



Mayor Oscar D. Montoya
Commissioner Joe Martinez
Commissioner Armando Garcia

Commissioner Dr. Jacob Howell
Mayor Pro-Tem Dr. Ruben Saldana
City Manager Alberto Perez

MERCEDES CITY COMMISSION
REGULAR MEETING
MARCH 19, 2024 – 6:30 P.M.
MERCEDES CITY HALL – COMMISSION CHAMBERS
400 S. OHIO AVE., MERCEDES, TX 78570

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

- 1. Call Meeting to Order**
- 2. Establish Quorum**
- 3. Invocation**
- 4. Pledge of Allegiance**
- 5. Open Forum-**
- 6. Presentations:**
 - a. Proclamation by the Mayor for the Church of the Living Word Pastor L.T & Weeda Moss
 - b. Proclamation for TMLDA Library of Excellence Award
- 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 February 20, 2024
- 8. City Manager Comments:**
 - a. Update regarding contracts for services
- 9. Ordinances/Resolutions:**
 - a. Approval of Resolution 2024-15 to adopt the suspension of AEP's Rate filing
 - b. Approval of Resolution 2024-16 regarding Border Zone Fire Department
 - c. Approval of Resolution 2024-17 regarding State Crisis Intervention Grant Program
- 10. Management Items:** *Present, discuss, consider and possibly take action regarding:*
 - a. Discussion of 10th Street repairs/study – Commissioner Howell
 - b. Discussion of Drone Technology regarding Amazon delivery options – Commissioner Howell
 - c. Approval to ratify the purchase of Skid Steer
 - d. Sponsorship request from the City of McAllen for the TML Region 12 Workshop
 - e. Approval of changes to the library policy
 - f. Approval to apply for the Certified Local Government with the Texas Historic Commission
 - g. Approval of appointment to the Planning & Zoning Commission
- 11. Bids/Contracts:** *Present, discuss, consider and possibly take action regarding:*
 - a. Ratifying the Approval of E-Rate Internet Service Contract to Smartcom Telephone, LLC for Dr. Hector P. Garcia Memorial Library
 - b. Approval of Memorandum of Agreement for Stormwater Task Force
 - c. Approval of EMS Billing Contract renewal
- 12. Departmental Monthly Reports:**
 - a. Recreation Center, Public Works, Finance, Planning, Library, City Sec/HR, Fire,
- 13. Executive Session:** *Chapter 551, Texas Government Code, Section 551.071 (Consultation with Attorney), Section 551.072 (Deliberation regarding Real Property), Section 551.074 (Personnel Matters) and Section 551.087 (Economic Development)*
 - a. Discussion with City Manager regarding personnel matters and upcoming event – Section 551.074
 - b. Consultation with Attorney regarding update on litigation – Section 551.071
 - c. Consultation with Attorney regarding contracts – Section 551.071
- 14. Open Session:**

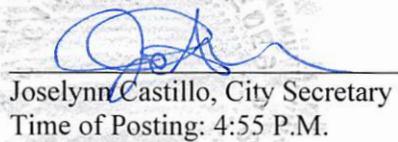
- a. Item A from Executive Session
- b. Item B from Executive Session
- c. Item C from Executive Session

15. Adjournment

Notice is hereby given that the City Commissioners of the City of Mercedes, Texas will meet in a ***Regular Meeting*** on Tuesday, March 19, 2024 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 15TH DAY OF MARCH, 2024.

ATTEST:



Joselynn Castillo, City Secretary
Time of Posting: 4:55 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
FEBRUARY 20, 2024 – 6:30 P.M.
MERCEDES CITY HALL – COMMISSION CHAMBERS**

MEMBERS PRESENT:	Oscar D. Montoya Sr.	Mayor
	Dr. Ruben Saldana	Mayor Pro-Tem
	Armando Garcia	Commissioner
	Joe Martinez	Commissioner
	Dr. Jacob Howell	Commissioner
STAFF PRESENT:	Alberto Perez	City Manager
	Martie Garcia-Vela	City Attorney
	Joselynn Castillo	City Secretary
	Javier Ramirez	Asst. City Manager
	Nereida Perez	Finance Director
	Michael Rocha	I.T Manager
	Orlando Diaz	Lieutenant
	Javier Campos	Fire Chief
	Reynaldo Alegria	Public Works Director

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. Commissioner Martinez arrived during the presentation by USW.

3. INVOCATION

Mayor Pro-Tem Saldana said the invocation.

4. PLEDGE OF ALLEGIANCE

Commissioner Howell led in the pledge of allegiance.

5. OPEN FORUM

There were no comments from the public.

6. PRESENTATIONS:

a. Update on Little League Fields by the Public Works Department

Mr. Alegria reported that the fields are currently under development with the addition of red dirt already underway. The next phase will involve the construction of the Press box. Meanwhile, the Public Works team commenced demolition today, and except for the stairs, all the work will be completed in-house. The stairs will be made of metal. Mayor Montoya raised concern about previous break-ins and emphasized the need for reinforced doors. Mr. Alegria mentioned that the material costs thus far amounts to \$7,000.

b. Presentation by USW

Mr. David Salinas provided a graph to show the sludge decreasing. He introduced those in attendance from USW which included Mr. Jeffrey DuPont, Chris Gutschow, and Bobby Gonzalez. There was a dip from 2020 to 2021 and then a rise in 2022 due to Valley dewatering adding solids. The waster water plant has solids that still need to be cleaned out and have estimated about 50 plus loads. The current provider is Denali and are looking at negotiating pricing and there may be another vendor that can provide the same service at a lower rate. They submitted a quote to Mr. Ramirez for a blower because its currently down. This will help circulate the air. Commissioner Martinez arrived at this time.

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 February 6, 2024

b. **Second and Final Reading of Ordinance 2024-03 to rezone RHM-Mobile Home Zone for South Campacuas Addition Lot 6, 11, 12, 13, 14 and 3, Block 104 & 105**

c. **Approval of the Investment Report for the 1st Quarter of FY 2024**

Commissioner Howell motioned to approve all items and forgo the second reading of Ordinance 2024-03.

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

8. ORDINANCES/RESOLUTIONS:

a. **Approval of Resolution 2024-13 and Agreement for the Temporary Closure of State Right-Of-Way for the Livestock Show Parade**

b. **Approval of Resolution 2024-14 and Agreement for the Temporary Closure of State Right-Of-Way for Traffic Control during the Livestock Show Event**

Commissioner Martinez motioned to approve both resolutions 2024-13 and 2024-14. Commissioner Garcia seconded. Upon a called vote, the motion passed unanimously.

9. MANAGEMENT ITEMS:

a. **Approval of grant reimbursement for historically designated property 246 S. Texas Ave.**

Commissioner Martinez motioned to approve the \$10,000 reimbursement for the roof repair. Commissioner Garcia seconded. Upon a called vote, the motion passed unanimously. Commissioner Howell stated Ms. Carrillo met all requirements as set by the Historical Board.

b. **Approval of appointment to the Keep Mercedes Beautiful Committee**

Commissioner Martinez motioned to approve appointing Maria G. Salinas to the Keep Mercedes Beautiful Board. Commissioner Garcia seconded. Upon a called vote, the motion passed unanimously.

10. BIDS/CONTRACTS:

a. **Approval of Memorandum of Understanding of the South Mercedes Lateral Improvement Project - Phase 3**

Commissioner Martinez motioned to approve the MOU. Commissioner Garcia seconded. Upon a called vote, the motion passed unanimously.

b. **Approval of the new First Amended Interlocal Cooperation Agreement between the City of Mercedes and the County of Hidalgo with authority for the Mayor, as authorized official, to sign the Amended Interlocal Cooperation Agreement – City of Mercedes Paramedic Initiative Program**

Commissioner Howell motioned to approve. Commissioner Martinez seconded. Upon a called vote, the motion passed unanimously. At a question, Chief Campos stated there is a budget for the paramedic program. The Budget of \$60,000 was submitted and the County pays for 50%.

11. MONTHLY DEPARTMENTAL REPORTS

a. **Library, Rec Center, City Sec/HR, Fire, Public Works, Finance**

Lt. Diaz stated they have been in communication with ERO and will be looking at moving in next month in March. He stated they are working with Fire for the Rio Grande Valley Livestock Show and several grant applications. Mayor Montoya commended Lt. Diaz on his work for applying for grants. They received a new vehicle for the animal control team. They purchased a drone and a Polaris ranger.

Commissioner Martinez motioned to go into executive session. Commissioner Garcia seconded. Upon a called vote, the motion passed unanimously. The meeting went into executive session at 7:05 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 with City Manager regarding personnel matters and upcoming event – Section 551.074**

b. **Consultation with Attorney regarding update on litigation – Section 551.071**

c. **Consultation with Attorney regarding contracts – Section 551.071**

Mayor Montoya called the meeting back to order at 9:12 p.m.

13. OPEN SESSION:

a. **Item A from Executive Session**

b. **Item B from Executive Session**

c. **Item C from Executive Session**

No Action was taken on any of the items in executive session.

14. Adjournment

Commissioner Martinez motioned to adjourn. Commissioner Garcia seconded. Upon a called vote, the motion passed unanimously at 9:12 p.m.

RESOLUTION NO. 2024-15

RESOLUTION OF THE CITY OF MERCEDES SUSPENDING THE APRIL 4 2024 EFFECTIVE DATE OF AEP TEXAS INC.'S REQUESTED RATE CHANGE TO PERMIT THE CITY TIME TO STUDY THE REQUEST AND TO ESTABLISH REASONABLE RATES; APPROVING COOPERATION WITH THE CITIES SERVED BY AEP TEXAS AND AUTHORIZING INTERVENTION IN AEP TEXAS INC.'S REQUESTED RATE CHANGE PROCEEDINGS BEFORE THE COMMISSION; HIRING LLOYD GOSSELINK ATTORNEYS AND CONSULTING SERVICES TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; REQUIRING REIMBURSEMENT OF CITIES' RATE CASE EXPENSES; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL

WHEREAS, on or about February 29, 2024, AEP Texas Inc. ("AEP Texas" or "Company"), pursuant to Public Utility Regulatory Act ("PURA") §§ 33.001 and 36.001 filed with the City of Mercedes ("City") a Statement of Intent to change electric delivery rates in all municipalities exercising original jurisdiction within its service area, effective April 4, 2024 and

WHEREAS, the City is an electric utility customer of AEP Texas and a regulatory authority with an interest in the rates and charges of AEP Texas; and

WHEREAS, the City is a member of the Cities Served by AEP Texas ("Cities"), a membership of similarly situated cities served by AEP that have joined together to efficiently and cost effectively review and respond to electric issues affecting rates charged in AEP Texas' service area; and

WHEREAS, PURA § 36.108 grants local regulatory authorities the right to suspend the effective date of proposed rate changes for ninety (90) days after the date the rate change would otherwise be effective; and

WHEREAS, the City retains its rights as a city with original jurisdiction including the right to suspend the application; and

WHEREAS, PURA § 33.023 provides that costs incurred by Cities in ratemaking activities are to be reimbursed by the regulated utility; and

WHEREAS, the City’s consultants and attorneys recommend that the City suspend the application for further review.

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

SECTION 1. That the April 4, 2024, effective date of the rate request submitted by AEP Texas on or about February 29, 2024, be suspended for the maximum period allowed by law to permit adequate time to review the proposed changes and to establish reasonable rates.

SECTION 2. That the City joins other Cities Served by AEP Texas in this proceeding and, subject to the right to terminate employment at any time, hereby authorizes the hiring of Thomas Brocato of Lloyd Gosselink Rochelle and Townsend, P.C, and consultants to review the Company’s filing, negotiate with the Company, make recommendations regarding reasonable rates and to direct any necessary administrative proceedings or court litigation associated with an appeal of city action.

SECTION 3. That the City shall work with Cities Served by AEP Texas in the review and evaluation of whether the proposed rates are appropriate, fair, just, and reasonable; and, intervene as a necessary party in the Public Utility Commission of Texas’ consideration of AEP Texas’ rate filing in Docket No. 56165 as it affects the customers in the unincorporated areas of AEP Texas’ service territory.

SECTION 4. That the City’s reasonable rate case expenses shall be reimbursed by AEP Texas.

SECTION 5. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

SECTION 6. A copy of this Resolution shall be sent to AEP Texas, care of Jennifer Frederick, American Electric Power Company, 400 West 15th Street, Suite 1520, Austin, Texas 78701 (aepaustintx@aep.com), and to Thomas Brocato at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701 (tbrocato@lglawfirm.com).

PASSED AND APPROVED this 19th day of March, 2024.

Oscar D. Montoya Sr., Mayor

ATTEST:

APPROVED AS TO FORM:

Joselynn Castillo, City Secretary

Martie Garcia-Vela, City Attorney

MODEL STAFF REPORT

*****ACTION MUST BE TAKEN TO SUSPEND THE EFFECTIVE DATE
BEFORE APRIL 4, 2024*****

PURPOSE:

AEP Texas Inc (“AEP Texas” or “Company”) filed an application on February 29, 2024 with cities retaining original jurisdiction seeking to increase system-wide distribution rates by \$110.4 million per year (an increase of 13.1%) and increase system-wide transmission rates by \$63.1 million (an increase of 9.29%). According to AEP Texas, the impact of this approval on an average residential customer would be an increase of about \$4.59 per month.

The resolution suspends the April 4, 2024 effective date of the Company’s rate change for the maximum period permitted by law to allow the City, working in conjunction with other Cities served by AEP Texas to intervene in the Public Utility Commission Docket No. 56165 to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy, including settlement, to pursue.

The law provides that a rate request made by an electric utility cannot become effective until at least 35 days following the filing of the application to change rates. The law permits the City to suspend the rate change for 90 days after the date the rate change would otherwise be effective. **If the City fails to take some action regarding the filing before the effective date, AEP Texas’s rate request is deemed approved.**

Purpose of this Resolution:

The purpose of this Resolution is to suspend the Statement of Intent to Change Rates proposed by AEP Texas and authorize the City to intervene in the Company’s rate case proceeding before the Public Utility Commission in Docket No. 56165.

Explanation of “Be It Resolved” Paragraphs:

Section 1. The City is authorized to suspend the rate change for 90 days after the date that the rate change would otherwise be effective for any legitimate purpose. Time to study and investigate the application is always a legitimate purpose. Please note that the resolution refers to the suspension period as “the maximum period allowed by law” rather than ending by a specific date. This is because the Company controls the effective date and can extend the deadline for final city action to increase the time that the City retains jurisdiction if necessary to reach settlement on the case. If the suspension period is not otherwise extended by the Company, the City must take final action on AEP Texas’ request to change rates by July 3, 2024.

Section 2. This provision authorizes the City to participate in a coalition of Cities served by AEP Texas (“Cities”) in order to more efficiently represent the interests of the City and their citizens and authorizes the hiring of Lloyd Gosselink and consultants to review the filing, negotiate with the Company, and make recommendations to the City regarding reasonable

rates. Additionally, it authorizes Cities to direct any necessary administrative proceedings or court litigation associated with an appeal of this application filed with the PUC.

Section 3. This section authorizes the City to intervene in and participate with Cities Served by AEP Texas as a party in the Company's filing, PUC Docket No. 56165.

Section 4. The Company will reimburse the cities for their reasonable rate case expenses. Legal counsel and consultants approved by Cities will submit monthly invoices that will be forwarded to AEP Texas for reimbursement. No individual city incurs liability for payment of rate case expenses by adopting a suspension resolution.

Section 4. This section merely recites that the resolution was passed at a meeting that was open to the public and that the consideration of the Resolution was properly noticed.

Section 5. This section provides that both AEP Texas' counsel and counsel for the Cities will be notified of the City's action by sending a copy of the approved and signed resolution to certain designated individuals.

CONSENT ITEM: No

DATE: March 12, 2024**FROM:** Javier Campos Jr.- Fire Chief/EMC**ITEM:** **Approval of Resolution 2024-16 regarding Border Zone Fire Department**

BACKGROUND INFORMATION:

Border Zone Fire Department (BZFD), 2025 - The purpose of this program is to provide grants to professional fire departments along the Texas-Mexico border region for specialized equipment, maintenance, and medical supplies to support emergency services associated with the execution of border security activities associated with deterring crimes occurring in the geographic area defined in Article IX, Section 7.10 of the General Appropriations Act.

The Mercedes Fire Department will be submitting two items for approval. (See Below)

Rescue Command Truck - This unit will allow us to respond within the border area which terrain is a problem when gaining access to incidents. This unit will assist with having gear available in an all-terrain unit to accomplish missions. We currently serve the border area covering 4.5 mile of the Rio Grande Valley River which the brush and roads are a hazard when called upon. This unit will allow us to carry anything from medical supplies to rescue equipment to provide service. This will be a great asset to our department and be able to safely and quickly respond when called upon.

UTV Rescue Unit - This UTV will assist our department when responding to rural areas when we need access to brushy areas along the Rio Grande River or the Arroyo Colorado. This UTV will be on a utility trailer and be ready to deploy to the incident as needed. This unit will have access to place a patient liter on the unit as well as carry medical and rescue equipment.

BOARD REVIEW/CITIZEN FEEDBACK:**Finance Review by:****LEGAL REVIEW:****ATTACHMENTS:**

- 1.) Resolution
- 2.)

DRAFT MOTION:

RESOLUTION NO. 2024-16

WHEREAS, the City of Mercedes' City Commission finds it in the best interest of the citizens of Mercedes, Texas that the Mercedes Border Zone Fire Department Program be operated for the year 2024; and

WHEREAS, the City of Mercedes' City Commission agrees to provide applicable matching funds for the said project as required by the Border Zone Fire Department grant application; and

WHEREAS, the City of Mercedes' City Commission agrees that in the event of loss or misuse of the Office of the Governor funds, the City of Mercedes City Commission assures that the funds will be returned to the Office of the Governor in full; and,

WHEREAS, the City of Mercedes' City Commission designates the Mercedes City Manager as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that City of Mercedes' City Commission approves submission of the grant application for the Border Zone Fire Department Program grant application to the Office of the Governor.

PASSED AND APPROVED this 19th of March, 2024.

ATTEST:

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

Joselynn Castillo, City Secretary

Grant Number: 5188301

RESOLUTION NO. 2024-17

WHEREAS, the City of Mercedes' City Commission finds it in the best interest of the citizens of Mercedes, Texas that the State Crisis Intervention Grant Program be operated for the year 2024; and

WHEREAS, the City of Mercedes' City Commission agrees to provide applicable matching funds for the said project as required by the State Crisis Intervention Program grant application; and

WHEREAS, the City of Mercedes' City Commission agrees that in the event of loss or misuse of the Office of the Governor funds, the City of Mercedes City Commission assures that the funds will be returned to the Office of the Governor in full; and,

WHEREAS, the City of Mercedes' City Commission designates the Mercedes City Manager as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that City of Mercedes' City Commission approves submission of the grant application for the State Crisis Intervention Program grant application to the Office of the Governor.

PASSED AND APPROVED this 19th of March, 2024.

ATTEST:

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

Joselynn Castillo, City Secretary

Grant Number: 5205101

CONSENT ITEM:

DATE: March 5, 2024
FROM: Reynaldo Alegria, Public Works Director
ITEM: Ratification/ Approval of Skid Steer

BACKGROUND INFORMATION:

The City of Mercedes advertised to go out for bids for heavy equipment until Wednesday, February 14, 2024 for a Skid Steer. Two vendors met the deadline, Romco Equipment and Nueces Power Equipment (NPE). City of Mercedes awarded Romco for the heavy equipment purchase. Romco was the lowest bid at \$56,992.00 and Nueces Power Equipment was at \$62,305.75.

It was ratified as an emergency for clean up of sludge at the sewer plant that is pilling up and is needed to remove for the proper function and sanitation of the sewer plant. To abide of the regulation of Texas Control Environment Quality I (TCEQ).

BOARD REVIEW/CITIZEN FEEDBACK:**ALTERNATIVES/OPTIONS:****FISCAL IMPACT:**

Proposed Expenditure/(Revenue):	Account Number(s):
Capital Outlay	02-530-4010

Finance Review by: Nereida Perez

LEGAL REVIEW:

ATTACHMENTS: Purchase memo, order form, purchase order, skid steer pictures

DRAFT MOTION: Recommendation of the approval of skid steer.



February 22, 2024

To: Nereida Perez, Finance Director
From: Reynaldo Alegria, Public Works Director
CC: Meredith Hernandez, Chief Accountant

Re: Purchasing Memo for Skit Steer

On January 31, 2024, staff solicited sealed bids for this equipment. Bids were received February 14, 2024. The city received 2 bids from ROMCO Equipment Co. for the bid amount of \$56,992.00 and from NPE for \$62,305.75.

This equipment is an emergency purchase for complying with a TCEQ violation notice with the water and sewer plant. Please proceed with the purchase of ROMCO Equipment as they are the lowest bidder. The item will go to commission at the March 5, 2024 meeting to be ratified.

Please do not hesitate to call the Public Work's Office at 956-565-6147, if you have any questions or concerns regarding these repairs.

Reynaldo Alegria,

City of Mercedes



- 1519 W. Belt Line Rd., Carrollton, Texas 75006
- 1350 N.E. Loop 820, Fort Worth, Texas 76106
- 1042 S.E. Loop 410, San Antonio, Texas 78220
- 2116 E. Loop 281, Longview, Texas 75605
- 312 Park Street, Mercedes, Texas 78570
- 1150 West Old Settlers Blvd., Round Rock, Texas 78681
- 1 Mile West of I-45 on FM 164, Buffalo, Texas 75831
- 8450 Breen, Houston, Texas 77064
- 1610 N. Padre Island Drive, Corpus Christi, Texas 78408

CUSTOMER EQUIPMENT ORDER

Date: Feb, 12, 2024

INVOICE TO	NAME	City of Mercedes			Customer No.
	Address	400 S Ohio Ave			
	City	County	State	Zip	
	Mercedes	Hidalgo	TX	78570	

SHIP TO	Name	City of Mercedes			
	Address	400 S Ohio Ave			
	City	County	State	Zip	
	Mercedes	Hidalgo	TX	78570	
	Job Name	Proposal 2024-001 Heavy Equipment			Job No.

CUSTOMER ORDER NO.	OUR ORDER NO.	F.O.B.	DATE SHIPPED	VIA	PREPD.	COL	TERMS
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By this order, the undersigned customer requests ROMCO Equipment Co., the Company, to ship as specified above, the following equipment:

"Notice is hereby given that ROMCO Equipment Co., will assign to ROMCO Exchange Co., LLC its rights under any sales contract to sell the equipment described herein or to purchase trade-in property described herein."

			SALE OR RECAPTURE PRICE	
QUANTITY	MACHINE AND MODEL	RENTAL RATE	UNIT PRICE	EXTENSION
1	2023 ASU RTSO All Weather-CAB		\$56,992 ⁰⁰	
	EN 603706 Mid Sized			
1	50-60 ASU Bucket Interchangeable			
	EN 603707			

DESCRIBE TRADE-IN:

N/A

SPECIAL TERMS ON TRANSACTION:

2yrs - 2000 HRS Warranty

Availability - In Stock - Mercedes TX

Subject to Prior Sale

SUBTOTAL

FREIGHT

N/A

TRADE-IN ALLOWANCE

(N/A)

HEIT TAX

N/A

DIESEL EQUIPMENT
SURCHARGE

N/A

SALES TAX

N/A

NET PRICE

\$56,992⁰⁰

CUSTOMER IS ORDERING THIS EQUIPMENT UNDER CONDITIONS CHECKED BELOW:

☐ Cash ☒ Note & Security Agreement ☒ Rental ☒ Lease ☒ With Purchase Option

LEASE OR RENTAL: Customer agrees to pay Company rental single shift operation at the rate of \$ _____

per _____ plus applicable sales tax for a minimum period of _____

months, commencing _____

RENTAL RATES ARE FOR NORMAL AND REASONABLE USE (UP TO 8 HOURS PER DAY, 40 HOURS PER WEEK, OR 176 HOURS PER MONTH/4 WEEK PERIOD) AND WILL BE INCREASED PROPORTIONATELY FOR ANY GREATER USE. IF CUSTOMER HAS PURCHASE OPTION, IT MAY BE EXERCISED AT ANY TIME DURING TERM SO LONG AS CUSTOMER IS NOT IN DEFAULT, FOR CASH OR ON TERMS ACCETABLE TO COMPANY. REPAIR COSTS (EXCLUDING WARRANTY) PAID BY COMPANY DURING THE PERIOD OF LEASE OR RENTAL WILL BE ADDED TO THE PURCHASE OPTION PRICE OF THE UNIT SHOWN ABOVE UPON EXERCISE OF OPTION.

THIS ORDER IS ALSO SUBJECT TO THE TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE HEREOF WHICH CUSTOMER DECLARES HE HAS READ AND UNDERSTANDS. SUCH TERMS AND CONDITIONS INCLUDE AN EXPRESS DISCLAIMER OF CERTAIN WARRANTIES AND LIABILITIES.

Accepted for ROMCO Equipment Co.

Customer: _____

In Dallas County, Texas on _____ 20 _____

Signed By: _____

By: _____

Title: _____

Title: _____

Print Name: _____

CITY OF MERCEDES

400 S. Ohio Ave
Mercedes, TX 78570
(956) 565-3114 x.163

PURCHASE ORDER

PO Number: **24-70727** Date: 02/23/2024

Request #: 24-37189 Vendor #: 99-01355

ISSUED TO: ROMCO EQUIPMENT CO
P.O. BOX 841496
DALLAS, TX 75284-1496

SHIP TO: PUBLIC WORKS
2314 N FM 491
MERCEDES, TX 78570
REYNALDO ALEGRIA

ITEM	UNITS	DESCRIPTION	G/L ACCOUNT	PROJ	PRICE	AMOUNT
1	1.00	2023 ASU RT50 ALL WE SKIT STEER FOR UTILITIES AND STREETS USE HAS 2 YRS - 2000 HRS WARRANTY	02 -535-4010		56,992.00	56,992.00

Authorized by: NEREIDA PEREZ Date: 02/23/2024

TOTAL	56,992.00
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1. Original invoice must be mailed to the City of Mercedes, Accounts Payable, 400 S Ohio Ave, Mercedes, TX 78570 or emailed to invoices@cityofmercedes.com
2. Payment may be expected within 30 days of receipt of goods, unless otherwise stated.
3. C.O.D. shipment will not be accepted.
4. Purchase Order numbers must appear on all shipping containers, packing slips and invoices. Failure to comply with the above request may delay payment.
5. All goods are to be shipped F.O.B. Destination unless otherwise stated.
6. All materials and services are subject to approval based on the description on the face of the purchase order or appendages thereof. Substitutions are not permitted without approval of the Requesting Department. Material not approved will be returned at no cost to the City.
7. All goods and equipment must meet or exceed all necessary city, state and federal standards and regulations.
8. Vendor or manufacturer bears risk of loss or damage until property received and/or installed.
9. Seller acknowledges that buyer is an equal opportunity employer. Seller will comply with all equal opportunity laws and regulations that are applicable to it as a supplier of the buyer.
10. The City is exempt from all federal excise and state tax - ID# 74-6001715











February 28, 2024

Dear Mayor,

As you may be aware, the Texas Municipal League – Region 12 is hosting its 13th Annual Training Workshop for City Elected Officials and staff from Hidalgo, Cameron, Willacy, Starr and Brooks Counties on May 16th and May 17, 2024, at South Padre Island, Texas. This two-day workshop will encompass topics such as Legislative Information, Open Government, Ethics and numerous other topics impacting this region. It will also be educational and fun!

Region 12 Officers, including myself, are respectfully seeking sponsors for this event. The following sponsorships are available from Platinum to Silver.

___ Platinum Sponsor	\$3,000
___ Gold Sponsor	\$2,000
___ Silver Sponsor	\$1,500

All entities making a contribution will be acknowledged at the event. A response will be greatly appreciated by Friday, May 10, 2024.

We want to take this opportunity to thank you for your dedication to public service and continued support of our Region 12 which is comprised mostly of elected officials from the Rio Grande Valley and as far north as Falfurrias.

Please send sponsorship payable to the City of McAllen to the following address:

Remit payment to:
City of McAllen
c/o City Secretary Dept.
P.O. Box 220
McAllen, Texas 78505-0220

Best regards,

A handwritten signature in blue ink that reads "Seby Haddad".

Victor "Seby" Haddad, TML Region 12 President
McAllen City Commissioner

Ordinances/Resolution

DATE: March 7, 2024**FROM:** Marisol Vidales, Library Director**ITEM:** Discussion and possible action to approve changes to library policy.

BACKGROUND INFORMATION:

There are two significant changes to the Library Policy. The first being the Library Hotspot Loan Agreement with the only change being the vendor and the items included with the checkout of the device. The only item removed was the USB cable. The change in vendor was due to the end of the emergency connectivity fund. The city budgeted to continue to provide hotspots for checkout and we were able to get the service and equipment at a lower rate through a cooperative known as MiCTA hence the change in vendor.

We also updated the meeting room policy due to the addition of our study pods and numerous requests that we receive weekly. Some of the changes to note are:

- The addition of the program room for reservation
- The removal of trash/food at the end of the meeting.
- The need for cancellations to be made 24 hours in advance
- Only adults are able to reserve any of the rooms.
- The study pods can only be reserved up to 3 days in advance and the other rooms may only be reserved up to one week in advance.
- The reservation will not be confirmed until the form and potential fee are received.
- We also lowered the rental fee from 25 to 15 for non-profits and 35 to 30 for all others.
- We revised the meeting space request form to add all the rooms available and the items that the person renting the room agrees to.

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

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

Finance Review by:**LEGAL REVIEW:****ATTACHMENTS:** Mercedes Policy Manual 6th Version & Mercedes Policy Manual 5th Version.**Staff Recommendation:** The Library Director recommends the approval of the revised policy.

DR. HECTOR P. GARCIA MEMORIAL LIBRARY POLICIES

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

Adopted by the City Commission: February 19th, 2013

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

Adopted by the City Commission: December 19, 2017

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

Amended and Approved by Dr. Hector P. Garcia Memorial Library Board: October 5, 2022

Adopted by the City Commission: October 18, 2022

Amended and Approved by Dr. Hector P. Garcia Memorial Library Board: February 1, 2024

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

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LIBRARY MISSION STATEMENT

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

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

Our Core Values

Support Intellectual Freedom

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

Promote Lifelong Learning and Literacy

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

Form Strong Partnerships

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

Respect and Embrace the Community

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

Adapt and Innovate

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

LIBRARY CARD REQUIREMENTS

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

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

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

The following are acceptable forms of photo identification:

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

The following are acceptable forms of proof of current address:

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

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

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

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

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

LIBRARY SERVICES

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

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

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

- Computer access
- Laptop access
- Material borrowing including Inter-library loan privileges
- Subscription databases

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

LIBRARY COLLECTION & COLLECTION DEVELOPMENT

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

Library Bill of Rights

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

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

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

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

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

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

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

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

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

Adult Collection

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

Young Adult Collection

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

Children's Collection

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

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

The library also has in its collection DVD and Blu-Ray discs. Those items are classified by genre. The genres consist of the following eighteen categories: Action & Adventure, Classical Animation, Classics, Comedy, Documentary, Drama, Family & Kids, Foreign, Horror, Musicals, Mystery & Suspense, Romance, Sci-Fi & Fantasy, Spanish, Special Interest, Sports & Fitness, Television Series, and Westerns.

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

Collection Development

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

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

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

Reconsideration forms are available from library staff and online. When a patron wishes the library to discard or reclassify a book or item, he or she fills out the "Request for Reconsideration of Library Materials" form. The form is sent to the Library Director who

assigns a committee composed of the Assistant Library Director and Library Board to review the item. The committee will evaluate the request form, any available reviews, and the item to determine if it meets the library selection criteria and collection development guidelines. The committee will make a recommendation to the Library Director, who will review the material, related items, and make a final decision regarding the disposition of the challenged item.

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

GIFT ACCEPTANCE AND SELECTION POLICY

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

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

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

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

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

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

LOAN LIMITS AND LOAN PERIODS

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

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

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

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

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

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

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

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

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

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

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

INTERLIBRARY LOAN POLICY

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

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

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

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

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

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

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

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

BORROWING FEES AND FINES POLICY

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

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

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

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

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

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

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

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

COMPUTER USE AND WIRELESS ACCESS POLICY

Introduction

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

Rules & Regulations

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

Regulations

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

Rules

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

Filtering

As required by the Children's Internet Protection Act (CIPA), in order to remain eligible for certain federal funding, the library has implemented software filtering on all its

Internet-accessible computer terminals. The software installed on Internet-accessible computers at the Library protects against access to visual depictions of obscenity, child pornography and material that is harmful to minors.

Computer Use Guidelines

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

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

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

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

EQUIPMENT LOAN POLICY

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

Library Laptop Checkout Agreement

Check-Out Procedure

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

Fines and Damages:

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

Library Hotspot Loan Agreement

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

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

The patron checking out the Hotspot agrees to the Verizon acceptable use policy. (<https://www.verizon.com/about/terms-conditions/acceptable-use-policy>) which prohibits pirating, illegal downloads, viewing child pornography, etc. and Dr. Hector P. Garcia Memorial Library's Computer Use and Wireless Access Policy (<https://cityofmercedes.com/about-the-library/>) which includes:

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

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

If the mobile Hotspot is not returned by due date, wireless services will be **SUSPENDED** the next day after the due date and patrons will have NO access to the Internet through the Hotspot. If the Library Hotspot or related equipment is not returned after 14 days, your account will be blocked and you will be charged a replacement fee of **\$89.99**.

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

Loan Period: 28 days

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

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

Borrowing Limit: 1 per household

Renewals: None

Holds: None

Late Charges: \$1/day

Lost/Damaged Replacement fees: Library Hotspot device: \$89.99

GPS: Yes

of Devices that can connect at one time to Verizon Orbic Speed Mobile Hotspot:
10

If you need assistance, please call us at 956.565.2371. For support after business hours until 9pm, contact **Verizon** Customer Service Hotline 800.922.0204.

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

See Appendix F for Hotspot Agreement.

VISITOR POLICY

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

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

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

LIBRARY BEHAVIOR POLICY

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

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

Inappropriate Behavior includes but is not limited to the following:

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

Harmful and/or Disruptive Behavior

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

8. Refusal to comply with other Library policies or procedures when explained by staff.

Illegal Activities

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

Staff Procedure for Inappropriate Behavior

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

Staff Procedure for Aggressive Patrons

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

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

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

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

UNATTENDED OR DISRUPTIVE CHILDREN POLICY

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

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

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

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

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

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

LIBRARY TOURS POLICY

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

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

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

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

MEETING POLICY

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

Policy

- The room may be used for educational, cultural, informational, or governmental/civic activities, which may include public lectures, panel discussions, workshops, and other similar functions.
- The room cannot be used for personal or family purposes such as anniversaries or birthdays.
- The room reservation is subject to cancellation with two weeks' notice if the room is needed for a library or city program.
- Users agree to abide by all regulations of the library relating to the use of the facility, as well as accept responsibility for all damages caused to the building and/or equipment beyond normal wear.
- Meetings must be held during regular library hours.
- Meetings must end on time or extra charges will be incurred per every 5 minutes past the scheduled end time.
- A group representative should sign out with a library staff member at the end of the meeting.
- Groups who use the library's **Texas & Program Room** may serve light refreshments with the approval of the library. PLEASE NOTE: ALCOHOLIC BEVERAGES ARE PROHIBITED.
- The group must remove all evidence of the trash/food at the close of the meeting. It is the group's responsibility to leave the meeting rooms in the condition they were found.
- The lights in the Pods, Texas Room, and Program Room must remain on at all times, unless given permission by the Library Director.
- Do not lock the doors to the Pods or Texas Room.
- Do not exceed the recommended Space capacity (Pods - 4 individuals, Texas Room – 30 individuals, Program Room – 30 individuals).
- Charges will be assessed at the discretion of the library for any damages or extra cleanup required after the reserved event.
- The library will only provide tables, chairs, and available equipment for reserved activities. No extra equipment will be provided by the library that is not already in the meeting space. However, groups may bring their own equipment with the approval of the library.
- Wireless internet access is available in the meeting room, but groups will need to bring in their own laptops.

- Any signage related to the meeting must be approved prior by staff.
- Library staff is not responsible for your belongings. You are solely responsible for your belongings.

Applications/Reservations

- Groups interested in using the library's meeting room must first fill out a Meeting Space Request Form provided by the library.
- An authorized adult representative of the interested group must request use of the meeting space and fill out the request form. By signing the form, the applicant agrees to the Meeting Space Policy and confirms that it has been read and understood.
- The Request Form must be submitted to the library on the day of the reservation.
- The Study Pods are scheduled on a first come, first serve basis, but can be scheduled up to 3 days in advance for 2 hours at a time.
- The Texas Room and Program Room are scheduled on a first come, first serve basis, but can be scheduled up to 1 week in advance for 4 hours at a time.
- Failure to abide by the policy may disqualify the interested group from future use of the meeting room.
- The group accepts financial responsibility for any and all damage caused to the building or equipment beyond normal wear. The group contact person will be responsible for any charges incurred by the group.
- Room reservations may be called in, but they will not be confirmed until the Request Form and Fee have been completed and processed.
- The library does reserve the right to cancel or modify a scheduled meeting if the room is needed for library or city purposes.
- Library staff should be notified in advance of cancellations by the group. If a meeting is cancelled more than once with less than 24 hours' notice, the group may be disqualified from future use of the room.
- If a meeting is cancelled 2 hours or less prior to the event, the library reserves the right to hold partial cost of the room rental.

Charges

There is no charge for use of the meeting room by city governmental agencies or by groups in which the library is a sponsor or cooperating agency. Non-profit agencies will be charged \$15 per 4-hours, while Standard rates will be \$30 per 4-hours. If a group needs to reserve the meeting room for a period of 5 or more hours, an hourly fee of \$5 will be charged after the 4-hours.

APPENDICES

Appendix A - Library Services Fees

Services & Associated Cost

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

Appendix B - Loan Periods & Limits

Loan Limits & Periods

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

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

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

Appendix C - Borrowing Fees & Fines

General Fees

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

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

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

Damaged Audiovisual (AV)-DVD & Blu-Rays

Case: \$1.00

3D Glasses: \$1.00

Cover: \$1.00 + processing fee

Pamphlet: \$2.00 + processing fee

Barcode: \$1.00 + processing fee

Label: \$1.00 + processing fee

Wet: \$1.00 + processing fee

Total Damage: Full charge + processing fee

Damaged Books

Torn page: \$0.50 (per page)

Written page: \$0.50 (per page)

Wet page: \$.50 (per page)

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

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

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

Missing Date Due Card: \$1.00 + processing fee

Missing pocket: \$1.00 + processing fee

Missing pages: Full charge + processing fee

Wet book: Full charge + processing fee

Lost or Damaged Beyond Repair: Full charge + processing fee

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

Appendix C - Borrowing Fees & Fines

Damaged Devices

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

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

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

USB Cable \$12.00

Wall Charger \$20.00

Internal SIM Card \$15.00

Battery \$45.00

Appendix D - Device Liability and Appropriate Use Agreement

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

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

Care of the Device

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

Signature

Printed Name

Date

My Library Card Number

Appendix D - Computer Use and Wireless Access Policy

Introduction

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

Rules & Regulations

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

Regulations

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

Rules

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

Filtering

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

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

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

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

Signature: _____ Date: _____

Appendix F - Hotspot Agreement

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

Hotspot TLC#: 55700000 _____	IMEI# _____	Replacement Cost: \$89.99
-------------------------------------	--------------------	--------------------------------------

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

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

1 Wall Charger \$20.00	Out		In	
1 Internal SIM Card \$15.00	Out		In	
1 Battery \$45.00	Out		In	
1 Start Guide	Out		In	
1 Box	Out		In	

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

Patron Initials _____

☐ It is patron's responsibility to monitor usage of Internet by those in the household. Patron must Agree to Verizon's acceptable use policy, which prohibits pirating, illegal downloads, viewing child pornography, etc. (<https://www.verizon.com/about/terms-conditions/acceptable-use-policy>) and Dr. Hector P. Garcia Memorial Library's Internet Access Acceptable Use Policy.

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

Name of Patron (Print)

Patron Signature (Checking Out)

Patron Phone No.

Patron Signature (Checking In)

E-Mail Address

Date/Time Checked Out Condition of Equipment

Staff Checking Out

Date/Time Checked In Condition of Equipment

Staff Checking In

Appendix G - Meeting Space Request Form

Group Name: _____

Purpose of Group/Organization: _____

- ☐ I am at least 18 years old. *
- ☐ I understand all food, drinks, & trash must be removed from the space by the close of the meeting.
- ☐ I understand my group will not be allowed into the room until my reservation start time begins.
- ☐ I understand my group must vacate the room/space 15 minutes prior to the library closing and/or at the time that the meeting is supposed to end, or additional charges will be given for running over the allocated time.

Name of Representative: _____ Phone: _____

Email: _____ Expected Attendance: _____

Alternate Contact Name: _____ Alt. Phone: _____

Alternate Email: _____

Reservations may be made up to 7 days in advance.

Rooms cannot be booked for days or times when the library is not open to the public.

Date Requesting: _____ Start Time: _____ End Time: _____

Indicate the Space Requesting: _____

Signature: _____ Date: _____

Print Name: _____

My signature above indicates that I agree to ensure that my organization will abide by the policies of the library with regard to meeting space use.

