrastructure;
- B. Client desires to purchase a server enhancement and security solution from Televon on a recurring fee bases by utilizing the TIPS awarded contract with Televon pursuant to TIPS contract 200105 Technology Solutions Products and Services.

For good and valuable consideration, the Recitals set forth above, which are incorporated into the body of this Agreement, and the mutual benefits and obligations of the parties hereto, the parties agree as follows;

### I. DEFINITIONS

Whenever used in this Agreement, the following terminologies shall have the following meanings:

- *Effective Date*: The date on which this Agreement has been executed by both parties.
- *Term*: Means the Initial Term of this Agreement and all extensions thereof as described in Section VII.

### II. TELEVON SERVICES

- 1) Procure, ship, and install new physical servers and associated infrastructure to replace ageing servers on-premise (see Exhibit A for details).
- 2) Implement new virtual machines on top of new physical servers to replace the existing virtual machines that provide applications and functionality to the organization (See Exhibit A for details).
- 3) Project manage the migration of existing systems, files and applications to the new servers and virtual machines.
- 4) Provide Tier 2 and 3 support to Client IT Staff including (see Exhibit B for details).
- 5) Implement Backup and Disaster Recovery systems to ensure mission critical applications (see Exhibit C for details) are protected in the case the protected on-premise system is damaged or compromised.
- 6) Implement an Endpoint Detection and Recovery (EDR) security system on the physical servers and virtual machines to provide protection against malicious systems (see Exhibit B for details).

### III. CLIENT OBLIGATIONS

- 1) Client agrees to provide Televon:
  - a) Access to the equipment at all times including VPN remote access, full Administrative remote login rights, and physical access at all times to all systems defined in Exhibit A.
  - b) An appropriate space for the physical servers to be housed and maintained, where they are physically protected from theft and tampering as well as, to the best of the Client’s ability, from accidental damage (e.g., drinks getting spilled on them in a breakroom, etc.).
  - c) Power supply and network connectivity for the servers to be functional with Client Network.
  - d) An IT Manager onsite to provide boots on ground co-management support of the servers.
  - e) Maintain insurance sufficient to cover the replacement cost (including labor to implement replacements) of the physical hardware described in Exhibit A in the case of physical damage due to client action (e.g., spilled drink, dropped equipment, etc.), fire, water damage, and natural disasters (e.g., hurricanes, flooding, etc.).
- 2) Client will immediately inform Televon of any events, disasters, malware, or other issues that occur which may impact this solution, the physical hardware, accessibility to the network or the functionality of the servers.

#### IV. PHYSICAL HARDWARE AND DATA OWNERSHIP

During the initial term of this Agreement, Televon will retain ownership of the physical hardware purchased and installed at the Client's site. At the end of the Initial Term, or earlier as defined in the Termination and Default section of this Agreement, hardware ownership will transfer to the Client.

All data and applications that reside on the servers are the property of the Client. In the event, as defined within this Agreement, the physical servers are removed from the Client's premise, Televon will provide the Client with image files of the physical servers and virtual machines. These can be used to install the images on new servers by the Client at the Client's expense.

#### V. FEES, PAYMENTS, & DISCOUNTS

- 1) Client agrees to pay Televon based on the fee schedule as defined in Exhibit D of this agreement.
- 2) Televon and Client agree to the following payment terms:
  - a) Invoices will be sent on the first of each month, covering the services for that month.
  - b) Client will have 15 days to pay invoice before the invoice is considered overdue.
  - c) Payments not made when due shall accrue interest in accordance with Section 2251.025 of the Texas Government Code.

#### VI. THE TERM OF THIS AGREEMENT

The Initial Term of this Agreement begins on the Effective Date and continues to September 30, 2024. Upon expiration of the Initial Term, and all subsequent terms, the Agreement will renew under the same terms and conditions for an additional twelve (12) months. During the initial term, this agreement may only be terminated due to Termination rights defined in Section VII or due to Default as defined in Section XV. After the initial term, this agreement may be terminated by either party by providing ninety-day (90) written notice to the other party.

#### VII. TERMINATION

- 1) Client may terminate this Agreement, and retain the hardware installed on Client's premises, under the following conditions:
  - a) If Televon is in Material Default, does not Cure the default after Notice of Default is provided and cure period has lapsed, then Client may terminate this Agreement as defined in Section XVI below, or;
  - b) Client provides ninety (90) days written notice of termination, pays all open invoices in full, AND pays an Early Termination Fee that is equal to fifty (50%) percent of the then remaining monthly fees due under the Initial Term of this Agreement (e.g., if Client terminates the agreement on September 30, 2023 then client will be responsible for paying a single fee equal to 6 months of the monthly fees).
- 2) On or after September 30, 2023, Client may terminate this Agreement, but RETURN all hardware installed on Client's premises, by paying all open invoices in full, and providing ninety (90) day written notice of termination.
- 3) After the Initial Term of this Agreement, both parties may terminate the Agreement by providing the other party with ninety (90) day written notice.

At time of termination all security monitoring, cloud and off-site backups, and disaster recovery systems will cease to be available to Client.

#### VIII. SURVIVAL

The Client's obligation to pay any other amount to Televon due and owing under this Agreement at the time of termination, including fees which have been billed but not paid, and recovery mitigation fees that are triggered when this Agreement is terminated, shall survive termination.

#### IX. INDEMNIFICATION

**TELEVON HEREBY AGREES TO INDEMNIFY AND HOLD THE CLIENT AND ITS EMPLOYEES, AGENTS, OFFICERS AND MEMBERS OF ITS GOVERNING BODY HARMLESS FROM CLAIMS, DEMANDS, COSTS, DAMAGES AND CAUSES OF ACTION ARISING DIRECTLY FROM THE NEGLIGENCE OF TELEVON OR ITS EMPLOYEES IN FURNISHING SERVICES UNDER THIS AGREEMENT.**

**CLIENT RECOGNIZES TELEVON COMANAGED SERVICE PROVIDER, AND THEREFORE CLIENT ASSUMES ALL RISK, LIABILITY, OBLIGATION AND LOSSES IN CONNECTION WITH, AND SHALL DEFEND, INDEMNIFY, AND SAVE AND HOLD HARMLESS TELEVON, ITS MEMBERS, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, FROM AND AGAINST ALL LOSSES WHICH ARISE FROM OR IN CONNECTION WITH (i) THE ASSUMED LIABILITY, (ii) PRODUCT DEFECTS, MALFUNCTIONS, AND MANUFACTURER ERRORS ASSOCIATED WITH LICENSES PURCHASED, AND (iii) ANY BREACH BY CLIENT OF ITS REPRESENTATIONS, WARRANTIES OR COVENANTS UNDER THIS AGREEMENT.**