For Office Staff Use

Space: Pod 1 | Pod 2 | Texas Room | Program Room |

Non-Profit Fee: _____ Standard Fee: _____ Paid: _____

Notes:

Staff Initials: _____

* Under 18 must provide parents as alternate contact name

Staff Printed Name: _____

Updated: 2/27/2024

DR. HECTOR P. GARCIA MEMORIAL LIBRARY POLICIES

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

Adopted by the City Commission: February 19th, 2013

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

Adopted by the City Commission: December 19, 2017

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

Amended and Approved by Dr. Hector P. Garcia Memorial Library Board: October 5, 2022

Adopted by the City Commission: October 18, 2022

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

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LIBRARY MISSION STATEMENT

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

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

Our Core Values

Support Intellectual Freedom

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

Promote Lifelong Learning and Literacy

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

Form Strong Partnerships

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

Respect and Embrace the Community

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

Adapt and Innovate

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

LIBRARY CARD REQUIREMENTS

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

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

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

The following are acceptable forms of photo identification:

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

The following are acceptable forms of proof of current address:

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

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

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

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

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

LIBRARY SERVICES

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

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

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

- Computer access
- Laptop access
- Material borrowing including Inter-library loan privileges
- Subscription databases

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

LIBRARY COLLECTION & COLLECTION DEVELOPMENT

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

Library Bill of Rights

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

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

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

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

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

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

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

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

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

Adult Collection

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

Young Adult Collection

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

Children's Collection

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

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

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

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

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

Collection Development

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

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

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

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

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

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

GIFT ACCEPTANCE AND SELECTION POLICY

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

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

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

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

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

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

LOAN LIMITS AND LOAN PERIODS

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

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

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

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

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

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

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

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

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

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

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

INTERLIBRARY LOAN POLICY

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

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

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

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

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

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

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

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

BORROWING FEES AND FINES POLICY

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

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

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

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

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

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

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

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

COMPUTER USE AND WIRELESS ACCESS POLICY

Introduction

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

Rules & Regulations

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

Regulations

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

Rules

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

Filtering

As required by the Children's Internet Protection Act (CIPA), in order to remain eligible for certain federal funding, the library has implemented software filtering on all its Internet-accessible computer terminals. The software installed on Internet-accessible

computers at the Library protects against access to visual depictions of obscenity, child pornography and material that is harmful to minors.

Computer Use Guidelines

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

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

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

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

EQUIPMENT LOAN POLICY

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

Library Laptop Checkout Agreement

Check-Out Procedure

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

Fines and Damages:

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

Library Hotspot Loan Agreement

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

- Be 18 years of age or older

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

The patron checking out the Hotspot agrees to the T-Mobile acceptable use policy.

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

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

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

If the mobile Hotspot is not returned by due date, wireless services will be **SUSPENDED** the next day after the due date and patrons will have NO access to the Internet through the Hotspot. If the Library Hotspot or related equipment is not returned

after 14 days, your account will be blocked and you will be charged a replacement fee of \$90.00.

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

Loan Period: 28 days

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

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

Borrowing Limit: 1 per household

Renewals: None

Holds: None

Late Charges: \$1/day

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

GPS: Yes

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

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

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

VISITOR POLICY

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

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

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

LIBRARY BEHAVIOR POLICY

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

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

Inappropriate Behavior includes but is not limited to the following:

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

Harmful and/or Disruptive Behavior

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

Illegal Activities

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

Staff Procedure for Inappropriate Behavior

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

Staff Procedure for Aggressive Patrons

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

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

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

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

UNATTENDED OR DISRUPTIVE CHILDREN POLICY

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

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

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

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

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

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

LIBRARY TOURS POLICY

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

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

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

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

MEETING ROOM POLICY

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

Policy

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

Applications/Reservations

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

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

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

Charges

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

APPENDICES

Appendix A - Library Services Fees

Services & Associated Cost

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

Appendix B - Loan Periods & Limits

Loan Limits & Periods

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

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

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

Appendix C - Borrowing Fees & Fines

General Fees

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

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

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

Damaged Audiovisual (AV)-DVD & Blu-Rays

Case: \$1.00

3D Glasses: \$1.00

Cover: \$1.00 + processing fee

Pamphlet: \$2.00 + processing fee

Barcode: \$1.00 + processing fee

Label: \$1.00 + processing fee

Wet: \$1.00 + processing fee

Total Damage: Full charge + processing fee

Damaged Books

Torn page: \$0.50 (per page)

Written page: \$0.50 (per page)

Wet page: \$.50 (per page)

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

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

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

Missing Date Due Card: \$1.00 + processing fee

Missing pocket: \$1.00 + processing fee

Missing pages: Full charge + processing fee

Wet book: Full charge + processing fee

Lost or Damaged Beyond Repair: Full charge + processing fee

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

Appendix C - Borrowing Fees & Fines

Damaged Devices

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

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

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

USB Cable \$12.00

Wall Charger \$20.00

Internal SIM Card \$15.00

Battery \$45.00

Appendix D - Device Liability and Appropriate Use Agreement

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

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

Care of the Device

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

Signature

Printed Name

Date

My Library Card Number

Appendix D - Computer Use and Wireless Access Policy

Introduction

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

Rules & Regulations

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

Regulations

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

Rules

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

Filtering

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

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

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

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

Signature: _____ Date: _____

Appendix F - Hotspot Agreement

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

Hotspot TLC#: 5570 _____	Device # _____	Replacement Cost: \$90.00
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You assume full responsibility for its proper care and safe use during the time you are in possession of the item. This item is loaned to you in good condition with the understanding that it will return in the same condition. You are responsible for proper operation of this item and keeping it safe while it is checked out to you. You must use it with the accompanying wall charger / USB cable supplied with the Hotspot.

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

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

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

Patron Initials

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

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

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

Management Items

DATE: March 19, 2024**FROM:** Marisol Vidales, Library Director**ITEM:** Discussion and possible action on applying for Certified Local Government with the Texas Historic Commission.

BACKGROUND INFORMATION:

The Mercedes Historic Preservation Commission is ready to move forward with the application for Certified Local Government status. Attached you will find all the necessary documentation that will need to be submitted along with the application itself.

“The Certified Local Government (CLG) Program is a local, state, and federal government partnership to empower local communities to better protect historic resources by identifying local priorities, meeting recognized historic preservation standards and providing access to financial and technical services to further the identification, evaluation, designation and protection of buildings, sites, districts, structures, and objects.

Local governments that participate in the CLG Program act independently to develop and maintain a successful preservation program. The Texas Historical Commission administers the program at the state level and the National Park Service is the responsible federal agency.

The benefits of becoming a CLG include access to technical assistance from the CLG Program staff, a network of local preservation commissioners and historic preservation officers from around the state, workshops and other trainings specific to local preservation challenges, and the annual CLG Grant Program.”

BOARD REVIEW/CITIZEN FEEDBACK: Approved**ALTERNATIVES/OPTIONS:****FISCAL IMPACT:** \$

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

LEGAL REVIEW:**ATTACHMENTS:**

CLG Request for Certification 2024

CLG Appointment of HPO 2024

MHPC Goals and Objectives 2024

2024-02 Historical Landmark Ordinance

Member Resumes

Staff Recommendation: Staff is recommending approval of the application

REQUEST FOR CERTIFICATION

Certified Local Government Program

TO: Edward Lengel, State Historic Preservation Officer
Certified Local Government Program
Texas Historical Commission
PO Box 12276
Austin, TX 78711-2276

FROM: Oscar D. Montoya Sr.
Mayor
400 S. Ohio Ave., Mercedes Texas 78570
956-975-5829
Mayor.montoya@cityofmercedes.com

In accordance with the National Historic Preservation Act of 1966, and the amendments to the Act approved in 1980, as well Rule 15.6(f) of the Texas Administrative Code, I hereby request Certified Local Government status for

Mercedes

Enclosed are (check off as applicable):

- ☒ (1) a copy of the local historic preservation or landmarks ordinance, including any and all amendments **(required for cities only)**;
- ☐ (2) a copy of by-laws adopted by an appointed county historical commission **(required for counties only)**;
- ☒ (3) a listing of buildings, sites, structures, and districts designated under the local preservation ordinance. **(required for cities only)**;
- ☒ (4) a list of the historic preservation commission, board, or committee members, as well as resumes or statements of interest indicating their qualifications, credentials, or expertise related to preservation;
- ☒ (5) a completed Historic Preservation Officer and CLG Representative Appointment Form and resume for the designated historic preservation officer;
- ☒ (6) a copy of the local preservation plan, if extant, or a statement of the goals and objectives for the preservation program.

The requirements for certification of local governments, as described in the Texas Administrative Code, Rule 15.6(e)(1-5) Rules and Procedures for Certified Local Governments, are presently fulfilled by

Mercedes

[check one]

☒ without exception

☐ with exception(s), as follows:

[Indicate the item(s) above for which exceptions exist and explain each]

I understand that if my (city/county) is certified, a written certification agreement specifying the responsibilities of the local government will be required and that

Mercedes

will be eligible to apply for special Certified Local Government matching grants to be used for eligible local historic preservation projects.

Signature Chief Local Elected Official

Date

Enclosures (as applicable):

- (1) Local historic preservation ordinance
- (2) By-laws of the county historical commission
- (3) List of locally designated buildings, sites, structures, and districts
- (4) Historic preservation commission/board/committee members and resumes
- (5) Historic Preservation Officer and CLG Representative Appointment Form;
- (6) Local preservation plan or statement of goals and objectives

Revised 1/24/2024

HISTORIC PRESERVATION OFFICER AND CLG REPRESENTATIVE APPOINTMENT FORM

Certified Local Government Program

Federal and State Rules for the Texas Certified Local Government (CLG) Program require each CLG to appoint a staff member or volunteer to serve as Historic Preservation Officer and CLG Representative. This position is tasked with carrying out the responsibilities in the CLG's Certification Agreement. Any change of the appointed Historic Preservation Officer and CLG Representative must be authorized by the local government's Chief Elected Official or their designee. The appointee is required to satisfy the [Secretary of the Interior's Professional Qualifications Standards](#). If no person meeting the Professional Qualifications Standards is available, appropriate preservation training must be provided by the local government.

NEW APPOINTMENT:

Mercedes appoints Marisol Vidales to serve as the Historic Preservation Officer and CLG Representative. Their contact information is listed below.

Marisol Vidales
Library Director & Historic Preservation Officer
434 S. Ohio Ave., Mercedes TX 78570
956-246-3982
mvidales@cityofmercedes.com

☐ The Historic Preservation Officer and CLG Representative meets the following criteria as identified in the Secretary of the Interior's Professional Qualifications Standards (select one or more):

☐ History ☐ Architectural History ☐ Architecture ☐ Historic Architecture ☐ Archeology

☒ The Historic Preservation Officer and CLG Representative does not currently meet the Secretary of the Interior's Professional Qualifications Standards. Documentation is enclosed summarizing the CLG's efforts to hire a duly-qualified preservation officer and explaining how the appointee will successfully perform the position's duties.

A copy of the appointee's resume has been included for your records. Please feel free to contact us with any questions.

Sincerely,

Oscar D. Montoya Sr.
Mayor
3/19/2024

Enclosure: Resume of Historic Preservation Officer/CLG Representative



Queen City of the Rio Grande Valley

Mercedes Historic Preservation Commission CLG Goals and Objectives Plan

The following are the stated goals and objectives of the MHPC as found in the City of Mercedes' Historic Preservation Ordinance, passed 6 February 2024:

1. Protect, preserve, enhance, and perpetuate historic resources and districts which represent distinctive elements of Mercedes' historic, architectural, and cultural heritage;
2. Foster civic pride in the accomplishments of the past;
3. Promote the city's heritage by encouraging the use of historic resources;
4. Promote the city's heritage by attracting and educating tourists and visitors while providing support and stimulus to the economy;
5. Ensure the harmonious, orderly, efficient, and appropriate growth and development of the city by promoting the appropriate use of the city's historic resources;
6. Promote economic prosperity and welfare of the community by encouraging the most appropriate use of historic properties within the city;
7. Encourage stabilization, maintenance, and improvements of such properties and their values by offering incentives for rehabilitation; and
8. Provide input and advice to City Commission regarding matters of historic preservation.

The MHPC also wishes to pursue the following goals, both short and long term, in the coming months and years:

- I. IDENTIFY all historic resources and potential landmarks within the City of Mercedes, particularly those most endangered by demolition, alteration, or deterioration, by conducting a Historic Resource Survey.
- II. PROTECT eligible historic resources by designating more local landmarks and historic districts, especially those identified as most at-risk, and seeking further designations as RTHLs and to the National Register, as appropriate.

- III. Provide INCENTIVES to encourage and assist owners of historic resources to preserve, restore, or rehabilitate historic structures, especially those which are abandoned, vacant, or in most need of repair, and create treatment plans, in an effort to raise property values and put more homes and commercial buildings into service.
- IV. EDUCATE property owners and members of the public about the value and benefits of historic preservation, including incentives available at the local, state, and federal levels.
- V. Encourage HERITAGE TOURISM to bolster the local economy, through the creation and dissemination of local markers, maps, and brochures that highlight the city's historic and cultural resources.
- VI. OTHER LONG-TERM EFFORTS include:
 - Writing or encouraging the publication of a book on Mercedes' history
 - Supporting or overseeing the creation of a history museum to store artifacts and documents related to the history of Mercedes
 - Creating and overseeing an oral history program
 - Encouraging the implementation of a Main Street program to further aid in efforts to revitalize the historic Mercedes downtown area

The Mercedes Historic Preservation Commission sees these goals and objectives as vital to the long-term health of the City of Mercedes and will seek to diligently implement them in the interest of the culture, prosperity, education, and welfare of the people of Mercedes.

Signed, this 16th day of February, 2024,

Jodie Martinez, Chairman
Gabriel Ozuna, Vice Chairman
Pedro Ayala, Member
Lorri Marchant, Member
Donna Otto, Member
Tracy White, Member

Marisol Vidales, Historic Preservation Officer

ORDINANCE # 2024-02

CITY OF MERCEDES HISTORIC PRESERVATION ORDINANCE

AN ORDINANCE REPEALING ORDINANCE #2010-08, OF THE CITY OF MERCEDES, REGARDING PROVIDING FOR HISTORIC PRESERVATION IN THE CITY OF MERCEDES; PROVIDING DEFINITIONS AND TERMS; CREATING A HISTORIC PRESERVATION COMMISSION, SPECIFYING ITS MEMBERSHIP, TENURE; SETTING FORTH DUTIES AND RESPONSIBILITIES OF THE HISTORIC PRESERVATION COMMISSION; DEFINING DUTIES AND RESPONSIBILITIES OF THE HISTORIC PRESERVATION OFFICER; PROVIDING DESIGNATION CRITERIA AND PROCEDURE FOR DESIGNATING HISTORIC LANDMARKS AND DISTRICTS; ESTABLISHING INCENTIVE PROGRAMS FOR HISTORIC PRESERVATION; PROVIDING CRITERIA AND PROCEDURE FOR OBTAINING CERTIFICATES OF APPROPRIATENESS; ESTABLISHING DESIGN STANDARDS AND GUIDELINES; CREATING MINIMUM MAINTENANCE STANDARDS; ADDRESSING DEMOLITION BY NEGLECT; PROVIDING FOR A PENALTY; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, CH. 211 TEXAS LOCAL GOVERNMENT CODE, the Municipal Zoning Authority, specifically authorizes zoning functions and procedures for municipalities; and

WHEREAS, CH. 211 TEXAS LOCAL GOVERNMENT CODE, Section 211.005(a) authorizes the governing body of a municipality to divide the municipality into districts, within which the governing body may regulate the erection, construction, reconstruction, alteration, repair, or use of buildings, other structures, or land and within which zoning regulations must be uniform for each class or kind of building in a district; however, zoning regulations may vary from district to district.

WHEREAS, CH. 211 TEXAS LOCAL GOVERNMENT CODE, Section 211.005(b) provides that in the case of designated places and areas of historical, cultural, or architectural importance and significance, the governing body of a municipality may regulate the construction, reconstruction, alteration, or razing of buildings and other structures,

WHEREAS, CH. 214 TEXAS LOCAL GOVERNMENT CODE, Section 214.00111 provides additional authority to preserve substandard buildings as historic property which applies only to a municipality that is designated as a Certified Local Government by the State Historic Preservation Office as provided by 16 U.S.C.A. Section 470, *et seq.*,

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

That the following Historic Preservation Ordinance is hereby adopted as part of the comprehensive zoning plan, pursuant to Chapter 211, Texas Local Government Code. All previous historic landmark ordinances are hereby repealed and replaced in their entirety.

1. PURPOSE

The City Commission of Mercedes hereby declares that as a matter of public policy the protection, enhancement, and perpetuation of landmarks and districts of historical and cultural importance and significance is necessary to promote the economic, cultural, educational, and general welfare of the public. It is recognized that the City of Mercedes represents the unique confluence of time and place that shaped the identity of generations of citizens, collectively and individually, and produced significant historic, architectural, and cultural resources that constitute their heritage. Therefore, the City Commission of Mercedes regards the promotion of the city's cultural heritage, enhancement of the public's knowledge of the city's historical past, and the development of civic pride in the beauty and noble accomplishments in the past, as a public necessity which ought to be preserved, in the interest of the culture, prosperity, education, and welfare of the people.

This ordinance intends to:

1. Protect, preserve, enhance, and perpetuate historic resources and districts which represent distinctive elements of Mercedes' historic, architectural, and cultural heritage;
2. Foster civic pride in the accomplishments of the past;
3. Promote the city's heritage by encouraging the use of historic resources;
4. Promote the city's heritage by attracting and educating tourists and visitors while providing support and stimulus to the economy;
5. Ensure the harmonious, orderly, efficient, and appropriate growth and development of the city by promoting the appropriate use of the city's historic resources;
6. Promote economic prosperity and welfare of the community by encouraging the most appropriate use of historic properties within the city;
7. Encourage stabilization, maintenance, and improvements of such properties and their values by offering incentives for rehabilitation; and
8. Provide input and advice to City Commission regarding matters of historic preservation.

2. DEFINITIONS

Accessory building means a building or use that is clearly subordinate to and functionally related to the primary building or use, which contributes to the comfort, convenience, or necessity of occupants of the primary building or use on the same platted lot. An accessory building does not include a landscape feature.

Alteration means any exterior change, demolition, or modification to a historic property.

Applicant means a person seeking a designation or authorization under this ordinance or the person's designated and duly authorized agent or representative. This term may include the property owner, occupant of the site, the Historic Preservation Commission, or City Commission.

Archeological resource means a site with archeological or paleontological value in that it has produced or can be expected to produce historic or prehistoric interest.

Architectural feature means the architectural elements embodying style, design, general arrangement, and components of the exterior of any building or structure.

Building shall refer to a house, barn, church, hotel, or similar structure created to shelter any form of human activity. The term may also be used to refer to a historically and functionally related unit, such as a courthouse, jailhouse, barn, or other structure. The term also includes mobile homes, manufactured homes, industrial housing, and portable structures.

Certificate of Appropriateness (COA) means a signed and dated document evidencing the approval of the Historic Preservation Commission and/or Historic Preservation Officer for work on a historic resource proposed by an owner or applicant that is subject to this ordinance.

Certified Local Government (CLG) shall mean a local government certified or approved by the State Historic Preservation Office, which has an appointed Historic Preservation Commission to oversee the survey and inventory of historic resources, to review areas for historically significant structures, and to develop and maintain community planning and education programs.

Citation means a notice of violation issued by the Historic Preservation Officer (“HPO”) or Mercedes Historical Preservation Commission (“MHPC”) against a person, firm, or corporation found violating this ordinance and subject to penalties in municipal court.

City means the City of Mercedes, a duly incorporated municipality in Hidalgo County, Texas.

City Commission means the governing body of the City of Mercedes.

Compatible buildings or structures means those within a historic district substantially constructed after the district's period of significance, but that fit within the existing character of the district to reflect contributing resources in massing, height, scale, material, roof form, proportions, architectural details, and general appearance, or are built in accordance with an approved Certificate of Appropriateness.

Contributing means buildings, structures, objects or sites within a historic district that are at least fifty (50) years old, were substantially constructed within the district’s period of significance, and retain a recognizable degree of integrity.

Cultural landscape means a geographic area (including both cultural and natural resources and the wildlife or domestic animals therein) associated with a historic event, activity, or person exhibiting other cultural or aesthetic values.

Demolition means an act or process (not withstanding acts of God, criminal activity, etc.) which destroys in whole or in part a building, structure, or improvement.

Demolition by neglect means allowing a building or structure, whether intentional or unintentional, to fall into such a state of disrepair that it becomes necessary or desirable to demolish it.

Demolition delay means suspension by the City of Mercedes of an application for removal or demolition of a historic resource.

Design standards means a set of technical regulations adopted by the Mercedes Historic Preservation Commission that follow the Secretary’s Standards for treating historic properties.

Design guidelines means a set of discretionary guidelines adopted by the Mercedes Historic Preservation Commission to provide direction in making determinations that proposed actions are in compliance with this ordinance and consistent in maintaining the historic character of the structure, district, and city.

Designation means the process by which landmarks and districts are recognized as “historic” and protected under this ordinance.

Exterior features means features including the architectural style, general design, and general arrangement of the exterior of a building or other structure, including but not limited to the kind and texture of the building material and the type and style of the windows, doors, walls, roofs, light fixtures, signs, and other appurtenant features.

Historic district means an area which includes a grouping of two (2) or more historic properties, together with their accessory buildings, fences, and other appurtenances that are of historical, cultural, archaeological, or architectural importance, and that has received designation from the City of Mercedes as a unified district. A historic district may have within its boundaries contributing, compatible, and non-contributing structures. A historic district is a local historic district under Texas Local Government Code, Sec. 211.0165, as amended.

Historic landmark means a building, structure, object, site, or landmark, together with its accessory buildings, fences, and other appurtenances, of historical, cultural, archaeological, or architectural importance that has received designation from the City of Mercedes on its own and not as part of a historic district. It may or may not also be located within a historic district as part of a separate designation. A historic landmark is a local historic landmark under Texas Local Government Code, Sec. 211.0165, as amended.

Historic preservation means the identification, evaluation, recordation, documentation, protection, management, repairs, rehabilitation, restoration, stabilization, maintenance, and reconstruction of historic structures or property, or any one or more of the foregoing activities.

Historic Preservation Commission means the Mercedes Historic Preservation Commission (MHPC).

Historic Preservation Officer (HPO) means a designated city official, preferably meeting the Secretary of the Interior’s Professional Qualification Standards, entrusted to administer this ordinance and oversee the City of Mercedes’ preservation efforts.

Historic resource means a building, structure, object, or site that is 50 years or with historical, cultural, archaeological, or architectural significance, either as an individual property or as part of a larger district.

Historic Resource Inventory means a comprehensive list of historic properties, maintained by the Historic Preservation Commission, that have been identified by a Historic Resource Survey and evaluated as meeting specified criteria of significance.

Historic Resource Survey means a comprehensive survey involving the identification, research, and documentation of buildings, sites, and structures of any historic, cultural, archaeological, or architectural importance.

Improvement means any building, structure, or object constituting a physical betterment of real property, or any component part of such betterment, including but not limited to streets, alleys, curbs, lighting fixtures, signs, and the like.

Integrity means the authenticity of a property’s historic identity, evidenced by survival of physical characteristics that existed during the property’s historic or prehistoric period.

Landscape feature means an outdoor enhancement for recreational or aesthetic use, including but not limited to gardens, orchards, and parks.

Minor in-kind repairs or replacements means small-scale repairs or replacements to correct minor problems or damage to the exterior of a structure or building, not including a change in design, material, or outward appearance. Examples that satisfy this definition include, but are not limited to touch up painting, spot replacement of shingles, replacement of a windowpane, caulking, and securing loose boards.

Mothballing means the process of closing up a building temporarily to protect it from the weather and the elements, as well as to secure it from vandalism, in order to prevent long-term deterioration while the building is unoccupied.

National Register of Historic Places or *National Register* means the nation's official list of buildings, districts, and sites, including structures and objects, significant in American history and culture, architecture, archeology, and engineering maintained by the National Park Service and administered on a state-wide basis by the Texas Historical Commission.

Natural history resource means a locally designated natural resource of rare, significant, and/or outstanding geological or biological value.

Non-contributing means a building, site, structure, or object within a historic district that was substantially constructed after the district's period of significance and is not an integral part of the historic, archaeological and architectural fabric of the district or the city, or was substantially constructed within the district's period of significance and does not retain a significant portion of its architectural or design integrity.

Object means a material thing of functional, cultural, historical, or scientific value that may be, by nature or design, moveable, yet is related to a specific setting or environment.

Ordinary maintenance means activities relating to a property that would be considered ordinary or common for maintaining the property and which does not exceed the definition of minor in-kind repairs or replacements.

Potential historic resource means a property that is at least 50 years old and which may have historical, cultural, archaeological or architectural significance, either as an individual property or as part of a larger district, but has not yet been designated.

Preservation shall mean the stabilization of a historic structure, its materials and features in their present condition, to prevent future deterioration. Preservation focuses on the maintenance and repair of existing historic materials and retention of a property's form as it has evolved over time.

Preservation plan means a document adopted by the Historic Preservation Commission to provide a current inventory of historic resources, a list of potential historic resources, and to make policy recommendations to guide preservation activities for the City of Mercedes.

Reconstruction means the act or process of reproducing by new construction the form, features, and detailing of a non-surviving site, landscape, building, structure, or object for the purpose of replicating its appearance at a specific period of time and in its historic location.

Recorded Texas Historic Landmark (RTHL) means a state designation for buildings important for their architectural and historical associations, which have retained a high degree of their original historic fabric, are at least fifty (50) years of age, and retain their original exterior appearance.

Rehabilitation means the act or process of making possible a compatible use for a property through repair, alterations, and additions while preserving those portions or features that convey its historical, cultural, or architectural values.

Relocation means any change of the location of a structure, object, or material thing in its present setting to another setting.

Repair means any work to correct deterioration or decay of, or damage to, a structure or property with the least degree of intervention using the same materials or those materials available which are as close as practicable to the original, but which goes beyond the definition of minor in-kind repairs and replacement.

Restoration means the act or process of accurately depicting the form, features, and character of a property as it appeared at a particular period of time by removal of features from other periods in its history and reconstruction of missing features from the restoration period. The limited and sensitive upgrading of mechanical, electrical, and plumbing systems and other code-required work to make properties functional is appropriate within a restoration project.

Secretary of the Interior's Standards for the Treatment of Historic Properties or *Secretary's Standards* means the standards established by the Secretary of the Interior for advising federal agencies on the preservation and rehabilitation of historic properties listed or eligible for listing on the National Register of Historic Places.

Significance means the historic, architectural, archeological, or cultural value of a site.

Site means the location of a significant event, a prehistoric or historic occupation or activity, or a building or structure, whether standing, ruined, or vanished, where the location itself maintains historical or archeological value regardless of the value of any existing buildings, structures, or objects.

State Historic Preservation Office (SHPO) refers to the government agency responsible for administering each state's preservation laws as outlined in the National Historic Preservation Act. The SHPO for the state of Texas is the Texas Historical Commission.

State Antiquities Landmark (SAL) means a site of archeological or cultural value designated by the Texas Historical Commission which receives legal protection under the Antiquities Code of Texas. For a building to be designated as a state archeological landmark, it must first be listed on the National Register of Historic Places.

Structure means a work made up of interdependent and interrelated parts in a definite pattern of organization constructed by man. The term includes, but is not limited to, buildings, engineering projects, earthworks, and bridges.

3. HISTORIC PRESERVATION COMMISSION

There is hereby created a Historic Preservation Commission to be known as the Mercedes Historic Preservation Commission, hereinafter referred to as the MHPC, or Commission.

(a) *Members, appointments, and qualifications.* The Commission shall be composed of seven (7) members appointed, to the extent available among the residents of the community, by the City Commission as follows:

- a. At least one member shall be:

- i. An architect, planner, or representative of a design profession;
 - ii. A degreed historian or educator from a related discipline;
 - iii. A licensed real-estate broker;
 - iv. An attorney;
 - v. An owner of a designated historic property;
 - vi. An archeologist or from a related discipline.
 - b. All Commission members, regardless of background, shall have a known and demonstrated interest, competence, or knowledge in historic preservation.
 - c. The Commission as a whole shall represent the ethnic makeup of the city.
- (b) *Officers.* The Commission shall elect a Chairman and Vice-Chairman from the appointed members of the Commission annually at the first meeting of each calendar year. No member shall hold the same office for more than two consecutive terms.
- (c) *Terms.* Commission members shall serve for a term of two (2) years ending on December 31, with an exception for the inaugural MHPC members, of whom four (4) members shall serve for a term of three (3) years, and three (3) members shall serve for a term of two (2) years to provide for staggered term expirations. A member whose term has expired may serve until his or her successor is appointed. Members may be reappointed to unlimited consecutive terms.
- (d) *Vacancies* shall be filled by the City Commission for the unexpired term of any member whose term becomes vacant.
- (e) *Resignation.* Any member may resign by submitting a letter of intent to the City Commission and the Historic Preservation Officer. Any member who misses three (3) consecutive regular meetings shall be considered to have resigned, and a replacement shall be appointed following the procedure for filling vacancies.
- (f) *Compensation.* Commission members shall serve without compensation for their service.
- (g) *Quorum.* A quorum shall be a simple majority of the Commission's appointed members, not including non-voting or *ex-officio* members. No transaction of business shall be conducted without a quorum present and no decision shall be rendered without the concurring vote of a majority of members when a quorum is present.
- (h) *Regular Meetings.* The MHPC shall meet regularly at least bi-monthly, six (6) times annually, in accordance with the Texas Historical Commission's regulations for Certified Local Government commissions. A public notice shall be issued at least 72-hours prior to meetings, in accordance with the Texas Open Meetings Act.
- (i) *Special Meetings.* Special meetings may be called at any time by the Historic Preservation Officer, or at the request of at least two (2) members of the MHPC. A public notice shall be given at least a 72-hour prior notice for special meetings.
- (j) *Emergency Meetings.* The Commission may call an emergency meeting to discuss a matter of urgent public necessity, as defined by the Texas Open Meetings Act, for which the 72-hour prior notice may be waived. At least one (1) hour public notice is required.

- (k) *Training.* Regardless of profession, background, or experience, members must attend one preservation-related training per year. Initial orientation for new members shall be provided by the HPO and should be completed within two (2) months of appointment, including Texas Open Meetings Act training. The HPO shall keep a record of members' training compliance.
- (l) *Conflict of interest.* No member shall participate in a discussion, deliberation, or vote on any matter coming before the Commission, or take any action where the member has independent approval authority, where the member or his or her family member has a financial, business, or property interest that may be affected by action on the matter. The member is deemed to have a designated interest where the effect on the member's interest is distinguishable from its effect on the general public. In such cases, the member shall recuse himself or herself as a voting member of the Commission for that issue.
- (m) *Compliance with Texas Open Meetings Act.* All meetings shall be held in compliance with the Texas Open Meetings Act, Chapter 552 of the Texas Government Code, as amended.
- (n) *Minutes.* The Historic Preservation Officer shall ensure that minutes of each meeting are recorded, which shall be approved by the Commission and subsequently filed with the City Secretary and with the Texas Historical Commission.
- (o) *Rules of Order.* The Commission shall follow *Robert's Rules of Order, Newly Revised*.

4. POWERS AND DUTIES OF THE COMMISSION

The Historic Preservation Commission shall be empowered to:

1. Adopt or amend parliamentary rules and procedures necessary to carry out the business of the Commission, as needed;
2. Make recommendations to the city for the employment of professional consultants as necessary to carry out the duties of the Commission;
3. Create committees and sub-committees from among its membership and delegate to these committees such responsibilities as necessary to carry out the purposes of this ordinance;
4. Adopt and periodically review criteria used to evaluate the designation of historic resources;
5. Review and take action on the designation of historic landmarks and the delineation of boundaries for historic districts, including the designation of new districts, subject to ratification by the City Commission;
6. Recommend and confer recognition upon the owners of historic landmarks or properties within historic districts by means of certificates, plaques, or markers;
7. Review and recommend to the City Commission and other applicable city boards and commissions all proposed changes to the zoning ordinance, building code, general plan or other adopted policies of the city that may affect the purpose of this ordinance;
8. Develop, prepare, and adopt specific standards and guidelines for use in the review of all Certificate of Appropriateness applications;
9. Review and take action on Certificate of Appropriateness applications for compliance with adopted design standards and guidelines, including appeals on actions taken by the Historic Preservation Officer via administrative review;

10. Periodically review and update guidelines or standards to be used in determination of whether to grant or deny Certificates of Appropriateness for proposed alterations to the exterior of a historic resource;
11. Review and take action on all city preservation-related incentive program applications involving work on historic resources for compliance with adopted design standards and guidelines pursuant to this ordinance.
12. Implement and maintain a system of survey and inventory of the city's significant historical, architectural, and cultural resources. Such information shall be maintained securely and made accessible to the public and should be updated at least every ten (10) years;
13. Prepare and maintain a citywide preservation plan, which should be updated at least every ten (10) years, following completion of the decennial Historic Resource Survey;
14. Monitor and report to the Texas Historical Commission all actions affecting any Recorded Texas Historical Landmark, State Antiquities Landmark, National Register property, and any other designated property, as deemed necessary;
15. Review and make comments to the Texas Historical Commission concerning the nomination of properties within its jurisdiction to the National Register of Historic Places;
16. Provide comment to the Texas Historical Commission, the Hidalgo County Historical Commission, and/or any other preservation-related entity on any federal undertakings (projects utilizing federal funds or requiring a federal permit) pursuant to Section 106 of the National Historic Preservation Act of 1966, as amended.
17. Accept on behalf of the city any grants, funds, or donation of preservation easements and/or development rights, as well as any other gift of value for the purpose of historic preservation, subject to the approval of the City Commission;
18. Make recommendations to the City Commission concerning the acquisition of historic properties endangered by demolition and where private preservation is not feasible;
19. Recommend approval of the designation of properties as historic landmarks and the inclusion of properties in a historic district without property owner consent pursuant to Texas Local Government Code, Section 211.0165(a-1);
20. Make recommendations to the City Commission concerning the utilization of state, federal, or private funds to promote the preservation of historic resources within the city;
21. Propose incentive programs for preservation, such as grants and tax exemptions, to the City Commission and administer such programs at the will of the City Commission;
22. Prepare and submit annually to the City Commission a report summarizing expenditures, goals, and objectives, as well as an account of all work completed during the previous year, as well as anticipated budgetary requests;
23. Increase public awareness of the value of historic, architectural, and cultural preservation by developing and participating in public education programs;
24. Perform any task otherwise authorized by this ordinance.

5. HISTORIC PRESERVATION OFFICER

(a) *Creation.* There is hereby created a staff position known as the Historic Preservation Officer who shall be responsible for coordinating the city's preservation activities and administering the city's Certified Local Government program, as well as acting as the city's representative to the public, and to local, state, and federal agencies and non-profit preservation organizations.

(b) *Appointment.* The City Manager, or his or her designee, shall appoint a qualified staff person, preferably as outlined in the Secretary of the Interior's professional qualification standards, to serve as the Historic Preservation Officer.

6. POWERS AND DUTIES OF THE HISTORIC PRESERVATION OFFICER

The Historic Preservation Officer shall be empowered to:

- (a) Administer this ordinance and advise the MHPC on matters submitted to it;
- (b) Maintain and hold open for public inspection all documents and records pertaining to the provisions of this ordinance;
- (c) Set deadlines for submittals to the MHPC in order to assure adequate staff review time and proper notification of the Commission and the general public;
- (d) Receive and review all applications pursuant to this ordinance to ensure their completeness;
- (e) Review and forward with any recommendations all applications for Certificates of Appropriateness subject to review by the MHPC pursuant to this ordinance;
- (f) Administratively review and take action on Certificate of Appropriateness applications subject to administrative review pursuant to this ordinance, and grant or deny the same in accordance with the provisions of this ordinance and for any other action which the Commission has oversight under the delegation of duties or otherwise;
- (g) Ensure proper posting and noticing of all MHPC meetings, schedule applications for MHPC review, create meeting agendas, provide packets to its members prior to meetings, record minute meetings, and facilitate all MHPC meetings.
- (h) Review and help coordinate the city's historic preservation activities with those of local, state, and federal agencies as well as other municipal departments and the general public;
- (i) Manage reporting requirements to monitor and maintain Certified Local Government status;
- (j) Submit to the Texas Historical Commission, county authorities, and any other appropriate local, state, or federal agency a list or inventory of designated historic resources;
- (k) Monitor and report to the Commission all actions affecting any locally designated landmark, Recorded Texas Historic Landmark, State Antiquities Landmark, and National Register property, as deemed necessary;
- (l) Assist in developing community outreach programs to support preservation goals;
- (m) Help maintain and update historic resource inventories, as needed;
- (n) Prepare, amend, and update the city's preservation plan;
- (o) Perform any task otherwise authorized by this ordinance.

7. PRESERVATION PLAN

- (a) *Purpose.* The preservation plan is the guiding policy document for the city's historic preservation efforts and related activities. The plan elaborates upon and works toward the goals and objectives identified in this ordinance. The plan:
 - (1) Maintains an inventory of historic resources.
 - (2) Develops a list of potential historic resources that have the potential to become designated with further historic research, restoration, or property owner interest.
 - (3) Develops a strategic framework which includes goals and objectives of the historic preservation program.
 - (4) Seeks and integrates community feedback.
- (b) *Authorship.* The Historic Preservation Officer, his or her designee, and/or a contracted professional, shall author the preservation plan with input from the Commission.
- (c) *Review and recommendation.* The Historic Preservation Commission shall review the preservation plan and make a recommendation to City Commission for approval.
- (d) *Adoption.* The City Commission shall adopt by resolution the preservation plan.
- (e) *Amendment.* The preservation plan may be amended periodically, as needed, and shall undergo a formal review every ten (10) years.

8. HISTORIC RESOURCE SURVEY

- (a) *Purpose.* The purpose of completing a historic resource survey is to identify and gather historic information on buildings, structures, and sites in the city that are at least fifty (50) years or old that may qualify for designation as a historic resource. The Historic Preservation Commission, Historic Preservation Officer, or his or her designees, may conduct surveys for existing and potential historic resources, as needed.
- (b) *Survey data.* Surveys may vary in scope and detail; however, all surveys should include, at a minimum, the following information for all properties within the survey:
 - (1) Location of the property.
 - (2) Photographs of the property (historic and current).
 - (3) Date of construction or approximate date of construction.
 - (4) Architectural style of the structure, including the name of architect or firm, if possible.
 - (5) Defining architectural details, including their materials, color, and condition.
 - (6) Accessory structures and landscape features.
- (c) *Resource category and integrity evaluation.* After information for the historic resource survey is compiled, the Commission shall review the properties surveyed to determine:
 - (1) If the resources are “historic” or “non-historic,” based on the age of the structure and its historical, architectural, or cultural significance.

- (2) Whether the properties would be classified as contributing, compatible, or non-contributing to the surveyed area or the overall history and character of the city or other jurisdiction should the area be designated as a historic district.

- (3) To what extent each structure retains its key, character-defining features.

A historic resource survey map showing the location of all potential contributing, compatible, and non-contributing structures should be included with the survey.

- (d) *Approval.* The Commission shall approve the results of a historic resource survey completed by the City. Approval of a survey shall not establish any additional restrictions upon the properties within the survey, nor shall the structure categorization make any property within the survey eligible for any potential historic tax exemptions, unless or until a property or group of properties are designated as historic landmarks or districts.

9. CRITERIA FOR DESIGNATION OF HISTORIC LANDMARKS AND DISTRICTS

- (a) *Purpose.* The purpose of designating a historic landmark or district is to bring it to the attention of the general public and protect it from inappropriate changes or demolition.
- (b) *Criteria for designating historic landmarks.* The Historic Preservation Commission shall use criteria for evaluation of significance of a historic landmark or district below.
 - (A) An individual historic resource may be designated as a historic landmark if it is at least fifty (50) years old, retains a recognizable degree of its historic integrity, and substantially complies with two (2) or more of the following:
 - (1) Possesses significance in history, architecture, archeology, or culture.
 - (2) Is associated with events that have made a significant contribution to the broad patterns of local, regional, state, or national history.
 - (3) Is associated with events that have made a significant impact in the city's past.
 - (4) Represents the work of a master designer, builder, or craftsman.
 - (5) Embodies the distinctive characteristics of a type, period, or method of construction.
 - (6) Represents an established and familiar visual feature of the city.
 - (7) Is identified with a person who significantly contributed to the culture and development of the City of Mercedes, the Rio Grande Valley, or history more broadly.
 - (8) Has archeological value, in the sense that the property has yielded, or may be likely to yield, information important in prehistory or history to the City of Mercedes.
 - (9) Is a cultural landscape associated with a historic event, activity, or person exhibiting other cultural or aesthetic values.
 - (10) Is a natural history resource of rare, significant, and/or outstanding geological or biological value to the city or region.
 - (11) The property has a unique location, physical characteristic, or significant feature that contributes to the character, image, or cultural identity of the city, a neighborhood, or other value to the community at large.

- (B) Properties that are listed as a Recorded Texas Historic Landmark (RTHL) or State Antiquities Landmark (SAL), or that are listed on the National Register of Historic Places shall automatically be eligible for designation as historic landmarks and districts pursuant to this ordinance, but will still be required to undergo the public review process needed to designate historic landmarks.
- (c) *Designating historic districts.* A district may be designated as historic if it:
 - (A) Contains two (2) or more properties and an environmental setting that are at least fifty (50) years old and meet two or more of the criteria for designation of a historic landmark, and
 - (B) Constitutes a distinct section of the city; or
 - (C) If a district is already listed on the National Register. The district would still be required to undergo the public review process needed to designate a local historic district.
- (d) *Already designated historic landmarks and districts.* All historic landmarks and historic districts, including contributing properties within historic districts, which have already been designated as historic by the City of Mercedes prior to the adoption of this ordinance shall retain their designated status.
- (e) *Historic property boundaries.* When designating individual historic landmarks, the entire parcel of land on which the historic resource is situated shall be zoned as “historic” and constitute a single boundary for the property unless otherwise defined during the initial designation process. The Commission can review a change to these boundaries following the procedure for amending or removing a historic designation outlined below.

10. PROCEDURE FOR DESIGNATING HISTORIC LANDMARKS AND DISTRICTS

The provisions pertaining to the designation of historic landmarks constitute a part of the comprehensive zoning plan of the City of Mercedes.

- (a) *Property owner-initiated designation.* Any person or legal entity having a proprietary interest in a property may submit an application to designate the property as a historic landmark or district. Applications, made on forms as prescribed by the city, shall be addressed to the Historic Preservation Officer, who shall review the application and submit it to the Mercedes Historic Preservation Commission for further review and approval.
 - (1) *Signature requirements: Historic landmarks.* Applications for designation of a historic landmark shall require the signatures of all owners of the property, and/or their authorized agents.
 - (2) *Signature requirements: Historic district.* Applications for designation of historic districts must contain the signatures of property owners, or authorized agents, of at least twenty (20) percent of the residents within the proposed district boundaries, as determined by the most recently approved municipal tax roll in which the district is located.
- (b) *City-initiated designation.* The Historic Preservation Officer, of his or her own volition, or at the request of the MHPC or City Commission may initiate an application to designate any property, structure, site, or district within the City of Mercedes as a historic landmark or historic district.

- (c) *Public contributions.* Members of the general public may initiate an application for the designation of a historic landmark or district either by obtaining the signature of the property owner(s) or by submitting the completed application to the HPO for city-initiated designation.
- (d) *Property owner consent requirements.* The city may designate historic landmarks and districts without the property owner's approval. Pursuant to Texas Local Government Code, Section 211.0165, a supermajority (3/4) vote of both City Commission and either the MHPC or Planning & Zoning Commission is needed to designate historic landmarks or districts over a property owner's objections.
- (e) *Application.* The application for designation of a historic landmark or district shall contain:
 - (1) For a proposed historic landmark: the name, address, telephone number and email of the applicant(s) and the physical address of the property.
 - (2) For a proposed historic district: the name, address, telephone number and email of the applicant(s) and a signed petition of at least twenty (20) percent of residents in the proposed district.
 - (3) A site plan of the proposed individual landmark property, or map indicating the geographic boundaries of the proposed district, showing all affected buildings and/or structures.
 - (4) A detailed historic description and background on the proposed landmark or district, including current and, if possible, historic photographs of the overall property or area.
 - (5) Any other information which the HPO or Commission may deem necessary.
- (f) *Commission Hearing.* Upon receipt of a completed application, the HPO shall review the application and forward it to the Historic Preservation Commission, and shall schedule a hearing at the next available regularly scheduled MHPC meeting within sixty (60) days from the date the application was received.
- (g) *Protection.* A proposed historic landmark or district for which an application for designation has been received by the HPO shall be protected by, and subject to, all the provisions of this ordinance governing demolition, alterations, minimum maintenance standards, and penalties until a final decision becomes effective, but not to exceed one hundred eighty (180) days.
- (h) *Notification.* Owners of proposed historic properties shall be notified in writing at least fifteen (15) days prior to the MHPC hearing on the recommended designation. The written notice shall include a statement that describes the impact that a historic designation or inclusion in a local historic district of the owner's property may have on the owner and the owner's property, including:
 - i. Regulations that may be applied to any structure on the property after the designation;
 - ii. Procedures for the designation;
 - iii. Tax benefits that may be applied to the property after the designation; and
 - iv. Rehabilitation or repair programs that the municipality offers for a property designated as historic.

A notice sign shall also be posted at the property, visible from the public right of way, at least ten (10) days prior to the hearing. At the Commission's public hearing, owners, interested

parties, and technical experts may present testimony or documentary evidence, which shall become part of a record regarding the historic, architectural, or cultural significance of the proposed historic property.

- (i) *Testimony.* At the hearing, the applicant shall have an opportunity to present testimony and evidence to demonstrate the historical significance, or insignificance, of the subject property or area. Other interested parties and technical experts may also present testimony or documentary evidence which will become part of a record. The burden of proof shall be upon the applicant.
- (j) *Decision by the MHPC.* The Historic Preservation Commission shall vote on whether to deny with explanation, postpone requesting additional information, or approve a recommendation to the City Commission regarding the designation of a historic landmark or district. After approval from the MHPC, the proposed historic landmark or district application shall be submitted to the Planning and Zoning Commission within thirty (30) days. A public hearing shall be scheduled for the next regularly scheduled meeting of the Planning and Zoning Commission. Denials may be appealed directly to the City Commission.
- (k) *Decision by Planning and Zoning.* The Planning and Zoning Commission shall give notice and conduct its hearing upon receipt of the recommendation from the Historic Preservation Commission. Notice for such a hearing shall be in the same manner and the hearing held according to the same procedures as specifically provided in the general zoning ordinance of the City of Mercedes. The matter shall proceed in the same manner as a petition for the amendment of the zoning ordinance. The Planning and Zoning Commission shall consider the criteria for designation specified in the zoning ordinance and shall forward its recommendation to the City Commission within ten (10) days after taking action on the application.
- (l) *Decision by City Commission.* Upon receipt of the joint recommendations on the application from the Historic Preservation Commission and the Planning and Zoning Commission, the City Commission shall schedule a hearing on the application within thirty (30) days. Notice for such hearing shall be in the same manner and the hearing held according to the same procedures as specifically provided in the general zoning ordinance of the City of Mercedes. City Commission shall make the final determination on the application based upon the requisite criteria for designation. Significance shall be considered only on the record made before the Historic Preservation Commission and the Planning and Zoning Commission.
- (m) *Decision recordation.* Upon passage by the City Commission, the HPO and/or City Secretary shall file a copy of the designation, together with a written notice briefly stating the fact of the designation, with the appropriate municipal authorities to be recorded by legal description on the city's official zoning maps, in the records of real property of Hidalgo County, the tax office, and with the appraisal district. All zoning maps should indicate the designated landmarks with the appropriate mark.

A copy of such notice shall similarly be sent by certified mail to the owner of the affected property, or regular mail to all residents within the historic district. Designated properties, districts, or sites shall be governed by the terms of this ordinance.

- (n) *Appeals.* The applicant or any persons adversely affected by any determination of the MHPC may appeal the decision directly to the City Commission. Appeal requests shall be in writing and filed with the HPO within seven (7) days of the MHPC's decision and scheduled for the

next available regularly scheduled City Commission meeting. Notice for such hearing shall be in the same manner and the hearing held according to the same procedures as specifically provided in the general zoning ordinance of the City of Mercedes. Appeals to the City Commission shall be considered only on the record made before the MHPC and may only allege that the Commission's decision was arbitrary, capricious, or illegal.

- (o) *Amendment.* The MHPC or HPO may initiate amendments to a historic landmark or historic district designation with approval from the City Commission, as needed. The process for an amendment shall follow the same procedure for the creation of a historic landmark or district.
- (p) *Removal.* The removal of historic designation from a local landmark or historic district shall only be initiated if the criteria is met for removing a historic designation and shall follow the procedure outlined for the removal of a historic designation.

11. INCENTIVE PROGRAMS FOR HISTORIC PRESERVATION

- (a) *Purpose.* The City of Mercedes recognizes the importance and value that historic buildings, structures, and objects have for the cultural and economic welfare of the city. In order to lift property values in the city, promote ongoing efforts to designate historic resources, and encourage the proper maintenance, repair, and treatment of historic resources:
- (b) *Authorization.* The City Commission of Mercedes may authorize such incentive programs for historic preservation as it deems necessary to fulfill the goals and objectives of this ordinance, including but not limited to preservation grant programs and tax exemptions or abatements.

12. CRITERIA FOR CERTIFICATES OF APPROPRIATENESS

- (a) *Purpose.* The purpose of a Certificate of Appropriateness (COA) is to ensure that the integrity and character of Mercedes' historic resources are maintained, and to help enhance or return lost or diminished examples of architectural significance to their appropriate historical form.
- (b) *Applicability.* A Certificate of Appropriateness shall be required for any project affecting the exterior or structural stability of a building, structure, or object that is a designated historic landmark or is contributing to a historic district, or for new construction within a historic district.
- (c) *Review criteria.* In considering an application for a Certificate of Appropriateness, the HPO and the MHPC shall review it for compliance with the Secretary of the Interior's Standards and any applicable design guidelines adopted by the City of Mercedes.
- (d) *Review required.* No person or entity shall carry out any activity which affects the exterior appearance or structural stability of any designated building, structure, or object without obtaining a Certificate of Appropriateness issued by the Historic Preservation Officer for the following types of work:
 - (1) Repair (other than ordinary maintenance), reconstruction, alteration, addition, stabilization, restoration, or rehabilitation;
 - (2) New construction on real property excluding public rights-of-way;
 - (3) Material changes in any doors, roofs, windows, masonry work, woodwork, light fixtures, signs, sidewalks, fences, steps, paving, and/or other exterior elements visible

from a public right-of-way which affect the appearance and compatibility of the structure or property; or

- (4) Demolition, removal, or relocation of a historic resource, including any accessory buildings or landscape features.
- (e) *Compatibility exception.* The HPO/MHPC may approve a Certificate of Appropriateness for work that does not strictly comply with the preservation criteria upon a finding that the proposed work is historically compatible and is consistent with the spirit and intent of the preservation criteria, and that the proposed work will not adversely affect the historic character of the property or the integrity of the historic district.
- (f) *Ordinary maintenance and minor in-kind repair and replacements.* Nothing in this ordinance should be construed to prevent ordinary maintenance or minor in-kind repair of any exterior architectural feature of a historic landmark or historic resource located in a historic district. Repairs shall be made in accordance with the design standards established by the city.
- (g) *Emergency repair.* If a historic resource is unexpectedly damaged and the HPO determines that additional deterioration is likely to occur without immediate repair, the HPO may authorize the property owner to take temporary measures to stabilize and protect the structure. In such cases, the property owner shall apply for a Certificate of Appropriateness within seven (7) days of completion of the emergency corrective measures. The corrective measures authorized under this subsection shall not permanently alter the architectural features of the historic resource.
- (h) *Building permit and site plan approval.* Unless where otherwise excepted by this section, a Certificate of Appropriateness must be approved prior to issuance of any building permit or site plan approval. The Certificate of Appropriateness application shall be in addition to, and not in lieu of, any required building permit. Issuance of any necessary permits and approval of any plans from the building inspections, planning, public works, or health departments are required with an approved Certificate of Appropriateness before work can commence.
- (i) *Delay period for potential landmarks.* The HPO, in consultation with the building inspector, may issue a ten (10) day suspension of any work on a potential historic landmark while a review is conducted to determine the resource's designation eligibility. If the resource is determined to be eligible for designation, and the HPO pursues city-initiated designation, a Certificate of Appropriateness shall be required before work can resume.
 - a. *Façade grants and other city-funded programs.* All projects funded by the City of Mercedes that would affect the historical integrity of designated historic landmarks, contributing resources in a historic district, or potential historic landmarks shall require a review from the HPO/MHPC before any work commences to determine if a Certificate of Appropriateness is needed. The City of Mercedes shall seek to treat all city-owned buildings of historic age with the appropriate historic treatment.
 - b. *Section 106 review.* All projects funded through federal programs subject to the National Historic Preservation Act shall submit the proper materials for Section 106 review to the appropriate state and local preservation authorities.

13. CERTIFICATE OF APPROPRIATENESS PROCEDURE

- (a) *Application.* The owner of a historic property wishing to make changes not covered under ordinary maintenance shall apply for a review of the proposed changes and request a Certificate of Appropriateness. Applications, made on forms as prescribed by the city, shall be addressed to the Historic Preservation Officer.

The application for a Certificate of Appropriateness shall contain:

- a. The name, address, telephone number and email of the applicant(s) and the physical address of the property.
 - b. A photograph of the property and adjacent properties, and copies of any historical photographs available as well.
 - c. Elevation drawings or architectural plans of the proposed changes, if available.
 - d. A list and samples of materials to be used.
 - e. Any other information which the HPO or MHPC may deem necessary.
- (b) *Historic Preservation Officer review.* The applicant is encouraged to schedule a meeting with the HPO prior to the submittal of an application to discuss the proposed work and get initial design direction. The HPO may meet with the applicant as needed and review the proposed work against the standards and guidelines set out in this ordinance. The HPO shall have the authority to administratively review all applications where the criteria for Commission review are not met and approve, approve with conditions, or deny with explanation any projects, as appropriate, or refer any application for further review before the Historic Preservation Commission. The HPO shall provide written notice of his or her decision to the applicant within fourteen (14) days from the date the application was received. The HPO shall also notify the members of the MHPC of any decision to approve a COA via administrative review at least one day before issuing the Certificate of Appropriateness to the applicant.
- (c) *Historic Preservation Commission review.* The Historic Preservation Officer shall refer a Certificate of Appropriateness application to the Historic Preservation Commission for review if any of the following criteria are met:
- a. The applicant is requesting demolition of a historic resource.
 - b. The applicant wishes to relocate a historic resource from its original site.
 - c. The applicant is requesting approval to make significant changes to a historic property that would permanently affect its historic or architectural integrity.
 - d. The applicant wishes to erect a new construction of a major sort within a historic district or within the APE of an existing historical landmark. The HPO shall determine what is considered “major” under this definition.
 - e. The HPO reserves the right to forward any Certificate of Appropriateness application to the Commission for review and approval when direction on design policy is needed or if the HPO is unable to determine compliance with the Secretary’s Standards or the Design Guidelines.
 - f. Any request that the HPO deems necessary to bring to the Commission.

- g. At the request of the Chairman or at least two members of the Commission.
- (d) *Commission hearing.* If the above criteria for Commission review are met, the HPO shall schedule a hearing at the next scheduled MHPC meeting within sixty (60) days from the date the application was received and inform the applicant via mail.
- (e) *Notification.* Notice of the pending administrative action shall be mailed to the applicant.
 - i. The owner, and/or his or her agent, shall have the opportunity to address the Commission and submit any relevant materials for public record on why a COA should be granted. He or she shall have the right to be accompanied or represented by counsel and construction or design professionals at the meeting.
- (f) *Commission decision.* If a hearing is conducted, the MHPC shall vote to determine whether to deny, delay for further review, approve, or approve with conditions, the applicant's request for a COA. The Commission shall issue a ruling within forty-five (45) days of the hearing.
 - i. If the HPO/MHPC finds the proposed work is inconsistent with the Secretary's Standards or the city's adopted design guidelines and issues a denial, they shall state, in writing, the reasons for denying the COA and include recommendations for the applicant to take action upon to secure approval in the future.
 - ii. If the HPO/MHPC has taken no action within ninety (90) days of original receipt by the HPO, the appropriate permit shall be issued.
- (g) *Changes in building or site plans following a decision.* The applicant shall be allowed to work with the HPO to resolve any issues that may arise during the permit review process. No change shall be made in the application for any building permit after issuance of a Certificate of Appropriateness without approval from the HPO, who shall have the authority to amend the COA for all instances covered under administrative review. Any additional projects or major changes in the proposed work shall require the submittal of a new COA application.
- (h) *Appeal.* The applicant may appeal the decision of the HPO and/or the Commission as follows:
 - (1) *Appeal of HPO decision.* The applicant may appeal the decision of the Historic Preservation Officer to the Historic Preservation Commission by filing a written request with the HPO within thirty (30) days of the receipt of a written notice of the action taken by the HPO. The HPO shall schedule the appeal hearing for the next scheduled MHPC meeting, which shall follow procedures outlined for the Commission review process.
 - (2) *Appeal of MHPC decision.* If the Commission has denied the Certificate of Appropriateness, the applicant may file in writing a notice of appeal to the City Commission within thirty (30) days after the date upon which the Commission notified the applicant of its decision.
 - (3) *Notice.* Written notice of any appeal hearing shall be sent to the property owner and shall set forth in clear and concise fashion the basis for the appeal. The City Secretary shall place the appeal on the next practicable City Commission agenda, and the applicant shall be notified of the date of the hearing. The City Commission, utilizing the criteria set forth under this ordinance's design standards and guidelines, shall deny, approve, with or without conditions, or remand the item to the Commission for further proceedings consistent with the City Commission's decision.

- (i) *Expiration.* Every Certificate of Appropriateness issued pursuant to this section shall expire and be void if the authorized work has not commenced within one (1) year from the date of approval or is suspended or abandoned at any time after the work commenced for a period of one hundred eighty (180) days. Failure to complete the work within the required time, including any extension(s), may result in the revocation of the Certificate of Appropriateness. Following expiration or revocation, approval of a new Certificate of Appropriateness application is required to commence construction.
- (j) *Extensions.* If work has not commenced, or has commenced but a delay greater than one hundred eighty (180) days is anticipated, extensions may be granted by the MHPC for any period up to one (1) year. No combination of extensions shall exceed one (1) year from the original expiration date. Requests for extensions shall be submitted in writing to the HPO prior to the date of expiration and should include the following:
 - (1) The reason for requesting the extension; and
 - (2) A timetable for starting/restarting and completing work.
- (k) *The Certificate.* It shall be the responsibility of the HPO to issue the actual Certificate of Appropriateness following approval of the application, with or without any designated conditions, and maintain a copy of the COA, together with the proposed plans. These shall be public documents for all purposes.
- (l) *Compliance.* Work performed pursuant to the issuance of a COA shall conform to the requirements of such certificate. It shall be the duty of the building inspector to inspect, from time to time, any work performed pursuant to a COA to assure compliance. In the event that such work is not in compliance, the building inspector, in consultation with the HPO, shall issue a stop work order and/or citation as prescribed by this ordinance. The HPO/Commission may request that the building inspector inspect the work and take appropriate action.

14. CRITERIA FOR CERTIFICATES OF APPROPRIATENESS FOR DEMOLITION

- (a) *Purpose.* It is the intent of this and succeeding sections to preserve historic and architectural resources of the city through limitations on demolition and removal of historic resources. The demolition or removal of historic landmarks and contributing structures within a historic district diminishes the city's historic character, significance, and authenticity and is discouraged.
- (b) *Review required.* No building or demolition permit shall be issued for the following activities without review by the Historic Preservation Officer and Historic Preservation Commission:
 - (1) *Historic landmarks.* The Commission shall render a decision to delay, deny, or grant a Certificate of Appropriateness for demolition, removal, or relocation.
 - (2) *Contributing structure located within a historic district.* The Commission shall render a decision to delay, deny, or grant a Certificate of Appropriateness for demolition, removal, or relocation.
 - (3) *Non-contributing structure located within a historic district.* The HPO shall render a decision to grant a Certificate of Appropriateness for demolition, removal, or relocation, and shall not render a decision to deny, unless the non-contributing structure is a potential historic resource.

- (c) *Criteria for demolition or removal.* The Commission shall consider valid reasons for demolition or removal of a historic resource based on the following criteria:
- (1) The resource is a non-contributing or compatible structure within a historic district;
 - (2) The historic resource has lost its architectural significance and/or historic integrity; or
 - (3) The structure poses an imminent threat to public health or safety upon determination by the building inspector and agreement by the HPO and Planning Director.
 - (4) The structure poses a threat to public health or safety.
- (d) *Criteria for relocation.* The Commission shall consider valid reasons for relocation of a historic resource based on the following criteria:
- (1) The historic resource is geographically isolated from any remaining structure or feature of historic, architectural, archeological, or cultural significance and where removing the resource shall not diminish the significance of the resource itself.
 - (2) All other preservation options have been exhausted.
- (e) *Criteria for decision.* A decision by the MHPC to approve or deny a Certificate of Appropriateness for demolition, removal, or relocation for one of the above criteria shall be guided by:
- (1) The historic, cultural, or architectural significance of the building, structure, site, or object;
 - (2) The historic, cultural, or architectural significance of the building, structure, site, or object to the character of a district;
 - (3) The difficulty or impossibility of reproducing such a building, structure, site, or object because of its unique design, features, material, detail, or unique location;
 - (4) Whether the building, structure, site, or object is one of the last remaining examples of its kind in the neighborhood, district, or the city;
 - (5) Whether there are definite plans for development of the property if the proposed demolition is carried out, and the potential effect of those plans on the character of the district or surrounding area;
 - (6) Whether the demolition would result in a vacant lot or void in the continuous, historic building facade along the street;
 - (7) Whether reasonable measures can be taken to save the building, structure, site, or object;
 - (8) For relocation, whether the property owner has, in good faith, made efforts to relocate the structure in its entirety with a sense of place and time in the following order:
 - a. On the same site;
 - b. Within a historic district, if applicable;
 - c. Within the City of Mercedes' municipal boundaries;
 - d. Within the boundaries of Hidalgo County;
 - e. Within adjoining county boundaries; or
 - f. Within the State of Texas.

- (f) *Required documentation.* An applicant seeking to demolish, remove, or relocate a structure described above must provide necessary documentation as proof to establish the necessity of a Certificate of Appropriateness. If the applicant is seeking approval for more than one reason, he or she shall provide all documentation required for each case.

The applicant, private persons, organizations, and city departments may submit relevant evidence in addition to the required documentation. The Commission may also request additional information beyond the required documentation. Documentation requirements are as follows:

- (1) *For a compatible or non-contributing structure in a historic district.* Applicants seeking to demolish, remove, or relocate any non-contributing structure in a historic district shall provide the following with their application:
 - a. Available records depicting the original construction of the existing structure, including drawings, pictures, or written descriptions.
 - b. Photographic documentation demonstrating the existing condition of the structure.
- (2) *For a historic landmark or contributing structure in a historic district.* Applicants for demolition, removal, or relocation of historic landmarks or contributing structures in a historic district shall state one or more of the following reasons for removal, demolition, or relocation, and shall provide the corresponding documentation to substantiate the request.
 - a. *The historic resource has lost its architectural significance and/or historic integrity.* An application for demolition, removal, or relocation of a historic resource that has lost its architectural significance and/or historic integrity shall include the documentation listed below:
 1. Available records depicting the original construction of the existing structure, including drawings, historic photographs, or written descriptions.
 2. Documentation of the current condition of the exterior of the existing structure, including drawings, photographs, or written descriptions. Documentation of the current condition of the interior is not required but may be provided to support the request.
 3. A study regarding both the cost of restoration of the structure and the feasibility (including architectural and engineering analyses) of restoration of the structure, as performed by a licensed architect or engineer.
 4. Definitive plans for the future development of the property. A Certificate of Appropriateness application for the future development of the property is strongly encouraged in concurrence with the demolition request if located within a historic district.
 - b. *The structure poses an immediate threat to public health or safety.* If a historic resource exhibits unsafe and dangerous conditions, poses a fire hazard or other public health or safety risk, and such danger or hazard is so great and so immediate that time normally taken for evaluation of the structure or consideration by the MHPC should be circumvented to prevent immediate and substantial harm to persons or property, the HPO is authorized to approve emergency demolition, or

removal of specific structural features that are the source of danger or hazard, upon finding both of the following by the building inspector in consultation with the Planning Director:

1. The structure to be demolished, or the structural features to be removed, endanger public health or safety due to the risk of immediate:
 - A) Physical damage to adjacent properties or structures from potential structural collapse or from pieces of the structure becoming detached and falling or blowing from the structure due to advanced deterioration or a serious state of disrepair;
 - B) Encroachment into or physical damage within abutting public rights-of-way due to the conditions described in item A. above; or
 - C) Physical damage to public infrastructure, utilities, or other public facilities.
 2. There is no reasonable way, other than demolition or removal of specific structural features, to eliminate the immediate threat.
- c. *The structure poses a threat to public health or safety.* An application for demolition or removal that poses a threat to public health or safety that is not an immediate threat as described immediately above shall include the documentation listed below. The owner must establish the necessary facts to prove demolition is necessary to alleviate a threat to public health and safety. The application must include:
1. Documentation depicting the current condition of the structure, including drawings, photographs, or written descriptions;
 2. A study regarding the nature, imminence, and severity of the threat, as performed by a licensed engineer or architect; and
 3. A study regarding both the cost of restoration of the structure and the feasibility (including architectural and engineering analyses) of restoration of the structure, as performed by a licensed architect or engineer.

15. CERTIFICATE OF APPROPRIATENESS FOR DEMOLITION PROCEDURE

- (a) *Application required.* An owner or his or her designee seeking demolition, removal, or relocation of a structure described in previous sections shall submit an application, on forms prescribed by the city, for a Certificate of Appropriateness for Demolition to the HPO. The application must be signed and sworn to by all the owners of the property or their duly authorized representatives.
- (b) *Historic Preservation Officer review for non-contributing structures.* If the structure proposed for demolition, removal, or relocation is classified as a compatible or non-contributing structure in a historic district, the HPO shall have ten (10) days to approve the application. If the structure is a potential historic landmark, the HPO may initiate demolition delay procedures while a review is conducted to determine designation status or eligibility.
- (c) *Demolition review hearing.* If the resource proposed for demolition, removal, or relocation is a historic landmark or is classified as a contributing resource within a historic district, the HPO shall schedule a public hearing for the next scheduled MHPC meeting. At least fourteen (14)

days prior to the public hearing, the applicant(s) shall be given written notice of the hearing to the address provided in the application and a written courtesy notice of the public hearing shall be sent to all owners of real property within five hundred (500) feet of the property or properties on which the demolition, removal, or relocation is proposed. A public notice shall also be posted on the property, visible from the public right of way, at least fourteen (14) days prior to the hearing. At the hearing, the Commission shall review and consider all submitted documents and testimony of any interested parties.

- (d) *Demolition review decision.* The Commission shall render a decision to approve, delay, or deny the application within sixty (60) days of the receipt of the Certificate of Appropriateness application. The HPO shall notify the applicant within ten (10) days of the final decision. Failure of the Commission to decide or suspend said application within ninety (90) days shall be deemed to be approval of the application and the necessary permits shall be issued to allow the requested demolition, removal, or relocation.
- (e) *Denial of demolition.* If the Commission determines that the structure does not meet the criteria for approval, it shall present the owner of the property with a list of economically viable alternatives, which shall include the following:
 - (1) The potential of the property for renovation and continued use.
 - (2) The possibility of sale of the property, or any part thereof, to a prospective purchaser capable of preserving such property.
 - (3) Donation of a part or whole of the subject structure or site to a public or private non-profit or government agency or to the City of Mercedes, including the conveyance of development rights and facade easement.
- (f) *Demolition delay.* The Commission shall have the authority to enforce a minimum sixty (60) day stay or suspension of demolition for landmarks, or contributing properties located within a historic district, to allow for exploration of options to preserve the structure. The delay period may be extended by the MHPC for a period not to exceed one hundred eighty (180) days.
 - a. The MHPC shall also have the following authority over potential historic landmarks:
 - (1) In the interest of identifying alternatives to save a historic resource that is of historic age but that has not yet been designated, or a group of potential historic resources that do not fall within the boundaries of an established historic district, the MHPC may delay or suspend an application for removal, relocation, or demolition of a potential historic landmark, a group of potential historic resources, or a non-contributing resource within a historic district. The demolition, removal, or relocation of such may be delayed or suspended for a minimum period of sixty (60) days from the date of the demolition review hearing.
 - (2) If the City Commission, after notice to the applicant and a public hearing, determines that there are likely to be reasonable grounds for preservation, the City Commission may extend the suspension period for an additional period not exceeding one hundred eighty (180) days, for a total of not more than three hundred sixty (360) days from the date of the initial demolition review hearing. During the period of suspension of the application, no permit shall be issued for such demolition, relocation, or removal, nor shall any person demolish, remove, or relocate the resource.

- b. During the suspension time of the delay period, the Commission may pursue efforts to save the resource(s) including initiating the designation process for the resources in question, if not yet designated, and/or submitting to the applicant a salvage plan, which may suggest proposals to preserve the site for purposes consistent with this ordinance. The plan may include recommendations for complete or partial tax exemptions, tax credits, preservation grants, or authority for alteration or construction not inconsistent with the purposes of this ordinance, and other actions allowable by law. The plan may also include an architectural salvage plan if the structure cannot be saved. The owner shall conduct in good faith with the local and state preservation organizations and interested parties a diligent effort to seek an alternative to removal or demolition. If a reasonable agreement for salvage cannot be obtained with the applicant, then the permits shall be issued for demolition, removal, or relocation at the end of the delay period.
- (g) *Appeal*. If the Commission has denied or delayed the Certificate of Appropriateness for demolition, removal, or relocation, the applicant may follow the same procedure for appeal set forth for non-demolition Certificates of Appropriateness.
- (h) *Emergency demolition, removal, or relocation*. If any historic resource, regardless of classification, is deemed by the building inspector to pose an immediate threat to public health or safety, a Certificate of Appropriateness for total or partial demolition, removal, or relocation may be approved by the HPO at any time.
- (i) *Demolition revocation*. Notwithstanding any provision of this ordinance, the City Commission reserves the right to prohibit, suspend, or revoke the demolition of any structure with a supermajority vote.

16. CRITERIA AND PROCEDURE FOR REMOVING A HISTORIC DESIGNATION

- (a) *Criteria*. A historic landmark or historic district may be de-designated if it meets one of the following criteria:
 - (1) A historic landmark located outside of a historic district has been involuntarily destroyed beyond repair by fire, explosion, natural disaster, or an otherwise act of God, and on-site new construction would not be feasible or fit within the historic character of the site or the surrounding area.
 - (2) A historic district has lost those physical characteristics which enabled the establishment of the district due to the loss of significant contributing properties that have been involuntarily destroyed by fire, explosion, natural disaster, or an otherwise act of God, and where reconstruction is not tenable as a treatment.
 - (3) A historic landmark or district was established erroneously or was not historically, architecturally, archeologically, or culturally significant as previously claimed.
- (b) *Procedure*. The procedure to remove a historic designation from a historic landmark, historic district, or contributing property within a historic district shall follow the same procedure as used to designate or amend a historic landmark or district, except that it shall require a supermajority (3/4) vote from the MHPC or a unanimous decision from the City Commission.
- (c) *Petition for removal*. A petition to have a historic designation removed must be submitted, in writing, and received by the Historic Preservation Officer, explaining the reason for requesting to remove the designation and what criteria for removal is being invoked. A petition for

removal cannot be submitted if the applicant has received funds by the city or MHPC to rehabilitate or improve the building or property it is seeking to remove from historic designation.

- (d) *Recording.* Upon removal of a historic designation, the HPO shall notify the Planning and Zoning Commission of the change in designation status, as well as notify the Hidalgo County recording office, tax office, and appraisal district.
- (e) *Protection of landmark status.* All designated historic properties shall be fully protected under this ordinance while and until the process for de-designation is approved. Any work undertaken on such properties before the designation is removed shall require a Certificate of Appropriateness from the Historic Preservation Commission. Failure to comply shall be considered a violation of this ordinance and subject to a penalty.

17. DESIGN STANDARDS AND GUIDELINES

- (a) *Design Standards.* In all of its determinations of architectural appropriateness and historical integrity in the design and construction process on all historic properties, the HPO and MHPC shall use the most recent edition of “The Secretary of the Interior’s Standards for the Treatment of Historic Properties,” referred to simply as the Secretary’s Standards.

The Secretary’s Standards are summarized in the ten points below:

- (1) Every reasonable effort shall be made to adapt the property in a manner that requires minimal alteration of the building, structure, object, or site and its environment.
- (2) The distinguishing original qualities or character of a building, structure, object, or site and its environment shall not be destroyed. The removal or alteration of any historic material or distinctive architectural feature should be avoided when possible.
- (3) All buildings, structures, objects, and sites shall be recognized as products of their own time. Alterations that have no historical basis and which seek to create an earlier appearance shall be discouraged.
- (4) Changes, which may have taken place in the course of time, are evidence of the history and development of a building, structure, object, or site and its environment. These changes may have acquired significance in their own right, and this significance shall be recognized and respected.
- (5) Distinctive stylistic features or examples of skilled craftsmanship, which characterize a building, structure, object, or site, shall be kept where possible.
- (6) Deteriorated architectural features shall be repaired rather than replaced, wherever practicable. In the event replacement is necessary, the new material should reflect the material being replaced in composition, design, color, texture, and other visual qualities, where practicable. Repair or replacement of missing architectural features should be based on accurate duplications of features, substantiated by historical, physical, or pictorial evidence rather than on conjectural designs or the availability of different architectural elements from other buildings or structures.
- (7) The surface cleaning of structures shall be undertaken in the gentlest means possible. Sandblasting and other cleaning methods that will damage historic building materials shall not be undertaken.

- (8) Every reasonable effort shall be made to protect and preserve archeological resources affected by or adjacent to any project.
 - (9) Contemporary design for alterations and additions to existing properties shall not be discouraged when such alterations and additions do not destroy significant historical, architectural, or cultural material, and such design is compatible with the size, scale, color, material, and character of the property, neighborhood, or environment.
 - (10) Whenever possible, new additions or alterations to buildings, structures, objects, or sites shall be done in such a manner that, if additions or alterations were to be removed in the future, the essential form and integrity of the building, structure, object, or site would be unimpaired.
- (b) *Design Guidelines.* The HPO or MHPC may develop such supplemental guidelines as deemed necessary to implement or maintain this ordinance, applicable to designated historic landmarks and historic districts. Such guidelines may include, but are not limited to the following:
- (1) Charts or samples of acceptable materials for siding, foundations, roofs, or other parts of buildings;
 - (2) Illustrations of appropriate architectural details;
 - (3) Specifications of appropriate relationships to streets, sidewalks, other structures, and buildings;
 - (4) Illustrations of appropriate porch treatment entrances; or
 - (5) Illustrations of appropriate signage or street furniture.

18. MINIMUM MAINTENANCE STANDARDS

No owner, defined in this section as a person, entity, association, or corporation with ownership, care, custody, or control over a historic landmark or contributing structure within a historic district, shall permit the property to fall into a serious state of disrepair so as to result in the deterioration of any architectural feature which would produce a detrimental effect upon the character of the historic district or the life and character of the property itself.

Owners shall be required to fulfill a minimum level of maintenance on their property in order to keep it from deteriorating. Any of the following are prima facie evidence of a serious state of disrepair:

- (1) Deterioration of exterior walls, foundations, or other vertical support that causes leaning, sagging, splitting, listing, or buckling.
- (2) Deterioration of external stairs, porches, handrails, window and door frames, cornices, entablatures, wall claddings, chimneys, plaster finishes, surfaces or mortars, and any other exterior architectural details that cause delamination, instability, loss of shape and form, or crumbling.
- (3) Ineffective waterproofing of exterior walls, roofs, and foundations, including broken windows or doors.
- (4) Defective protection or lack of weather protection for exterior wall and roof coverings, including lack of paint, or weathering due to lack of other protective covering.

- (5) Rotting, holes, and other forms of material decay.
- (6) Deterioration that causes a detrimental effect upon the special character of the district as a whole or the unique attributes and character of the structure.
- (7) Deterioration of any exterior feature so as to create or permit the creation of any hazardous or unsafe conditions to life, health, or property.

19. DEMOLITION BY NEGLECT

Demolition by neglect refers to the gradual deterioration of a property when ordinary or minimum maintenance is not performed. The Historic Preservation Officer and the Planning Department staff shall work together in an effort to reduce demolition by neglect involving properties designated as historic landmarks, potential historic landmarks, or contributing or compatible structures within a historic district.

Failure to provide the minimum maintenance required by this ordinance may result in a citation for demolition by neglect. If conditions of neglect are present or suspected, the HPO/MHPC, in coordination with the building inspector, is authorized to lawfully investigate in an effort to prevent further deterioration.

1. *Authorization.* The city may preserve a substandard building as permitted under Texas Local Government Code, Sec. 214.00111.
2. *Procedure to address demolition by neglect.*
 - (a) *Identification.* Initial identification is made by visual inspection of the area by the HPO or a MHPC member, or by referral from city staff or a member of the general public. All referrals shall be made in writing and shall be submitted to the HPO.
 - (b) *Documentation of neglect.* The HPO and building inspector shall inspect the property in question and document evidence of disrepair or neglect.
 - (c) *Notification of owner.* The owner shall be notified in writing via certified mail, providing specific information about the alleged deterioration, provided with the standards for rehabilitation adopted by this ordinance, and informed of any incentive programs that may be available for rehabilitation.
 - (d) *Stabilization Proposal.* The owner shall be given thirty (30) days in which to respond to the preliminary determination, mothball the property in question to prevent further deterioration if vacant, and submit a stabilization proposal to the HPO, who shall have the authority to approve, approve with conditions, refer to the MHPC, or return the proposal to the owner with further instruction. The HPO/MHPC shall detail the specific work that is necessary to correct the demolition by neglect conditions and issue a COA (if necessary), as well as a time period to begin and complete the work. If the owner is unable to put together a stabilization proposal either because of a lack of appropriate resources or economic hardship, he or she may request assistance from the HPO and MHPC to create a plan for stabilization. The owner may appeal the HPO's decision to the Historic Preservation Commission and request a hearing at the next scheduled meeting.
 - (e) *Hearing.* If the property owner fails to respond to the letter regarding the preliminary determination, or refuses to work with the HPO or MHPC to create a stabilization plan, the Commission shall conduct a citation hearing. The HPO shall send a notice of the citation

via certified mail informing the owner of the hearing, the property shall be posted with a notice of the violation in accordance with the provisions of this ordinance, and a public hearing shall be scheduled before the Commission. The owner may appear before the MHPC in person or by agent.

At the hearing, the owner shall be invited to address the Commission's concerns and show cause why a citation should not be issued. The Commission may take action to defer the matter to give the owner more time to make a stabilization proposal, direct the owner to work with the HPO to create a plan for stabilization, and/or issue a citation to the owner of the property for failure to correct demolition by neglect conditions.

- (f) *Appeal.* The owner of a property cited for demolition by neglect may appeal the Commission's decision to the City Commission.
- (g) *Required action upon finding of demolition by neglect.* If the Commission determines that the deterioration has produced a detrimental effect on the architectural significance and/or historic integrity of the property or district, the owner shall be cited for demolition by neglect and be given thirty (30) days to mothball the property, if vacant, and submit a stabilization proposal to the HPO, sixty (60) days to begin repairs, up to one (1) year to correct the defects in accordance with the Secretary's Standards.

The owner shall provide written progress reports to the HPO every thirty (30) days from the time work commences, documenting the progress on repairs until the rehabilitation is completed.

- (h) If the owner does not respond to the letter regarding the preliminary determination of demolition by neglect, fails to appear at the citation hearing, or fails to comply with any other provision outlined in this section, the HPO and/or building inspector may refer a demolition by neglect case to the city for enforcement in municipal court.
- (i) The city may create programs, or enter into partnerships with local non-profit organizations, to assist low-income and/or elderly homeowners with maintenance.

20. ENFORCEMENT

All work performed pursuant to a Certificate of Appropriateness issued under this ordinance shall conform to any requirements included therein. It shall be the duty of the Historic Preservation Officer or his or her designee to inspect periodically to assure such compliance. In the event work is not being performed in accordance with a Certificate of Appropriateness, or no Certificate of Appropriateness has been approved, or upon notification of such fact by the Historic Preservation Commission and verification by the HPO, the building inspector shall issue a stop work order and/or citation and all work shall immediately cease. The property owner shall then be required to request a citation hearing before the Commission to explain non-compliance, and/or to apply for a Certificate of Appropriateness and receive approval. No further work shall be undertaken on the project as long as a stop-work order is in effect until a decision is rendered by the HPO or Commission. All applications, decisions, orders, citations, notices, or violations approved or issued by the City of Mercedes before the effective date of this ordinance shall remain in effect.

All required permits must be issued and plans approved by the building inspections, planning, public works, and health departments before work can commence under an approved Certificate of Appropriateness.

21. PENALTIES

- (a) *Prohibited Acts.* It shall be unlawful to construct, reconstruct, remove, structurally alter, remodel, renovate, restore, demolish, raze, maintain, or fail to maintain any historic resource in violation of the provisions of this ordinance. In addition to other remedies, the City of Mercedes may institute any appropriate action or proceedings to prevent such unlawful construction, restoration, demolition, razing, maintenance, or failure to maintain, to restrain, correct, or abate such violation.
- (b) *Penalty for violation.* Any person, firm, or corporation found violating any provision of this ordinance shall be guilty of a Class C misdemeanor, punishable by a fine of no less than \$200 or more than \$2000 per violation. Each day the violation continues shall be considered a separate offence. Such remedy under this section is in addition to any abatement restitution.
- (c) *Abatement restitution.* Any person, firm, or corporation found violating any provision of this ordinance shall be directed to abate, insofar as possible, the violation including, but not limited to removing unauthorized architectural features, materials, appurtenances, or elements of new construction; repairing the damage done to historic buildings, structures, or objects; and/or making financial restitution to the city in order to pay the expenses necessary to correct the violation.

22. SEVERABILITY CLAUSE

Should any paragraph, phrase, sentence, or clause of this ordinance be determined to be unconstitutional, said determination shall not affect the remaining paragraphs, phrases, sentences, or clauses, which shall remain in full force and effect.

23. EFFECTIVE DATE

This ordinance shall become effective after passage and publication as required by law.

24. PASSED AND APPROVED

At a regular meeting of the City Commission of the City of Mercedes, Texas, this 6th day of February, 2024, at which meeting a quorum was present, held in accordance with the provisions of the Texas Local Government Code, Section 551, *et. seq.*

Oscar D. Montoya, Sr., Mayor

ATTEST:

Joselynn Castillo, City Secretary

Martie Garcia-Vela, City Attorney



APPLICATION TO SERVE ON
BOARDS & COMMITTEES

Name: Nancy Kay Garza Date: 2-26-24

Home Address: [REDACTED]

☒ Inside City Limits () Outside City Limits

Cell Phone: [REDACTED]

Email: [REDACTED]

Occupation

(Note: If "Retired", what was your predominant occupation?): Magic Valley Electric
Distributed Generated Interconnection Coordinator

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

☒ Planning & Zoning Commission*

___ Library Board

___ Buildings & Standard Commission

___ Development Corporation

___ Industrial Foundation

___ Charter Review

___ Zoning Board of Adjustment

___ Parks & Recreation

___ Keep Mercedes Beautiful

___ Historic Preservation Committee

Please declare reason(s) for desired service:

[Signature]
Signature

2-26-24
Date

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



APPLICATION TO SERVE ON
BOARDS & COMMITTEES

Name: Samuel Longoria Jr. Date: 3/4/2024

Home Address: [REDACTED]

☐ Inside City Limits ☒ Outside City Limits

Cell Phone: [REDACTED] Email: [REDACTED]

Occupation

(Note: If "Retired", what was your predominant occupation?) : welder

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

- | | |
|---|--|
| <input checked="" type="checkbox"/> Planning & Zoning Commission* | <input type="checkbox"/> Library Board |
| <input type="checkbox"/> Buildings & Standard Commission | <input type="checkbox"/> Development Corporation |
| <input type="checkbox"/> Industrial Foundation | <input type="checkbox"/> Charter Review |
| <input type="checkbox"/> Zoning Board of Adjustment | <input type="checkbox"/> Parks & Recreation |
| <input type="checkbox"/> Keep Mercedes Beautiful | <input type="checkbox"/> Historic Preservation Committee |

Please declare reason(s) for desired service:

I am motivated to apply for this volunteer opportunity
because I have a passion for the development of my community
I would also like to gain valuable experience and skills.