#### **X. LIMITATION OF LIABILITY**

- 1) *No Consequential or Indirect Damages.* In no event shall Either Party, or their employees, agents, officers, and members of governing bodies be liable under this Agreement to the other party, or any third party, for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, or lost profits or revenues arising out of, relating to, or in connection with any breach of this Agreement, regardless of (A) whether such damages were foreseeable, (B) whether or not it was advised of the possibility of such damages and (C) the legal or equitable theory (contract, tort, or otherwise) upon which the claim is based.
- 2) *Maximum Liability.* In no event shall either party's aggregate liability arising out of or related to this Agreement, whether arising out of or related to breach of contract, tort (including negligence) or otherwise, exceed the total amount paid to Televon pursuant to this Agreement in the twelve (12) months preceding the event giving rise to the claim.
- 3) *If Remedies Fail of Essential Purpose.* The limitation of liability provisions set forth in this section X shall apply even if the non-breaching party's remedies under this Agreement fail of their essential purpose. Each party acknowledges and agrees that the parties entered into the Agreement in reliance upon limitations of liability set forth in this Section X, that the same reflect an allocation of risk between the parties (including risk that a contract remedy may fail of its essential purpose and cause consequential loss), and that the same for an essential basis of the bargain between the parties.

#### **XI. FORCE MAJEURE**

If either party shall be wholly or partially prevented from the performance of any contractual obligation or duty by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident., order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed.

#### **XII. NO BOYCOTT**

Televon does not boycott Israel and will not do so during the Term of this Agreement.

#### **XIII. INDEPENDENT CONTRACTOR.**

It is expressly understood and agreed by both parties hereto that the Client is contracting with Televon as an independent contractor. Nothing in this Agreement is intended to create an employer/employee relationship, or a partnership, joint venture or joint enterprise between the parties.

#### **XIV. NOTICE**

- 1) All notices given in connection with this Agreement must be in writing.
- 2) Except as expressly provided in Section XVI with regard to notice of default, notice may be sent by any commercially reasonable method, including by email, hand delivery, facsimile, and U.S. mail. Notices sent by hand delivery through a national courier service will be deemed delivered when delivery has been signed for as evidenced by the courier's records. Notices sent by certified mail, return receipt requested, will be deemed delivered, whether or not actually received, when deposited in the U.S. mail, if properly addressed to the receiving party, with copy of the notice sent concurrently by email. Notice given in any other manner will be deemed delivered when and if actually received.
- 3) Either party may change its address for notice by giving the other party notice of the change in the manner provided for notice in this Section. The requirement for the use of the new address will go into effect 14 days after the notice is delivered or deemed delivered.

Address for Notice:

Section	Client Information	Televon Information
Address 1	400 S Ohio Ave	2093 Philadelphia Pike
Address 2		STE 8060
City, State & Zip	Mercedes, TX 78570	Claymont, DE 19703
Name & Title	Alberto Perez, City Manager	Michael Breier, President & CEO
Email	aperez@cityofmercedes.com	<a href="mailto:mbreier@televon.com">mbreier@televon.com</a>
Phone	(956) 565-3114	970-672-4487

## XV. DEFAULT

- 1) The occurrence of any of the following events shall constitute a Default by Televon of the terms of this Agreement:
  - a) Televon does not meet its defined obligations set forth in Exhibits A, B or C;
  - b) Client's servers are infected with Ransomware AND Televon cannot recover those servers within five (5) business days AND Client is required to pay the ransom to recover those servers.
- 2) The occurrence of any of the following events shall constitute a Default by the Client of the terms of this Agreement:
  - a) Any payment due from Client is not received within thirty (30) days of the invoice date;
  - b) Client becomes insolvent, a Receiver is appointed for the Client, or a voluntary or involuntary petition in bankruptcy is filed by or against the Client; or
  - c) Client does not meet its obligations as defined in Section III of this Agreement.

## XVI. ADDITIONAL PROVISIONS REGARDING DEFAULT

- 1) **Notice of Default.** Written notice of Default shall be provided via U.S. Postal Service Certified Mail, Return Receipt Requested, to the address for notice described above. Notice of default shall be deemed delivered three (3) days after deposit in the U.S. mail, whether or not actually received.
- 2) **Cure of Default.** The notified party shall have fifteen (15) days after delivery or deemed delivery of written notice of Default to cure said default.
- 3) **Remedies for Default.**
  - a) In the event that a notified party does not Cure a Default, then:
    - (i) *Televon Default.* If Televon is in material default under this Agreement, and does not cure the default within the cure period, Client will have the right to early terminate this Agreement as its sole and exclusive remedy. This termination will NOT incur early termination fees as defined in section VII.1.
    - (ii) *Client Default.* If Client is in default under this Agreement and does not cure the default within the cure period, then Televon will consider this the same as a Termination notice as defined in Section VII above. All associated fees including then open invoices, fees associated with the ninety (90) days post notice, and any early termination fees as defined will be immediately due.
4. **Mediation.** The parties agree to mediate any dispute arising in connection with this Agreement in good faith, prior to filing suit.
5. **Attorney's Fees.** If suit is filed to enforce rights under this Agreement, the party prevailing in the litigation will be entitled to its reasonable attorney's fees and court costs.

## XVII. JURISDICTION

This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

## XVIII. VENUE

The parties agree that venue for any dispute arising under this Agreement shall be in courts of competent jurisdiction in Hidalgo County, Texas.

## **XIX. CONFIDENTIALITY OF INFORMATION AND SECURITY**

- a. Client will notify Televon of any information that Client considers confidential. Televon shall keep such information confidential to the extent required by law and will comply fully with the laws and regulations of the State of Texas, or any applicable federal law.
- b. Televon will notify Client of any information that Televon deems confidential or proprietary, and Client will keep such information confidential and will not provide the information to others without Televon's written consent, unless Client is required to disclose such information by court order or by a decision by the Texas Attorney General after request for a decision is made by the Client.