[Signature]
Signature

3/4/2024
Date

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



APPLICATION TO SERVE ON
BOARDS & COMMITTEES

Name: David Mariscal Date: 3/5/2024

Home Address: [REDACTED]

☒ Inside City Limits ☐ Outside City Limits

Cell Phone: [REDACTED] Email: [REDACTED]

Occupation

(Note: If "Retired", what was your predominant occupation?): Retired - University
administrator

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

- | | |
|---|--|
| <input checked="" type="checkbox"/> Planning & Zoning Commission* | <input type="checkbox"/> Library Board |
| <input type="checkbox"/> Buildings & Standard Commission | <input type="checkbox"/> Development Corporation |
| <input type="checkbox"/> Industrial Foundation | <input type="checkbox"/> Charter Review |
| <input checked="" type="checkbox"/> Zoning Board of Adjustment | <input type="checkbox"/> Parks & Recreation |
| <input type="checkbox"/> Keep Mercedes Beautiful | <input type="checkbox"/> Historic Preservation Committee |

Please declare reason(s) for desired service:

Based on my experience on the Planning &
Zoning Commission & on the Zoning Board of
Adjustment, I would like to continue serving the city in this
capacity

David Mariscal
Signature

03/06/2024
Date

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



APPLICATION TO SERVE ON
BOARDS & COMMITTEES

Name: Leonardo Garcia Jr. Date: March 4, 2024

Home Address: [REDACTED]

Cell Phone: [REDACTED] () Inside City Limits () Outside City Limits
Email: [REDACTED]

Occupation
(Note: If "Retired", what was your predominant occupation?) : Field Service Representative
(Distribution Line Designer)

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

- | | |
|---|--|
| <input checked="" type="checkbox"/> Planning & Zoning Commission* | <input type="checkbox"/> Library Board |
| <input type="checkbox"/> Buildings & Standard Commission | <input type="checkbox"/> Development Corporation |
| <input type="checkbox"/> Industrial Foundation | <input type="checkbox"/> Charter Review |
| <input type="checkbox"/> Zoning Board of Adjustment | <input type="checkbox"/> Parks & Recreation |
| <input type="checkbox"/> Keep Mercedes Beautiful | <input type="checkbox"/> Historic Preservation Committee |

Please declare reason(s) for desired service:

I have successfully served on the P&Z board for one term. I bring 27 yrs of experience
in the electrical industry dealing with developers and top engineering firms. I have a vast
experiance with easement, right of ways, zoning, and development.

[Signature]
Signature

3/4/24
Date

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



city of
mercedes

It Starts Here!

--- Queen City of the Rio Grande---

BOARD / COMMISSION APPLICATION

Name: Johnny Ray Gonzales Jr

Address: [REDACTED]

Telephone No. Business: [REDACTED] Home: _____

Occupation: Contractor

Interests:
(Check ☒ all of interest)

Housing Authority Board	_____
Planning & Zoning Board *	<u>✓</u>
Library Board	_____
Buildings & Standards Comm.	_____
Development Corporation	_____
Industrial Foundation	_____
Charter Review	_____
Special Boards/ Commissions	_____
Board of Adjustments	_____
Parks & Recreation	_____
Keep Mercedes Beautiful Comm	_____
Historic Committee	_____

Reason for Interest:

I have lived in Mercedes all my life and have recently started building houses. I would like to join the planning & zoning board to see where I can be of assistance and how I can contribute in beautifying Mercedes. My goal is to work together to get more ppl to move to Mercedes & see our beautiful town.

NOTE: Applications are kept on file for (6) months for consideration.

[Signature]
Signature

3-13-24
Date

NOTE: Citizens interested in serving on city boards and commission are encouraged to fill out and return this form to City Hall. It is designed to assist the Mercedes City Commission in making board appointments. *For Planning & Zoning Board, applicants must be property owners.

THANK YOU!

Bids/Contracts

DATE: March 5, 2024**FROM:** Library Director**ITEM:** **Approval of E-Rate Internet Service Contract to Smartcom Telephone, LLC for Dr. Hector P. Garcia Memorial Library.**

BACKGROUND INFORMATION:

The library applies yearly for funds to cover 90% of the Internet cost through a federally funded program known as E-Rate. This year 4 bids were received.

Foremost was our lowest bid at \$444 a month for 1 X 1 Gbps of fiber with a 5-year service agreement. However, they did not include a block of dedicated IP addresses in their bid which was one of the requirements stated in our request for proposals. Our IT Department has estimated that this would be an additional \$300 - \$400 a month.

Our current service provider is Smartcom and they were the second lowest bid for 1Gbps of service at \$559 a month and it includes a block of 5 public static IP addresses. Smartcom has been our provider for 13 years. They have provided excellent customer service and we have only had two outages in our 13 years of service that were due to Smartcom issue. However, they were quick to resolve the issue within one to two hours.

Currently, these are a few of the public libraries and municipalities that are using Smartcom: City of Mercedes, City of McAllen, City of Pharr, City of Brownsville, City of Weslaco, Brownsville Public Library, Dustin Michael Sekula Memorial Library, and Pharr Memorial Library.

Our current cost is \$449 a month for 500Mbps but we are wanting to increase our speed to provide better service for our patrons both on our desktops and Wi-Fi. Our new cost would increase our monthly total by \$110. However, our 10% will come to just \$670.80 for the year as opposed to the \$538.80 that we are currently paying. If approved I will need to file a Form 471. The deadline is March 27th.

BOARD REVIEW/CITIZEN FEEDBACK: Choose an item.**ALTERNATIVES/OPTIONS:****FISCAL IMPACT:**

Proposed Expenditure/(Revenue):	Account Number(s):
01-536-2027	Internet Services

Finance Review by:**LEGAL REVIEW:****ATTACHMENTS:** Proposals from Foremost, Smartcom, Spectrum and AT&T.**Staff Recommendation:** Approval of Smartcom contract



Response to Form 470 #240001090

Dr. Hector P. Garcia Memorial Library

Internet Services

ERATE 27

11/25/2023

Foremost Telecommunications Corporation

5757 Alpha Road, Suite 107

Dallas, TX 75240

469-554-4014 (voice)

469-554-4015 (fax)



11/25/2023

Ms. Marisol Vidales
Library Director
Dr. Hector P. Garcia Memorial Library
434 S Ohio St.
Mercedes, TX 78570

Foremost Telecommunications Corporation would like to provide the Library with Internet Services under the E-Rate program. Foremost Telecommunications Corporation is a phone company licensed by the Texas Public Utilities Commission and an E-Rate telecommunications provider (SPIN #143025467).

Foremost has significant experience providing service to school districts, libraries, cities, and other state entities. Please find enclosed the response to your ERATE 470 #240001090 for Internet Services.

Thank you for your consideration. If you have any questions, please feel free to call me at 469-554-4014 x4408 or 956-495-4444 (cell).

Sincerely,

A handwritten signature in black ink, appearing to read "L. L. Halcomb", written in a cursive style.

Lawrence L. Halcomb, Ph.D., President
Foremost Telecommunications Corporation
5757 Alpha Road, Suite 110
Dallas, TX 75240

COMPANY BACKGROUND

Company Information

Foremost Telecommunications is a Texas Corporation based in Texas. Foremost Telecommunications was incorporated in 1989 and started providing telephone service in 2002 under authority of the Texas Public Utilities Commission. Foremost Telecommunications is an E-Rate service provider in good standing (SPIN #143025467) and is regulated by the Texas PUC and the FCC.

Foremost Telecommunications provides telecommunications services throughout the Dallas/Ft. Worth metroplex and statewide.

The main office address is as follows:

Foremost Telecommunications Corporation
5757 Alpha Rd., Suite 110
Dallas, TX 75240
469-554-4014 (voice)
469-554-4015 (fax)

info@foremosttelecom.com (our general email)
billing@foremosttelecom.com (billing)
support@foremosttelecom.com or support@foremost.tel (our support email)

Dr. Hector P. Garcia Memorial Library Project Management Staff

Carl Lerman, Project Manager
469-554-4014 x4482 lerman@foremost.tel
Ruben Meza, Account Manager
469-554-4014 x4434 Ruben.Meza@foremost.tel
Lawrence F. Halcomb, Director
469-554-4014 x4403 lawrence@foremost.tel
Chris Eastin, Network Operations
469-554-4014 x4481 eastin@foremost.tel

The primary project manager for products and services provided to Dr. Hector P. Garcia Memorial Library is Mr. Carl Lerman. Mr. Lerman has over 40 years of combined experience in the telecommunications industry.

The primary account manager for billing and inside sales is Ruben Meza. Mr. Meza has over 30 years of experience in the telecommunications industry.

Senior management under the direction of the President Dr. Larry Halcomb has over 100 years of combined experience in the networking and telecommunications arena.

The Foremost broadband network was designed by a CCIE on staff and implemented under his guidance.

Foremost Telecommunications Corporation
Federal ID #75-2299731
SPIN# 143025467
5757 Alpha Rd., Suite 110
Dallas, TX 75240
956-507-4014 (voice)
956-507-4015 (fax)

General Narrative

Foremost Telecommunications Corporation is a telecommunications carrier (CLEC) licensed by the Texas PUC and regulated by both the Texas PUC and the FCC. Foremost is an E-rate Provider in good standing with USAC and has participated in the E-rate program since the first round twenty years ago. Foremost is a facilities-based carrier and operates its own network.

Foremost Telecommunications' 498 ID/SPIN is 143025467 and FCC FRN is 0010601185. Foremost also has USAC "Green-light" status. We support both BEAR and SPI discount payment methods.

Foremost has been providing telecommunications services including fiber based services for over 20 years and providing Foremost fiber based services for over six years. The Foremost technical staff has designed and built its network in Central and South Texas (e.g. Laredo, Corpus Christi, San Antonio, Alice, Victoria, Kingsville, Rio Grande Valley, etc.) that is used to deliver a variety of data and voice services. Multiple Foremost staff currently have or have had CCNA certification and we have a CCIE on staff. Fiber design, recordkeeping, and purchasing is performed in house. Foremost uses both in house teams and subcontractors for permitting, warehousing, construction, and splicing.

Foremost has a state wide organization distributed over its main and remote offices. The Foremost Founder and President is Dr. Larry Halcomb with over 35 years of experience. Every Foremost team (e.g. customer service, network operations, field operations, etc. is managed by a seasoned professional with 15-30 years of industry experience.

Section Response

Proposals must include all costs associated with providing service, including but not limited to:

- monthly service fees
- managed router/modem lease fees (if required for service to function)
- one-time construction, installation, and/or connection charges
- estimated taxes, fees, and/or surcharges

Additional charges consist of Municipal Right-of-Way (MROW), which is assessed by and remitted to the City of Mercedes and updated annually in May. Currently MROW is \$1.60 per circuit per month. This fee is not subject to tax exemption.

Service providers are requested to submit offers for incremental bandwidths from minimum to maximum speeds identified above. Service providers are requested to submit offers in 1 Gbps increments. All offerors should also provide the cost of IP addresses for the applicant as well as router/modem lease information.

All equipment necessary to provide the services requested by this proposal (including routers, switches, and/or modems) will be provided as a value-added service.

All contracts should include a provision permitting early termination of circuits, with no penalty, should a location be closed by the Applicant. Additionally, if the Applicant opens a new location, the final agreement should include a provision permitting that site to be added at the existing MRC rate for the duration of the contract, with the Applicant paying for any one-time charges associated with adding the new site to the network.

Foremost acknowledges these requirements. Should termination occur due to lack of funding Foremost will waive early termination charges provided that services are not substantially replaced by a provider other than Foremost.

In the event of pending Termination for cause or for breach, Foremost must be made aware of the cause or breach and be given reasonable opportunity to cure the cause or breach prior to Termination taking effect.

Termination for convenience prior to the expiration date of the Contract may result in early termination charges.

CONFIDENTIAL TELECOM SERVICES QUOTE



QUOTE #	AAAQ1694
DATE	Nov 22, 2023

To

HECTOR P. GARCIA MEMORIAL LIBRARY
434 S OHIO ST
MERCEDES, TX 78570

Foremost

515 E. Jackson Ave
Harlingen, TX 78550
(956)-507-4444

SALESPERSON

Lawrence Halcomb

TERM

See Options

DESCRIPTION	NOTES	UNIT PRICE	QTY	MONTHLY PRICE	INSTALL
Option One - 12 Month Term					
Dedicated Internet Access	500 x 500 Mbps, Fiber	\$595.00	1	\$595.00	\$0.00
Dedicated Internet Access	1 x 1 Gbps, Fiber	\$795.00	1	\$795.00	\$0.00
Option Two - 36 Month Term					
Dedicated Internet Access	500 x 500 Mbps, Fiber	\$444.00	1	\$444.00	\$0.00
Dedicated Internet Access	1 x 1 Gbps, Fiber	\$595.00	1	\$595.00	\$0.00
Option Three - 60 Month Term					
Dedicated Internet Access	500 x 500 Mbps, Fiber	\$395.00	1	\$395.00	\$0.00
Dedicated Internet Access	1 x 1 Gbps, Fiber	\$444.00	1	\$444.00	\$0.00

Contracts will include an option for five (5) one (1) year voluntary renewals upon mutual agreement.

Customers to provide rack space/power/backup power if required.

Foremost equipment is provided but remains the property of Foremost.

Fees and taxes will be added to all services.

Pricing and installation charges will be higher if term is reduced or number of locations and services are changed.

Quote and pricing information are Confidential and Proprietary, and for the recipient's use only.

Additional charges consist of Municipal Right-of-Way (MROW), which is assessed by the city of Mercedes and updated annually in May. Currently MROW is \$1.60 per circuit per month. This fee is not subject to tax exemption.



Customer Name Address City, State, Zip	Customer Contact Name/Phone Number/E-mail	Project Description
Laredo I.S.D. 1702 Houston Street Laredo, TX 78040	Ambrosio Gomez III (956) 273-1301 agomez@laredoisd.org	Telephone Services 20 Gbps Dedicated Internet Access Lit Fiber WAN district wide including resiliency
Brownsville I.S.D. 1900 Price Road Brownsville, TX 78521	Todd Nichols (956) 554-2702 todda@bisd.us	Telephone Services 10 Gbps Dedicated Internet Access Lit Fiber WAN District-Wide
Corpus Christi I.S.D. 801 Leopard Street Corpus Christi, TX 78403	Charlie Saldivar (361) 695-7350 charlie.saldivar@ccisd.us	Telephone Services 10 Gbps Dedicated Internet Access
Edinburg C.I.S.D. 411 N. 8th Edinburg, TX 78541	Marcelino Salinas (956) 289-2325 ex. 3021 marcelino.salinas@ecisd.us	10 Gbps Dedicated Internet Access Dark-Fiber WAN
Pharr-San Juan-Alamo I.S.D. 601 E Kelly Ave PharrTX78577	Hector D. Rodriguez (956) 354-2046 xt.1243 hector.rodriguez@psjaisd.us	6 Gbps Dedicated Internet Access Lit Fiber WAN

MASTER SERVICES AGREEMENT

This *Master Services Agreement* (hereinafter the “Agreement”) by and between FOREMOST TELECOMMUNICATIONS, a Texas corporation (hereinafter referred to as “FOREMOST”), with its principal place of business in Collin County, Texas, and _____, a _____ (hereinafter referred to as the “Customer”), shall govern all services that Customer may desire to order from FOREMOST through a subsequent *Service Order*, all as is more particularly agreed as follows:

1. The terms of this Agreement are intended for the benefit of FOREMOST and Customer only, and do not extend to any other person or entity except for wholly-owned affiliates of Customer, members of Customer’s staff and consultants in the course of performing work for Customer, and persons in the course of receiving services from Customer.

Term and Termination

2. This Agreement shall begin as of the later of the dates accompanying the signatures below (hereinafter the “Effective Date”) and shall end upon the expiration of one (1) year, provided that either party first provides 30 days’ notice of termination to the other party. If no term is specified or if the above term expires, this Agreement shall continue to be in force on a month-to-month basis until 30 days elapse from the receipt of a notice of termination.
3. As this Agreement sets forth terms and conditions for any *Service Order* between Customer and FOREMOST, no such *Service Order* may be placed until and unless this Agreement is executed. If this Agreement is terminated during the term of any *Service Order*, then the parties agree to abide by the terms of this Agreement with respect to such *Service Order* until the parties negotiate and execute a new governing agreement.
4. The term of each *Service Order* shall begin upon the delivery of the corresponding service and shall end upon the expiration of the term specified in each such *Service Order*, provided that either party first provides at least 30 days’ notice of such termination to the other party. If the term of the *Service Order* is not specified or expires, then the *Service Order* shall continue to be in force on a month-to-month basis until 30 days have elapsed from the receipt of a notice of termination. FOREMOST reserves the right to adjust any recurring fees or charges for any *Service Order* continuing on a month-to-month basis upon 30 days’ notice to the Customer.
5. The parties agree that FOREMOST would be damaged by any early termination of any *Service Order*, and that such damages would be difficult, if not impossible, to calculate with any degree of certainty; therefore, the parties agree that a reasonable estimation of such damages shall be calculated by multiplying the monthly charges incurred by the applicable *Service Order* by the number of months remaining in the term of such *Service Order*, and that Customer shall pay FOREMOST those damages upon being invoiced for same.
6. If a material obligation in this Agreement or an applicable *Service Order* is breached, other than a breach for non-payment, service deficiency, or any other breach provided for elsewhere in this Agreement, then the complaining party must deliver a written notice setting forth the details of the breach to the alleged breaching party. The complaining party may not terminate this Agreement or any applicable *Service Order* until and unless such breach has not been cured within 30 days following the receipt of such written notice.

Provisioning and Equipment

7. FOREMOST services are contingent upon the availability of (a) functioning copper facilities at Customer’s location, (b) appropriate space in a climate-controlled environment with access to electrical power, ground lines, and surge protection, and (c) a backboard, rack, or other mounting device to accommodate the installation of equipment. FOREMOST services are further contingent upon the Customer providing FOREMOST with cabling paths, including spaces, chases, and conduit, together with any rights of entry or other permissions, all of which may be needed in order to connect Customer to the public right-of-way and the FOREMOST network.
8. FOREMOST shall terminate its wiring, cabling, circuits, equipment, and any other supporting items necessary for the delivery of service (hereinafter “Foremost Facilities”) at a demarcation point where FOREMOST Facilities will end and the Customer’s private facilities (hereinafter “Customer Facilities”) will begin. If an alternate carrier is used by FOREMOST as part of delivering its services to Customer, then Customer shall further be responsible for extending that carrier’s facilities to the FOREMOST demarcation point. FOREMOST shall not provide, repair, nor be responsible

for any Facilities past the FOREMOST demarcation point, such as Customer's inside wiring, unless otherwise provided for in an applicable *Service Order*.

9. FOREMOST shall retain ownership of all FOREMOST Facilities unless otherwise stated in an applicable *Service Order*, *Bill of Sale*, or other document transferring ownership. Customer accepts responsibility for any damages to FOREMOST equipment at Customer's location, and agrees to return all FOREMOST equipment upon termination of any service requiring such equipment. Customer agrees to assist and not otherwise impede FOREMOST and its agents from recovering FOREMOST equipment upon termination of this Agreement. FOREMOST reserves the right to bill Customer for any unreturned property.
10. Customer accepts sole responsibility for its own network and telephone equipment. In particular, Customer accepts responsibility for the installation, testing, ordering, provisioning, support, maintenance, operation, security, and integrity of its own facilities, computers, services, systems, networks, and equipment, including, but not limited to, Customer's Private Branch Exchange, other than those goods or services for which FOREMOST expressly assumes responsibility in an applicable *Service Order*. Customer accepts sole responsibility for the cost and expense of any administrative, technical, emergency, or support personnel who work at Customer's location or at Customer's request, regardless of whether such personnel work, interact, or communicate with FOREMOST in the course of their work. In no event will the untimely installation or non-operation of Customer Facilities relieve Customer of its obligation to pay charges for FOREMOST services during the term of this Agreement.
11. Customer acknowledges that FOREMOST Facilities are dependent upon electricity, and that if FOREMOST services are desired in the event of a general power failure, then Customer is solely responsible for acquiring alternate power sources, such as battery backup, on-site generators, or such other equipment as the Customer elects.
12. Customer acknowledges that FOREMOST provides no security for FOREMOST services, and that if such security is desired by Customer, then Customer must obtain its own or obtain same through a third-party service. FOREMOST may elect to assist in security investigations, but shall not be liable for any inability, failure, or mistake in doing so.
13. Customer acknowledges that the internet consists of multiple third-party networks that are not subject to the control of FOREMOST, and Customer agrees that FOREMOST shall not be responsible for the performance or non-performance of any such networks, nor shall FOREMOST be responsible for any billing or services provided to and from Customer using any such networks. If Customer provides or receives services through third-party networks, Customer shall be solely responsible its use of such networks, any quality of service, including voice, which utilizes such networks, any notifications or approvals required by such networks, and any compliance with any policies of such networks.
14. FOREMOST provides internet service for use with FOREMOST Internet Protocol ("IP") addresses, which are assigned to FOREMOST. No other IP addresses may be used with this service unless approved by FOREMOST. If Customer leaves FOREMOST as their service provider, then Customer will lose use of all FOREMOST IP addresses. FOREMOST has sole discretion over internet routing of these IP addresses and may re-assign these addresses from time to time.

Customer Responsibilities

15. Customer agrees to be liable for all telephone calls made using Customer's FOREMOST service whether the calls were made with or without Customer's permission or knowledge, and whether or not the identity of the caller was known by Customer. In order to mitigate any economic exposure that may be caused by a compromised telephone system, FOREMOST may, at its option, prohibit the Customer's ability to make calls outside the contiguous 48 United States, or other calls subject to high per-minute rates, though any such prohibition shall be removed upon the Customer's written request in a form to be supplied by FOREMOST.
16. Customer further agrees to not supply or use false or misleading caller identification information when using FOREMOST services. In addition, Customer shall not use FOREMOST services in a manner which will result in a high number of incomplete, unanswered, or short duration telephone calls, such as may result from automatic, sequential, or machine dialing services.
17. Customer further agrees to not use FOREMOST services in a manner which violates local, state, national, or international law, regulation, or treaty. FOREMOST may suspend service, or terminate or restrict any transmission over its network if, in its judgment, such actions are reasonably appropriate to avoid violation of applicable law, or if there is a reasonable risk that criminal, civil, or administrative proceedings or investigations based upon the

transmission contents will be instituted against FOREMOST, its affiliated providers, operators, or maintenance or repair contractors (hereinafter the "Providers"). Customer shall defend, indemnify, and hold Providers harmless from any damages resulting from any court, administrative, or agency action, suit, or similar proceeding, whether administrative, civil, or criminal, and whether public or private, which may be brought against Providers for any claims, actual or alleged, arising from Customer's violation of this paragraph.

18. Customer further agrees to be liable for all content transmitted or hosted through Customer's internet services, regardless of whether said transmissions were made with or without Customer's permission or knowledge. Customer shall be solely responsible for securing any necessary authorizations, clearances, or consents with respect to information transmitted over the FOREMOST network.
19. Customer further agrees to not use FOREMOST internet services in any manner which would violate the *Acceptable Use Policy* of FOREMOST, such as spamming, hacking, distributing malicious software, and the unauthorized use of copyrighted material. The *Acceptable Use Policy* is posted online at <http://www.foremosttelecom.com/> and may be modified at any time. Any use in violation of the *Acceptable Use Policy* may be grounds for suspension or termination of FOREMOST service. If the Customer's webpage is hosted on FOREMOST servers and is deemed to be obscene, inappropriate, or disruptive by FOREMOST, then FOREMOST may suspend access to such page until Customer removes or changes the page.

Billing and Payment

20. Billing shall commence upon delivery of service to Customer, provided that such delivery is in substantial compliance with an applicable *Service Order*, regardless of whether Customer delays implementation, disputes delivery, or elects not to use such service. By default, all FOREMOST *Invoices* shall be in electronic form unless the Customer elects, in writing, for paper invoices, for which Customer shall be charged 1% of the total invoiced amount, or \$20.00, whichever is greater.
21. FOREMOST or its billing agent will bill Customer monthly. Usage-sensitive charges, such as long-distance, shall be billed in arrears, while fixed monthly recurring charges, such as specified in an applicable *Service Order*, shall be billed in advance, all in addition to any applicable taxes, fees, surcharges, and usage charges that FOREMOST may collect as required by or under authority from local, state, or federal government, including the TEXAS PUBLIC UTILITY COMMISSION and the FEDERAL COMMUNICATIONS COMMISSION. Customer shall be responsible for all invoiced amounts unless Customer provides FOREMOST with documentation demonstrating a valid exemption. Any amounts mistakenly not credited or billed in any previous billing cycle shall be applied to Customer's account as those amounts are discovered.
22. Payments to FOREMOST must be made by cash, check, wire transfer, or money order payable in United States currency. The parties agree that checks returned for lack of sufficient funds will incur the maximum charge allowed by law.
23. All amounts stated on each monthly invoice are due and payable no later than 15 days from the invoice date (hereinafter the "Due Date"). If Customer fails to make full payment by the Due Date, then Customer may pay the balance within a grace period of 15 days after the Due Date without penalty, but if any balance remains unpaid after the expiration of this grace period, then such unpaid balance shall thereafter accrue interest at the maximum rate allowable by law. Further, the parties agree that FOREMOST will be damaged by any such unpaid balance, and that such damages would be difficult, if not impossible, to calculate with any degree of certainty; therefore, the parties agree that a reasonable estimation of such damages are 10% of the unpaid balance (hereinafter referred to as the "late fee"), and that Customer shall pay such late fee upon being invoiced for same. If any balance remains unpaid for 30 days after the Due Date, then FOREMOST, at its option, shall have the right to suspend or disconnect Customer's service and to terminate this Agreement.
24. Any suspension of services shall not suspend nor negate Customer's continuing obligation to pay for such services in accord with applicable *Service Orders*. In order to restore services, Customer must pay any and all outstanding invoices and a restoration charge equal to 10% of the monthly recurring charges associated with the services to be so restored. If any particular service has been suspended more than once per calendar year, then FOREMOST may first require an advance deposit of up to two months of the monthly recurring charges associated with such service.

25. Regardless of the foregoing, amounts reasonably disputed by Customer (along with any interest and late fees attributable to such amounts) shall not be a basis for suspension or termination of Customer's service as provided above if Customer (i) pays all disputed charges on or before the Due Date, (ii) presents a written statement detailing the dispute, along with appropriate supporting documentation, no later than 10 days after the Due Date, and (iii) negotiates in good faith with FOREMOST for the purpose of resolving such dispute within 30 days after the Due Date. If such dispute is mutually agreed upon and resolved in favor of FOREMOST, then Customer agrees that FOREMOST shall retain the disputed amount. In the event such dispute is mutually agreed upon and resolved in favor of Customer, Customer will receive a credit for the disputed charges and any applicable interest and late fees. If the parties cannot agree as to the resolution of the billing dispute within 30 days after the Due Date, then the parties agree to submit their arguments for mandatory binding arbitration with NORTH TEXAS MEDIATION AND ARBITRATION in Richardson, Texas, no later than 45 days after the Due Date, after which NORTH TEXAS MEDIATION AND ARBITRATION shall assign an arbitrator who shall render a decision no later than 75 days after the Due Date. The parties agree to waive and forego any and all other methods of resolving any billing disputes, and that the party prevailing at arbitration shall be awarded any and all costs related to said arbitration. This right to dispute applies only to services provided to Customer and not to any dispute Customer may have with third parties to this Agreement.
26. If FOREMOST is unable to provide Customer's service in whole or in substantial compliance with any technical specifications set forth in an applicable *Service Order* for any length of time, then Customer may request a pro-rated credit equal to the amount of time in the applicable month that the service was deficient, divided by the total amount of time in such month, and then multiplied by the monthly recurring rate as set forth in the *Service Order* applicable to the service at issue. The parties agree that this credit shall be Customer's sole remedy for deficient service, and waive and forego any and all other methods of resolving such issues. Any dispute as to the amount of such credit shall be resolved in the same manner as a billing dispute.
27. FOREMOST reserves the right to adjust rates for services in response to any rule or law mandated by any government or regulatory agency upon ten days written notice. FOREMOST, at its option, may immediately suspend or terminate services in whole or in part if FOREMOST determines that delivery of a particular service does not comport with any law or regulation, or is commercially impracticable.
28. If any taxes, charges, or impositions are asserted against FOREMOST by any local, state, national, international, public, or quasi-public governmental entity, including any charges levied to support the FEDERAL UNIVERSAL SERVICE FUND, as a result of Customer's use of FOREMOST services, then Customer shall be solely responsible for such taxes, charges, and impositions, and shall indemnify and hold FOREMOST harmless from same.
29. Customer authorizes FOREMOST to obtain credit reports regarding Customer during the term of this Agreement. Should Customer's credit report indicate an unacceptable risk, FOREMOST, at its option, may require a deposit commensurate with Customer's risk profile or decline to implement Customer's *Service Orders*.

Force Majeure

30. If either party's performance of this Agreement or any obligation, other than the obligation to make payments, hereunder is delayed, prevented, restricted, or interfered with by causes beyond its reasonable control, including, but not limited to, acts of God, fire, explosion, vandalism, cable cut, power outage, storm, or other similar occurrence including rain, snow, ice, fog, or other atmospheric conditions, or any law, order, regulation, direction, action, or request of any government authority, or any emergencies, insurrections, epidemics, riots, quarantines, wars, acts of terrorism, strikes, lockouts, work stoppages, or other labor difficulties, supplier failures, shortages, criminal acts, or breaches of enforceable contracts, then the affected party shall be excused from such performance on a day-to-day basis to the extent of such delay, prevention, restriction, or interference. The affected party shall use commercially reasonable efforts under the circumstances to avoid and remove such causes of non-performance and shall proceed to perform with reasonable dispatch when such causes cease.

Warranty

31. FOREMOST warrants that its services shall be provided to Customer substantially in accord with industry standards and any technical specifications set forth individually for each *Service Order*. Further, FOREMOST warrants that it shall use commercially reasonable efforts under the circumstances to remedy any delays, interruptions, omissions,

mistakes, accidents, or errors in its services. The foregoing warranty is the sole and exclusive warranty of services under this Agreement.

ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, WHETHER ORAL OR WRITTEN, ARE HEREBY EXPRESSLY WAIVED, DISCLAIMED, AND DISAVOWED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

32. Customer acknowledges that any representations regarding technical specifications as indicated on an appropriate *Service Order* are approximate and subject to slight variation. Customer further acknowledges that FOREMOST services are subject to interference from components outside of the FOREMOST network, and that FOREMOST can only warrant those specifications as measured on components solely within the FOREMOST network.
33. Customer certifies that no promises, rates, services, or conditions have been represented by FOREMOST other than those specifically described in this Agreement and in any applicable *Service Orders*. Customer further certifies that it has not relied upon FOREMOST to assess Customer's needs and desired results when ordering FOREMOST services.

Limitation of Liability

34. In the event of a claim by Customer for damages, the entire liability of FOREMOST shall not exceed sums actually paid to FOREMOST by Customer during the six (6) months prior to the accrual of such claim. Under no circumstances shall FOREMOST be liable for any indirect, incidental, consequential, punitive, or special damages, including damages for any lost business opportunities, revenue, or profits, even if FOREMOST has been advised of the possibility of such damage or loss.
35. Except as otherwise provided herein, no dispute, claim, action, lawsuit, or proceeding may be brought against FOREMOST by Customer after one year from when such claim arose. Customer acknowledges that this limitation constitutes an express waiver of any rights under any applicable statute of limitations which would otherwise afford additional time for such a claim.

Indemnity

36. Customer agrees to defend, indemnify, and hold FOREMOST, along with its officers, directors, employees, agents, and contractors, harmless from and against any loss, debt, liability, damage, obligation, judgment, or settlement of any kind or nature, known or unknown, liquidated or unliquidated, including without limitation, all reasonable costs and expenses incurred, including attorneys' fees, expert witness fees, forensic accounting fees, and any and all other costs arising out of, resulting from, or based upon any complaint, demand, claim, action, proceeding, or suit, whether actual, pending, or threatened, which alleges an act or omission by the Customer in connection with, related to, or incidental to Customer's use of FOREMOST goods and services or Customer's performance under this Agreement. Customer shall promptly notify FOREMOST in writing when it becomes aware of any circumstances which invoke or may invoke the indemnity obligations set forth herein.

Confidential Information

37. FOREMOST and Customer agree that this Agreement and all documents referenced herein, any invoices for services provided hereunder, and any other materials which are identified as proprietary, confidential, a trade secret, or otherwise subject to limited distribution (hereinafter "Confidential Information") are confidential as between Customer, FOREMOST, and its affiliates, and shall not be disclosed to any other party. However, Customer and FOREMOST agree that Confidential Information may be disclosed as required under applicable law including, without limitation, the payment of taxes and regulatory filings. The parties further agree that this prohibition of the disclosure of Confidential Information shall survive the termination of this Agreement.
38. When Confidential Information is furnished to a receiving party in a tangible form, the disclosing party shall mark such information in a clear and conspicuous manner to indicate to the receiving party that the information is subject to limited distribution. When Confidential Information is furnished orally, the disclosing party shall clearly identify the information as confidential and provide the receiving party with a written memorial of such disclosure within 10 days.

39. The party to whom Confidential Information is disclosed shall have no obligation to preserve the confidential nature of any information which (i) was previously known by such party free of any obligation to keep it confidential, (ii) is or becomes publicly available by means other than unauthorized disclosure, (iii) is developed by or on behalf of such party independent of any information furnished under this Agreement, (iv) is received from a third party whose disclosure does not violate any confidentiality obligation, or (v) is disclosed pursuant to the requirement or request of a governmental agency or court of competent jurisdiction to the extent such disclosure is required by valid law, regulation, or court order, and notice of not less than 15 days prior to such disclosure is given to the other party, so as to permit the other party time to seek an appropriate protective order or exemption from such requirement or request.
40. The Parties agree that publication of information regarding the parties' relationship may occur through press releases, articles, interviews, marketing materials, online materials, and speeches, provided that both parties agree to same prior to any such publication.

Interpretation, Modification, and Assignment of Agreement

41. This Agreement and any *Service Orders* incorporating this Agreement constitute the complete and exclusive statement of the understanding between the parties and supersede all prior proposals and agreements between the parties, whether oral or written. Should any conflict arise between the terms of this Agreement and any *Service Order*, the terms of this Agreement shall control.
42. The parties intend that words having well-known technical or trade meanings shall be accorded such meaning, unless expressly defined otherwise.
43. In the event any provision of this Agreement conflicts with any statute, rule, tariff, or order of any governmental unit or regulatory body, then, if required by law, such statute, rule, tariff, or order shall control.
44. If one or more provisions contained within this Agreement are determined by a court of law to be invalid, waived, void, or otherwise unenforceable, then the remainder of the Agreement shall not be affected thereby, and shall continue in full force and effect.
45. The failure of either party to enforce any breach of this Agreement shall not constitute a pattern, course of conduct, ratification, or other waiver of such breach, regardless of its duration. Any ratification or waiver of such a breach must be in a writing signed by both the parties.
46. Any addition, deletion, or modification to this Agreement or any *Service Order* shall not be binding on either party unless in writing and signed by both parties.
47. Customer shall not assign or otherwise effect a transfer of control of its rights or obligations under this Agreement without the prior written consent of FOREMOST. Any such assignment or transfer of Customer's rights or obligations without such consent shall entitle FOREMOST to suspend or terminate the services provided hereunder. A transfer of control includes any assignment, merger, or sale of a controlling ownership interest. FOREMOST reserves the right to assign this Agreement at any time.
48. This Agreement shall inure to the benefit of, and shall bind, the heirs and successors of each executing party.

Governing Law and Resolution of Controversies

49. This Agreement is executed in Collin County, Texas, where it shall be governed by the laws of the State of Texas without regard to choice of law principles. The parties agree that any disputes regarding this Agreement that are not otherwise to be resolved per the terms of this Agreement shall be resolved in the Courts of Collin County, Texas. The parties further agree that if either party breaches this clause by filing suit in a venue other than Collin County, then the breaching party shall pay all professional and incidental costs and expenses incurred in seeking or obtaining a transfer of such lawsuit to Collin County.
50. If a proceeding is brought for the enforcement of this Agreement or for any resolution of any alleged or actual dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, then the

prevailing party shall recover its reasonable attorneys' fees and any other reasonable costs and expenses incurred, including, but not limited to, filing fees, court costs, and expert witness fees, in addition to any other relief to which such party may be entitled.

Contact Information and Notices

51. Customer shall notify FOREMOST in writing of any changes to its name, address, or contact information.
52. All notices or correspondence to be sent to a party pursuant to this Agreement shall be in writing and deemed to be effective upon (i) actual delivery, (ii) three business days after mailing by registered or certified mail, or (iii) on the day when the notice has been sent by email or facsimile if such email or facsimile transmission is confirmed, though any such email or facsimile transmitted after 5:00 PM shall be deemed to have been received on the following business day. The contact information, addresses, telephone numbers, facsimile numbers, and email addresses for the respective parties to give any notice to the other party per the terms of this Agreement shall be:

FOREMOST TELECOMMUNICATIONS

5757 Alpha Road

Suite 110

Dallas, TX 75240

Telephone: (469) 554-4014

Facsimile: (469) 554-4015

Email: contracts@foremosttelecom.com

Attention: Contracts Manager

Telephone: _____

Facsimile: _____

Email: _____

Attention: _____

53. The signatories below represent and warrant that they are authorized by their respective organizations, as applicable, to enter into this Agreement.
54. This Agreement may be executed in counterparts. The parties agree that a copy of this Agreement with separate counterpart original, facsimile, or electronic signatures for each party shall have the same force and effect as an original Agreement containing original signatures for each party.

Certain services described herein are provided under authority granted to FOREMOST TELECOMMUNICATIONS by the Texas Public Utility Commission.

IN WITNESS WHEREOF, the parties hereto have closely read this Agreement, agree to all of its terms, and have executed this Agreement as of the day and year indicated below:

FOREMOST TELECOMMUNICATIONS:

Customer:

Signature of Authorized Representative

Signature of Authorized Representative

Printed Name

Printed Name

Title

Title

Date

Date



SERVICE ORDER

Service Order Number SAMPLE

This *Service Order* memorializes the agreement between SAMPLE (hereinafter referred to as the "Customer"), and Foremost Telecommunications (hereinafter referred to as "Foremost"), whereby Foremost will provide voice and/or data services in exchange for fees over the course of a definite term, all of which shall be governed by the *Master Services Agreement* signed by the parties and designated as MSA Number SAMPLE, and all of which is more particularly described as follows:

Service Location: _____

- ☐ New Service
☐ Renew Service **Term: 60 Months**
☐ Convert Service
☐ Upgrade Service ☐ Month to Month

Voice Services

	Service	Quantity	Unit Cost	MRC	NRC
<input type="checkbox"/>	Analog Line				
<input type="checkbox"/>	PRI				
<input type="checkbox"/>	DID				
<input type="checkbox"/>	SIP Trunking				
<input type="checkbox"/>	Long Distance Plan (48 Contiguous States)				
<input type="checkbox"/>	Toll-Free Number				
<input type="checkbox"/>					

Data Services

	Service	Quantity	Unit Cost	MRC	NRC
<input checked="" type="checkbox"/>	Dedicated Internet Access <u>500 x 500 Mbps</u>	<u>1</u>	<u>\$395.00</u>	<u>\$395.00</u>	<u>\$0.00</u>
<input type="checkbox"/>	IP Address				
<input type="checkbox"/>					

Customer Equipment

	Equipment	Quantity	Unit Cost	MRC	NRC
<input type="checkbox"/>					
<input type="checkbox"/>					

Nonstandard Voice Features

	Feature	Quantity	Unit Cost	MRC	NRC
<input type="checkbox"/>	Caller ID Name				
<input type="checkbox"/>					
<input type="checkbox"/>					

Additional Terms: Term of this Service Order may be extended by up to five (5) one (1) year terms upon mutual agreement with Foremost.

TOTALS: \$395.00 \$0.00

Voice Services Details

Foremost voice services include standard features Call Forwarding, Remote Call Forwarding, Caller ID Number, Speed Calling, and Three-Way Calling. Call Waiting is also offered upon request at no charge.

Existing Lines to Convert

Line 1:	Line 7:	Line 13:
Line 2:	Line 8:	Line 14:
Line 3:	Line 9:	Line 15:
Line 4:	Line 10:	Line 16:
Line 5:	Line 11:	Line 17:
Line 6:	Line 12:	Line 18:

Lines in Hunt

Number of Lines in Hunt Group: Hunting Type Preference:
Hunting Types: R=Regular Series Completion C=Circular U=Uniform Call Distribution

Line 1:	Line 7:	Line 13:
Line 2:	Line 8:	Line 14:
Line 3:	Line 9:	Line 15:
Line 4:	Line 10:	Line 16:
Line 5:	Line 11:	Line 17:
Line 6:	Line 12:	Line 18:

PRI, SIP Trunking, and DID Information

Quantity of Telephone Numbers Required: PBX Manufacturer:
Required Digits (*four digits is standard*): PBX Model:

Call Forwarding Options

Call Forwarding - Busy Line:

Call Forward To: For Lines:
Call Forwarding - Don't Answer:

Call Forward To: For Lines: After Number of Rings:
Call Forwarding - Busy Line/Don't Answer:

Call Forward To: For Lines: After Number of Rings:
Remote Access to Call Forwarding:
For Lines:

*** Additional configuration information may be submitted on a separate attachment to this *Service Order*.

Long Distance Information (rates below only apply to long distance calls within the 48 contiguous United States)

Interstate Long Distance Rate: 3.9 cents per minute Intrastate Long Distance Rate: 5.9 cents per minute

- ☐ Allow Calls Outside the 48 Contiguous United States (requires signed authorization)
- ☐ Alternate Long Distance Provider (requires signed authorization) Long Distance Carrier Identification Code:

Toll-Free Number Service

Toll-Free Number	Terminates To	Origination

Listing Information (White Pages and Directory Assistance only)

Name to be Listed: ☐ Maintain Existing Listing

Address to be Listed: ☐ Publish New Listing

Telephone Number to be Listed: ☐ Not Published

Name to Appear on Caller ID (limit 15 characters):

Additional Terms: Customer may upgrade the bandwidth of this Service Order to 1 x 1 Gbps at \$444.00 with
execution of a new Service Order.

Foremost Telecommunications:

Signature of Authorized Representative

Printed Name

Title

Date

Customer:

Signature of Authorized Representative

Printed Name

Title

Date

Foremost Support and Escalation

Main Numbers:

956-507-4400	(Rio Grande Valley)
469-554-4400	(Dallas)
361-929-4400	(Corpus Christi)
956-284-4400	(Laredo)
210-239-4400	(San Antonio)

Tier I

Call your preferred number listed above and follow the prompts to reach a member of the Customer Service and Support Team in order to report trouble. Please have the following information available:

- Description of the problem
- Locations affected and access hours
- Local Contacts
- Telephone numbers (wireless numbers please)

Make sure to receive a ticket reference number; this number allows us to quickly look up the progress on resolving your trouble should you call again. You can also send the above information to support@foremosttelecom.com and you will receive a ticket number via email or a return telephone call.

If this is an emergency and you do not get a quick response you can also call our emergency outage number which is 1-800-503-4672 and give the operator the above information.

Tier II

After two or more hours from initial contact, if you feel that the issue is not resolved/being resolved to your satisfaction, you may escalate the ticket to Tier II. Call the same number listed above, and after the prompt dial the extension below.

Carl Lerman
Ext 4482 or 903-219-7120 (cell)
lerman@foremost.tel

Tier III

If after four hours from initial contact, you feel that the issue is not resolved/being resolved to your satisfaction, you may escalate the ticket to Tier III.

Amandla Abdellatif
Ext 4429 or 972-998-2445 (cell)
Amandla.Abdellatif@foremost.tel

Tier IV

If after eight hours from initial contact, you feel that the issue is not resolved/being resolved to your satisfaction, you may escalate the ticket to Tier IV.

Lawrence F Halcomb
Ext 4403 or 469-270-4444 (cell)
lawrence@foremost.tel



Foremost Telecommunications began offering internet and telephone services in 2002, and has offices in Dallas, Corpus Christi, the Rio Grande Valley, and San Antonio.

Our Products Include

Telephone Lines

(Traditional and VoIP)

Fiber

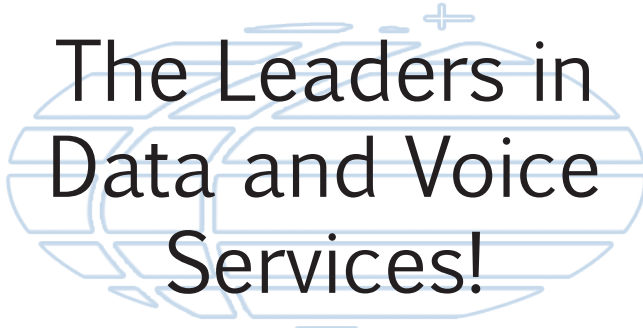
Local & Long Distance

Private Line Service and MPLS

PRI

Toll Free Service

And More!

A stylized graphic of a globe with latitude and longitude lines, rendered in a light blue color. It is positioned behind the main heading for the middle column.

The Leaders in Data and Voice Services!

We Provide Unparalleled Data and Voice Solutions for:

- Businesses of any Size-
- Schools and Government Organizations-
- Non-Profit Organizations-
- Your Business!-

Multiple Locations
Multiple Services
One Invoice
No Problems

Call Foremost at
(844) 440-4444
for a quote today!



Our Products Include

Hosted PBX

VPN Services

Collocation

Disaster Recovery

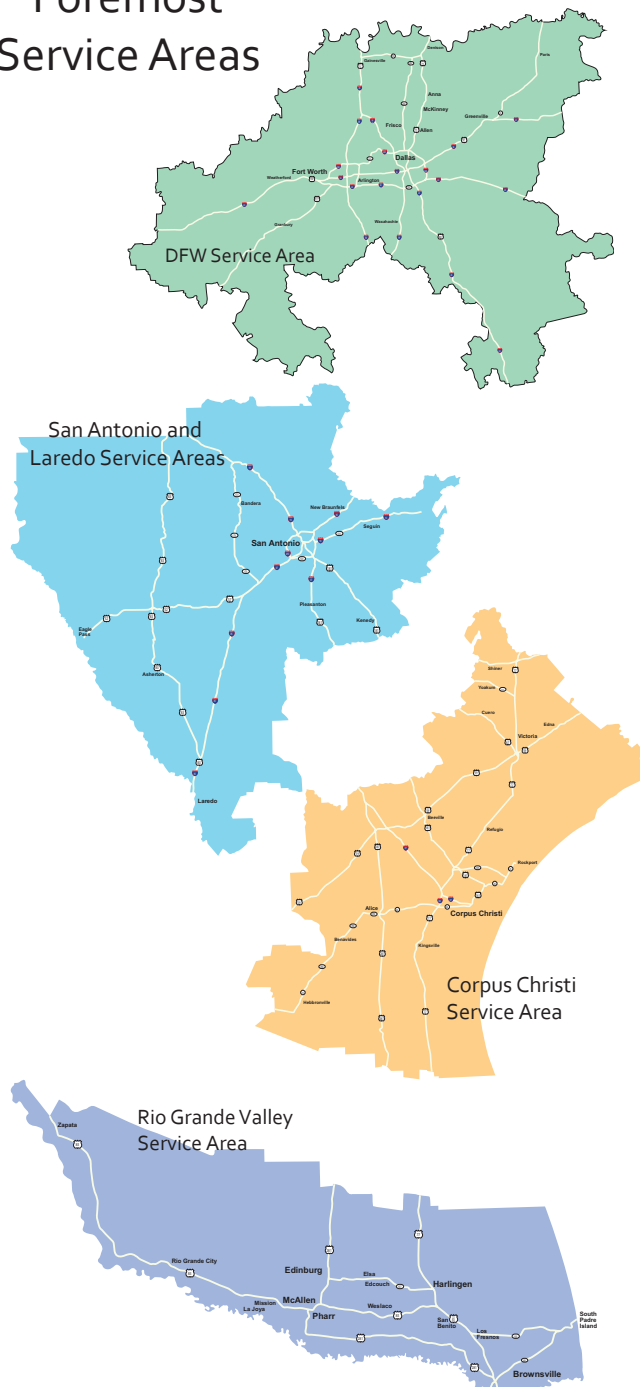
Metro Ethernet

Hosting

Managed Network

And More!

Foremost Service Areas



Foremost
Toll-Free: (855) 205-4400
Toll-Free Fax: (855) 205-4445



**Office locations all over Texas,
so we're always local!**

DALLAS/FORT WORTH

And Surrounding Areas
5757 Alpha Road, Suite 110
Dallas, Texas 75240

CORPUS CHRISTI

Alice, Beeville, Kingsville, and Victoria
606 N. Carancahua St. Suite 822
Corpus Christi, Texas 78401

RIO GRANDE VALLEY

From Brownsville to Zapata
515 E. Jackson Street
Harlingen, Texas 78550

SAN ANTONIO and LAREDO

Including Surrounding Areas
100 Taylor Street, Suite 260
San Antonio, TX 78205

We now also service
Austin, Houston, and Beaumont!



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&
Internet Services
To Help YOU Succeed!**

Foremost Telecommunications
and Cloud Services offer a
diverse array of voice and data
services to provide your
organization with the tools
necessary for success.
Ask us today how we can
provide a superior solution for
you!





*Multiple Locations.
Multiple Services.
One Invoice.
No Problems.*

OUR SERVICES INCLUDE

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(Traditional or VoIP)

Fiber

Hosted PBX

MPLS

PRI

Long Distance and Private Line
DID and Remote Branch Office Numbers

E-mail and Web Hosting

Collocation and Disaster Recovery

Managed Networks

VPN Services

And More!

*We Provide Unparalleled Data and Voice Solutions for
Businesses of any Size
Schools and Government
Non-Profit Organizations
Your Business!*



Every business has a need for quality data and voice services. Communication is critical to a business, and the ability to balance cost with utility can make or break a business. At Foremost, our speciality is helping the average business maximize the capabilities and performance of their telecommunications services without affecting their bottom line.

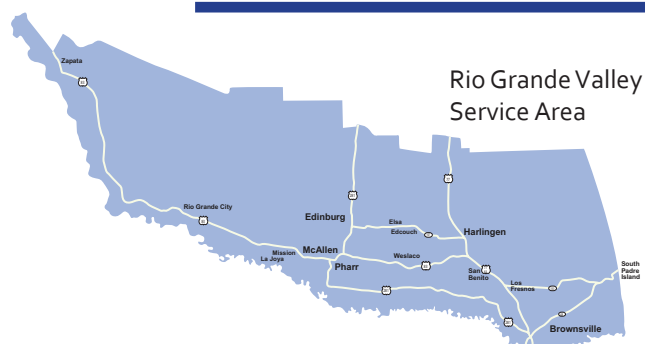
Reliable.

Effective.

Texas Based. Texas Proud.

Competitive.

Dedicated.



*Business Class
Telephone and Internet Services
To help YOU succeed!*

Contact us Today for a Consultation!

FOREMOST TELECOMMUNICATIONS
515 E. JACKSON STREET
HARLINGEN, TEXAS 78550
LOCAL: (956) 507-4014
FAX: (956) 507-4445
SALES@FOREMOST.TEL

WWW.FOREMOSTTELECOM.COM



SMARTCOM TELEPHONE, LLC

HECTOR P. GARCIA MEMORIAL LIBRARY

Form 470 Application #240001090
Internet Service

Due Date: Tuesday, December 19, 2023

SUBMITTED TO:

Hector P. Garcia Memorial Library
434 S. Ohio St.,
Mercedes, TX 78570

SUBMITTED BY:

Robert Sanchez
rsanchez@smartcomtelephone.com
Government and Education Specialist
Smartcom Telephone, LLC
600 Ash Avenue
McAllen, Texas 78501
SPIN# 143020929



Hector P. Garcia Memorial Library
Form 470 # 240001090
Internet Service

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SMARTCOMTELEPHONE, LLC.

SmartCom Telephone, LLC.
600 Ash Avenue
McAllen, TX 78501
956-687-7070

Hector P. Garcia Memorial Library
434 S. Ohio St.,
Mercedes, TX 78570

RE: Form 470 Application #240001090, Internet Service

Greetings,

SmartCom is a local company based out of McAllen, Texas. We have telecommunication facilities collocated in central offices in most Rio Grande Valley cities, including Corpus Christi and Laredo. We are fully certified as an E-Rate (USF SLD) telecommunications and Internet service provider (SPIN 143020929).

Our deep industry knowledge and vast implementation experience in South Texas positions SmartCom Telephone to confidently deliver the desired results to Hector P. Garcia Memorial Library. Having implemented some of the largest Internet Access and Data Services to Rio Grande Valley School Districts and in Laredo, TX, has propelled SmartCom to a leading local competitive provider.

In addition, SmartCom currently has direct peering arrangements with other Tier -1 IP providers at three key locations in the United States (San Jose, CA - Dallas, TX - Ashburn VA). Peering arrangements include Apple Inc., Amazon.com, Dropbox Inc., Facebook Inc., Google Inc., Microsoft, and other key networks.

Under Google Inc. peering, SmartCom Telephone maintains a dedicated private network connection to Google (AS15169), this bypasses all traditional Internet and Public Peering connections subject to congestion and latency, and this allows SmartCom to provide an improved user experience through fewer hops and reduced latency.

SmartCom has provided pricing for the **Form 470 Application #240001090** to include Internet Access services.

Please feel free to call me if you have any questions. My direct line is 956-213-1374. My fax number is 956-213-1203. You can also e-mail me at rsanchez@smartcomtelephone.com.

Robert Sanchez
K-12 Account Specialist

Applicant: HECTOR P. GARCIA MEMORIAL LIBRARY

BEN: 141661

Form 470 #: 240001090

Attachment: Internet Service Specifications

Procurement Timeline

Task	Due Date
Deadline for vendors to submit questions	7 calendar days after certification of the Form 470 (Posted date plus 7 calendar days)
Deadline for vendors to submit proposals*	28 days after Questions & Answers are posted in EPC (Q&A doc posted date plus 28 calendar days)

*Applicant may, at its sole discretion, extend the due date for the submission of proposals when it is in its best interest to do so. Such extensions shall be done via addendum posted in EPC.

Communications and Questions

All communication with the Applicant regarding this solicitation, including questions or comments, should be submitted via email to Kiel Lewis (klewis@e-ratecentral.com) AND Marisol Vidales (mvidales@cityofmercedes.com) no later than the deadline provided in the Procurement Timeline. The subject line should include the Form 470 number. Contact initiated by an Offeror concerning this solicitation with any other Applicant representative is prohibited. Unauthorized contact may result in disqualification of the Offeror from this solicitation. Answers will be posted to EPC. It is the responsibility of every Offeror to ensure they have downloaded the latest version of the Form 470 and/or 470 RFP attachments, including any addenda. Applicant reserves the right to ask clarifying questions of vendors upon review of proposals.

Proposal Instructions

Proposals must be submitted by the deadline for guaranteed consideration by the Applicant.

Proposals should be emailed to ALL the following recipients:

- Kiel Lewis (klewis@e-ratecentral.com)
- Marisol Vidales (mvidales@cityofmercedes.com)

Proposal submissions should include the following:

- Applicant name
- Form 470 number
- SPIN (Service Provider Identification Number)
- Service provider's terms and conditions

Proposals must include **all** costs associated with providing service, including but not limited to:

- monthly service fees
- managed router/modem lease fees (if required for service to function)
- one-time construction, installation, and/or connection charges
- estimated taxes, fees, and/or surcharges

Service Request

Applicant is seeking proposals for Internet Access to be delivered to the following locations:

Entity	Street Address	Bandwidth Range Requested
HECTOR P. GARCIA MEMORIAL LIBRARY	434 S OHIO ST MERCEDDES, TX 78570-3120	500 Mbps – 1 Gbps

Service Requirements

Service providers are requested to submit offers for incremental bandwidths from minimum to maximum speeds identified above. Service providers are requested to submit offers in 100 Mbps increments. All offerors should also provide the cost of IP addresses for the applicant as well as router/modem lease information.

Contract Term and Modifications

Offers of month-to-month or contracted services will be considered. Service providers submitting proposals for contracted service are requested to provide 12-month, 24-month, 36-month and 60-month pricing. **Services and contracts are expected to begin at the start of the funding year on July 1, 2024.** Contracts may include an option for annual voluntary renewals for up to 3 additional years, when agreed to in writing by both parties.

All contracts should allow for bandwidth increases throughout the term of the contract; increases in bandwidth during the contract period and/or optional renewal periods shall be considered modifications to the existing agreement, not new agreements and thus do not extend the term of the contract.

All contracts should include a provision permitting early termination of circuits, with no penalty, should a location be closed by the Applicant. Additionally, if the Applicant opens a new location, the final agreement should include a provision permitting that site to be added at the existing MRC rate for the duration of the contract, with the Applicant paying for any one-time charges associated with adding the new site to the network.

No increased pricing will be allowed during the term of the quoted special construction, NRC, and MRC rate. Service providers proposing equipment whose prices may increase depending upon new U.S. government tariffs imposed on imports are encouraged to (a) identify such products in their offers, and (b) propose an acceptable methodology for limiting price adjustments over the life of the contract. Subject to contract restrictions, services may be reevaluated for cost-effectiveness at any time during the life of the agreement including renewal periods.

Disqualifying Factors

Applicant will disqualify proposals for the following reasons:

- Unauthorized Service Provider contact with Applicant.
- Proposal does not provide definitive costs for the services requested (including recurring and/or one-time charges).
- Proposal includes generic/encyclopedic price lists and/or solution is proposed by an artificial intelligence system that does not take into consideration the specific needs of Applicant.
- Proposal submitted after the deadline.

E-rate Specific Considerations/Information

Per USAC E-rate rules, “cost of eligible services” will be the highest valued criterion in the evaluation process; however, other criteria with a lesser value may also be considered.

Service providers proposing to temporarily loan equipment for product demonstration and/or evaluation purposes are required to clearly state that such loans are of limited duration. Product demos extending beyond thirty (30) days must be explicitly authorized by both parties and provided at a fair market rate.

By submitting a proposal on the requested services herein, the vendor certifies its proposed services and/or products comply with Part 47 Section 54.9 and 54.10 of the FCC rules which prohibits the sale, provision, maintenance, modification, or other support of equipment or services provided or manufactured by Huawei, ZTE, or any other covered company posing a national security threat to the integrity of communications networks or the communications supply chain. See <https://www.usac.org/about/reports-orders/supply-chain/> for more details.

As required by Section 54.500(f) of Part 47 of the Code of Federal Regulation all bids in response to this RFP must offer the lowest corresponding price (LCP) which is defined as the lowest price that a service provider charges to nonresidential customers who are similarly situated to a particular E-rate applicant (school, library, or consortium) for similar services. See the following for more information on the requirements relating to LCP: <https://www.usac.org/e-rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/>.

Additional Considerations/Information

Applicant reserves the right to award all, part or none of the services set forth in this procurement. This procurement in no manner obligates Applicant until a valid signed contract and/or valid Purchase Order is executed.

Applicant may in its sole discretion extend the time for the submission of proposals upon a finding that it is in the interest of Applicant to do so. Such extensions shall be by addendum(s), which may be issued before the submission due date.

After final contract is negotiated, approved, and awarded, all proposal documents pertaining to this procurement will be open to the public, except for material which is proprietary or confidential. Applicant will not make public any pages of a proposal on which the Offeror has stamped or imprinted "Proprietary" or "Confidential" subject to the following requirements. Proprietary or confidential data shall be readily separable from the proposal to facilitate eventual public inspection of the non-confidential portion of the proposal. The price of products offered, or the cost of services proposed shall not be designated as proprietary or confidential information.

By submitting a proposal, the Offeror certifies that no relationship exists between the Offeror and Applicant that interferes with fair competition or is a conflict of interest; and no relationship exists between such propose and another person or firm that constitutes a conflict of interest that is adverse to Applicant.

2023_Dr. Hector P. Garcia Memorial Library_Cat1 - #240001090

Summary Generated Documents News Related Actions

Please note: The following fields pull the most current data from the Contact User Profile and Applicant Entity Profile: Recipient(s) of Service, Contact Name, and Contact Phone Number. If you would like to review this FCC Form 470 with the data that was present upon certification, please navigate to the Generated Documents related dashboard on the left-hand side and click the Original Version document link.

Application Information

Nickname	2023_Dr. Hector P. Garcia Memorial Library_Cat1	Created Date	9/15/2023 3:44 PM CDT
Application Number	240001090	Created By	Kiel Lewis
Funding Year	2024	Certified Date	11/13/2023 11:40 AM CST
Status	Certified	Certified By	mvidales@cityofmercedes.com
Allowable Contract Date	12/11/2023	Last Modified Date	11/13/2023 11:40 AM CST
		Last Modified By	mvidales@cityofmercedes.com

Billed Entity Information

Name	HECTOR P. GARCIA MEMORIAL LIBRARY	Billed Entity Number (BEN)	141661
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Application Type and Recipients of Service

Applicant Type	Library	Number of Eligible Entities	1
Recipient(s) of Service	<input type="checkbox"/> Public Library		
	<input type="checkbox"/> Main Branch		

Contact Information

Name	Marisol Vidales	Phone Number	956-565-2371
Email	mvidales@cityofmercedes.com		

Services Requested

Category 1: Data Transmission and/or Internet Access

Type	Function	Function Other Description	Number Entities	Quantity	Unit	Min Capacity	Max Capacity	Installation and Initial Configuration?	Associated RFP
Data Transmission and/or Internet Access	Internet Access and Data Transmission Service		1	1	Each	500 Mbps	1 Gbps	Yes	View RFP Documents

Category One Narrative

Hector. P. Garcia Memorial Library is requesting quotes for Internet Access to serve patrons. The Library is requesting proposals from 500 Mbps up to 1 Gbps. Service providers and/or vendors submitting proposals are requested to provide pricing for an optional leased managed router and to provide incremental pricing for month to month service as well as 12-month, 24-month, 36-month, and 60-month contracted terms. See the attached service specifications for the timeline, directions for submitting questions and proposals, and other details.

There are no Services Requested For Category 2

Installment Payments

Min Number Years	1	Payment Type	Monthly
Max Number Years	4		

Technical Contact Information

Name	Michael Rocha	Phone Number	956-565-3114
Title	IT Specialist	Email	mrocha@cityofmercedes.com

State or Local Procurement Requirements

Proposals or information requests should reference this Form 470 number and should be emailed to (a) the applicant contact, (b) the technical contact (if include on the Form 470), and (c) E-Rate Central. Subject to contract restrictions, services may be reevaluated for cost-effectiveness any time during the year. The State of Texas DIR contract pricing may be considered for this proposal. Proposals for services requested, therefore, will be accepted up to 28 days after the posting of next year's Form 470 or the posted proposal closing date as listed in any attached RFP document, whichever is later. As required by E-rate rules, all proposals in response to this Form 470

must offer the Lowest Corresponding Price ("LCP") see <https://www.usac.org/e-rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/>. Service providers or vendors proposing equipment whose prices may increase depending upon new U.S. government tariffs imposed on foreign imports are encouraged to (a) identify such products in their proposals, and (b) propose an acceptable methodology for limiting price adjustments over the life of the contract. Service providers or vendors proposing to temporarily loan equipment for product demonstration and/or evaluation purposes are required to clearly state that such loans are of limited duration. Product demos extending beyond thirty (30) days must be explicitly authorized by both parties and provided at a fair market rate. By submitting a proposal on the requested services herein, the vendor certifies its proposed services and/or products are in compliance with Part 47 Section 54.9 and 54.10 of the FCC rules which prohibits the sale, provision, maintenance, modification, or other support of equipment or services provided or manufactured by Huawei, ZTE, or any other covered company posing a national security threat to the integrity of communications networks or the communications supply chain. See <https://www.usac.org/about/reports-orders/supply-chain/> for more details.

Applicant: HECTOR P. GARCIA MEMORIAL LIBRARY
BEN: 141661
Form 470 #: 240001090
Attachment: Question and Answer RFP Addendum

No vendor questions were received.

The deadline to submit proposals in response to Form 470 #240001090 is 28 days from the date this addendum was posted: December 19th, 2023.

Dedicated Internet Access Services and Term	Qty	Unit Cost Monthly	Installation One Time Cost	Total MRC	Notes	
12 Month Term						
Dedicated Internet Access 500 Mbps	1	\$549.00	\$0.00	\$549.00	Annual voluntary extension - Three (3) twelve (12) Month Terms. Customer may increase bandwidth throughout the term of the contract.	
Dedicated Internet Access 600 Mbps	1	\$589.00	\$0.00	\$589.00		
Dedicated Internet Access 700 Mbps	1	\$629.00	\$0.00	\$629.00		
Dedicated Internet Access 800 Mbps	1	\$669.00	\$0.00	\$669.00		
Dedicated Internet Access 900 Mbps	1	\$709.00	\$0.00	\$709.00		
Dedicated Internet Access 1 Gbps	1	\$749.00	\$0.00	\$749.00		
24 Month Term						
Dedicated Internet Access 500 Mbps	1	\$499.00	\$0.00	\$499.00		
Dedicated Internet Access 600 Mbps	1	\$539.00	\$0.00	\$539.00		
Dedicated Internet Access 700 Mbps	1	\$579.00	\$0.00	\$579.00		
Dedicated Internet Access 800 Mbps	1	\$619.00	\$0.00	\$619.00		
Dedicated Internet Access 900 Mbps	1	\$659.00	\$0.00	\$659.00		
Dedicated Internet Access 1 Gbps	1	\$699.00	\$0.00	\$699.00		
36 Month Term						
Dedicated Internet Access 500 Mbps	1	\$449.00	\$0.00	\$449.00		
Dedicated Internet Access 600 Mbps	1	\$489.00	\$0.00	\$489.00		
Dedicated Internet Access 700 Mbps	1	\$529.00	\$0.00	\$529.00		
Dedicated Internet Access 800 Mbps	1	\$569.00	\$0.00	\$569.00		
Dedicated Internet Access 900 Mbps	1	\$609.00	\$0.00	\$609.00		
Dedicated Internet Access 1 Gbps	1	\$649.00	\$0.00	\$649.00		
60 Month Term						
Dedicated Internet Access 500 Mbps	1	\$399.00	\$0.00	\$399.00		
Dedicated Internet Access 600 Mbps	1	\$439.00	\$0.00	\$439.00		
Dedicated Internet Access 700 Mbps	1	\$479.00	\$0.00	\$479.00		
Dedicated Internet Access 800 Mbps	1	\$519.00	\$0.00	\$519.00		
Dedicated Internet Access 900 Mbps	1	\$559.00	\$0.00	\$559.00		
Dedicated Internet Access 1 Gbps	1	\$599.00	\$0.00	\$599.00		
Pricing includes a /29 with 5 usable Static Public IP addresses. Modem/router is included if required.						
Total MRC above is all inclusive. There are no other fees associated with the requested service.						
Smartcom gear will require a 1U rack space and 110AC power source. Environment temperature will need to be to standards for network equipment. District/Library will be responsible for fiber patch cable to connect to Smartcom gear.						

Greetings,

Please allow this letter to serve as an introduction to our company. SmartCom Telephone is a leader in internet, data and telephone services in South Texas. Since we do very little advertising, we jokingly refer to ourselves as the best kept secret in service providers! However, our customers have a tendency to not keep it secret when they tell others of the level of service they are enjoying with us! We think you'll find that we have very satisfied customers here in South Texas. Some of our clients include:

Rio Grande Valley Municipal Governments:

City of McAllen	Telephone and Internet Access Services (all city departments)
City of Harlingen	Telephone, Internet and Data Services (all city departments)
City of Pharr	Telephone, Internet and Data Services (all city departments)
City of Brownsville	Telephone Services (Public Utilities, Housing Authority)
City of Palmview	Internet Services (all city departments)
City of Alton	Telephone and Internet Services (all city departments)
City of Mission	Internet Services
City of Weslaco	Internet and Data Services (all city departments)
City of Edinburg	Telephone and Internet Access and Data Services (City Wide)
City of San Juan	Telephone and Data Services (City Wide)

Public School Districts & Public Libraries: (E-RATE)

Alice ISD	Data Services (District Wide)
Beeville ISD	Data Services (District Wide)
Brooks ISD	Data Services (District Wide)
Brownsville ISD	Internet and Data Services (District Wide)
Brownsville Public Library	Internet Access Services
Donna ISD	Telephone, Internet Access and Data Services (District Wide)
Dustin Michael Sekula Memorial Library	Telephone and Internet Services
Edcouch-Elsa ISD	Telephone, Internet Access Services
Edinburg CISD	Internet and Data Services (District Wide)
Harlingen ISD	Internet Access and Data Services
Hector P. Garcia Memorial Library	Internet Services
Hidalgo ISD	Telephone, Internet and Data Services (District Wide)
Hidalgo Public Library	Telephone and Internet Access Services
Horizon Montessori	Internet Access
La Feria ISD	Telephone, Internet Access and Data Services (District Wide)
La Joya ISD	Telephone (SIP), Internet Access and Data Services (District Wide)
Laredo ISD	Internet and Dark Fiber Services
Laredo United	Internet Access and Data Services (District Wide)
Los Fresnos ISD	Telephone, Internet Access and Data Services (District Wide)
Mathis ISD	Data Services
McAllen ISD	Internet Access
Mercedes ISD	Internet Access and Data Services
Mid Valley Academy and Gateway Academy	Internet Access and Data Services
Mission CISD	Internet Access Telephone and Data Services (District Wide)
Monte Alto ISD	Telephone, Internet Access Services
Pharr Memorial Library	Telephone, Internet Access and Data Services
Pharr-San Juan-Alamo ISD	Internet Access and Data Services
Port Isabel ISD	Telephone, Internet Access and Data Services (District Wide)
Premont ISD	Data Services (District Wide)

Region One Service Center	Telephone Services and Internet Access Services
Rio Grande City CISD	Internet Access and Data Services (District Wide)
Rio Hondo ISD	Telephone, Internet and Data Services (District Wide)
San Benito ISD	Telephone, Internet and Data Services (District Wide)
Santa Getrudis ISD	Internet Access Services and Data Services (District Wide)
San Maria ISD	Telephone, Internet Access Services
Sergeant Fernando De La Rosa Memorial Library	Internet Services
Sharyland ISD	Telephone, Internet Access and Data Services (District Wide)
South Texas ISD	Telephone, Internet Access and Data Services (District Wide)
Tuloso-Midway ISD	Internet Access
Valley View ISD	Internet Access and Data Services (District Wide)
Vanguard Academy	Internet Access and Telephone Services
Webb CISD	Telephone, Internet Access and Data Services
Weslaco ISD	Internet Access and Telephone Services

Higher Education:

UTRGV	Telephone and Data Services
Texas A&M	Telephone and Internet Access Services
South Texas College	Telephone, Internet Access and Data Services

Even with this short list, you can see that we have a wide variety of customers both in size and type. I would be happy to provide you with contact names and telephone numbers for any or all of these customers. We would love to add your organization to our list of satisfied customers. If you are an E-Rate-eligible entity, SmartCom is fully certified as an E-Rate (USF SLD) telecommunications and Internet service provider (**SPIN 143020929**).

Services:

Primary Rate Interface (PRI) – High Capacity Voice Service
SIP Trunking (Voice)
Basic Telephone Services (“POTS”)
Long Distance Telephone Services
MPLS Data Transport
Broadband Internet Services Transport (DS1, DS3, Fiber Based 1Gb, 10Gb, 20Gb)
PBX – PBX VoIP – Hosted VoIP – Hosted On Premise VoIP solutions

SmartCom is a local company based in McAllen, Texas. We have telecommunication facilities collocated in central offices in most Valley cities, including Laredo and Corpus Christi. We operate our own fiber-based interconnection between these facilities. In addition, we purchase redundant transport from local and other carriers to provide a more cost-effective solution to our customers. We provide our own call routing using state-of-the-art Taqua Class 5 switching systems, wholly owned by SmartCom.

As you can tell, we get excited when we get to show people what we can do. Moreover, we like showing customers that they do have a choice in who provides their telephone, Internet Access and Data Transport services. We think our customers have made the **Smart** choice. We hope you do too!

Best regards,
SmartCom Telephone, LLC

VENDOR PROFILE:

SmartCom Telephone, LLC has been in business for 24+ years. We are a local company based in McAllen, Texas. We have telecommunication facilities collocated in central offices in most Valley cities, including Laredo and Corpus Christi. Our customer service and billing offices are also located in McAllen, Texas. SmartCom currently employs 65+ staff members, eight of them which are assigned to customer services.

SmartCom currently provides services to Government Facilities, Public Libraries, School Districts, Cities, Colleges and Universities and other business accounts across South Texas. Service offering includes Telephone, Hosted VoIP, High Speed circuits (T-1s, PRIs, SIP Trunks, DS3s, Smart Fiber Circuits 1Gbps-100Gbps, etc.) See some of SmartCom's Customer List included in this document.

SmartCom Telephone, LLC is certified by the Texas Public Utility Commission as a Competitive Local Exchange Carrier and was issued a Service Provider Certificate of Authority # 60229 on February 19, 1999. SmartCom is fully certified as an E-Rate (USF SLD) telecommunications and Internet service provider (SPIN 143020929). SmartCom employees have over twenty (20) years of E-rate experience.

Our network is monitored 24 hours a day by both personnel on-site as well as remote notification to key personnel in the event of network alarms. Average response time during working hours for customer inquiries by phone is less than 3 minutes. E-mail is generally within one hour. SmartCom services level agreement response time onsite is within four (4) hours. SmartCom response time onsite is within four (4) hours for critical systems regardless of extended hours. Non-critical systems, SmartCom response time is within four (4) hours next business day.

Accomplishments:

SmartCom has partnered with the Region One Education Service Center to create One Regional Interconnected Optical Network (ORION). This network serves 34 school districts and 2 municipal libraries. The partnership allowed for the creation of a resilient network that provides its customers optimal uptime and high-speed internet connections. In addition to providing dedicated internet access to all the ORION members, SmartCom also offers WAN connectivity to each of the ORION members within their organizations. Leveraging the power of this partnership, SmartCom also provides DDoS Mitigation services to the consortium members as well as other SmartCom customers. This provides a level of security that our customers appreciate and need.

Our services span K12, Higher Education, municipalities, health service providers, and local businesses. SmartCom is a proud provider of services to Federal, State and Local Government agencies. We are a trusted partner for these entities.

Offerings:

In addition to our Dedicated Internet Access and WAN connectivity offerings, SmartCom is in the early deployment stages of a Gigabit Passive Optical Network ("GPON") and XGS-PON in Hidalgo County. This will allow for direct fiber service to the home and business ("FTTX") in some areas. This method allows for significantly higher bandwidth than is currently available to users in the Valley area. This is the same technology used for AT&T's Internet and Verizon's "FIOS" services.

SmartCom has adopted the Gigabit Passive Optical Network (GPON) and XGS-PON as our delivery method for Fiber to the Home and Business (FTTX). We are currently serving the following communities in the Rio Grande Valley with FTTH: Granjeno, Progreso, Arroyo City, Bruni, Palmhurst, and Lopeno. These are areas that have been historically unserved or underserved.

SmartCom Additional Information

- SmartCom's Local Network Infrastructure.

Internet Access side:

SmartCom currently has direct peering arrangements with other Tier -1 IP providers at three key locations in the United States (Dallas, TX - Ashburn VA) . Peering arrangements include Apple Inc., Amazon.com, Dropbox Inc., Facebook Inc., Google Inc., Microsoft, and other key networks. SmartCom peering arrangements combined with its extensive metro footprint in South Texas can deliver high-bandwidth solutions with minimal hops and great performance.

Network side:

All SmartCom Central Office equipment includes redundant power supplies plus cold spares for quick replacement. All services run on redundant -48vDC power plants that are backed up by fully auto-takeover diesel generators. Run time on batteries alone is over 8 hours. All equipment utilized is carrier grade and fully NEBS Level 3 compliant.

- SmartCom redundancy of local network infrastructure,

SmartCom Central offices:

SmartCom has fiber-based interconnection throughout South Teas. All services run on redundant -48vDC power plants that are backed up by fully auto-takeover diesel generators. All equipment utilized is carrier grade and fully NEBS Level 3 compliant.

Smartcom Network Hardware:

Beyond the built-in resiliency stated on section above, SmartCom engineers' fiber resources in rights-of-way throughout WAN infrastructures for quick switchover in case of a fiber break/cut. All SmartCom Central Office equipment includes redundant power supplies plus cold spares for quick replacement.

SmartCom Fiber Network Infrastructure:

SmartCom fiber network infrastructure in composed of multiple diverse fiber ring backbones protecting traffic between SmartCom POP/COs. All diverse aspect of Smartcom' s fiber is protected against downtime reconnecting under 50ms.

- Disaster planning.

SmartCom Telephone actively and passively monitors all connections for both connectivity and communications. On-duty network operations staff are given both visual and audible notification of alarm events. Additionally, broadcast notifications via both e-mail and SMS messaging are sent to both on-duty and on-call personnel 24-hours a day. Pro-active testing is commenced on any circuit that is down for more than 5 minutes or has had multiple outages within a given period. The customer is then contacted and notified of our findings, if customer submits a list of contact names, telephone numbers and email address. Appropriate corrective measures are taken after that point if needed.

In case of disaster SmartCom also employees 100% of its Outside Plant personnel not having to schedule contractors to prioritize work schedules. Because of this, SmartCom can leverage recovery schedules.

In addition to SmartCom's proactive monitoring of our Internal Data circuits and bandwidth utilization reporting, SmartCom provides an online account portal for customers to monitor 24x7 bandwidth utilization for all sites. SmartCom can also provide a 24x7 e-mail notification in the event of any lost connectivity through premise-based equipment.

- **Administrative Services**

SmartCom employees over 65 staff members.

- **Engineering (network design) capabilities.**

Smartcom has engineered and designed some of the most complex and large project in South Texas. As mentioned on the Executive Summary, SmartCom has constructed over 1100 miles of fiber services in South Texas providing services to Government, Public Sector and commercial accounts.

SmartCom staff include Network Engineers, CAD Engineers, on Staff Outside Plant Manager, Fiber Design Engineers, including an RCDD certified peroneal on staff.

- **Network monitoring, trouble resolution escalation procedures, trouble ticketing systems, and average response time to customer inquiries via (1) phone, and (2) electronic mail**

SmartCom Telephone actively and passively monitors all connections for both connectivity and communications. On-duty network operations staff are given both visual and audible notification of alarm events. Additionally, broadcast notifications via both e-mail and SMS messaging are sent to both on-duty and on-call personnel 24-hours a day. Pro-active testing is commenced on any circuit that is down for more than 5 minutes or has had multiple outages within a given period. The customer is then contacted and notified of our findings, if customer submits a list of contact names, telephone numbers and email address. Appropriate corrective measures are taken after that point if needed.

SmartCom Telephone, LLC provides 24/7 support for all customers with on call Techs available 24/7 as presented on our Service Level Agreement (SLA). Up on a services request, support will generate a ticket describing the problem. Depending on the problem, support will direct the ticket to a Tech Specialist that can provide the quickest resolution. If the issue is beyond SmartCom services, SmartCom will make every effort assist Customer to find a resolution.

Response to customer inquiries via phone is immediate. Electronic e-mail response will also be immediate after creating the support ticket and entered into the system. SmartCom will assume that electronic mail is of lower priority and a response to customer will be within two (2) business hour. At any time, customer can escalate if contact is not made within the allotted time. Escalation contacts are listed below).

If service has not been restored in a timely manner, or the Customer does not feel that adequate attention has been allocated; the Customer can escalate the trouble resolution by request. The contact list for escalation is as follows:

Level 1: SmartCom Support Team at 1-888-302-1125 or 956-213-2040
e-mail to repairs@smartcomtelephone.com

Level 2: Howard Hawbaker (Phone & Transport Services)

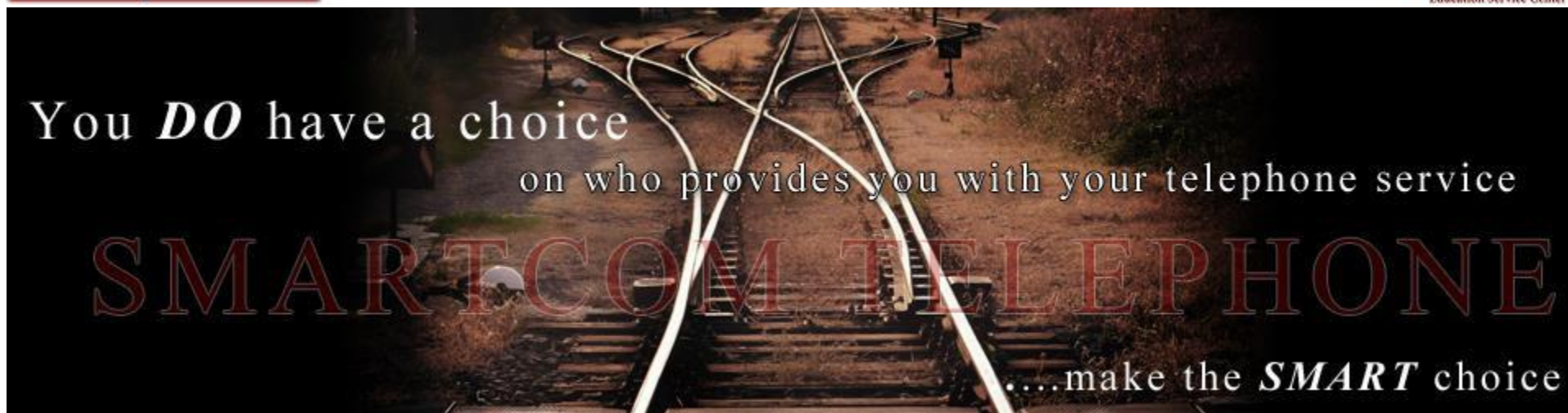
Level 3: Steve Moghadam (IP Network & Transport services)

Level 4: Alan Yoder, President

The System routine maintenance ("Scheduled Maintenance") will be performed by or under Contractor's direction and at Contractor's reasonable discretion. Scheduled Maintenance under the Project will begin on the Service Commencement Date. Scheduled Maintenance will only include the following activities:

- (a) Patrolling the route on a regularly scheduled basis; and
- (b) Complying with applicable "call before you dig" requirements along the route.

System maintenance and repair that is not included as Scheduled Maintenance ("Unscheduled Maintenance") will be performed at SmartCom's direction. Unscheduled Maintenance will begin on the Service Commencement Date. Smartcom will use commercially reasonable efforts in performing Unscheduled Maintenance to avoid or minimize, to the greatest extent possible, any interruption or disruption of District's business conducted through the System.



State & Local Government

K-12 Public Sector

Voice & Data - SmartCom Telephone offers plans that include both Voice and Data services. Help your growing organization save money when you combine these services.