## **XX. INTEGRATION, MODIFICATIONS, AND AMENDMENTS**

This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior or contemporaneous oral or written agreements between the parties concerning the subject matter. This Agreement may not be amended, nor shall any waiver, modification, consent or discharge be effective, except by a written instrument executed by the parties hereto.

## **XXI. SEVERABILITY**

In the event any provision of this Agreement is deemed to be void, invalid, or unenforceable, then to the extent that doing so does not negate the benefit of the bargain between the parties, that provision shall be severed from the remainder of this Agreement so as not to cause the invalidity or unenforceability of the remainder of this Agreement, and the Agreement shall be interpreted or reformed to accomplish as closely as possible the original intent of the parties, but in a manner that is not void, invalid or unenforceable. If any provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope and breadth permitted by law.

## **XXII. AUTHORITY**

Each person signing below on behalf of a party to this Agreement represents that the Agreement has been duly authorized by that party, and the signatory is duly authorized to sign this Agreement on behalf of that party.

Client:

Televon:

By

By

Alberto Perez

Michael Breier

Name

Name

City Manager

President & CEO

Title

Title

Date

Date

## Schedule A: Procured Items

Televon will purchase, install, and configure the following on behalf of the Client:

### Physical Servers

2 Physical Servers with following minimum specs

- Intel® Xeon® Silver 4314 2.4G, 16C/32T
- 32 GB RAM
- 3.5" Chassis with up to 4 Hard Drives
- 2TB of on-board HDD
- Windows 2019 or 2022 16 Core Standard Server License

1 Network Attached Storage (NAS) with the following minimum specs

- Dual-socket, 2U rack mount NAS server
- Intel® Xeon® Bronze 3204, Silver 4208 or Silver 4214 processors
- Up to 64GB\* memory
- SATA, NL-SAS or SAS drive options
- Up to 16 hot-swap 3.5" drives for data; two 2.5" drives for OS
- At least 40TB of on board HDD (Up to 192TB raw capacity) setup in a RAID 5 configuration
- Windows Storage Server 2016

### Other Hardware

- 1 Uninterruptible Power Supply (UPS) with the following minim specs (assumes PD UPS is currently sufficient to support disaster needs)
  - Rack mountable
  - 2200 Wat 9 Ah
  - AC 100/110/120/125 V
  - Output 4+ connectors
  - Runtime for server configuration of 6+ minutes
- Cables required to connect servers and UPS
- 2 separate rack mounts for housing and protecting the servers and UPS

### Virtual Servers

- A virtualization system to enable the deployment of virtual machines on each of the Physical Servers

### Licensing

- Operating Systems: Up to 14 additional Windows 2019 or 2022 Standard Server 2 core for Virtual Machine OS
- Client Access Licenses (CAL's): Up to 160 User CAL's to provide users the legal right to access any and all data and applications on the Servers.

### Not Included

- Networking hardware including Switches, Internet Access Points, Firewalls or VPN access either the hardware, configuration or Tier 1, 2 or 3 support for these
- Desktop and Workstations either the hardware, configuration or Tier 1, 2 or 3 support for these
- Phone system including hardware, configuration and interconnected services

## Schedule B: Security and Disaster Recovery

Included in Televon's Co-Managed Solution monthly pricing are two Cloud Based systems that are Best In Class at protecting your server systems from Malicious actions. They also function as gateways to enable Televon to provide the needed support, maintenance and Co-Managed service that is core to this offering.

### Server Security

Televon will implement on all physical servers and virtual machines under management the **Sentinel One Complete** service. This is the Industry Leading security solution that protects you from not only known threats, but also protects you from threats that just emerging and are not yet know to the malware threat industry.

It delivers multi-layered AI-powered endpoint protection, with Static AI pre-execution protection for known and unknown file-based malware, and Behavioral AI agent-side behavioral monitoring that covers any attack vector, including unknown exploits and bypass attempts of traditional anti-virus.

With active attack remediation, cleaning all artifacts of a malicious attempt, including registry, scheduled tasks and more, while Rollback Revert returns an endpoint its pre-infected state. Upon detection, SentinelOne can immediately stop lateral threat spread cold by disconnecting the infected endpoint from the network while still maintaining the agent's connection to the management console.

### Disaster Recovery

Sentinel One is the best solution to keep malicious actors and malware off of your servers, but even the best system can be undermined by accidental clicks by employees, network configuration issues or highly funded state actors like China and Russia. Because of this, Televon will implement the Acronis Backup and Disaster Recovery systems on the Client's critical to function systems.

The Acronis DR system is cloud based and includes an advanced malware screening system that constantly monitors both new backup files as well as your existing backup images. In addition, the DR system can be integrated into your current network so that Cloud based Virtual Servers can be spun up from the DR backup within minutes of a DR protected server failure. This enables you to maintain core business function while with a cloud server while we work to recover your on-prem server.

Most importantly, by storing your backups and DR service in the cloud, any ransomware attack on your on-prem servers can be circumnavigated by implementing new cloud based VMs within a few minutes.

## Schedule C: Co-Management Support

Telefon offers the following co-management services to the Client.

### Ongoing Server Infrastructure Support and Services:

- System Asset catalog and tracking including server products, designed utilization, build versions and connectivity and integration strategies;
- Eyes on Glass server monitoring including patch tracking, implementation and backend support and management;
- Setup of new Virtual Machine environments. Not this does not include the implementation of a new service or application on the new Virtual Machine (this would be an add-on included at an hourly rate);
- Tier 2 and 3 help desk on-call support for Client Information Technology Administration team:
  - Tier 1 (Client responsibility) includes adding and deleting users, configuring applications as designed by the OEM and provider, and basic troubleshooting of the server environment.
  - Tier 2 (Telefon) support includes configuration issues of the OS, users' access, and advanced administration issues.
  - Tier 3 (Telefon) support includes recovery of failed machines, implementation of Disaster Recovery protocols, and working with OEMs on system bugs and issues.
- Not included in this service is:
  - Implementation of new application post initial implementation migration (other than assisting with the Microsoft OS integration)
  - Migrating an existing service (Active Directory, Exchange, On-Prem 3<sup>rd</sup> Party Application) to a new environment post initial implementation (e.g., Project Managing the migration of an application to the Cloud).
  - Troubleshooting network access issues for servers or applications (e.g., port access issues, firewalls, user VPN access, etc.).

In support of the above services, Telefon agrees to provide the following:

- 1) Telefon's available business hours will be:
  - a) Monday Through Friday 8:00am-5:00pm in the Central Time zone
  - b) Observed Holidays will follow the Federally Observed holidays as listed on the US Office of Personnel Management's (<https://www.opm.gov/policy-data-oversight/pay-leave/federal-holidays>) plus;
    - i) The Friday immediately following Thanksgiving
    - ii) Christmas Eve (or the next closest business day)
- 2) Support & service request channels
  - a) Online ticket submission and management (preferred) at [support.telefon.com](https://support.telefon.com)
  - b) Email ticket submission at [support@telefon.com](mailto:support@telefon.com)
  - c) Call center ticket submission through Telefon's main phone number 724-325-1660
- 3) Ticket system uptime will be 99.5% outside of normally scheduled maintenance windows
- 4) Ticket response times (answering ticket and initiating support and service) during normal business hours:
  - a) Standard tickets, defined as system issues that are not of a critical security nature, will have 4 hours or less response time. Telefon will attempt, with its best effort, to respond to tickets submitted after 1:00pm on a business day within that same business day.
  - b) Emergency tickets, defined as system issues that are of a critical security nature, will have a 1 hour or less response time. Telefon will attempt, with its best effort, to respond to tickets submitted after 4:00pm on a business day within that same business day.

## Schedule D: Fee Schedule

The fees for Televon Services will be implemented in phases. The dates for these fees are fixed and not contingent on the implementation of specific project milestones.

Phase	Start Date	Monthly Fee	Notes
Phase 1: Procurement	Contract Effective Date	\$0	Televon will work with city Client to finalize the specs of the hardware required for Phase 1 and procure the hardware and license
Phase 2: Physical Server #1 + up to 8 Virtual Servers + NAS	October 1, 2022	\$5,000	Televon will work with the Client staff to schedule implementation of the first Physical Server, the NAS, UPS, and required Virtual Machines.
Phase 3: Physical Server #2 + Up to 6 Virtual Servers + ongoing Co-Management	January 1, 2023	\$7,500	Televon will work with the Client staff to schedule implementation of the second Physical Server and required Virtual Machines.
Phase 4: Renewal	October 1, 2024	\$5,000	Televon will transfer ownership of the hardware to Client, but will maintain Co-management support as well continue to provide Disaster Recovery and Security services

Add-ons and Upgrades that will be charged at the first of the next month and continue until either add-on is discontinued or the contract is terminated

Item	Fee	Notes
Virtual Machines (14 Included in Base Price)	\$100 / Month	At same current configuration. Includes OS license, security license for Sentinel One, and Co-Management support
On-Prem Storage Capacity (Per TB)	\$40 / Month	Assuming added to existing NAS system. If additional NAS server is required that will be treated like a new Physical Server
Client Access Licenses (CAL's) in Groups of 5	\$10 / Month	These are needed for additional users over the 160 included in the base proposal
Disaster Recovery (Per TB) (Rounded up to Nearest 1TB)	\$150 / Month	Disaster recovery should be constrained to just Mission Critical applications and data.

Services required above and beyond what is defined in this agreement and the attached Exhibits will be scoped independently and assigned a Statement of Work (SOW). These SOW's are typically hourly work based which Televon agrees to charge to Client at the following rates:

- Tech Analyst = \$100 / hour
- Project Management = \$125 / hour
- Senior Tech Manager = \$150 / hour

Additional Physical Servers and Network Attached Storage (NAS) devices will be assessed on a case by case to meet the then specific needs of the Client.

**Management Items**

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**DATE:** September 6, 2022

**FROM:** Javier Ramirez, Assistant City Manager

**ITEM:** Discussion and Possible Action to approve a Waterline Access Agreement between North Alamo Water Supply Corporation and the City of Mercedes for El Dorado Subdivision

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**BACKGROUND INFORMATION:**

City of Mercedes currently has an interlocal cooperation agreement to provide emergency services in the rural response district with Hidalgo County. El Dorado Estates is located within the rural response district. The water distribution system belongs to North Alamo Water Supply Corporation. In order to provide firefighting services in the El Dorado Estates Subdivision and use NAWSC water distribution system, a Waterline Access Agreement must be executed between NAWSC and the City of Mercedes.

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

**ALTERNATIVES/OPTIONS:** N/A

**FISCAL IMPACT:** N/A

**LEGAL REVIEW:** Martie Vela-Garcia

**ATTACHMENTS:** N/A

**DRAFT MOTION:** Approve the waterline access agreement.

STATE OF TEXAS

COUNTY OF HIDALGO

§  
§  
§  
§  
§

BETWEEN:

NORTH ALAMO WATER SUPPLY  
CORPORATION AND CITY OF  
MERCEDES

**WATERLINE ACCESS AGREEMENT  
(with City)**

**WHEREAS**, North Alamo Water Supply Corporation ("NAWSC") has a water distribution system which was designed for potable water distribution to rural communities; and

**WHEREAS**, such system was not designated specifically with the intent of providing water for fire protection purposes; and

**WHEREAS**, the City of Mercedes ("City") through its own forces or through the forces of those subject to a contract to provide services, may provide fire protection services to its citizens, some of which fall within the area of the Certificate of Convenience and Necessity granted to NAWSC; and

**WHEREAS**, City, a governmental entity of the State of Texas, may provide fire protection services to its constituents; and

**WHEREAS**, Section 67.0105 of the Texas Water Code authorizes water supply corporations to contract with governmental entities like the City to supply water for use in fire suppression, and further provides that the act of supplying such water by water supply corporations such as NAWSC, is an essential governmental function. It also provides that the contract for supplying such water must be to the mutual benefit to the contracting parties; and

**WHEREAS**, pursuant to Section 67.0105, a corporation that provides a governmental entity with a water supply or equipment to carry out the governmental function as described herein may be liable for damages resulting therefrom only to the extent that the governmental entity would be liable if the governmental entity were performing the governmental function directly; and

**WHEREAS**, NAWSC and City are mindful of the benefits that can be received by the citizens of the City and the members of NAWSC with the availability of water for use in controlling fires and thereby for the protection of life and property; and

**WHEREAS**, Cayetano Development, LLC ("**Owner**") is constructing a subdivision on the property described in **Exhibit "A"**, El Dorado Estates Subdivision (the "**Subdivision**") and the City requires fire protection for the Subdivision as part of the Subdivision process.