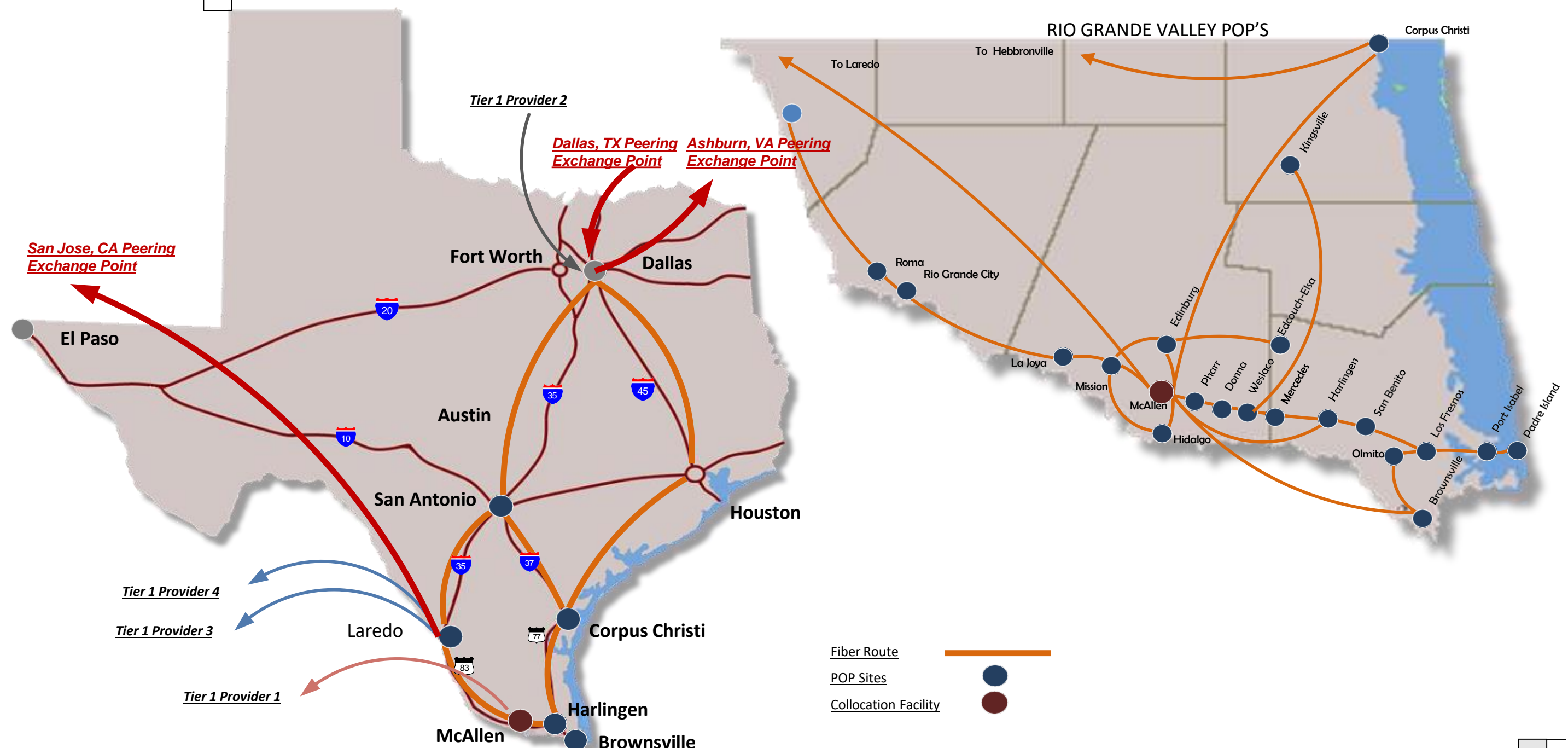
PRI Services - Does your organization need more than just a few phone lines and the ability to direct dial a department? SmartCom Telephone can help! We can install PRI(s) for your organization and not only save you money but make calling easier and more efficient! Find out what SmartCom can do for you.

Internet Access & Transport Services - SmartCom Telephone provides Internet Access & transport data plans for the organizations that need more than just telephone lines. With our Internet Access & transport data plans, you can get your organization online at high speed services. Internet Access & Transport services at competitive rates!



Telecommunications	Internet Access & Transport Services	Networking
PRI or SIP Trunking Services	Internet Access	Data Cabling infrastructure
Basic Telephone Services	Transport to ESC1 for Internet Access	Network Hardware Infrastructure
Long Distance Services	Point to Point T-1	Data Center Infrastructure, Collocation Services
Extended Local Calling	MPLS VPN	Storage - SAN, NAS
PBX – VoIP, Hosted VoIP, Hosted On-Premise VoIP	High Speed Digital Transmission (DS3, OC3, Fiber)	Top of Rack Network Infrastructure

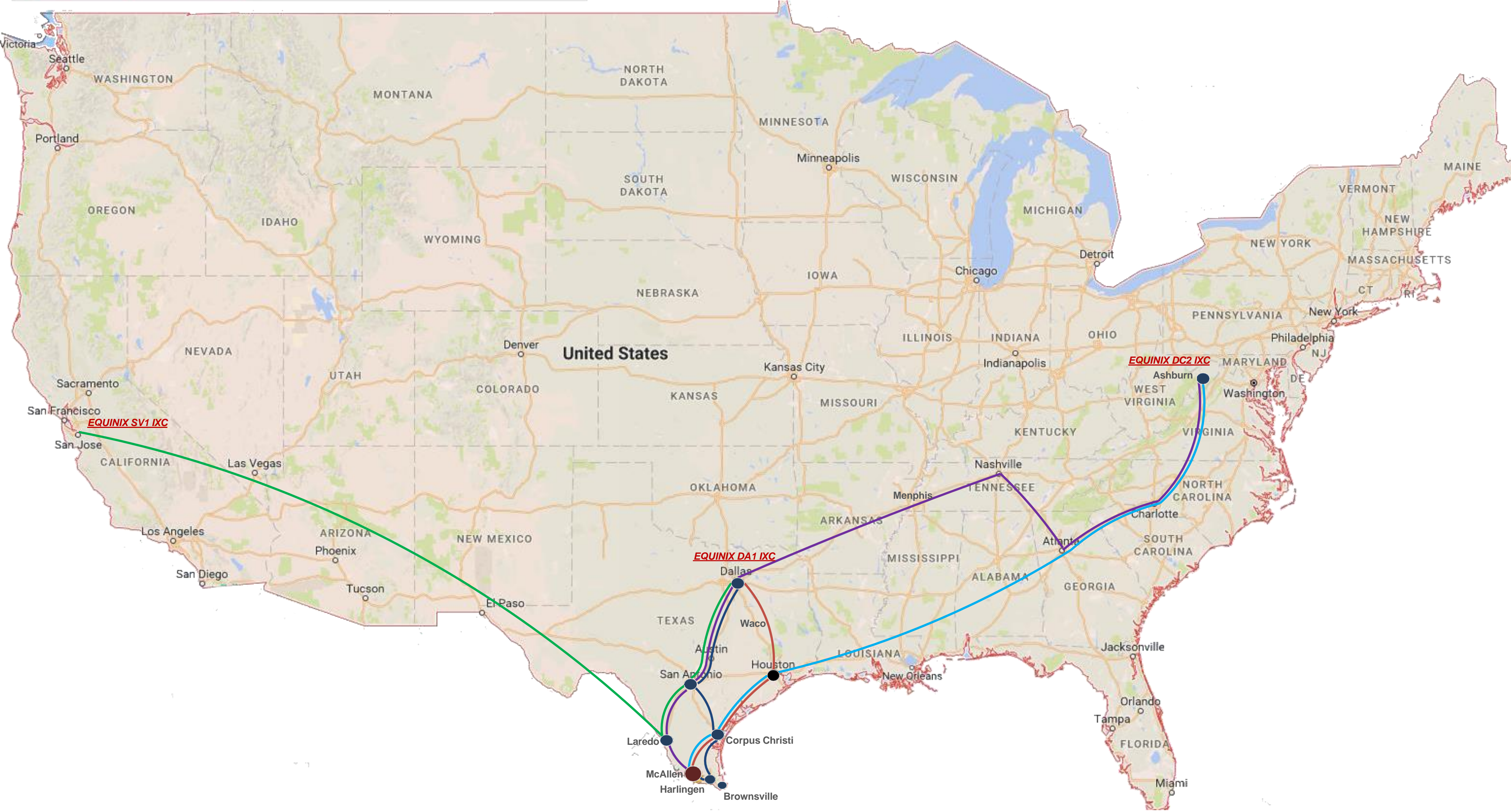




- 24x7 Network Monitoring
- 24x7 Ticketing System and Phone Support
- Quad-homed Tier-1 connections
- Redundant 100 GigE connections

- Redundant Fiber Connectivity scalable to OC-192
- Multi-Redundant Core Routing
- Redundant UPS and redundant diesel generator backup
- Access controlled facility

- Digital video monitoring and recording
- Collocation facilities
- IPv6 Ready Network



Smartcom Telephone POP/Colocation Sites					
Equinix Dallas DA1	Equinix Ashburn DC2	Equinix San Jose SV1			
Dallas TX 75207	Ashburn VA 20147	San Jose CA 95119			
Smartcom NOC	MDC	Smartcom POP	Smartcom POP	Smartcom POP	Smartcom POP
McAllen, TX 78501	McAllen, TX 78501	Harlingen, TX 78550	Laredo, TX 78040	Corpus Christi, TX 78476	San Antonio, TX 78205
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ENVIRONMENTALLY SENSITIVE EFFORTS

SmartCom makes every effort to provide an environment to allow employees to participate in environmentally conscious projects. We as a company recycle paper, batteries, and metal products. We stand strong in our commitment to Reuse, Recycle, and Reduce resources. To the extent possible, our suppliers have started committing themselves to limit their environmental impact. We have almost entirely removed paper-based billing. We have provided technicians with devices to allow for paperless transactions. We will continue to research and improve our efforts in this area as our industry changes.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2023-1094224

Date Filed:
11/14/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Smartcom Telephone, LLC.
McAllen, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hector P. Garcia Memorial Library

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Form 470 #240001090
Internet Access Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Yoder, Alan	McAllen, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Alan Yoder, and my date of birth is 08/21/61.

My address is 600 Ash Avenue, McAllen, TX, 78501, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Hidalgo County, State of Texas, on the 13th day of December, 2023.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

N/A

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7


Signature of vendor doing business with the governmental entity

12/13/2023

Date

References Attachment:

School District	Contact Person	Phone Number	Address	E-Mail Address
Dustin Michael Sekula Memorial Library	Leticia Leija, Library Director	956-383-6246	1906 S Closner Blvd, Edinburg, TX 78539	Letty@edinburg.lib.tx.us
Sergeant Fernando de la Rosa Memorial Library	Laura Solis, Library Director	956-787-6160	416 N Tower Rd, Alamo, TX 78516	Isolis@alamotexas.org
Sharyland ISD	David Culberson, Technology Director	956-584-6410	1200 N Shary Rd, Mission, TX 78572	dculberson@sharylandisd.org

Proposal: Form 470 Application #240001090

Company: Smartcom Telephone, LLC.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/14/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Shepard Insurance Group 5801 N 10th St Suite 600 McAllen TX 78504		CONTACT NAME: Yolanda Alonzo PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: Yolanda.Alonzo@relationinsurance.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Hartford Lloyds	
		INSURER B: Travelers Indemnity Company of America	
		INSURER C: Texas Mutual Insurance Company	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 23/24 Simple**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			65SBMTA1910	02/24/2023	02/24/2024	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000				
			MED EXP (Any one person) \$ 10,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2000000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			BA-4W564323	02/24/2023	02/24/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO		BODILY INJURY (Per person) \$				
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		BODILY INJURY (Per accident) \$				
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/>		PROPERTY DAMAGE (Per accident) \$				
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			65SBMTA1910	02/24/2023	02/24/2024	EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB		AGGREGATE \$ 10,000,000				
	<input type="checkbox"/> CLAIMS-MADE		\$				
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			0001219512	01/01/2023	01/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$ 1000000
	If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				E.L. DISEASE - EA EMPLOYEE \$ 1000000
							E.L. DISEASE - POLICY LIMIT \$ 1000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**Hector P. Garcia Memorial Library
434 S. Ohio St.

Mercedes

TX 78570

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**PROPOSAL ACCEPTANCE AND AGREEMENT SIGNED ON _____ (“Agreement”) FOR
SERVICES AND/OR PRODUCTS SUBJECT TO UNIVERSAL SERVICES (“E-RATE”) FUNDING**

This Attachment ("Attachment"), entered into by Smartcom Telephone, LLC. ("Smartcom") and _____ ("Customer") and effective as of the date last signed below ("Effective Date"), is an attachment to the Agreement. This Attachment shall have the same term as the Agreement. If there are any inconsistencies between the Agreement and this Attachment with respect to the Service for which E-rate funding is sought, the terms and conditions of this Attachment shall control.

TERMS AND CONDITIONS APPLICABLE TO E-RATE FUNDED PRODUCTS AND SERVICES

Customer may seek funding through the Federal Universal Service Fund program known as "E-Rate" for some or all of the Services or Service Components purchased under the Agreement. E-Rate is administered by the Schools and Libraries Division ("SLD") of the Universal Service Fund Administrative Company ("USAC") (Sometimes collectively or individually referred to herein as "USAC/SLD"). The Federal Communications Commission ("FCC") has promulgated regulations that govern the participation in the E-Rate program. Both Parties agree to adhere to FCC regulations as well as the rules established by SLD and USAC regarding participation in the E-Rate program. The Parties further agree:

1. Reimbursement of USAC/SLD. If USAC/SLD seeks reimbursement from SMARTCOM of E-Rate funds as a result of Customer's failure to comply with the E-Rate rules or regulations, including Customer delays in submitting required forms or contracts; or, if USAC/SLD determines that Services which it had previously approved for discounts are not eligible and funds must be returned (a "ComAd") (other than as the result of SMARTCOM's failure to comply with the E-Rate requirements), then Customer shall reimburse SMARTCOM for any such funds SMARTCOM must return to USAC/SLD within ninety (90) days of notice from USAC/SLD seeking reimbursement. In addition, Customer agrees and acknowledges that a determination of ineligibility does not affect the obligations set forth in the Agreement, including those obligations related to payments and early termination fees.
2. Eligibility of Products and Services. The eligibility or ineligibility of products or services for E-Rate funding is solely the responsibility of the USAC/SLD and/or the FCC. SMARTCOM makes no representations or warranties regarding such eligibility.
3. Service Substitutions. Customer acknowledges that USAC/SLD funding commitments are based upon the products, services and locations set forth in the Form 471 and that any modification to the products and services and/or the locations at which the products or services are to be installed and/or provided, requires Customer to file a service substitution with USAC/SLD, seeking permission to receive alternative service or receive the service to an alternative location. If Customer intends to make any such service substitutions, then Customer agrees to pursue them, and file any and all requisite documentation, diligently. SMARTCOM will provide Services and Service Components only as approved by the SLD and may suspend activities pending approval of service substitution requests.
4. Requested Information. If requested, Customer will promptly provide SMARTCOM with final copies of the following E-Rate-related materials (including all attachments) prepared by or for Customer: (i) Form 471 and Item 21 Attachment; if appropriate, (ii) Form 486; (iii) Form 500; (iv) Service Substitution Request; (v) Service Certification Form; and, (vi) Form 472-BEAR. If the Customer issues purchase orders, Customer shall clearly delineate between eligible and non-eligible Services on those orders.
5. Representations, Warranties and Indemnities. Each Party represents and warrants that it has and will comply with all laws and the requirements applicable to the E-Rate Program. In addition to any indemnification obligations set forth in the Agreement and to the extent permitted by law, each Party agrees to indemnify and hold harmless the other Party (its employees, officers, directors and agents, and its parents and affiliates under common control) from and against all third party claims (including FCC or USAC/SLD claims) and related loss, liability, damage and expense (including reasonable attorney's fees) arising out of the indemnifying Party's violation of the E-Rate Requirements or breach of the representations, warranties, and terms contained in this Attachment.

6. Non-Appropriations. By executing the Agreement, Customer warrants that Customer has funds appropriated and available to pay all amounts due hereunder through the end of Customer's current fiscal period. Customer further agrees to request all appropriations and funding necessary to pay for the Services for each subsequent fiscal period through the end of the Agreement Term. In the event Customer is unable to obtain the necessary appropriations or funding for the Services provided under this Attachment, Customer may terminate the Services without liability for the termination charges upon the following conditions: (i) Customer has taken all actions necessary to obtain adequate appropriations or funding; (ii) despite Customer's best efforts funds have not been appropriated and are otherwise unavailable to pay for the Services; and (iii) Customer has negotiated in good faith with SMARTCOM to develop revised terms, an alternative payment schedule or a new agreement to accommodate Customer's budget. Customer must provide SMARTCOM thirty (30) days' written notice of its intent to terminate the Services. Termination of the Services for failure to obtain necessary appropriations or funding shall be effective as of the last day for which funds were appropriated or otherwise made available. If Customer terminates the Services under this Attachment, Customer agrees as follows: (i) it will pay all amounts due for Services incurred through date of termination, and reimburse all unrecovered non-recurring charges; and (ii) it will not contract with any other provider for the same or substantially similar services or equipment for a period equal to the original Agreement Term.

Customer Must Choose A or B

A.) ☐ [OPTION "A" IS AVAILABLE FOR NEW OR EXISTING SERVICES]

CUSTOMER DIRECTS SMARTCOM TO COMMENCE OR CONTINUE SERVICES EVEN IF FUNDING COMMITMENT DECISION LETTER ("FCDL") HAS NOT BEEN RECEIVED FROM USAC/SLD. CUSTOMER ACKNOWLEDGES ITS OBLIGATION TO PAY FOR THE SERVICE IF FUNDING IS DENIED OR USAC/SLD COMMITMENT IS NOT RECEIVED.

1. Scope: Customer desires that Services commence on or about insert date. Customer intends to seek funding from the USAC/SLD, but acknowledges that it may not receive an FCDL prior to this date and that it is possible that USAC/SLD may not approve funding or may delay its decision.

2. Funding Denial Agreement Termination: CUSTOMER ACKNOWLEDGES THAT THERE IS NO RIGHT TO TERMINATE THE SERVICES OR SERVICE COMPONENTS MADE THE BASIS OF THIS ATTACHMENT IF E-RATE FUNDING IS DELAYED OR DENIED.

Customer should refer to the E-Rate Rules and Regulations regarding USAC/SLD payments for eligible services delivered after the beginning of the E-Rate year (July 1st) but before receipt of an FCDL.

B.) ☐ [OPTION "B" IS APPROPRIATE FOR NEW SERVICES]

SERVICES WILL NOT COMMENCE AND/OR EQUIPMENT WILL NOT SHIP UNTIL SMARTCOM RECEIVES NOTIFICATION THAT E-RATE FUNDS HAVE BEEN COMMITTED; IF E-RATE FUNDING FOR SERVICES AND/OR EQUIPMENT IS DENIED, AGREEMENT WILL TERMINATE AS TO THOSE SERVICES AND/OR EQUIPMENT UNLESS AND UNTIL A NEW ATTACHMENT (REPLACING THIS ATTACHMENT) IS EXECUTED.

1. Scope: Customer agrees to use best efforts to obtain funding from the USAC/SLD SMARTCOM will not begin work related to the Services and/or equipment (including, without limitation, construction, installation or activation activities) until after SMARTCOM receives Customer notification to proceed with the order, and verification of funding approval, and, for Internal Connections (IC), a verification of Form 486 approval by the USAC/SLD. SMARTCOM will commence Service(s) as soon as is practical following the receipt of the appropriate documentation.

2. Funding Denial Agreement Termination: if a funding request is denied by the USAC/SLD, the Agreement, with respect to such Service(s) and/or equipment, shall terminate sixty (60) days from the date of the FCDL in which E-Rate funding is denied or on the 30th day following the final appeal of such denial, and Customer will not incur termination liability. In the event Services and/or equipment are to be provided pursuant to a multi-year arrangement (whether by contract or tariff), this termination right applies only to the first year of the multi-year agreement.

3. IF CUSTOMER WISHES TO CHANGE ITS SELECTION AND WISHES SMARTCOM TO COMMENCE SERVICES REGARDLESS OF FUNDING COMMITMENT FROM THE USAC/SLD, CUSTOMER WILL EXECUTE A NEW (REPLACEMENT) ATTACHMENT, AND AGREE TO THE TERMS SET FORTH IN "A" ABOVE. Upon execution of the Replacement Attachment, the Parties will mutually agree upon a Service Commencement Date.

This provision does not apply to Services that were initially approved for funding and subsequently deemed ineligible by USAC/SLD after commencement of Service

Customer acknowledges its obligation to designate the method by which it will receive E-Rate discounts. With respect to each discount method, Customer agrees as follows, please select Invoice Method:

☐ Billed Entity Application Reimbursement ("BEAR") – Form 472:

As of July 1, 2016, Customers who choose the Billed Entity Applicant Reimbursement (BEAR) payment method from USAC will need to have an FCC Form 498 ID number (498 ID) on file with USAC to receive reimbursement payments. To receive a 498 ID, applicants must file the FCC Form 498 in EPC. Customer must also file an FCC Form 472, Billed Entity Applicant Reimbursement (BEAR) Form, to request reimbursement from USAC for the discount amount on eligible services that the applicant has received and paid for in full. Customer must have a Personal Identification Number (PIN) to file a BEAR Form. Customer can submit the BEAR Form as often as they wish (e.g. monthly, bimonthly, quarterly, annually). However, Customer must pay in full for the services received before filing a BEAR Form. USAC/SLD will remit a check in the amount of the certified Form 472 directly to Customer. It is solely Customer's responsibility to ensure the accuracy of this submission and the amounts sought to be recovered through the E-Rate program.

☐ Service Provider Invoice form - ("SPI") – Form 474:

After SMARTCOM has received notification of approved funding, an approved Form 486, and Customer has confirmed the appropriate Billed Accounts to be discounted per Funding Request Number, SMARTCOM will then provide E-rate program discounts and will file a Form 474 SPI. Customer agrees to promptly submit any SMARTCOM or USAC/SLD Forms needed to support requests for payment of Services rendered. In the event SLD denies payment, Customer will be responsible for repayment of all funds provided to Customer by SMARTCOM associated with this process.

FCC RULES REQUIRE THAT PRIOR TO SUBMISSION OF A FORM 471 APPLICATION FOR FUNDING THE PARTIES MUST HAVE ENTERED INTO A BINDING CONTRACT FOR THE SERVICES MADE THE SUBJECT OF THE APPLICATION. IT IS THE CUSTOMER'S RESPONSIBILITY TO ENSURE THAT STATE LAW REQUIREMENTS FOR A BINDING CONTRACT HAVE BEEN MET PRIOR TO THE SUBMISSION OF A FORM 471.

SO AGREED by the Parties' respective authorized signatories:

Customer:	Smartcom Telephone, LLC. ("SMARTCOM")
<i>Signature:</i>	<i>Signature:</i>
Print Name:	Print Name: Alan Yoder
Title:	Title: President
Date:	Date:



600 Ash Ave., McAllen, Texas 78501 Phone: (956) 687-7070

MASTER SERVICE AGREEMENT

THIS MASTER SERVICE AGREEMENT (this “Master Service Agreement” or “MSA”) is entered into effective as of the date set forth in the signature block of the Service Order (the “Effective Date”) by and between SmartCom Telephone, LLC (“Seller”), on behalf of itself and its applicable Affiliates (as further set forth herein), and the buyer identified and signing the Service Order (“Buyer”) for the provision of certain services, as set forth therein, to Buyer by Seller and/or its Affiliates.

As used in this Master Service Agreement and in any document incorporated into this Agreement by reference, “Agreement” means this Master Services Agreement, the Definitions and General Terms, its attachments, other documents referred to herein by reference, including, without limitation, the Product Supplements, and the Service Orders accepted by Seller pursuant to the terms hereof. In consideration of the mutual promises and agreement contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller (or, as applicable, its Affiliate) agrees to provide and Buyer agrees to purchase the Services according to the terms of this Agreement. **BY SIGNING THE SERVICE ORDER, BUYER ACKNOWLEDGES AND REPRESENTS THAT PRIOR TO ITS EXECUTION OF THE SERVICE ORDER IT HAS FULLY READ AND UNDERSTANDS (a) THIS MSA, (b) THE DEFINITIONS AND GENERAL TERMS DEFINED IN SECTION 1 BELOW, (c) EACH OF THE APPLICABLE PRODUCT SUPPLEMENTS, (d) ALL OTHER REFERENCED SCHEDULES, EXHIBITS AND/OR ATTACHMENTS, AND (e) SERVICE ORDERS EXECUTED IN CONJUNCTION HERewith OR PURSUANT TO THE TERMS HEREOF AND AGREES THAT THE DEFINITIONS AND GENERAL TERMS, THE APPLICABLE PRODUCT SUPPLEMENTS, SERVICE ORDERS AND ANY OTHER DOCUMENTS REFERRED TO AND INCORPORATED INTO THIS AGREEMENT ARE A PART OF THIS AGREEMENT AS IF SET FORTH HEREIN IN THEIR ENTIRETY. EXECUTION OF THE SERVICE ORDER CONSTITUTES AN AGREEMENT AND ACKNOWLEDGMENT THAT THE RELEASE, INDEMNIFICATION, AND LIMITATION OF LIABILITY PROVISIONS CONTAINED IN THIS AGREEMENT COMPLY WITH THE EXPRESS NEGLIGENCE RULE AND ARE CONSPICUOUS.**

1. **DEFINITIONS AND GENERAL TERMS.** The provisions set forth in Seller’s Definitions and General Terms, which are posted under the Terms & Conditions link at www.smartcomtelephone.com/terms, as of the Effective Date (the “Definitions and General Terms”) are hereby incorporated into this Agreement by reference and made a part hereof for all purposes as if fully set forth herein. In addition to terms or phrases defined elsewhere in the Master Services Agreement, in any Product Supplement or in any other part of this Agreement, where capitalized in this Agreement, the terms or phrases defined in the Definitions and General Terms shall have the meanings set forth therein.
2. **SERVICES; PRODUCT SUPPLEMENTS.** (a) Subject to Seller’s acceptance of Service Orders submitted by Buyer pursuant to the terms and conditions set forth below, Seller will provide the Services to Buyer described in and pursuant to the terms of the Product Supplement(s), which Product Supplements are posted under the Terms & Conditions link at www.smartcomtelephone.com/terms and are hereby incorporated into this Agreement by reference and made a part hereof for all purposes as if fully set forth herein.
 (b) The Services that are available pursuant to this Master Services Agreement and the applicable Product Supplements may be requested by Buyer by submission of a Service Order to Seller. Charges and rates for ordered Services shall be set forth in the Service Order, with any additional applicable rates set forth in Seller’s Miscellaneous Price Schedule. Seller’s Miscellaneous Price Schedule, if applicable, is posted under the Terms & Conditions link at www.smartcomtelephone.com/terms and may be changed from time to time by Seller during the Term of this Agreement. If requested by Buyer in a Service Order in the form required by Seller, and accepted by Seller in a Firm Order Confirmation (a “FOC”), then Seller shall provide to Buyer and Buyer shall purchase from and pay Seller for the Services set forth therein. In each Service Order submitted by Buyer, Buyer will provide (i) all of the required information set forth in the Service Order applicable to the particular Service and (ii) any other information reasonably necessary to enable Seller to provide the Service. If Seller accepts the Service Order it shall send a FOC to Buyer by facsimile, electronically or mail. If Seller desires to accept the Service Order but requires modifications of the Service Order, then Seller shall require Buyer to submit a new Service Order on mutually agreeable terms. Seller shall specify the Scheduled Service Date in the FOC provided for the applicable Service. In the event the Scheduled Service Date, Provisioning Interval or other date of service

stated in the FOC conflicts with the requested service date on the Service Order, the Service date stated in the FOC shall govern as the Scheduled Service Date, subject to written agreement of the parties to expedite or delay such date and any applicable charges for such expediting or delay. If the Commencement Date does not occur on or before the Scheduled Service Date, unless due to an act or omission of Buyer or a third party, a Force Majeure Event, or as otherwise may be provided in the applicable Product Supplement, then Buyer shall be entitled to the remedies set forth in the Product Supplement for the relevant Service, WHICH REMEDIES SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF BUYER AND THE SOLE AND EXCLUSIVE LIABILITY OF SELLER FOR THE DELAY OF SERVICE. If applicable for the Service, Seller shall conduct any applicable tests as set forth in the applicable Product Supplement to demonstrate that the Service meets the specifications set forth in that Product Supplement. Buyer and its Users shall cooperate and provide reasonable assistance with same, if applicable. Seller shall notify Buyer in writing when such Service is available for use (the applicable "Installation Notification"), and the date upon which the Installation Notification is issued shall be the "Commencement Date" for the applicable Service. Charges for a Service shall begin accruing upon the earlier of (i) the commencement of the applicable Service (which shall include Buyer's transmission of any traffic, if applicable, or other use of the facilities or Service for other than testing purposes) or (ii) the later of the Scheduled Service Date or the Commencement Date.

(c) The Point of Demarcation for all applicable Services originating and terminating on Seller's facilities shall be as set forth in the Service Order, unless modified by the FOC. The Point of Demarcation for any applicable Services originating or terminating on Third Party Facilities shall be determined by the third party which owns and/or operates such facilities. For applicable Services, unless otherwise set forth in a Service Order, Seller shall be responsible for installing, maintaining and repairing equipment, and performing monitoring on Buyer's side of the Point of Demarcation; provided that any costs incurred by Seller in this regard may be recovered as Non-Recurring or Recurring Charges under this Agreement as set forth in an agreed Service Order. Buyer and all Users shall conduct their operations in a manner that does not interrupt, impair or interfere with the operations of the interconnecting systems at or on Seller's side of the Point of Demarcation. Buyer and Users shall not adjust, align, attempt to repair, relocate or remove Seller's equipment or facilities, except as expressly authorized by Seller. If the equipment and facilities of Buyer or any User are not compatible with a Service provided to Buyer, any special interface equipment or facilities necessary to achieve compatibility shall be the sole responsibility and expense of the Buyer. Seller's equipment shall remain the sole and exclusive property of Seller, and nothing contained herein shall give or convey to Buyer any right, title or interest whatsoever in Seller's equipment. Seller's equipment shall at all times be and remain personal property, notwithstanding that it may be or become attached to or embedded in real property. Unless authorized by the Seller, Buyer shall not, and shall cause any User not to, tamper with, remove or conceal any identifying plates, tags or labels affixed to Seller's equipment or facilities and will not cause or permit Seller's equipment or facilities to be or become encumbered by any liens, security interests or other encumbrances.

(d) Buyer and, to the extent applicable, each User shall provide Seller and its agents and contractors, at no cost to Seller or its agents or contractors, all necessary or appropriate access whenever required to provide, modify and/or cease providing the Service under this Agreement, and all necessary or appropriate space, power and environmental conditions at any applicable Point of Demarcation. Where the granting of access or right-of-way to Seller and its agents and contractors requires the consent or approval of third parties, Buyer shall obtain such consent or approval on behalf of Seller and its agents and contractors. Buyer shall be liable for any loss or damage, including theft, to Seller's equipment or facilities to the extent that such loss or damage is the result of Buyer's or any Users', employees', agents' or contractors' negligent acts or omissions, willful misconduct, or breach of the terms of this Agreement.

3. **CHARGES AND PAYMENTS.** (a) The Service Order and/or Seller's Miscellaneous Price Schedule will set forth any one-time, non-recurring charges that may be applicable to the relevant Services (The "Non-Recurring Charges"), variable usage-based charges (the "Usage Charges"), and any Recurring Charges that may be applicable to the relevant Services (collectively, the "Charges"). Buyer shall be responsible for the payment of, and shall hold Seller and its Affiliates, harmless from and against, any sales, use, excise, consumption, access, bypass, gross receipts, duty, assessment, value-added and/or other taxes, fees, charges or regulatory surcharges that may arise in any jurisdiction (collectively "taxes") which are assessed by reason of the provision, sale or use of Services by Seller to Buyer under this Agreement (other than taxes imposed on Seller's net income, capital, or net worth). Buyer shall immediately pay Seller for any all such taxes. Seller may be required to report revenues from certain purchases of Services and/or make contributions based on such revenues and/or sales to a state and/or federal Universal Service Fund ("USF") and various other local, state and federal government and/or quasi-governmental programs (collectively, the "Funding Programs"). Seller may impose one or more fees and/or

surcharges to recover from Buyer the contributions made to such Funding Programs and Seller's costs associated therewith. Buyer understands and agrees that Seller may assume such contributions to the Funding Program are applicable to the Services provided to Buyer and charge and collect such assessments unless and until Buyer provides adequate exemption documentation and/or other required proof to Seller as determined by Seller in its sole discretion. Buyer shall provide any and all relevant government tax and/or Funding Program exemption proof to Seller prior to the provision of Services. If Buyer is not able to provide such satisfactory exemption proof, or there is no applicable exemption, Seller may charge Buyer, and Buyer shall pay Seller, taxes, and surcharges as set forth above. Buyer shall comply with all Applicable Laws permitting it to collect taxes or other charges from Users and/or requiring it to make payments to Funding Programs.

(b) If the Services commence or end on a day other than the first day of a calendar month, then any Recurring Charges that are applicable for the period in which such Services commence or end shall be prorated in the proportion that the number of days the Services are provided in such month bears to the total number of days in the month. Buyer shall be liable for Charges for all of its and any Users' use of the Services, and shall be so liable whether or not it receives payment or reimbursement for the same from Users. Seller shall provide Buyer invoices for the Charges and any other amounts owed by Buyer to Seller under this Agreement. All invoices shall be sent to Buyer's billing address set forth in the Service Order. Buyer agrees to make payment under this Agreement to Seller in available funds by check or wire transfer at such location as Seller may from time to time designate in writing on the invoice or otherwise. Buyer shall pay Seller such invoices on or before thirty (30) days, in compliance with the Texas prompt payment act, after the date of the invoice for the Services provided or amounts otherwise owed under this Agreement, without deduction, setoff or delay for any reason and, if the invoiced amount is not paid when due, then a late charge on any unpaid amount shall accrue and be owed at a rate of one and one-half percent (1 ½ %) per month, not to exceed any applicable maximum lawful rate, and Buyer shall pay to Seller any court costs, reasonable attorney's fees and all other costs of collection which Seller may incur in enforcing the terms of this Agreement. If such non-payment continues after the due date of such payment, then Seller may, without notice, suspend the Services without liability and without prejudice to its right to exercise other remedies. If any overcharge or undercharge shall at any time be found and the invoice therefore has been paid, Seller shall refund the amount of any overcharge received by Seller and Buyer shall pay the amount of any undercharge within thirty (30) days after final determination thereof; provided, there shall be no retroactive adjustment of any such overcharge or undercharge if the matter is not brought to the attention of the Seller in writing within one hundred twenty (120) days following the date the Services were provided under this Agreement regarding which the overcharge or undercharge applies; provided that such adjustment period shall be adjusted to coincide with the period in which adjustments are permitted under a third party's contract or tariff, whichever is applicable, with respect to Services provided on Third Party Facilities to the extent that such contract or tariff provides for different adjustment periods than those set forth above.

(c) In order to support Buyer's payment obligations under this Agreement, Seller may perform a credit review of Buyer from time to time. Based on Seller's credit review and/or other information available to Seller (including any history of delinquent payments), Seller may require Buyer at any time to provide adequate assurances that it will pay all obligations as they become due by providing to Seller a deposit or other Performance Assurance in the form and amount requested by Seller with five (5) days of such request. Notwithstanding provisions of Applicable Law, the Seller shall have the right to comingle, invest, and use cash collateral that Seller holds as Performance Assurance, and shall not be liable to Buyer for the payment or accrual of any interest thereon. Buyer grants Seller a present and continuing security interest in and to, lien upon, and right of set-off against any and all Performance Assurance. Upon the expiration of this Agreement, any Performance Assurance held by Seller may be applied to any outstanding charges hereunder and any remainder thereof shall be returned to Buyer, or in respect of a letter of credit, to the issuer thereof upon the settlement of the account.

4. **OPERATING AND PERFORMANCE MATTERS.** The operating and performance standards for each Service shall be as set forth in the Product Supplement for the relevant Service. Seller will provide Buyer five (5) days' prior written notice of any scheduled maintenance performed by or on behalf of Seller on its facilities that, in Seller's sole opinion, has a substantial likelihood of noticeably affecting the Service. Seller will provide Buyer as much advance notice as reasonably practicable with regard to any scheduled maintenance performed on any Third Party Facilities that provides Services under this Agreement. Notwithstanding the foregoing, in the event of an emergency, Seller will have the right to perform maintenance and/or restoration of its facilities or Third Party Facilities (including, without limitation, actions required to restore continuity to a severed or partially severed fiber optic cable, restore dysfunctional power and ancillary support equipment, or correction of any potential jeopardy conditions), and Seller will notify Buyer as soon as reasonably practicable thereafter. Buyer will follow Seller's procedures and processes for reporting repair, problem and maintenance requirements

associated with the Services provided to Buyer. If, on responding to a Buyer-initiated service call, Seller determines that the cause of a Service Outage or other problem is a failure, a malfunction or the inadequacy of Buyer's equipment or facilities, then Buyer shall compensate Seller, at Seller's prevailing rates, for time and materials expended during the service call. The remedies associated with any failure or delay of Seller (a) to provide the Services in accordance with the operating and performance standards set forth in the Product Supplement for the relevant Service, (b) to maintain and operate facilities in accordance with Sections 4 and 6, and/or (c) to otherwise perform in accordance with any other obligations it may have under this Agreement or otherwise to Buyer (any failure of Seller with respect to (a), (b), or (c) above being referred to as a "Performance Failure") shall be exclusively in the form of the liquidated damages and other express remedies (the "Performance Liquidated Damages") set forth in the Product Supplement for the relevant Service. BUYER'S RIGHT TO RECEIVE SUCH PERFORMANCE LIQUIDATED DAMAGES SHALL BE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S SOLE AND EXCLUSIVE OBLIGATION IN THE EVENT OF A PERFORMANCE FAILURE, EVEN IF SUCH REMEDY IS DEEMED TO FAIL ITS ESSENTIAL PURPOSE.

5. **TERM OF AGREEMENT.** (a) The term of this Agreement shall be for a period of three (3) years from the Effective Date ("Initial Term"). The term of this Agreement shall continue year to year after the Initial Term until terminated prior to the beginning of any contract year upon sixty (60) day's prior written notice by either Party delivered to the other party (with the combination of the Initial Term and any extension thereof in accordance with this Section 5(a) being referred to as the "Term"). Each Service Order placed under this Agreement shall have its own term, as indicated on such Service Order ("Service Term"). At the end of the Service Term for any Service Order, such Service Order shall continue on a year-to-year basis ("Extension Period") unless either Party gives written notice to the other that such Service Order shall not be continued, such notice to be delivered at least sixty (60) days before the end of the Service Term, or the Extension Period. Buyer's Charges, as set forth in the Service Order, for Services provided by Seller during the Service Term shall continue to apply to Buyer's Service throughout any Extension Period, unless modified by Seller on thirty (30) days' notice. If the Service Term of one or more Service Orders extends beyond the expiration or termination of this Agreement, notwithstanding the language above, then this Agreement will remain in effect as to each Service Order then in effect until the Service Terms for such Service Orders placed hereunder have expired. In no event will new Service Orders under this Agreement be permitted if the Agreement has expired or been terminated. Notwithstanding the following, the Buyer can terminate this Agreement at any time during any term upon (30) day written notice to the other party.

(b) If Buyer desires to terminate any Service after Seller's acceptance of the Service Order and prior to the expiration of the Service Term, Buyer may do so by providing notification thereof to Seller at least thirty (30) days in advance of such termination. Unless otherwise agreed by the Parties in the Service Order for such terminated Service, in the event of any such termination, an amount equal to the Termination Charge, which shall be equal to the sum of (i) any Non-Recurring Charges applicable to the terminated Service to the extent not already paid by Buyer (including any and all waived Non-Recurring Charges); (ii) the Recurring Charge and/or minimum Usage Charges applicable to the terminated Service multiplied by the number of months (or other applicable billing interval) then remaining until the end of the applicable Service Term established pursuant to the Service Order for such terminated Service, plus any applicable taxes and surcharges for contributions to Funding Programs; (iii) any termination costs payable by Seller to any Third Party associated with any portion of the applicable terminated Service being provided on any Third Party Facilities and (iv) any reasonable internal costs that are not otherwise recovered by Seller through the payment of the amounts set forth in (i) through (iii) above.