**THEREFORE**, in exchange for the recitals herein made, the consideration exchanged and the goodwill generated, NAWSC and City agree as follows:

1. This agreement pertains only to those areas in the Subdivision which also are within the boundaries of the Certificate of Convenience and Necessity granted to NAWSC in HIDALGO County, Texas and only **with respect to those areas specifically listed in Exhibit "A"**. No other parts of NAWSC lines shall be affected by this agreement unless specifically set forth in writing by the parties and adopted by official acts of their respective governing bodies.
2. City shall have access to NAWSC lines with no less than six inches (6") in diameter for the purpose of operating and maintaining a fire hydrant system in accordance with industry standards and all federal, state and local codes and as shown in **Exhibit "B" ("Fire Hydrants")**. Such Fire Hydrants to be used solely for the governmental purpose of fire-fighting filling stations. No other use of water shall be made under this agreement. City shall determine if the pressure and volume available on such lines are suitable and sufficient. NAWSC shall gratuitously furnish to City's designated engineer, such waterline modeling information as it may have to the extent such information affects the lines and hydrants shown in Exhibit "A"; such information does not constitute any representation or warranty of any condition and is subject to all limitations, disclaimers, etc. found in this agreement.
3. Except as otherwise provided in this paragraph, all City fire hydrants on NAWSC waterlines or any part of NAWSC's system, shall be used for the governmental purposes of fire-fighting filling stations and shall be painted black with a white bonnet (cap) so as to be designated that they may be available for that limited use in a fire emergency and shall be operated by City such that a positive pressure of no less than 30 p.s.i. is maintained in NAWSC's water line at the point of connection between the water line and the fire hydrant. Should City perform annual testing of each hydrants subject to this agreement so as to determine the color coding attributable to each hydrant under City's fire hydrant coding scheme, City may paint the tested hydrants the appropriate color under that color coding scheme for a period of one (1) year following the test, after which a new test must be done or the hydrant shall be painted black with a white bonnet (cap) until the appropriate test is done. Should a tested and color coded hydrant's condition change after being tested and its condition be such that a different color code is appropriate, City will immediately repaint the hydrant accordingly or should a year expire without a hydrant being re-tested, City will immediately paint it black with a white bonnet (cap) and if City fails to so test and paint City's fire hydrants, NAWSC may (but is not required to) do so at City's expense, such expense to be paid by City to NAWSC upon demand. By allowing a hydrant subject to this agreement to be painted any color other than black with a white bonnet (cap), NAWSC is not representing or warranting that the hydrant is available and suitable for use in a fire emergency.

4. The Fire Hydrants will be constructed by Owner and owned and maintained by City as set out in Exhibit "B." If concrete is used for additional stability, the hydrant weep holes should not be covered.
5. All water used from NAWSC system will be reported monthly to NAWSC by City. This report will state the estimated amount of water used, the date of use, the location of use and any problems encountered with the Fire Hydrants. Forms will be provided by City.
6. There may be an annual charge by NAWSC for water used in fire protection. Such charge will be established annually by the Board of Directors. However, in no case will water be used for any domestic use, equipment wash-downs or construction purposes or any other purpose other than the actual use in controlling fires and maintaining the Fire Hydrants.
7. Because NAWSC is a rural system that cannot patrol all locations daily, a problem may arise as to the abuse of Fire Hydrants by the taking of water for uses other than fire protection. If this becomes a problem, NAWSC reserves the right to install security devices on all hydrants at the cost of City. Sufficient special wrenches, or keys, will be provided to NAWSC by City at no cost to NAWSC. Should City fail to install the required security devices, NAWSC may install such devices as it deems appropriate at a cost to the City.
8. All Fire Hydrants maintenance, inspection and flushing will be done by City personnel, or those under contract to City, for which City will retain responsibility. A schedule will be set up by City to perform flushing no less frequently than once every six (6) months; maintenance, inspection and testing according to National Fire Protection Association 291 shall be performed by City no less frequently than every twelve (12) months. Such schedule shall be provided to NAWSC in writing no later than thirty (30) days prior to any date shown on the schedule. City will maintain the Fire Hydrants such that they may be used as a temporary water sales point and as a flush valve by NAWSC and if City fails to so maintain the Fire Hydrants, NAWSC may (but is not required to) do so at City's expense, such expense to be paid by City to NAWSC upon demand. NAWSC may use the Fire Hydrants as temporary water sales point and as flush valves in order to assure the sanitary conditions of the potable water. In order to assure the integrity of its system and to maintain the sanitary conditions of the potable water, NAWSC personnel will be present at the times of Fire Hydrants maintenance, inspection and flushing and no such activity will occur without such presence. All Fire Hydrants maintenance, inspection and flushing will be done at City's expense. NAWSC may require such maintenance, inspection, and/or flushing to be made at any time, and after notice of such is given to City, such will be conducted as soon as reasonably possible.
9. All installation and replacement of Fire Hydrants and appurtenances will be performed by those personnel approved by NAWSC and under City's authority and responsibility, but only under NAWSC's inspection for defects in construction that may affect water quality.

No installation or replacement of Fire Hydrants and appurtenances may occur without the presence of NAWSC personnel. All expenses involved in the installation and replacement of Fire Hydrants and appurtenances will be borne by City, including a reasonable fee for the presence and administration of NAWSC's personnel.

10. CITY ACKNOWLEDGES AND AGREES THAT NAWSC, BY ALLOWING ACCESS TO ITS SYSTEM, ASSUMES A DUTY TO NOT INJURE A PERSON EMPLOYED BY OR OTHERWISE AUTHORIZED BY CITY TO USE, ACCESS, OR IN ANY WAY BENEFIT FROM THE FIRE HYDRANTS, THE WATER THEREIN OR ANY APPURTENANCES THERETO (THE "USER") BY WILLFUL OR WANTON CONDUCT OR BY GROSS NEGLIGENCE, AND THAT NAWSC ASSUMES NO OTHER DUTY OR STANDARD OF CARE. CITY UNDERSTANDS THAT THE STANDARD OF CARE ASSUMED UNDER THIS AGREEMENT DOES NOT REQUIRE NAWSC TO WARN THE USER OF AN UNSAFE CONDITION OR TO MAKE AN UNSAFE CONDITION SAFE SHOULD NAWSC BECOME AWARE, EITHER ACTUALLY OR CONSTRUCTIVELY, OF A CONDITION WHICH RESULTS IN AN UNREASONABLE RISK TO THE USER. FURTHER, CITY UNDERSTANDS THAT NAWSC MAY CHANGE THE CONDITION OF ITS SYSTEM IN A MANNER THAT MIGHT RENDER THE SYSTEM UNSAFE FOR A USER WITHOUT INCURRING LIABILITY FOR SUBSEQUENT INJURY TO USER BY THE NEW DANGER. CITY AGREES TO USE THE WATER AND SYSTEM AT ITS OWN RISK AND AS IT IS FOUND. NAWSC, WITHOUT ACCEPTING ANY DUTY, GRATUITOUSLY WILL ENDEAVOR TO NOTIFY CITY OF ANY CONDITION THAT MIGHT RENDER THE SYSTEM UNSAFE FOR USE BY CITY SHOULD ITS MANAGER BECOME CONSCIOUSLY AWARE OF SUCH A CONDITION. NAWSC HEREBY SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY, OR REPRESENTATION, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, OR CONCERNING (A) THE NATURE AND CONDITION OF THE SYSTEM INCLUDING, WITHOUT LIMITATION, THE PIPELINES, HYDRANTS, FLUSH VALVES, APPURTENANCES, WATER AND REAL PROPERTY, THE SUITABILITY THEREOF FOR ANY AND ALL ACTIVITIES AND USES WHICH CITY MAY ELECT TO CONDUCT OR THE EXISTENCE OF ANY HAZARD OR CONDITION; (B) THE NATURE AND EXTENT OF ANY RIGHT-OF-WAY, LEASE, POSSESSION, LICENSE, RESERVATION, CONDITION OR OTHERWISE; AND (C) THE COMPLIANCE OF THE SYSTEM OR ITS OPERATION WITH ANY LAWS, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL ENTITY OR BODY. CITY ACKNOWLEDGES BY USE OF THE SYSTEM THAT IT HAS AND WILL INSPECT THE SYSTEM AND CITY WILL RELY SOLELY ON ITS OWN INVESTIGATION OF THE SYSTEM AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY OR ON BEHALF OF NAWSC. CITY FURTHER ACKNOWLEDGES THAT THE INFORMATION PROVIDED AND TO BE PROVIDED WITH RESPECT TO THE SYSTEM WAS OBTAINED WITHOUT

CONSIDERATION BEING GIVEN AND NAWSC (1) HAS NOT MADE ANY INVESTIGATION OR VERIFICATION OF SUCH INFORMATION; (2) DOES NOT MAKE ANY REPRESENTATION AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. ACCESS TO THE SYSTEM IS ALLOWED ON AN "AS IS", "WHERE IS", AND "WITH ALL FAULTS" BASIS, AND CITY EXPRESSLY ACKNOWLEDGES THAT, IN CONSIDERATION OF THIS ACCESS, NAWSC MAKES NO WARRANTY OR REPRESENTATION, EXPRESSED OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION OR FITNESS FOR PARTICULAR PURPOSE WITH RESPECT TO THE SYSTEM OR ANY PORTION THEREOF.

CITY AGREES BY ITS USE OF THE SYSTEM, DIRECTLY OR THROUGH OTHERS, THAT NAWSC SHALL NOT BE RESPONSIBLE OR LIABLE TO THE CITY FOR ANY DEFECT, ERRORS, OMISSIONS, OR ON ACCOUNT OF ANY OTHER CONDITIONS AFFECTING THE SUBDIVISION, AS CITY MAKES USE OF THE SYSTEM "AS-IS", "WHERE-IS", AND "WITH ALL FAULTS". CITY OR ANYONE CLAIMING BY, THROUGH, OR UNDER CITY, HEREBY FULLY RELEASES NAWSC, ITS EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, ATTORNEY AND AGENTS FROM ANY COST, LOSS LIABILITY, DAMAGE, EXPENSE, DEMAND, ACTION OR CAUSE OF ACTION ARISING FROM OR RELATED TO ANY DEFECTS, ERRORS, OMISSIONS, OR OTHER CONDITIONS AFFECTING THE SYSTEM. CITY BY THEIR USE OF THE SYSTEM, FURTHER ACKNOWLEDGES AND AGREES THAT THIS RELEASE SHALL BE GIVEN FULL FORCE AND EFFECT ACCORDING TO EACH OF THE EXPRESSED TERMS AND PROVISIONS.

TO THE EXTENT APPLICABLE AND PERMITTED BY LAW, CITY, IN CONSIDERATION FOR USING THE SYSTEM AND AS A MATERIAL INDUCEMENT TO NAWSC FOR ALLOWING SUCH USE, WAIVES THE PROVISIONS OF THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, AS WELL AS ALL OTHER STATUTORY PROVISIONS WHICH MIGHT CREATE A CLAIM AGAINST NAWSC AS A RESULT OF THE USE OF NAWSC'S SYSTEM. ACCORDINGLY, CITY BY AND THROUGH THE BELOW SIGNING REPRESENTATIVES WHO HAVE BEEN GIVEN THE APPROPRIATE AUTHORITY BY THEIR GOVERNING BODIES STATE:

I WAIVE MY RIGHTS UNDER THE DECEPTIVE TRADE PRACTICES CONSUMER PROTECTION ACT, SECTION 17.41 ET SEQ, BUSINESS AND COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF MY OWN SELECTION, I VOLUNTARILY CONSENT TO THIS WAIVER.

TO THE EXTENT APPLICABLE AND PERMITTED BY LAW, CITY, BY ITS USE OF THE SYSTEM, DIRECTLY OR THROUGH OTHERS, AGREES TO INDEMNIFY, PROTECT, DEFEND, SAVE AND HOLD HARMLESS NAWSC, ITS EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, ATTORNEYS AND AGENTS FROM AND AGAINST ANY AND ALL DEBTS, DUTIES, OBLIGATIONS, LIABILITIES, SUITS, CLAIMS, DEMANDS, CAUSES OF ACTION, LOSSES, COST AND EXPENSES AND TO PAY ALL EXPERTS' AND ATTORNEYS' FEES AND EXPENSES AND COURT COSTS ASSERTED OR INCURRED BY NAWSC AT ANY TIME AND IN ANY WAY RELATING TO, CONNECTED WITH, OR ARISING OUT OF THE CONDITION OF NAWSC'S SYSTEM AND THE USE OF THE FIRE HYDRANTS OR THE OPERATION, MAINTENANCE AND MANAGEMENT THEREOF, INCLUDING ANY CLAIMS, SUITS, OR CAUSES OF ACTION ARISING FROM ANY NEGLIGENCE, INCLUDING GROSS NEGLIGENCE OF NAWSC AND ITS AGENTS, OFFICERS AND EMPLOYEES AS THEY RELATE TO THE PROVISION OF WATER AND ACCESS TO NAWSC'S SYSTEM UNDER THIS AGREEMENT.