(c) A Party ("The Non-Defaulting Party") shall have the right to terminate this Agreement upon an Event of Default by the other Party (the "Defaulting Party") upon prior written notice to the Defaulting Party provided no later than the cure of any such Event of Default. The Non-Defaulting Party may, either additionally or in the alternative, elect to terminate one or more of the Services for which an Event of Default has occurred. An "Event of Default" shall be deemed to have occurred with respect to a Defaulting Party upon the occurrence of any of the following: (i) the failure by Buyer to make, when due, any payment required pursuant to the Agreement, or to provide Performance Assurance as provided in Section 3(c); (ii) the failure to perform any material covenant or obligation set forth in this Agreement (other than an Event of Default under (i), above, or any default for which the exclusive remedy is provided in Section 2 or, any other provision of this Agreement or the Product Supplement for the relevant Service), if such failure is not remedied within thirty (30) days after written notice thereof by the Non-Defaulting Party to the Defaulting Party; provided that if such default is not capable of being cured within such thirty day period with the exercise of reasonable diligence, then such cure period will be extended for an additional reasonable period of time (not to exceed ninety (90) days) so long as the Defaulting Party is exercising

reasonable diligence to cure such failure; (iii) the Defaulting Party becomes Bankrupt; (iv) Buyer merges with or into, or reorganizes, amalgamates, consolidates or enters into any other transaction in which substantially all of its assets are transferred to, another Person who fails to assume all of Buyer's obligations under this Agreement; or (v) Buyer fails to comply with the credit provisions set forth in Section 3(c). If an Event of Default with respect to Buyer occurs, in addition and without prejudice to its right to terminate as set forth above, Seller shall have the right without notice to Buyer to suspend the performance of all or part of its obligations under this Agreement for so long as such Event of Default is continuing. Upon termination of any Services and/or the Agreement under this Section 5(c), to the extent that Buyer is the Defaulting Party, Buyer shall be obligated to pay the Termination Charge and any outstanding charges for Services rendered prior to such termination and such obligations to pay shall expressly survive the termination of both the Services and this Agreement. **EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, BUYER'S RIGHT TO TERMINATE THIS AGREEMENT AS A RESULT OF AN EVENT OF DEFAULT BY SELLER SHALL BE BUYER'S SOLE AND EXCLUSIVE REMEDY ASSOCIATED WITH SUCH EVENT OF DEFAULT.** (d) If Buyer or any User has been permitted to install or furnish equipment or other property for use in connection with a Service ("Equipment") in any area owned or controlled by Seller, its Affiliates or their respective contractors or agents, and if Buyer fails to remove (or cause the User to remove) such Equipment from such area within ten (10) days after the expiration of the applicable Term or termination of the applicable Service Order, Seller may, without notice or demand and in addition to any other right or remedy available at law or equity, take possession of such Equipment, without being guilty of trespass. Seller may use all force necessary to effect such entry, to remove Buyer, to remove any person or User, or to remove any or all of Buyer's or a User's Equipment from such areas and store the same, all at Buyer's expense. Any Equipment removed may be stored in any public warehouse or elsewhere at the costs of and for the account of Buyer, and Seller shall not be responsible for the care or safekeeping thereof. Buyer expressly waives any and all claims for loss, destruction, damage, or injury, which may be occasioned by any of the aforesaid acts, and shall ensure that all Users agree to a substantially similar waiver. Any Equipment so removed will be returned to Buyer upon payment in full of all storage costs, past due license fees and Charges. If within ten (10) days following such Equipment removal, Buyer has not requested the return of its Equipment and paid any sums owed, then Seller may exercise all rights of ownership over such Equipment including the right to sell same and retain possession of sale proceeds. Seller's exercise of any remedies provided for in this section shall be without prejudice to any other remedies Seller may have provided for herein or by Applicable Law.

6. **INDEMNITIES AND LIMITATIONS OF LIABILITY.** (a) **Seller Indemnity.** Subject to the other provisions of this Agreement, Seller, on behalf of itself, its Affiliates, successors and assigns, agrees to indemnify, defend and hold harmless Buyer, its Affiliates, and their successors, assigns, officers, directors, employees, and agents, from and against any and all liabilities, losses, expenses and claims for personal injury or damage to tangible personal or real property that arise from or out of Seller's gross negligence or willful misconduct in performing its obligations under this Agreement.
- (b) **Buyer Indemnity.** Subject to the other provisions of the Agreement, Buyer, to the extent permitted by the laws of the State of Texas, if applicable, on behalf of itself, its Affiliates, successors, assigns, officers, directors, employees and agents, agrees to indemnify, defend and hold harmless Seller, and its Affiliates, and their successors, assigns, officers, directors, employees, and agents, from and against any and all liabilities, losses, expenses and claims (i) for personal injury or property damage that arise from or out of Buyer's or any User's negligence or willful misconduct, (ii) arising from or relating to the Service or any content used or transmitted by Buyer or any Users over the Services, (iii) made against Seller by any Users, or (iv) arising from or relating to Buyer's or any User's breach of any of Buyer's representations or obligations under this Agreement. The term "property" as used in this Section 6(b) shall include real, personal, tangible, and intangible property. **THE PARTIES INTEND THAT THE INDEMNITY OBLIGATIONS IN THIS SECTION 6(b) SHALL APPLY EVEN IF CAUSED, IN WHOLE OR IN PART BY THE SOLE, JOINT, OR CONCURRENT NEGLIGENCE OR OTHER FAULT, WHETHER PASSIVE OR ACTIVE, OF SELLER, ITS AFFILIATES, SUCCESSORS, ASSIGNS, OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS.**
- (c) **Damages / Causes of Action.** (i) For purposes of this Section 6(c), the term "Seller" shall be deemed to include Seller, its Affiliates, owners, directors, officers and employees, and any person or entity assisting Seller in its performance pursuant to this Agreement. (ii) **NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE LIABILITY OF SELLER TO BUYER (A) FOR BODILY INJURY OR DEATH TO ANY PERSON OR FOR DAMAGE TO ANY REAL OR TANGIBLE PROPERTY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SELLER SHALL BE LIMITED TO BUYER'S RIGHT TO PROVEN DIRECT DAMAGES, AND (B) FOR ALL OTHER DAMAGES OTHER THAN THOSE SET**

FORTH IN SUBSECTION (A) AND NOT OTHERWISE EXCLUDED OR LIMITED BY THIS AGREEMENT, SHALL, IF SELLER IS JUDICIALLY DETERMINED TO HAVE SOME LIABILITY TO BUYER, FOR WHATEVER REASON, ARISING UNDER OR RELATED TO ACTS OR OMISSION RELATED TO THIS AGREEMENT, IN THE AGGREGATE FOR ALL SUCH ACTS OR OMISSIONS, BE LIMITED TO AN AMOUNT EQUAL TO THE RECURRING CHARGES UNDER THIS AGREEMENT FOR THE FIRST SIX (6) MONTHS OF THE TERM HEREOF (iii) NOTWITHSTANDING ANYTHING TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY DAMAGES SUFFERED BY BUYER OR ANY USER ARISING FROM OR RELATED TO ANY CATASTROPHIC STORMS OR FLOODS, FIRES, LIGHTNING, EARTHQUAKES OR OTHER ACTS OF GOD, WARS, CIVIL DISTURBANCES, REVOLTS, INSURRECTIONS, TERRORIST ACTIVITY, SABOTAGE, THEFT, VANDALISM, TRANSPORTATION DISASTERS, EXPLOSIONS, OR OTHER EVENT OF CASUALTY; (iv) NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL BUYER OR SELLER OR THEIR RESPECTIVE AFFILIATES BE LIABLE TO EACH OTHER FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL LOSS OR DAMAGE (OTHER THAN SUCH DAMAGES AS MAY BE INCLUDED AS A COMPONENT OF LIQUIDATED DAMAGES OR TERMINATION CHARGES UNDER THIS AGREEMENT) SUFFERED BY SUCH OTHER PARTY AS A RESULT OF THE PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, OR ITS ACTS OR OMISSION RELATED TO THIS AGREEMENT WHETHER OR NOT ARISING FROM SOLE, JOINT, OR CONCURRENT NEGLIGENCE, STRICT LIABILITY, VIOLATION OF LAW, BREACH OF CONTRACT, BREACH OF INDEMNITY PROVISIONS, BREACH OF WARRANTY OR ANY OTHER THEORY OR SOURCE, WHETHER OR NOT FORESEEABLE AND EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, AND EACH PARTY HEREBY RELEASES THE OTHER PARTY THEREFROM. IN ADDITION, SELLER SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION PROBLEMS WITH APPLICATIONS, EQUIPMENT, SERVICES, CONTENT OR NETWORKS NOT PROVIDED BY SELLER; SERVICE INTERRUPTIONS OR LOST OR ALTERED MESSAGES OR TRANSMISSIONS (EXCEPT TO THE EXTENT OF SERVICE CREDIT ALLOWANCES SPECIFIED IN THE RELEVANT PRODUCT SUPPLEMENT) OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF BUYER'S OR ANY THIRD PARTY'S APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORK OR SYSTEMS.

(d) IN ADDITION TO THE FOREGOING LIMITATIONS ON LIABILITY, BUYER HEREBY WAIVES ANY RIGHTS UNDER THE DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, SECTION 17.41, ET SEQ., TEXAS BUSINESS AND COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTING WITH AN ATTORNEY, BUYER VOLUNTARILY CONSENTS TO THIS WAIVER. BUYER EXPRESSLY AGREES, ACKNOWLEDGES, REPRESENTS, WARRANTS AND COVENANTS THAT IN CONSIDERING THIS AGREEMENT AND THIS SECTION THAT BUYER (i) HAS KNOWLEDGE AND EXPERIENCE IN THE TELECOMMUNICATIONS, DATA CENTER, AND INTERNET TRANSPORT BUSINESS AND SUCH KNOWLEDGE AND EXPERIENCE ENABLES BUYER TO EVALUATE THE MERITS AND RISKS OF ALL OF THE TRANSACTIONS, OPERATIONS AND SERVICES CONTEMPLATED BY THIS AGREEMENT, AND (ii) HAS THE ABILITY TO PROCURE SERVICE FROM OTHER PROVIDERS AND IS NOT IN A SIGNIFICANTLY DISPARATE BARGAINING POSITION RELATIVE TO SELLER, BUT THAT BUYER HAS AGREED TO THIS AGREEMENT AND SPECIFICALLY THIS SECTION IN NEGOTIATIONS INVOLVING REAL CHOICE ON THE PART OF THE BUYER.

If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, each party shall bear its own costs and expenses. ANY DISPUTE BETWEEN THE PARTIES OR ARISING OUT OF THIS AGREEMENT, INCLUDING ISSUES OF ARBITRABILITY, SHALL, AT THE OPTION OF ANY PARTY, BE DETERMINED BY BINDING AND FINAL ARBITRATION BEFORE A SINGLE ARBITRATOR ADMINISTERED BY ARBITRATION SERVICE INC., ITS SUCCESSORS OR ASSIGNS, PURSUANT TO ITS ARBITRATION RULES AT WWW.ARBITRATIONSERVICESINC.COM AND THE FEDERAL ARBITRATION ACT, EXCEPT THAT NO PUNITIVE OR CONSEQUENTIAL DAMAGES MAY BE AWARDED. The arbitrator shall be bound by the terms of this Agreement and is authorized to conduct proceedings by telephone, video, submission of papers or in-person hearing. By agreeing to this arbitration provision Buyer is waiving its right to a trial before a judge or jury, waiving its right to appeal the arbitration award. Service of process or papers in any legal proceeding or arbitration between the parties may be made by

First-Class Mail delivered by the U.S. Postal Service addressed to the party's address in this Agreement or another address provided by the party in writing to the party making service. The parties submit to the jurisdiction and laws of Hidalgo County, Texas. The parties waive trial by jury in any action between them unless prohibited by law. All actions or proceedings by either party must be based on the provisions of this Agreement. Any other action that Buyer may have or bring against Seller in respect to other services rendered in connection with this Agreement shall be deemed to have merged in and be restricted to the terms and conditions of this Agreement.

(e) Limitation of Representations and Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLER MAKES NO WARRANTY TO BUYER, OR ANY OTHER PERSON OR ENTITY, WHETHER EXPRESS, IMPLIED, OR STATUTORY, AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, INFRINGEMENT, TITLE, COMPLETENESS OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY SERVICE PROVIDED OR NOT PROVIDED HEREUNDER OR DESCRIBED HEREIN, OR AS TO ANY OTHER MATTER, ALL OF WHICH WARRANTIES BY SELLER ARE HEREBY EXCLUDED AND DISCLAIMED.

(f) Survival and Duration. The indemnification provisions and the limitations and exclusions of liability contained in this Agreement, the obligation to pay Termination Charges, any claim for non-payment, and any other provisions of this Agreement, that by their sense and context, are intended to survive termination of this Agreement shall survive the termination of this Agreement. Claims for indemnified losses may be made so long as any claim may be made in respect of such matters under any applicable statute of limitations; provided, however, that the foregoing shall not affect any claim made in good faith prior to the date of such expiration.

7. **ENTIRE AGREEMENT AND AMENDMENT AND SEVERABILITY.** This Agreement represents the entire understanding of the Parties with respect to the subject matter of this Agreement and supersedes all previous understandings, written or oral, between the Parties with respect to the subject matter hereof. Unless provided otherwise in this Agreement, this Agreement may be amended only by a writing executed by the Parties. To the extent this Agreement is inconsistent with any other document or agreement, whether executed prior to, concurrently with or subsequent to this Agreement, the terms of this Agreement shall govern. This Agreement shall run concurrently with and shall not terminate or supersede any existing agreement between the parties unless specified herein. Should any provision of this Agreement be deemed void, the remaining parts shall be enforceable.
8. **CONFIDENTIALITY.** Any confidentiality required of Buyer herein shall not interfere with Buyer's obligation to provide information as required by the Texas Public Information Act. Each party agrees that the terms of this Agreement and all information furnished to it by the other Party which is marked or reasonably identified or identifiable as confidential or proprietary, including pricing, maps, network routes, financial terms, design information, methodologies, specifications, locations or other information to which it has access under this Agreement, are deemed the confidential and proprietary information or trade secrets (collectively referred to as "Proprietary Information") of the Disclosing Party and will remain the sole and exclusive property of the Disclosing Party (the Party furnishing the Proprietary Information referred to as the "Disclosing Party" and the other Party referred to as the "Receiving Party"). The Receiving Party will treat the Proprietary Information of the Disclosing Party and the contents of this Agreement in a confidential manner and, except to the extent necessary in connection with the performance of its obligations under this Agreement, neither Party may directly or indirectly disclose the same to anyone other than its employees, agents, consultants, potential acquirers or investors, lenders, attorneys or other advisors on a need to know basis and who agree to be bound by the terms of this Section (8), without the written consent of the Disclosing Party. The Receiving Party will use Proprietary Information only as needed for the purposes of this Agreement. Information will not be deemed Proprietary Information if it (i) becomes publicly available other than through the actions of the Receiving Party; (ii) was previously known to or is independently developed by the Receiving Party free of any obligation to keep it confidential; or (iii) becomes available to the Receiving Party without restriction from a third party whose disclosure does not violate any confidentiality obligation. If the Receiving Party is required by a governmental or judicial law, order, rule, regulation or permit to disclose Proprietary Information, it must give prompt written notice to the Disclosing Party of the requirements of such disclosure and cooperate fully with the Disclosing Party to minimize such disclosure, and disclosure after such notice shall not be a breach thereof.
9. **AUP.** Buyer and all Users shall comply with Seller's Acceptable Use Policy ("AUP"), as set forth under the AUP link at <http://www.smartcomtelephone.com/aup>, and hereby agree to the terms thereof in their entirety as amended from time to time which are hereby incorporated into this Agreement for reference.
10. **CUSTOMER PROPRIETARY NETWORK INFORMATION.** Seller is required by Applicable Law to treat confidential account, usage, call detail and billing related information about the quantity, technical configuration, type, destination, location, and amount of use of Buyer's telecommunications services ("CPNI") confidentially.

Buyer agrees that Seller may share CPNI within its business operations (e.g., broadband transport, colocation, direct internet access, IT services and broadband services divisions), and with businesses acting on Seller's behalf (but not to third parties not acting on Sellers behalf), to determine if Buyer could benefit from the wide variety of Seller products and services, and in its marketing and sales activities, Buyer may withdraw its authorization at any time by informing Seller in writing. Buyer's decision regarding Seller's use of CPNI will not affect the quality of service Seller provides Buyer. CPNI does not include Buyer's or any User's name, address, or telephone number. To the extent that Buyer is utilizing a consultant in procuring its Services from Seller, Buyer authorizes Seller to discuss its account, including CPNI, with such Buyer consultant.

- 11. COUNTERPARTS AND DRAFTING.** This Agreement has been negotiated between and jointly drafted by Seller and Buyer, and the Service Order has been executed by an authorized representative of each party.

Buyer:

By: _____

(Signature)

(Print Name)

Title: _____

Date: _____

Seller:

SMARTCOM TELEPHONE, LLC

By: _____

(Signature)

(Print Name)

Title: _____

Date: _____

Buyer Name:	Hector P. Garcia Memorial Library	600 Ash Avenue, McAllen, Texas 78501 Phone 956.687-7070 Toll Free 888.302.1125 Fax 956.213.1147
Address:	434 S. Ohio St., Mercedes, TX 78570	
Contact		
Phone number:		
E-mail:		

DIA Service Details				
Internet Access Services		Service Term	Demarc Information / Service Location	Monthly Recurring Cost (MRC)*
Direct Internet Access (DIA) _____	Mbps Gbps	_____ Months	Hector P. Garcia Memorial Library 434 S. Ohio St., Mercedes, TX 78570	\$ _____
Plus Applicable regulatory fees and surcharges				
Customer may increase bandwidth through out the contract term. Allowable voluntary extensions three (3) twelve (12) month terms				
Contract/Service Start Date is July 1, 2024. The term of this contract shall not exceed _____ (__) years total including one year extensions with an expiration date of June 30, 20____. Customer may increase bandwidth throughout the term of the Contract including voluntary extensions.				
This service order is also contingent upon the formal budget approval by the City of Weslaco Council, and Federal E-Rate Funding Approval.				

*Customer may use the **Extended Order Form** for additional sites*

Service Location Contact Information

Service Location Contact Name: _____

Service Location Contact Email: _____

Service Location Contact Phone: _____

Billing Address: _____	Billing Department Phone: _____
Billing Contact Name: _____	Billing Contact Email: _____
Billing Contact Phone: _____	Billing Alternate Phone: _____

The information contained herein is confidential and proprietary and should not be disclosed, copied, duplicated or distributed in any manner without the explicit written consent of SmartCom Telephone, LLC

Buyer agrees that this Service is subject to and governed by the terms and conditions in its Agreement with Seller. Buyer understands that this Service Order is an offer to purchase Service from Seller and is not binding on Seller until it is accepted by way of a Firm Order Confirmation from Seller. Buyer hereby warrants and represents that more than ten percent (10%) of the transmissions on each circuit-based Service provided hereunder shall be interstate transmissions or foreign transmissions as those terms are defined in 47 USC Sections 153(17) and 153(22) and that Buyer's uses for the Services will include use of the internet. Further, Buyer understands that if the Point of Demarcation for the Service Location of this Service Order originates or terminates on Third Party Facilities, then such Point of Demarcation shall be determined by the third party which owns and/or operates such facilities, for which Seller shall provide Buyer notification thereof as soon as practicable following the receipt of such determination by the third party.

This Service Order will be governed by Smartcom's standard Master Service Agreement (MSA) as if same were executed by both parties. The MSA is posted under the Terms & Conditions link at www.smartcomtelephone.com/terms. The parties understand the governance of the MSA, especially the limitation of liability provisions, is material consideration for the services and pricing being provided by Smartcom. SmartCom Telephone, LLC, 600 Ash Ave., McAllen, Texas 78501, (956) 687-7070.

Billing will start: July 1, 2024

Signature

Signature

For Customer / Buyer

For SmartCom Telephone, LLC

Printed Name

Printed Name

Date

Date



600 Ash Ave., McAllen, Texas 78501 Phone: (956)-687-7070

DEFINITIONS AND GENERAL TERMS

These Definitions and General Terms (these “Definitions and General Terms”) are incorporated by reference into that certain Master Service Agreement entered into between the Seller and the Buyer signing such Master Service Agreement and are a part of the Master Service Agreement for all purposes as if fully set forth therein as expressly provided in the Master Service Agreement, effective as of the Effective Date of the Master Service Agreement.

1. **DEFINITIONS.** In addition to terms defined elsewhere in the Master Service Agreement or other part of the Agreement and unless otherwise provided to the contrary in the Master Service Agreement, as applicable, capitalized terms shall have the following meanings; provided, however, that to the extent capitalized terms are defined in a Product Supplement, such terms shall have the meaning assigned to them therein with regard to the Services to which such Product Supplement applies:

“Address for Notices” for Buyer shall be the address set forth on the Master Service Agreement for General Notices. “Address for Notices” for Seller and its Affiliates are as set forth below in Section 6. Either Party may change its Address for Notices by giving notice of the same in accordance with the Master Service Agreement.

“Affiliate” shall mean, with respect to any entity, any other entity controlling, controlled by or under common control with such entity, whether directly or indirectly through one or more intermediaries. “Control” and its derivatives, with respect to any entity, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policy of a particular entity, whether through the ownership of voting securities or by contract or otherwise.

“Agreement” shall mean the Master Service Agreement, these Definitions and General Terms, and any applicable Product Supplement, together with all other referenced schedules, exhibits, website or tariff provisions and attachments in effect as of the Effective Date, all Service Orders accepted by Seller, and all FOCs issued by Seller.

“Applicable Law” shall mean any law, statute, order, decree, rule, injunction, license, permit, consent, approval, agreement or regulation of any Government Authority, or other legislative or administrative action of a Government Authority, or a final decree, judgment or order of a court which relates, directly or indirectly, to the provision of the Services, to the goods or services used by Seller, or to the performance of work or obligations hereunder or the interpretation or application of the Agreement.

“Availability Factor” for any applicable Service shall have the meaning set forth in the Product Supplement for such Service.

“Bankrupt” means any entity, if such entity (1) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization, debt restructuring, liquidation or similar law, or has any such petition filed or commenced against it, (2) makes an assignment or any general arrangement for the benefit of creditors, (3) otherwise becomes bankrupt or insolvent (however evidenced), (4) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets, or (5) is generally unable to pay its debts as they fall due.

“BBER” means Background Bit Error Ratio, which is the percentage of bits received in error compared to the total number of bits received.

“Business Day” means a day, other than a Saturday or Sunday, on which most commercial banks are open for business with the public in McAllen, Texas

“Buyer” means the entity as specified on the Master Service Agreement as such.

“Change in Law” shall mean the adoption, enactment or application to Buyer or Seller of any Applicable Law not existing or not affecting Buyer or Seller on the Effective Date, or any change in any Applicable Law or the application or interpretation thereof after the Effective Date.

“Chronic Service Outage” shall have the meaning set forth in the Product Supplement for such Service.

“Commencement Date” shall have the meaning set forth in the Master Service Agreement.

“Customer Not Ready Charge” shall mean a charge set forth in the applicable Product Supplement or in the applicable Service Order that Buyer must pay to Seller with regard to Buyer’s refusal, failure or inability to permit the representatives of Seller or third parties to deliver the applicable Service, including without limitation (a) the failure of Buyer or its Users to have any necessary equipment in place for Seller to

provide the Service or (b) the refusal, failure or inability of Buyer or its Users to permit Seller or such third parties to install any necessary equipment, to activate a circuit, to cross connect facilities that are necessary to provide the Service, or to otherwise complete its obligations.

“Errored Seconds” shall have the meaning set forth in the definitions regarding path performance monitoring established by the American National Standards Institute (ANSI) T1.231-1997.

“Error Free Seconds” shall have the meaning set forth in the definitions regarding path performance monitoring established by the American National Standards Institute (ANSI) T1.231-1997.

“Expedite Charge” shall mean a charge that Buyer must pay to Seller with regard to expediting the provisioning of a Service in less than the Provisioning Interval or as otherwise agreed by the Parties.

“Facility,” “Facilities” or “Seller’s Facilities” shall mean the facility(ies) that are (a) owned or leased by Seller and (b) for network facilities, on which it owns and operates its optronic and/or electronic equipment. For avoidance of doubt, the Facilities shall not include any facilities provided by the incumbent local exchange carrier nor any facilities through which a third party, including without limitation an incumbent local exchange carrier, provides services to Seller.

“FCC” shall mean the Federal Communications Commission of the United States of America or any other federal agency that succeeds to the responsibilities and authority of the Federal Communications Commission.

“Firm Order Confirmation” or “FOC” shall mean the confirmation form that Seller provides to Buyer to confirm the Scheduled Service Date and other details of the Service to be provided.

“Government Authority” shall mean any federal, state or local legislative body, department, office, instrumentality, agency, board, commission or court having jurisdiction over a Party or any portion of the work or obligations under this Agreement, including but not limited to the FCC and any PUC or other state utility governing body.

“Installation Notification” shall mean notification from Seller to Buyer that Buyer’s Service is available for use. The notification may or may not be officially labeled as an Installation Notification, depending on the Service involved, and depending on adjustments to the document title Seller may perform from time to time. The notification is a commercial service notification and Seller will not be required to send same to the official Address for Notices.

“Mean Time to Repair” or “MTTR” for any Service shall have the meaning set forth in the Product Supplement for such Service.

“Party” shall mean either Seller (including its applicable Affiliate(s)) or Buyer and “Parties” shall collectively mean both Seller and Buyer.

“Performance Assurance” shall mean collateral in the form of (i) cash, (ii) irrevocable letters of credit in favor of Seller issued and maintained by a major U.S. commercial bank or foreign bank with a U.S. office having a credit rating of at least A- by Standard & Poor’s Credit Market Services, a division of the McGraw-Hill Companies, or A3 by Moody’s Investor Service, Inc. (or successors thereto) in form and content acceptable to Seller, in its sole discretion, and continuing in full force and effect without disaffirmation, rejection, or repudiation by the issuer thereof, (iii) third party guaranty, or (iv) any other collateral agreed to by Buyer and Seller. Seller shall not be required to pay interest on or create a separate account for any Performance Assurance tendered.

“Person” means an individual, partnership, corporation, limited liability company, association, organization, business trust, joint stock company, trust, unincorporated association, joint venture, firm or other entity, or a government or any political subdivision or agency, department or instrumentality thereof.

“Point of Demarcation” shall mean the interface between the Facilities and the facilities of another party, including Buyer, its Users or another carrier, which will designate the point at which Seller’s responsibility to provide Service ends and the Buyer’s responsibilities commence. The Point of Demarcation will be identified on a Service Order, or otherwise designated by Seller.

“Provisioning Interval” for any applicable Service shall have the meaning set forth in the Product Supplement for such Service, as such period may be extended due to Force Majeure Events, any failure of Buyer to comply with the terms of this Agreement, or any fault or negligent act or omission of Buyer, or its User or any other party (other than Seller, and Seller’s vendors, contractors or Affiliates).

“Recurring Charges” shall mean the charges or fees under this Agreement that are recurring monthly or on the basis of some other defined period.

“Scheduled Service Date” shall mean the later of either (a) the expiration of the Provisioning Interval set forth in the applicable Product Supplement for any Service provided entirely on Seller's Facilities, or (b) the expiration of any maximum provisioning interval set forth in the applicable third party's tariff or contract, whichever is applicable, for any Service that has any portion provided on Third Party Facilities; and such Scheduled Service Date shall be extended on a day for day basis due to (i) any Force Majeure Event, (ii) any failure of Buyer to comply with the terms of this Agreement, or (iii) any fault or negligent act or omission of Buyer, its User or any other party. Notwithstanding the foregoing sentence, the Parties may instead expressly agree upon a Scheduled Service Date for the commencement of the applicable Service provided that Buyer sets forth a Scheduled Service Date in the Service Order and Seller sends a FOC for such Service Order. In the unlikely event the Scheduled Service Date or Provisioning Interval or other date of service stated in the FOC conflicts with any requested service date on the Service Order, the FOC date shall govern as the Scheduled Service Date, subject to agreement of the parties to expedite or delay such date.

“Service” or “Services” shall mean the service or services provided by Seller to Buyer pursuant to this Agreement. When referring to a particular Service, it shall mean the particular service as set forth on a Service Order.

“Service Order” shall mean the form pursuant to which Buyer requests Services under this Agreement, as provided by Seller.

“Service Outage” for any Service shall have the meaning set forth in the Product Supplement for such Service.

“Severely Errored Seconds” or “Severe Errored Seconds” shall have the meaning set forth in the definitions regarding path performance monitoring established by the American National Standards Institute (ANSI) T1.231-1997.

“Supp Charge” shall mean a charge that Buyer must pay to Seller with regard to Buyer's exercise of its right to defer the Scheduled Service Date in accordance with the applicable Product Supplement or as otherwise agreed by the Parties.

“Third Party Facilities” shall mean the facilities, including but not limited to telecommunication and information network facilities and colocation facilities, owned and/or operated by third parties over which all or a portion of the Services may be provided under this Agreement.

“Transmission Problem” for any Service shall have the meaning set forth in the Product Supplement for such Service.

“User” means anyone (including Buyer Affiliates) who uses or accesses any Service purchased by Buyer under this Agreement, including Buyer's customers, if any.

2. **REGULATORY MATTERS.** Each of Seller and Buyer represents and warrants to the other that it (i) is certified to do business in all jurisdictions in which it conducts business (ii) has all requisite corporate and other authority to execute this Agreement and respective Service Orders and otherwise perform its obligations under this Agreement, and (iii) is in good standing in all such jurisdictions. This Agreement is subject to, and the Parties agree to comply with, all applicable federal, state and local laws, and regulations, rulings, and orders of governmental agencies, including, but not limited to, the Communications Act of 1934, the Telecommunications Act of 1996, the Rules and Regulations of the FCC, and those of all applicable state public utility or service commissions (“PUC”). Buyer agrees to cooperate with Seller if requested to assist Seller in complying with any law, regulation or other legal requirement, as determined by Seller. Buyer covenants and agrees that it and all Users shall not use any Services for any illegal purpose or in any other unlawful manner. Buyer hereby warrants and represents that more than ten percent (10%) of the transmissions on each circuit-based Service provided hereunder shall be interstate transmissions or foreign transmissions as those terms are defined in 47 USC Sections 153(17) and 153(22) and that Buyer's uses for the Services will include use of the internet. If any Change in Law (a) prohibits Seller's performance under this Agreement, (b) makes Seller's performance illegal, impossible, uneconomical or impractical, (c) effects a change which has a significant adverse impact upon Seller's performance of its obligations under this Agreement, or (d) effects a change on any supplier, contractor, or landlord of Seller (or other party upon which Seller relies for purposes of providing Services hereunder) that materially impacts Seller's ability to provide the Services consistent with the original economic bargain between the Parties, then Seller shall have the right, at its sole discretion, to increase its rates for Services to reflect the increased costs resulting from such Change in Law, if applicable, or cease performance of any Service(s) covered by this sentence upon thirty (30) days' prior written notice (or less if required by law). The Parties will continue to perform all such obligations under this Agreement that are not so prohibited, impossible, impractical, uneconomical or adversely affected; provided, however, that if Seller determines that the performance of the remaining obligations would not reasonably maintain the essential purpose of this Agreement, then Seller shall have the right, at its sole discretion, to terminate this Agreement upon thirty (30) days' prior written notice without penalty or liability.

3. **FORCE MAJEURE.** Neither Party will be in breach or liable for any delay or failure in its performance under this Agreement (except with respect to any payment obligations under this Agreement) to the extent such performance is prevented or delayed due to a Force Majeure Event, provided that: (a) the non-performing Party will give the other Party notice as soon as reasonably practicable of the occurrence of the Force Majeure Event; and (b) the Party whose performance is delayed or prevented will proceed with all commercially reasonable efforts to overcome the events or circumstances preventing or delaying performance. For purposes of this Agreement, a “Force Majeure Event” shall mean any act or event that (i) renders it impossible or impractical for the affected Party to perform its obligations under the Agreement, and (ii) is beyond the reasonable control of the affected Party. By way of example and not limitation, a Force Majeure Event may include catastrophic storms or floods, lightning, earthquakes and other acts of God, wars, civil disturbances, revolts, insurrections, terrorist activity, sabotage, theft, vandalism, cable cuts or other actions by third parties, commercial embargoes, transportation disasters, fires, explosions, failures of suppliers, actions of a Governmental Authority that were not requested, promoted or caused by the affected Party, loss of a right to use intellectual

property or a determination that provision or use of the Services infringes or may infringe the intellectual property rights of a third party, and Changes in Law. If any portion of a Service is provided on Third Party Facilities, then in no event shall any Force Majeure Event occurring on such Third Party Facilities or the unavailability, incompatibility, delay in installation, or other impairment of Third Party Facilities excuse Buyer's obligation to pay Seller all rates and charges applicable to the Services, whether or not such Services are useable by Buyer.

4. **INSURANCE.** Buyer agrees to keep in full force and effect during the term of this MSA and any Service Order thereunder insurance of such types and amounts as are customary for companies its size in its industry.

5. **DISPUTE RESOLUTION.** Buyer hereby consents to the sole and exclusive jurisdiction of, and venue shall be in, the federal and state courts having a situs in Hidalgo County, Texas. FOR THE SAKE OF EXPEDIENCY AS A MATERIAL CONSIDERATION OF THIS AGREEMENT, BOTH PARTIES WAIVE THEIR RESPECTIVE RIGHTS TO HAVE A JURY TRIAL REGARDING ANY DISPUTE RELATED TO THIS AGREEMENT OR THE SERVICES PROVIDED OR NOT PROVIDED HEREUNDER AND AGREE NOT TO REQUEST A JURY IN ANY SUCH TRIAL.

6. **MISCELLANEOUS.** (a) Notices. Any notice required or desired to be given regarding this Agreement shall be in writing and may be given by personal delivery, by overnight courier service, by facsimile transmission or by certified mail. A notice shall be deemed to have been given (i) on the third (3rd) Business Day after mailing if such notice was deposited in the United States mail, certified, postage prepaid, addressed to the Party to be served at its Address for Notices; (ii) on the next Business Day when deposited with a commercial overnight service, prepaid and addressed to the Party to be served at its Address for Notices, or (iii) when delivered if given by personal delivery to the Party at its Address for Notice, (iv) if sent by facsimile, at the date and time of transmission as indicated on the facsimile transmission confirmation if sent during normal business hours of the notified party, or if not, on the next business day, with confirmation sent in any manner permitted under (i), (ii), or (iii) above, and (v) in all other cases when actually received at the Party's Address for Notices. The Address for Notices for Buyer shall be the address set forth on the first page of this MSA. The Address for Notices for Seller and/or its respective Affiliates is as follows: General Matters: President, 600 Ash Avenue, McAllen, Texas 78501, Phone: 956-687-7070; Payments: As set forth on the applicable invoice or otherwise as designated in writing by Seller or the respective Affiliate; Reporting Outages: 600 Ash Avenue, McAllen, Texas 78501, Phone: 956-687-7070 or other process of contact as allowed or required by Seller from time to time, including using electronic transmission and/or web access. Additionally, in the case of default or potential default by Buyer based on lack of sufficient payment, Seller may provide notice to Buyer via electronic communication, using an email address by which Seller had previously communicated with Buyer personnel.

(b) Assignment. This Agreement (or any rights hereunder) shall not be pledged, mortgaged, encumbered, assigned, delegated or otherwise transferred (including, without limitation, a transfer due to a change of control), in whole or in part, by Buyer without first obtaining the prior written consent of Seller, which consent shall not be unreasonably withheld. Any assignment, pledge, mortgage, encumbrance, delegation or transfer hereunder of Buyer's rights or obligations without Seller's consent shall be null and void, shall entitle Seller to suspend or terminate some or all of the Services provided hereunder at its option upon five (5) calendar days prior written notice to Buyer and shall constitute a default of a material obligation. In the event Buyer is receiving Services from more than one Affiliate of Seller and Seller desires to assign this Agreement with regard to certain Services to one or more of such Affiliates, Seller may do so, and Buyer acknowledges that this Agreement will be deemed assigned with regard to such Services to the Seller Affiliate named from time to time on the invoice for such Services. To the extent requested by Seller, Buyer will promptly cooperate in executing any additional documentation to demonstrate its agreement with each assignee, including executing an MSA substantially similar to this Agreement, but in the name of the assignee.

(c) Governing Law. This agreement shall be governed by and interpreted in accordance with the laws of the state of Texas, without giving effect to the choice of law principles of the state of Texas. The parties agree that this agreement shall be deemed to have been entered into and be performable in the state of Texas.

(d) Non-Waiver; No Partnership or Third Party Beneficiaries; Severability. No waiver by any Party of any of its rights with respect to the other Party or with respect to this Agreement or any matter or default arising in connection with this Agreement, shall be construed as a waiver of any other right, matter or default. Any waiver shall be in writing signed by the waiving Party. Any delay or omission of either Party to exercise any right hereunder shall not impair the exercise of any such right, or any like right, accruing to it thereafter. The failure of either Party to perform its obligations hereunder shall not release the other Party from the performance of such obligations except to the extent of such Party's express termination and suspension rights set forth in this Agreement. Neither Party shall be deemed to be the employee, agent, partner, joint venturer or fiduciary of any other Party under or in connection with this Agreement. This Agreement is made and entered into for the sole benefit of the Parties, and their permitted successors and assigns, and no User or any other Person shall be a direct or indirect legal beneficiary of, have any rights under, or have any direct or indirect cause of action or claim in connection with this Agreement. If, at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions hereof nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired thereby and the Parties shall promptly negotiate to restore this Agreement as near as possible to its original intent and economic effect.

(e) Interpretations. Unless expressly provided for elsewhere in this Agreement, this Agreement shall be interpreted in accordance with the following provisions: (i) Whenever the context may require, any pronoun used in this Agreement shall include the corresponding masculine, feminine, or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa. (ii) If a word or phrase is defined, its other grammatical forms have a corresponding meaning. If a word or phrase is not capitalized, then the word or phrase shall be interpreted in accordance with its commonly used meaning, provided that any words or phrases having well-known technical or trade meanings

shall be interpreted in accordance with such technical or trade meanings. (iii) A reference to a person, corporation, trust, estate, partnership, or other entity includes any of them. (iv) The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement. (v) A reference to any agreement or document (including without limitation a reference to this Agreement) is to the agreement or document as properly amended. (vi) A reference to any Party to this Agreement or another agreement or document includes the Party's authorized successors and assigns. (vii) A reference to legislation or to a provision of legislation includes a modification or reenactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it. (viii) The Master Service Agreement, these Definitions and General Terms, the Exhibits, the Product Supplements, the Service Orders, and the FOCs issued hereunder are complementary and should be read together to avoid inconsistent interpretations. However, in the event of irreconcilable conflicts between the terms of such documents, the following descending order of precedence shall prevail: (A) the FOC (solely for the Services that are the subject thereof), (B) Service Order (solely for the Services that are the subject thereof), (C) the Master Service Agreement, (D) these Definitions and General Terms, (E) the Product Supplements, and (F) any other documentation made part of the Agreement. (ix) Any facsimile or electronic message that is permitted to be delivered under this Agreement shall be valid and have the same force and effect as an original writing and the Parties waive any and all claims against the inadmissibility of such facsimiles or electronic messages. (x) If this Agreement references the ability of the Parties to determine and agree upon certain provisions on an individual case basis or in the Service Order and the Parties do not specify such provisions in writing in the Service Order or otherwise, then neither Party shall have any obligation with respect to such provisions for the applicable Service.



600 Ash Ave., McAllen, Texas 78501 Phone: (956) 687-7070

PRODUCT SUPPLEMENT - DEDICATED INTERNET ACCESS

To the Master Service Agreement

This Product Supplement-Dedicated Internet Access (this "Supplement") is incorporated by reference into and made part of that certain Master Service Agreement (including all attachments and incorporated documents, the "Agreement") entered into between the Seller and the Buyer who signed the Master Service Agreement, as expressly provided therein and shall be effective as of the Effective Date defined in the Master Services Agreement. This Supplement provides additional terms and conditions governing the DIA Services.

1. SERVICE DESCRIPTIONS

A. Dedicated Internet Access

- 1.1 "Dedicated Internet Access" or "DIA" shall mean a dedicated high-speed connection to the Internet. Over a single access port connect ("Port"), Buyer may select from several connectivity options, speeds, and billing methods as outlined below and/or as set forth on any Service Order for which Seller has issued a FOC. The available configurations are subject to technical limitations, and Seller shall determine the actual allowed and available configurations from time to time consistent with then current technical considerations. Among other things, due to protocol overhead, IP addresses may be assigned to Buyer by Seller as deemed appropriate by Seller at rates agreed to by the Parties, but such IP addresses remain the property of Seller and are not transferred to Buyer or its User upon termination or expiration of this Supplement or any respective Service Order. Buyer and its Users will promptly return such IP addresses, and cooperate with any additional documentation of same, upon termination or expiration of this Supplement or any respective Service Order.
- 1.2 **Technical Specification.** The DIA Service and related offerings shall conform with the technical standards as specified by the Internet Engineering Task Force ("IETF").
- 1.3 **Service Options.** DIA may be offered in two service types: "Committed Bandwidth" and "Bursting Bandwidth". The selected type of service, pricing and length of term commitment shall be specified on the Service Order Form.
 - (a) "Committed Bandwidth" is the provision of a fixed capacity internet access port. A fixed capacity Port is provisioned as a Port up to the bandwidth purchased by Buyer, giving Buyer the ability to use the full Port bandwidth. The monthly Recurring Charge ("MRC") is fixed each month and does not change due to usage of the Port.
 - (b) "Bursting Bandwidth" allows the Buyer to use bandwidth above its Committed Bandwidth rate up to levels as agreed to in the Service Order consistent with the terms herein. The MRC for Bursting Bandwidth shall be calculated as follows: Seller will measure bandwidth usage, in five minute intervals, for each point of connection between Buyer and Seller's DIA network in two categories: incoming and outgoing traffic. At the end of each month, all data samples in each category in excess of the Committed Bandwidth rate will be sorted from highest to lowest and the top five percent (5%) of such measurements will be discarded. The highest remaining data sample in the higher of the two categories will then constitute the bandwidth usage level for that particular month. Bursting Bandwidth is the amount by which bandwidth usage for the particular month exceeds the Committed Bandwidth.

- (c) Invoicing for the MRC shall be in advance for Committed Bandwidth charges and in arrears for Bursting Bandwidth charges. Billing for a Bursting Bandwidth service period shall be billed in arrears no later than the second billing cycle following the period measured.

1.4 Definitions. Capitalized terms of phrases not defined in this Supplement shall have the definitions ascribed thereto in the Agreement. In addition to terms or phrases defined elsewhere in the Agreement or this Supplement, the following terms or phrases, where capitalized, shall be defined as follows:

“BGP-4 Routing” shall mean Border Gateway Protocol, version 4 (“BGP-4”), a routing protocol enabling packets with user data to travel between remote locations on the internet and to exchange information between autonomous systems within the internet. The provision of BGP-4 is subject to certain policies and procedures which will be reviewed with Buyer upon request.