IT IS THE EXPRESS INTENTION OF THE PARTIES THAT THE INDEMNITY PROVIDED FOR IN THIS AGREEMENT IS TO INDEMNIFY AND PROTECT NAWSC FROM THE CONSEQUENCES OF ITS OWN NEGLIGENCE AND GROSS NEGLIGENCE, EVEN WHEN THAT NEGLIGENCE AND GROSS NEGLIGENCE IS FOUND TO BE THE SOLE CAUSE OF THE INJURY, DEATH OR DAMAGES. CITY ALSO WAIVES ALL RIGHTS TO SUBROGATION AGAINST NAWSC.

11. This Agreement is intended to provide NAWSC with all the protections and limitations from liability allowed by the laws as they exist and will exist, including, but not limited to, Texas Water Code §67.0105, and the common law and all the terms and conditions hereof shall be liberally construed to effectuate this purpose and to sustain the validity of this Agreement. The parties agree that this Agreement shall not be construed in favor of or against either party on the basis that the party did or did not author the Agreement. This Agreement constitutes the entire agreement between the parties.
12. This agreement is effective upon execution by the parties and the recordation of Exhibit "A", with the official records of Hidalgo County and continues until terminated by either party in writing, such termination to occur only after written notice by the terminating party at least two (2) months prior to the termination date. All parties may terminate in the event of a default if such default is left uncured for 30 days after giving written notice.
13. Each person, signing below, warrants and represents to the parties to this Agreement, that he has been given full authority to execute this Agreement, such that it binds the party for which he signs to fully fulfill the terms of this Agreement.

14. This Agreement is not executed for the benefit of any third party and its terms shall not be enforceable by or in favor of any person or entity other than the express parties to the Agreement.
15. NAWSC shall have the right to locate the pipe and accessories necessary to provide water for the Fire Hydrants on the Subdivision at a point to be chosen by NAWSC, and shall have access to the Subdivision and equipment constructed by Owner and/or City at all reasonable and necessary times for any purpose with or in the furtherance of its business operations, and upon discontinuance of service, NAWSC shall have the right to remove any of its equipment from the Subdivision. NAWSC may inspect its valves, piping, and appurtenances to the supply line as well as the Fire Hydrants on an annual basis for a reasonable fee to be set by NAWSC (initially \$200.00), which may be increased based on future costs increases to provide this service. Where applicable, and upon notice, City shall have personnel present as necessary to assist in the inspection. NAWSC shall also have access to the Subdivision for purpose of inspecting for possible illegal connections, cross-connections, potential contamination hazards, and illegal lead materials, and City agrees to annual inspections of its own facilities for these conditions.
16. City shall enforce the following restrictions to ensure the public health and welfare. The following undesirable practices are prohibited by State regulations and by this Agreement:
  - a. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contaminations shall be isolated from the Fire Hydrants by an air gap or an appropriate backflow prevention assembly in accordance with state regulations.
  - b. No cross-connection between the Fire Hydrants and a private water system is permitted. Potential threats to the public drinking water supply shall be eliminated at the service connection by the proper installation of an air gap or an appropriate backflow prevention assembly. Backflow assemblies require annual inspections and testing by a certified backflow prevention assembly tester and documentation of the inspections reflecting proper installation, maintenance, and operation must be provided to NAWSC no later than 30 days after the inspection.
  - c. No connection which allows condensing, cooling, industrial process water, or any water of unknown quality to be returned to the Fire Hydrants or the public drinking water supply is permitted.
  - d. No pipe or pipe fitting which contains more than 8.0% lead may be used for the installation or repair of the plumbing in the Fire Hydrants.

- e. No solder or flux which contains more than 0.2% lead may be used for the installation or repair of the plumbing in the Fire Hydrants.
- 17. NAWSC may notify City, as applicable, of any cross-connection or other undesirable practices which have been identified during the initial or subsequent inspection. City shall immediately correct any undesirable practice on the Subdivision. City shall, at its expense, properly install, test and maintain any backflow prevention device required by NAWSC. Copies of all testing and maintenance records shall be provided to NAWSC. Failure to comply with the terms of this Agreement shall cause NAWSC to terminate services or to install, test, and maintain an appropriate backflow prevention device at the service connection at the sole expense of City. Any expenses associated with the enforcement of this Agreement shall be paid to NAWSC upon presentation to City, as applicable.
- 18. City agrees that the maximum amount of liability to City that may be incurred by NAWSC by virtue of any noncompliance with the terms of this Agreement is limited to the amount of fees paid by City to NAWSC for services provided under this Agreement during the calendar year in which the noncompliance occurs.
- 19. Any expenses associated with the enforcement of the Agreement shall be paid to NAWSC upon presentation to City, and in compliance with the Texas Prompt Payment Act.
- 20. Should any amounts to be paid by any party hereto, remain unpaid after the date the payment is due, such unpaid amount shall accrue interest in compliance with the Texas Prompt Payment Act.
- 21. In the event any litigation arises out of this Agreement between the parties hereto, the non-prevailing party shall pay the prevailing party all reasonable and necessary attorney's fees, expert fees, expenses and costs of court expended or incurred in connection with the litigation pursuant to Section 271.153 of the Texas Local Government Code or similar authority effective at the time of the execution of this Agreement.
- 22. If any part, term, or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or enforceability shall not affect the validity of any other part, term, or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of this Agreement.
- 23. The Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by all parties.

By signing and delivering this Agreement to the appropriate official of NAWSC, the City authorizes completion of this Agreement by filling in the Effective Date below.

IN WITNESS WHEREOF, EXECUTED by NAWSC and City, acting under the authority of their respective governing bodies in multiple originals effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

ATTEST:

THE CITY OF MERCEDES  
400 S. Ohio  
Mercedes, Texas 78570

By: \_\_\_\_\_,  
Joselynn Castillo, City Secretary

By: \_\_\_\_\_,  
Oscar D. Montoya, Sr., Mayor

APPROVED AS TO FORM:

By: \_\_\_\_\_,  
Martie Garcia Vela, City Attorney

STATE OF TEXAS           §  
                                     §  
COUNTY OF HIDALGO   §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Oscar D. Montoya, Sr., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he is Mayor of City of Mercedes, that he executed the same as the act of City of Mercedes for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Texas

NORTH ALAMO WATER SUPPLY  
CORPORATION

420 S. Doolittle Road  
Edinburg, Texas 78542  
956-383-1618 (phone)  
956-383-1372 (fax)

By: \_\_\_\_\_  
Steven P. Sanchez, General Manager

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Richard W. Fryer,  
Attorney for North Alamo  
Water Supply Corporation

STATE OF TEXAS           §  
                                     §  
COUNTY OF HIDALGO   §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Steven P. Sanchez, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he is General Manager of North Alamo Water Supply Corporation, that he executed the same as the act of North Alamo Water Supply Corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Texas

## EXHIBIT "A"

A Resubdivision of 45.664 Acres consisting of 35.558 Acres out of Lot 1, Block 100 and 10.106 Acres out of Lot 8, Block 100, CAMPACUAS ADDITION SUBDIVISION, as per Map or Plat thereof recorded in Volume 1, Pages 1 and 2, Map Records of Hidalgo County, Texas.

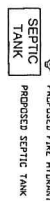
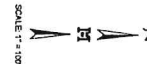




## EXHIBIT "B"

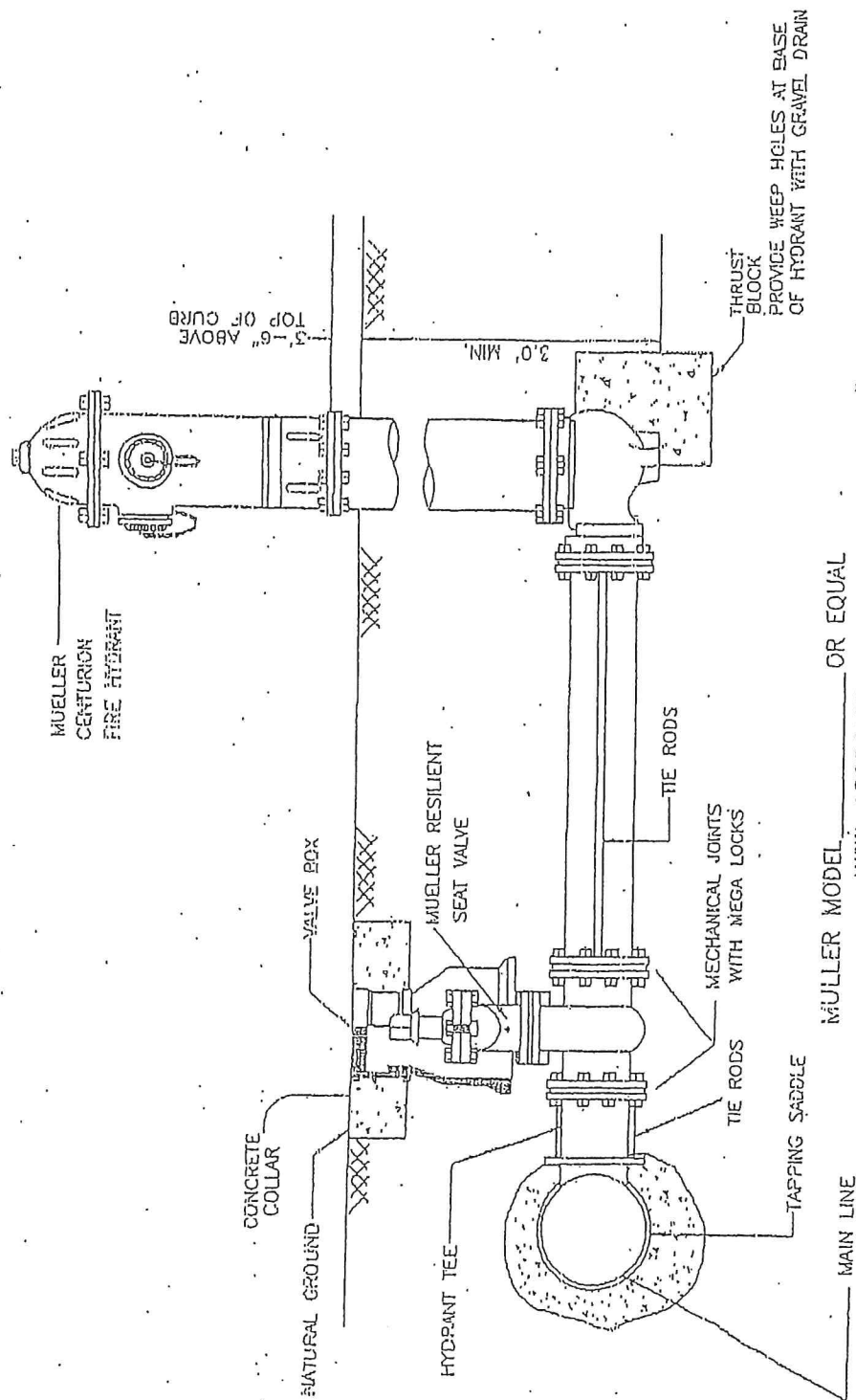
### Fire Hydrant Installation

Each fire hydrant run-out shall be equipped with a 6" flanged mechanical joint resilient seated gate valve. This valve may be located adjacent to the mainline or between the mainline and the hydrant. Each fitting (Branch Tee, Gate Valve & Hydrant) shall be separately supported by a concrete thrust block including anchor rods. Care must be taken that the hydrant drain be kept clear when pouring concrete. Mainline Tees shall have mechanical joint, flanged fittings. Mega lugs shall also be used at all mechanical joint fittings.



EL DORADO ESTATES  
HIDALGO COUNTY, TX

REVISION		DATE	BY
MELDEN & HUNT, INC. TEXAS REGIST # 16135 		<b>MELDEN &amp; HUNT INC.</b> CONSULTANTS • ENGINEERS • SURVEYORS  115 W. MCINTYRE • EDINBURG, TX 78541 PH: (956) 381-0981 • FAX: (956) 381-1839 ESTABLISHED 1947 • <a href="http://www.meldenandhunt.com">www.meldenandhunt.com</a>	



MUELLER MODEL \_\_\_\_\_ OR EQUAL  
AWWA APPROVED

**NAWSC FIRE HYDRANT**

(NOT TO SCALE)