“Demarc Extension” or “Extended Demarc” shall mean a build to extend Services from Seller’s stated Point of Demarcation to Buyer’s Point of Demarcation. In most cases, Seller’s stated Point of Demarcation is the Incumbent Local Exchange Carriers’ (“ILEC”) minimum point of entry (“MPOE”). Non-Recurring Charges for any Demarc Extension will be on an individual basis.

“DNS” or “Domain Name Server” shall mean a system for converting host names and domain names into IP addresses on the Internet or on local networks that use the TCP/IP protocol.

“E-BGP” shall mean an External Border Gateway Protocol, a routing protocol enabling packets with user data to travel between remote locations on the internet and to exchange information between autonomous systems within the internet.

“HSRP” shall mean Hot Standby Routing Protocol, a proprietary routing protocol from CISCO for fault tolerant IP routing which enables a set of routers to work together to present the appearance of a single virtual router or default gateways to the hosts on a local area network (“LAN”).

“Internet Protocol Address” or “IP Address” shall mean an address in four-part numerical format that uniquely identifies a computer accessible over a TCP/IP-based LAN or the Internet, for example, 127.0.0.10.

“Local Loop Service” shall mean any transport service requested by Buyer and provided by Seller to connect a site with a Port.

B. Professional Services

- 1.1 “Professional Services” shall mean offering firewall equipment for purchase, a one-time basic firewall configuration service and connection of the purchased firewall to Seller’s Point of Demarcation.
- 1.2 Equipment Options. Buyer may purchase the selected type of equipment and pricing shall be specified on the Service Order form.
- 1.3 Configuration Services. Seller will provide the following one-time configuration services:
 - (i) Physical setup and configuration of network settings for the firewall.
 - (ii) Connect the firewall to Seller’s Demarcation Point.
 - (iii) Update firewall firmware as needed
 - (iv) For the firewall specified on the Service Order, firewall setup for Buyer’s WiFi network
 - (v) Update administrator username and password on the firewall
 - (vi) Test the connectivity to Seller’s DIA Service

- (vii) Establish DHCP service on the firewall as needed

2. PROVISIONING INTERVALS FOR FACILITIES

- 2.1 Provisioning Intervals. Seller will use reasonable commercial efforts to meet the following Provisioning Intervals for the DIA Services that are provided entirely on Seller's Facilities:

<u>Service Description</u>	<u>Minimum Provisioning Intervals</u> (In Business Days from date of Service Order)
Port Only	10
Port and Local Loop Service (DS-1)	20
Port and Local Loop Service (Ethernet)	ICB

The Provisioning Intervals for all other Services shall be provided by Seller on an individual case basis and as set forth in the applicable Service Order FOC.

- 2.2 Remedies. If the Commencement Date does not occur prior to the Scheduled Service Date with regard to Services and such delay in the Commencement Date is not due to a Force Majeure Event or an act or omission of Buyer, Buyer's Users or their respective representatives, then the following remedies shall apply:

- (a) Delay of Recurring Charge. Buyer shall not be obligated to pay the Recurring Charges until such time as the Service commences.
- (b) Termination of Service. If the Commencement Date does not occur on or before sixty (60) days following the applicable Scheduled Service Date, then Buyer shall have the right to terminate the applicable Service by providing written notice to Seller to the extent that such notice is provided prior to the Commencement Date. In such event, unless otherwise provided in the Service Order, Buyer shall not be obligated to pay, and shall receive reimbursement for any amounts previously paid with regard to, any Recurring Charges associated with such Service.
- (c) **SOLE AND EXCLUSIVE REMEDIES: THE PARTIES ACKNOWLEDGE THAT THE REMEDIES IN THIS SECTION 2 SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF BUYER AND THE SOLE AND EXCLUSIVE LIABILITY OF SELLER FOR THE FAILURE OF THE COMMENCEMENT DATE TO OCCUR PRIOR TO THE SCHEDULED SERVICE DATE OR ANY OTHER DELAY IN PROVIDING THE SERVICE.**

- 2.3 Supp or Deferral Rights. With respect to any Services provided entirely on Seller's Facilities, Buyer shall have the right to request up to three (3) deferrals of the Scheduled Service Date; provided that, unless otherwise agreed by Seller, in no event may Buyer request a deferral of more than thirty (30) days in aggregate from the Scheduled Service Date set forth in the initial FOC for the Service. The Supp Charges applicable to any such deferrals of the Scheduled Service Date are as set forth in Seller's Miscellaneous Price Schedule. With respect to any Services provided in whole or in part on Third Party Facilities, any rights of Buyer to deter the Scheduled Service Date and any associated charges shall be determined by the Seller on an individual case basis.

3. TESTING PROCEDURES FOR FACILITIES

Seller agrees to use reasonable commercial efforts throughout the provisioning process so that the Service, when tendered to Buyer, meets the technical specifications set forth in this Supplement.

4. **PERFORMANCE AND OPERATING STANDARDS FOR FACILITIES**

4.1 Availability. If a Service Outage (as defined below) occurs with respect to Services provided entirely on Seller's Facilities and Seller is unable to provide the Services at the Availability Factors (as defined below), then Seller will credit Buyer's invoice for the applicable period with an amount equal to the Service Outage Credit (as defined below) in the month following the request by Buyer and determination of the applicable Service Outage Credit pursuant to the provisions set forth below; provided that Buyer must request such Service Outage Credit and such request must be made within ten (10) days of the applicable Service Outage. If a Chronic Service Outage (as defined below) occurs for any Service, then Buyer shall have the right to terminate the applicable Service consistent with paragraph (e) of Section 4.2.

4.2. Service Outage. A "Service Outage" shall mean that Buyer is unable to exchange IP packets over the Service via the Network Port.

(a) A Service Outage shall begin upon the earlier of Seller's actual knowledge of the Service Outage or Seller's receipt of written notice from Buyer of the Service Outage and shall end upon the correction of the loss of service.

(b) Notwithstanding the above, a Service Outage shall not be deemed to have occurred and no Service Outage Credits will apply:

(i) during periods (A) of less than ten (10) minutes, (B) in which Seller is not given access to its Facilities or equipment that are required to provide the Services or to remedy any Service Outage, (C) in which planned or scheduled maintenance and repair activities are occurring, (D) in which Buyer or its User continues to use the Services on an impaired basis, or (E) that are not reported to Seller within ten (10) days of the date the Service was affected;

(ii) for interruptions that are caused by or due to (A) acts or omissions of Buyer, its User or another third party, (B) the failure or malfunction of facilities or equipment not owned or operated by Seller, including without limitation the failure of the power supply, or (C) a Force Majeure Event or (D) disconnections by Seller for non-payment or other contract default or breaches by Buyer; and

(iii) for Services utilizing in whole or in part Third Party Facilities.

(c) Availability Factor. The following Availability Factors shall apply to DIA Services that are provided entirely on Seller's Facilities:

(i) Port Only – 99.999%

(ii) Port with DS-1 Local Loop Service – 99.90%

(iii) Port with Ethernet Private Line Local Loop Service

i. Unprotected – 99.0%

ii. Protected (Network protection; no client protection) – 99.9%

iii. Load Shared – 99.99% one of the two diverse paths will be available.

(iv) Port with Metro Ethernet Service – 99.90%

The Availability Factors set forth above shall apply for each calendar quarter and is a measurement of the percent of total time that Service is operative and deemed available to Buyer in accordance with the above specifications when measured over such period. The Availability Factor for any other Service will be as agreed to by Seller and Buyer in writing.

(d) Service Outage Credit. With respect to any Service Outages in excess of the Availability Factors, the Service Outage Credit shall be equal to an amount equal to (a) the Recurring Charge applicable to the affected Service during the calendar quarter in which the Service Outage occurred multiplied by (b) the number of hours or fractions thereof that the Service Outage occurred

during the applicable period divided by 2160 hours. Service Outage Credits are calculated after deduction of all discounts and other special pricing arrangements, and are not applied to governmental fees, taxes, surcharges and similar additional charges, nor are credits available for any usage based Services. **OTHER THAN THE ADDITIONAL TERMINATION REMEDY SET FORTH BELOW FOR CHRONIC SERVICE OUTAGES, BUYER'S RIGHT TO RECEIVE SUCH SERVICE OUTAGE CREDIT SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND THE SELLER'S SOLE AND EXCLUSIVE OBLIGATION IN THE EVENT OF A SERVICE OUTAGE OR FOR ANY OTHER CLAIM THAT SELLER FAILED TO MEET ITS OBLIGATIONS IN THE PROVIDING OF THE SERVICE.**

- (e) Chronic Service Outage. An affected Service shall be deemed to have experienced a "Chronic Service Outage" to the extent that in any calendar month (i) four or more Service Outages have occurred with each such Service Outage having a duration of more than thirty (30) minutes or (ii) one Service Outage has occurred for a duration of more than forty-eight (48) hours, in each case where the applicable Service Outage has been reported by Buyer to Seller with respect to any Service within ten (10) days. If a Chronic Service Outage occurs, then Buyer shall have the right to terminate the affected Service upon providing written notice to Seller, without the incurrence of any Termination Charge; provided that Buyer terminates the applicable Service on or before the expiration of the calendar month following which the Chronic Service Outage occurred. **BUYER'S RIGHT TO TERMINATE THE AFFECTED SERVICE SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND THE SELLER'S SOLE AND EXCLUSIVE OBLIGATION IN THE EVENT OF A CHRONIC SERVICE OUTAGE.**

4.3 PERFORMANCE LIQUIDATED DAMAGES. FOR THIS SUPPLEMENT, THE REMEDIES OF BUYER IN SECTIONS 2.2(C), 4.2(D), AND 4.2(E) HEREOF SHALL CONSTITUTE BUYER'S PERFORMANCE LIQUIDATED DAMAGES FOR THE SERVICE OFFERED UNDER THIS SUPPLEMENT AND CONSTITUTE BUYER'S SOLE AND EXCLUSIVE REMEDY FOR ANY PERFORMANCE RELATED TO OR ARISING FROM THE SERVICE OFFERED HEREUNDER.

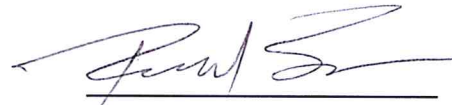
5. RULES AND REGULATIONS FOR USE OF DIA SERVICE

- (a) As a condition of Buyer's use of the DIA Service, Buyer warrants to Seller that neither it nor its Users will use the DIA Service for any purpose that is unlawful or prohibited by these terms, conditions, and notices. Buyer agrees to abide by, and shall cause its Users to abide by, all applicable local, state, national and international laws and regulations. Buyer is solely responsible for all acts or omissions that occur under its account, including the content of Buyer's and its Users' transmission through the DIA Service.
- (b) Buyer agrees that it and its Users shall comply in all respects with Seller's Acceptable Use Policy ("AUP"), as set forth under the AUP link at www.smartcomtelephone.com/aup. Buyer acknowledges that it has reviewed and agrees to the provisions of the AUP.

Signed Bid Certification Page

I hereby certify that our organization has reviewed, acknowledged, and is submitting a proposal which meets or exceeds the requirements outlined in this RFP.

Robert Sanchez / K-12 Account Specialist
Employee Name / Title


Signature

SmartCom Telephone LLC
Company Name

December 1, 2023
Date

Spectrum Enterprise

Proposal for Hector P. Garcia Memorial Library

Form 470 Number: 240001090

Presented To:
Marisol Vidales
434 S Ohio St.
Mercedes, TX 78570
mvidales@cityofmercedes.com
klewis@e-ratecentral.com
mrocha@cityofmercedes.com

Presented By:
Gary Simpson
Major Account Manager - Gov/Ed
1900 Blue Crest Ln.
San Antonio, TX 78247
(210) 582-9122
gary.simpson@charter.com

Monday, December 11, 2023

Marisol Vidales
Hector P. Garcia Memorial Library
434 S Ohio St.
Mercedes, TX 78570
mvidales@cityofmercedes.com
klewis@e-ratecentral.com
mrocha@cityofmercedes.com

Dear Marisol:

Spectrum Enterprise¹ ("Spectrum") is pleased to submit the enclosed proposal in response to your Request for Proposal ("RFP"). Our response demonstrates Spectrum's ability to provide network solutions that will enable Hector P. Garcia Memorial Library to satisfy its technology needs.

Spectrum provides advanced broadband services nationally to more than 16,000 schools and libraries, representing over 2,500 school districts. Affordable broadband access is delivered to over eight million students, enabling digital teaching and learning within the classroom.

Partnering with Spectrum provides our customers the foundation for new opportunities, innovation, and exceptional experiences, along with industry leading customer services and support.

Thank you for the opportunity to respond to your RFP. Gary Simpson is leading Spectrum's effort. Please do not hesitate to contact Gary at (210) 582-9122 or gary.simpson@charter.com.

Sincerely,

A blue DocuSigned signature box containing the text "DocuSigned by:" and a stylized signature of "Jacob Kuta". Below the signature is a long alphanumeric string "8E656745669E473...".
8E656745669E473...
Jacob Kuta

Manager, Sales Vertical Accounts

¹ Spectrum Enterprise is a commercial brand of Charter Communications, Inc. The legal entity submitting this proposal is Charter Communications Operating, LLC, a subsidiary of Charter Communications, Inc.

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TERMS OF OFFER

This proposal alone shall not be considered an acceptance of an offer by Hector P. Garcia Memorial Library ("Customer") or otherwise be sufficient to create a binding contract between Hector P. Garcia Memorial Library and Spectrum.

Spectrum's bid is based upon services being delivered under the terms of the Spectrum Enterprise Service Agreement which incorporates the Spectrum Commercial Terms of Service (available at <https://enterprise.spectrum.com/legal/terms-and-conditions.html> or any successor URL) plus any related attachments, Service Level Agreements and applicable Service Order(s) (collectively, the "Agreement").

Spectrum remains open to negotiating the Agreement, and once a mutually negotiated contract is entered into by the parties, it shall supersede and replace any terms and conditions of the RFP.

In the event only a portion of Spectrum's proposal is accepted, Spectrum reserves the right to further negotiate the terms of such partial acceptance prior to final bid award acceptance by Spectrum.

In the event of a bid award to Spectrum by Hector P. Garcia Memorial Library based on this proposal, if the full Agreement is not executed by the applicable Federal Communications Commission ("FCC") submission deadline due to delays in negotiation, and the parties have not terminated such negotiations, then for purposes of FCC rules and related Universal Service Administrative Company ("USAC") requirements, an agreement incorporating the terms of the Spectrum Enterprise Service Agreement and the bid locations, services, bandwidth capacities, and pricing contained in this proposal will be deemed to exist.

The terms of this proposal are confidential and should not be disclosed directly or indirectly to any third party, except as may be required by law.

The qualifications stated herein apply to all parts, provisions, and documents of the RFP and Spectrum's response, regardless of whether an explicit exception or qualification is taken thereto by Spectrum.

TERMS AND ABBREVIATIONS

Technology evolves at a rapid pace and Spectrum stays on the cutting edge of that evolution. The terms used to describe specific technologies or services are sometimes cumbersome and become abbreviated for colloquial use. We have provided a list of the terms used throughout this proposal and their corresponding abbreviations for your convenience. Capitalized terms used but not defined herein shall have the meanings assigned in the Agreement.

GENERAL TERMS	ABBREVIATION
INFORMATION TECHNOLOGY	IT
SERVICE PROPOSAL TERMS	ABBREVIATION
MONTHLY RECURRING CHARGE	MRC
ONE-TIME CHARGE	OTC
QUANTITY	QTY
INTERNET PROTOCOL	IP
ETHERNET SERVICES TERMS	ABBREVIATION
CUSTOMER PREMISE EQUIPMENT	CPE
ETHERNET PRIVATE LINE	EPL
ETHERNET PRIVATE LOCAL AREA NETWORK	EP-LAN
ETHERNET VIRTUAL PRIVATE LINE	EVPL
METRO ETHERNET FORUM	MEF
USER-TO-NETWORK INTERFACE	UNI
WIDE AREA NETWORK	WAN
FIA TERMS	ABBREVIATION
FIBER INTERNET ACCESS	FIA
LOCAL AREA NETWORK	LAN
ENTERPRISE AND STRATEGIC MARKETS NETWORK OPERATIONS CENTER	ESM NOC
SERVICE LEVEL AGREEMENT	SLA

EXECUTIVE SUMMARY

Spectrum is pleased to provide this response illustrating our ability to provide Hector P. Garcia Memorial Library with network solutions. We take pride in being an innovative resource for businesses, schools and communities. Our reliable and economical service is a natural fit with your mission.

Bring Advanced and Affordable Technology to Your Schools and Libraries

Advanced network solutions and computing technologies in the classroom have become vital to education. Unfortunately, today's challenging economic environment has put education and technology budgets under tremendous pressure. It is a challenge for schools to get access to technologies that help drive greater student achievements.

The Federal Government created the E-Rate program to help fund communications services for schools and libraries. This program offers 20-90 percent off standard retail rates on qualified communications services to eligible schools and libraries. Technology and education have converged, and your communications needs are growing rapidly.

Spectrum's Solution

Since 1998, Spectrum has worked with thousands of E-Rate accounts. Our experience in this area will provide E-Rate specialists who understand:

- ▶ rules and regulations to participate in the program
- ▶ billing and standard discounts

Federally funded E-Rate discounts have made today's technology more affordable.

Get Powerful Services with the Financial Benefits of E-Rate

Research shows that technology use is a top-five indicator of better discipline, better attendance, and increases in college enrollment. Educational organizations are leveraging E-Rate by partnering with Spectrum to reduce cost and implement technology for greater student achievement.

Unsurpassed Expertise and Customer Support

A network of specially trained, industry experts support Spectrum. We have around-the-clock, U.S. based business support centers and knowledgeable, locally based technicians who are specifically trained to help with your unique needs. Our dedicated work ethic, shared knowledge, and proprietary systems allow us to ensure that the solutions we are proposing to Hector P. Garcia Memorial Library will match your specific and discrete needs.

When you collaborate with Spectrum for network solutions, we assign an account team who will support your services:

- ▶ **Account Executive:** a dedicated, local market expert who is available for your consultation needs
- ▶ **Sales Engineering:** trained technical experts who customize designs based on your needs
- ▶ **E-Rate Specialists:** experienced with E-Rate rules and regulations and are billing and standard discounts experts
- ▶ **Project Management:** customer focused experts who manage your build and communicate with you every step of the way
- ▶ **Account Manager:** your point of contact; responsible for providing you with accurate billing and consultation on future growth needs
- ▶ **Enterprise Network Operations Center:** 24/7 facilities that continuously monitor the network

Customers have direct access to our Government Subsidized Programs ("GSP") department which specializes in government funded programs for eligible customers.

To support E-Rate program participation, Spectrum:

- ▶ Provides to the Customer an ("FCC") Form 471 Funding Recommendation Letter after the FCC Form 470 and awarded Agreement review.
- ▶ Reviews FCC Form 471 for possible errors and omissions and distributes to the customer accompanying Receipt Acknowledgement Letter ("RAL") Modification recommendation necessary to maximize eligible funding.
- ▶ Monitors Service Provider Invoicing ("SPI") submissions and SPI discount application (FCC Form 474).
- ▶ Will be available to address program questions, or concerns via email.

IMPLEMENTATION PLAN

Upon award of the project, Spectrum will meet with Hector P. Garcia Memorial Library technical staff to create the project work plan. The work plan will include an assessment of site readiness with specific recommendations based upon site visits. A project work schedule will be jointly prepared with Hector P. Garcia Memorial Library, identifying key project milestones.

Sample Implementation Timeline

Description	Resource	Result	Time Duration
Project Initiation	Internal	Project released to Spectrum's Service Delivery team. Project manager makes contact with Customer	1 week
Project Initiation	Internal	Internal kickoff design review, develop deployment strategy, review timelines, risks, project materials ordered, construction tasks begin	1 week
Project Execution	External	External kickoff call with Customer	1 week
Project Execution & Control	Internal / External	Recurring internal / external project meetings to update status, review action items, and go over project risks	1 week
Project Execution & Control	Internal / External	Weekly recurring internal and Customer project meetings, material receipt, fiber construction activities, facility build-outs, equipment deployment, provisioning, risk mitigation, test and turn-up for sites that become ready	4 weeks
Project Closure	Internal / External	Test and turn-up documents delivered to Customer, ENOC enrollment for monitoring	1 week

Spectrum's project implementation plan is to be used as an estimate only. Milestones are projected dates. Actual dates and time frames may vary due to, but not limited to, inclement weather.

The team that will be assigned to this project is experienced in designing, implementing and maintaining large scale networks. Spectrum's in-house project managers will be dedicated to this project and will serve as the point of contact for the entire project life cycle. Our project managers understand the importance of deadlines and customer expectations.

Spectrum operates with a team concept so that cross-checking of work outputs and resource backup is always in place, and more than one individual understands each process from beginning to end. Qualified personnel with the depth of knowledge in the same processes and procedures used in this project are accessible in the event an assigned team member becomes unavailable.

Upon completion of the construction, the project will be handed off to a local network technician who will install the Spectrum provided and owned Cisco or comparable switch(es), as applicable, at Customer's site. The network technician will work with

the ENOC to verify connectivity and to provision the correct bandwidth. Once installation and testing are complete, Hector P. Garcia Memorial Library will be notified that the Service(s) is available for use.

FIBER INTERNET ACCESS FOR K-12 EDUCATION

Count on the reliability, bandwidth and speed of a dedicated internet connection.

Today's K-12 schools and districts depend on high-performing internet solutions to keep critical applications running and personalized and online learning operational. A dependable internet connection ensures high performance for your network resources, allowing you to better serve students, educators and staff.

Spectrum Enterprise Fiber Internet Access (FIA) is a dedicated service that offers reliable connectivity nationwide with performance and support you can count on. Delivering scalable internet access, we offer 99.99 percent service availability all the way to the equipment at your location.

Product highlights

- **Superior performance:** Improves productivity through a high-performing internet service that ensures reliable connectivity.
- **Scalability and reach:** Provides a scalable platform with national reach and dense metro coverage to support current and future bandwidth needs.
- **Business continuity:** Allows for optional solutions to support internet uptime in the event of a disruption.
- **End-to-end support:** Provides a single, nationwide contact point for services and support including in-building connections to your equipment.
- **Value:** Offers cost-effective, straightforward pricing.

Key features

- A dedicated connection that is not shared with others, delivered over a reliable, advanced fiber network.
- Service-level agreement (SLA) provides service availability while also assuring low latency, jitter and packet loss all the way into the client suite.
- Symmetrical access that scales up to 100 Gbps.
- 24/7/365 U.S.-based support and local technicians.
- Automatic wireless backup option provides seamless failover and failback functionality with battery backup and unlimited data.
- Multiple physical diversity and redundancy options to help protect your network.

FIA technical specifications

Network

- IP over IEEE 802.3-based, full-duplex, non-circuit switched services.
- Provisioned via our advanced fiber network from the client premises to one of many hub locations throughout the Spectrum Enterprise network footprint.
- Built-in network redundancy provides highly reliable and secure internet access.
- Fiber access circuits are unaffected by electromagnetic interference.

Routing

- Static or border gateway protocol (BGP) traffic routing options.

Internet access demarcation

- Fiber connections to the Spectrum Enterprise network are monitored 24/7/365 via a dedicated network interface device (NID).
- Traffic is securely routed over the Spectrum Enterprise IP network until it is delivered to the internet.
- Demarc extensions included for most buildings in footprint.

Static IP addresses:

- Initial IP block is included.
- Additional IP address space available upon request.
- Support for dual stacking of IPv4 and IPv6.

Optional services

Enhance FIA with a suite of technology services designed to protect, simplify and improve the performance of your network.

- **Wireless Internet Backup:** Get automatic wireless internet failover and failback service that is managed for you.
- **Wireless Internet:** Provide primary or secondary internet access over LTE Advanced technology with this all-inclusive wireless internet service.
- **Managed Network Edge:** Simplify the deployment and management of your network with this modular, all-in-one solution. Delivered over the Cisco Meraki platform, the solution offers security, routing, SD-WAN, WiFi, switching and cameras. Achieve flexibility and scalability with connectivity, equipment and network management from a single partner.
- **Managed SD-WAN:** Achieve greater visibility and control with a complete, virtualized WAN service that allows for application-aware routing while reducing network complexity and cost.
- **Managed Router Service:** Efficiently route traffic and improve bandwidth use without investing in hardware or day-to-day management.
- **Managed Security Services:** Protect your network with a fully managed solution that offers a firewall and unified threat management (UTM), intrusion detection and prevention, anti-malware, antivirus, event log management and more.
- **DDoS Protection:** Guard against malicious volumetric attacks designed to overload your network with world-class distributed denial of service (DDoS) threat identification and mitigation.
- **Managed WiFi:** Meet student, educator and staff demands for reliable connections to the internet with ubiquitous coverage across your buildings and 24/7/365 support.

Learn more

enterprise.spectrum.com/K12ed

SPECTRUM BUSINESS INTERNET

Deploy flexible broadband for primary or secondary internet connections.

Spectrum Business Internet delivers fast and reliable internet connectivity with the enterprise-level experience you expect. Support your advanced network needs with a broadband connection that offers flexible speeds.

The service enables your organization to provide a cost-effective internet connection with 99.9 percent network reliability. You can combine Spectrum Business Internet with our high-performance Fiber Internet Access service to fortify business continuity, manage peak demand, offload nonessential traffic and make more efficient use of network resources.

Product highlights

- **Business continuity:** Provides a second internet connection to keep organizations up and running in the event of an internet disruption.
- **Network augmentation:** Complements or supplements fiber networks by providing asymmetrical upload and download connectivity options that can be used for applications with lower bandwidth requirements.
- **Network-isolated internet access:** Delivers internet access separated from regular business traffic for applications like retail point-of-sale (POS) terminals, break rooms or guest access.

Key features

- No speed throttling or bandwidth caps.
- Reliable connectivity to support business applications in the cloud.
- 24/7/365 U.S.-based support, local technicians and client service managers accountable for issue resolution.
- Connectivity to software-defined wide area networks (SD-WAN) or special routing for better network design.

Bandwidth that grows with your business

Plan	Speed
Spectrum Business Internet	Up to 300 Mbps download speed / 10 Mbps upload speed
Spectrum Business Internet Ultra	Up to 600 Mbps download speed / 35 Mbps upload speed
Spectrum Business Internet Gig	Up to 1 Gbps download speed / 35 Mbps upload speed



Optional services

Enhance your internet service with a suite of technology services designed to protect, simplify and improve the performance of your network.



Wireless Internet
Provide primary or secondary internet access over LTE Advanced technology with this all-inclusive wireless internet service.



Managed Router Service
Efficiently route traffic and improve bandwidth use without investing in hardware or day-to-day management.



Managed Network Edge
Simplify the deployment and management of your network with this modular, all-in-one solution delivered over the Cisco Meraki platform. The service offers security, routing, SD-WAN, WiFi, switching and cameras so you achieve flexibility and scalability with connectivity, equipment and network management from a single partner.



Managed WiFi
Meet customer demands for reliable connections to the internet with ubiquitous coverage across your facilities and 24/7/365 support.

Learn more

enterprise.spectrum.com/BusinessInternet

SPECTRUM SERVICE PROPOSAL

Spectrum's proposal, including pricing, is subject to the following contingencies:

- ▶ Final engineering, design and site visits; and
- ▶ Acceptance of and entering into the Agreement (as may be negotiated by the parties as stated in the Terms of Offer section above), which shall govern the contractual relationship between the parties and the provision of the services under such contract.

Investment for Spectrum Services

Service Location	Service	Bandwidth / Product Description	Initial Order Term (Months)	QTY	MRC	OTC
434 S Ohio Ave, Mercedes, TX 78570	FIA	500 Mbps	12	1	\$1,120.00	\$0.00
434 S Ohio Ave, Mercedes, TX 78570	FIA	1 Gbps	12	1	\$1,150.00	\$0.00
434 S Ohio Ave, Mercedes, TX 78570	FIA	500 Mbps	24	1	\$1,060.00	\$0.00
434 S Ohio Ave, Mercedes, TX 78570	FIA	1 Gbps	24	1	\$1,060.00	\$0.00
434 S Ohio Ave, Mercedes, TX 78570	FIA	500 Mbps	36	1	\$650.00	\$0.00
434 S Ohio Ave, Mercedes, TX 78570	FIA	1 Gbps	36	1	\$650.00	\$0.00
434 S Ohio Ave, Mercedes, TX 78570	FIA	500 Mbps	60	1	\$576.00	\$0.00
434 S Ohio Ave, Mercedes, TX 78570	FIA	1 Gbps	60	1	\$650.00	\$0.00
434 S Ohio Ave, Mercedes, TX 78570	Static IP (1)	N/A	All Terms	1	\$0.00	\$0.00
434 S Ohio Ave, Mercedes, TX 78570	Static IP (5)	N/A	All Terms	1	\$0.00	\$0.00
434 S Ohio Ave, Mercedes, TX 78570	Business Internet	600 Mbps x 35 Mbps	12, 24, 36, 60	1	\$114.99	\$0.00
434 S Ohio Ave, Mercedes, TX 78570	Business Internet	1 Gbps x 35 Mbps	12, 24, 36, 60	1	\$149.99	\$0.00

434 S Ohio Ave, Mercedes, TX 78570	Static IP (1) w/ Business Internet	N/A	All Terms	1	\$9.99	\$0.00
434 S Ohio Ave, Mercedes, TX 78570	Static IP (5) w/ Business Internet	N/A	All Terms	1	\$19.99	\$0.00

Pricing is provided only for the sites shown in the Service Proposal. Pricing for additional sites shall be determined upon Spectrum's receipt of site information for the new service location, evaluation of the requested services, performance of surveys, and other information that may be required.

Pricing shown above is exclusive of taxes, fees and surcharges. The MRCs and OTCs are subject to taxes, fees and surcharges as described in Section 7(b) (Taxes, Surcharges and Fees) of the Agreement.

Customer's Service Order shall incorporate the following clause as it relates to funding:

E-Rate Funding Contingency

Customer may submit this Service Order and the Agreement to the Schools and Libraries Division of the Universal Service Administrative Company, (i.e., the entity appointed by the Federal Communications Commission to administer the Universal Service Program with respect to Schools and Libraries (E-Rate) funding) as part of any application seeking a federal subsidy or funding.

Customer is responsible for notifying Spectrum of its election of either the Service Provider Invoice (SPI) or Billed Entity Applicant Reimbursement (BEAR) discount method by May 15th prior to the applicable funding year. Customer must complete and return an E-Rate Discount Election Form to Spectrum prior to such date, or Customer will be deemed to have chosen the BEAR discount method for the funding year.

Upon Spectrum's receipt of appropriate notice that Customer is an approved E-Rate program participant for a Service, Spectrum will invoice Customer for the Service in accordance with E-Rate guidelines and/or rules. If Spectrum invoices Customer for a Service pursuant to any E-Rate program rates, discounts or credits in advance of receiving such notice and Customer's request for E-Rate program funding is denied, limited or reduced, Spectrum will invoice Customer and Customer will pay the difference between such invoiced amount(s) and the actual amount of the charges for the Service as described in this Service Order. Notwithstanding anything herein to the contrary, Customer's obligations under this Service Order shall remain in full force and effect in the event Customer withdraws or is removed from the E-Rate program, receives E-Rate program funding that is less than Customer's requested funding amount, or is denied E-Rate program funding for any Service described in this Service Order. For the avoidance of doubt, Customer is solely responsible for all charges for services, as described in this Service Order, that were installed prior to the E-Rate program funding year start date.

Contract Extension

Spectrum agrees to include the following clause in applicable Service Orders:

Customer shall have the option to renew this Service Order for up to three (3) additional consecutive twelve (12) month terms (each, a “Renewal Term” and collectively with the Initial Order Term, the “Order Term”), at the same MRC set forth in this Service Order, by providing notice of such renewal to Spectrum at least thirty (30) days prior to expiration of the then-current Order Term (i.e. either the Initial Order Term or a Renewal Term, as applicable). If Customer does not exercise its option to renew the Service Order for an available Renewal Term in accordance with the foregoing, then upon reaching the end of the then-current Order Term the Service Order shall automatically renew for successive one-month terms (each, a “Monthly Renewal Term”). Thereafter, either Spectrum or Customer may terminate the Service Order by providing notice of termination to the other Party at least thirty (30) days in advance of, and to be effective as of, the expiration of a Monthly Renewal Term.

Upgrade Path

Customer shall have the option to add Services or, if applicable, increase speed and bandwidth during the Order Term of the Service Order, provided Spectrum is able to accommodate Customer’s request. Customer will notify Spectrum of its desired additional Services or increased speed and bandwidth and shall be responsible for the corresponding increase in MRCs for such additional Services or increased speed and bandwidth, as well as construction and installation costs (if applicable). Added services may be coterminous with the Initial Order Term of the original Service Order if the parties agree upon appropriate MRCs and any OTCs to account for the decreased Initial Order Term for such additional Services. Spectrum agrees to include language within individual Service Orders that set forth the specific upgrade options available to the Customer during the Order Term.

Spectrum Enterprise

FIBER INTERNET ACCESS SERVICE LEVEL AGREEMENT

This document outlines the Service Level Agreement (“SLA”) for Fiber Internet Access (“FIA”) fiber-based service (the “Service”).

This SLA is a part of, and hereby incorporated by reference into the Spectrum Enterprise Service Agreement (including the terms and conditions, attachments, and Service Orders described therein, the “Agreement”). To the extent any provision of this SLA conflicts with the Agreement, this SLA shall control. All SLA Targets in the table below are measured from Customer’s Service Location to the location where Spectrum Enterprise has local access to the Internet (the Spectrum Enterprise “Point of Presence” or “POP”) at the individual circuit or service level, and any applicable credits are issued only for the affected FIA circuit or service (the “Affected Service”). Capitalized words used, but not defined herein, shall have the meanings given to them in the Agreement.

I. SLA Targets for FIA Services:

Service Availability	Mean Time To Restore (“MTTR”)	Latency / Frame Delay (Roundtrip)	Jitter / Frame Delay Variation	Packet Loss / Frame Loss
End to End: 99.99%	Priority 1 Outages within 4 hours	45ms	<2ms	<0.1%

II. Priority Classification:

A “Service Disruption” is defined as an outage, disruption, or severe degradation, other than an Excluded Disruption, that interferes with the ability of a Spectrum Enterprise network hub to: (i) transmit and receive network traffic on Customer’s dedicated access port at the Spectrum Enterprise network hub; or (ii) exchange network traffic with another Spectrum Enterprise network hub. The Service Disruption period begins when Customer reports a Service Disruption using Spectrum Enterprise’s trouble ticketing system by contacting Customer Care, Spectrum Enterprise acknowledges receipt of such trouble ticket, Spectrum Enterprise validates that the Service is affected, and Customer releases the Service for testing. The Service Disruption ends when the affected Service has been restored.

“Service Degradation” means a degradation of the Service that is not a Service Disruption or a result of an Excluded Disruption, such as failure of the Service to achieve the SLA Targets for Latency / Frame Delay, Jitter / Frame Delay Variation, or Packet / Frame Loss.

“Excluded Disruptions” means (i) planned outages, (ii) routine or urgent maintenance, (iii) time when Spectrum Enterprise is unable to gain access to Customer’s Service Location, if necessary, (iv) service issues arising from acts of omissions of Customer or Customer’s representatives or agents, (v) Customer equipment failures, (vi) Customer is not prepared to release the Service for testing, and (vii) Force Majeure Events.

Spectrum Enterprise will classify Service problems as follows:

Priority	Criteria
Priority 1	Each a “Priority 1 Outage”: <ul style="list-style-type: none"> Service Disruption resulting in a total loss of Service; or Service Degradation to the point where Customer is unable to use the Service and is prepared to release it for immediate testing
Priority 2	<ul style="list-style-type: none"> Service Degradation where Customer is able to use the Service and is not prepared to release it for immediate testing.
Priority 3	<ul style="list-style-type: none"> A service problem that does not impact the Service; or A single non-circuit specific quality of Service inquiry.

III. Service Availability

“Service Availability” is calculated as the total number of minutes in a calendar month less the number of minutes that the FIA Service is unavailable due to a Priority 1 Outage (“Downtime”), divided by the total number of minutes in a calendar month.

The following table contains examples of the percentage of Service Availability translated into minutes of Downtime for the 99.99% Service Availability Target:

Percentage by Days Per Month	Total Minutes / Month	Downtime Minutes
99.99% for 31 Days	44,640	4.5
99.99% for 30 Days	43,200	4.3

99.99% for 29 Days	41,760	4.2
99.99% for 28 Days	40,320	4

IV. Mean Time to Restore (“MTTR”)

The MTTR measurement for Priority 1 Outages is the average time to restore Priority 1 Outages during a calendar month calculated as the cumulative length of time it takes Spectrum Enterprise to restore an FIA Service following a Priority 1 Outage in a calendar month divided by the corresponding number of trouble tickets for Priority 1 Outages opened during the calendar month for the FIA Service.

MTTR per calendar month is calculated as follows:

Cumulative length of time to restore Priority 1 Outage(s) per FIA Service
Total number of Priority 1 Outage trouble tickets per FIA Service

V. Latency / Frame Delay

Latency or Frame Delay is the average roundtrip network delay, measured every 5 minutes during a calendar month, unless measurement is not possible as a result of an Excluded Disruption, to adequately determine a consistent average monthly performance level for frame delay for each FIA Service. The roundtrip delay is expressed in milliseconds (ms).

Latency is calculated as follows:

Latency/Frame Delay = Sum of the roundtrip delay measurements for an FIA Service
Total # of measurements for an FIA Service

VI. Packet Loss / Frame Loss Ratio

Packet Loss or Frame Loss Ratio is defined as the percentage of frames that are not successfully received compared to the total frames that are sent in a calendar month, except where any packet or frame loss is the result of an Excluded Disruption. The percentage calculation is based on frames that are transmitted from a network origination point and received at a network destination point.

Packet Loss / Frame Loss Ratio is calculated as follows:

$$\text{Packet Loss / Frame Loss (\%)} = 100 (\%) - \text{Frames Received (\%)}$$

VII. Jitter / Frame Delay Variation

Jitter or Frame Delay Variation is defined as the variation in delay for two consecutive frames that are transmitted (one-way) from a network origination point and received at a network destination point. Spectrum Enterprise measures a sample set of frames every 5 minutes during a calendar month, unless measurement is not possible as a result of an Excluded Disruption, and determines the average delay between consecutive frames within each sample set. The monthly Jitter / Frame Delay Variation is calculated as the average of all of the frame delay variation measurements during such calendar month and is expressed in milliseconds (ms).

Jitter / Frame Delay Variation is calculated as follows:

Jitter / Frame Delay Variation =
Sum of the Frame Delay Variation measurements for an FIA Service
Total # of measurements for an FIA Service

VIII. Network Maintenance

Maintenance Notice:

Customer understands that from time to time, Spectrum Enterprise will perform network maintenance for network improvements and preventive maintenance. In some cases, Spectrum Enterprise will need to perform urgent network maintenance, which will usually be conducted within the routine maintenance windows. Spectrum Enterprise will use reasonable efforts to provide advance notice of the approximate time, duration, and reason for any urgent maintenance outside of the routine maintenance windows.

Maintenance Windows:

Routine maintenance may be performed Monday – Friday 12 a.m. – 6 a.m. Local Time.

IX. Remedies

Service Credits:

If the actual performance of an FIA Service during any calendar month is less than the SLA Targets and Customer is in compliance with the terms of the Agreement and this SLA, then Customer may request credit equal to the corresponding percentage of monthly recurring charges for the Affected Service as set forth in the table below. Any credit to be applied will be off-set against amounts due from Customer to Spectrum Enterprise in the billing cycle following the date Spectrum Enterprise makes its credit determination. Credit requests must be submitted to Spectrum Enterprise within thirty (30) days of the calendar month in which the SLA Target was missed. Spectrum Enterprise will exercise commercially reasonable efforts to respond to such credit requests within thirty (30) days of receipt thereof.

Service Availability	Mean Time To Restore ("MTTR")		Latency / Frame Delay (Roundtrip)	Jitter / Frame Delay Variation	Packet Loss / Frame Loss
30%	> 4 hours ≤ 7:59:59 hours	4%	5%	5%	5%
	> 8 hours	10%			

All SLA Targets are monthly measurements, and Customer may request only one credit per SLA Target per month for the Affected Service. Should one event impact more than one SLA hereunder, Customer shall receive the single highest of the qualifying credits only. Except as set forth below, the credits described in this SLA shall constitute Customer's sole and exclusive remedy, and Spectrum Enterprise's sole and exclusive liability, with respect to any missed SLA Targets. Service Credits hereunder shall not be cumulative per Service.

Chronic Priority 1 Outages:

If Customer experiences and reports three (3) separate Priority 1 Outages where the Downtime exceeds four (4) hours during each Priority 1 Outage within three (3) consecutive calendar months, then Customer may terminate the Affected Service without charge or liability by providing at least thirty (30) days written notice to Spectrum Enterprise; provided, however, that (i) Customer may only terminate the Affected Service; (ii) Customer must exercise its right to terminate the Affected Service by providing written notice to Spectrum Enterprise within thirty (30) days after the event giving rise to Customer's termination right; (iii) Customer shall have paid Spectrum Enterprise all amounts due at the time of such termination for all Services provided by Spectrum Enterprise pursuant to the Agreement, and (iv) the foregoing termination right provides the sole and exclusive remedy of Customer and the sole and exclusive liability of Spectrum Enterprise for chronic Priority 1 Outages and Customer shall not be eligible for any additional credits. Termination will be effective forty-five (45) days after Spectrum Enterprise's receipt of such written notice of termination.

**SPECTRUM'S RESPONSE TO HECTOR P. GARCIA MEMORIAL
LIBRARY****Applicant: HECTOR P. GARCIA MEMORIAL LIBRARY****BEN: 141661****Form 470 #: 240001090****Attachment: Internet Service Specifications****Procurement Timeline**

Task	Due Date
Deadline for vendors to submit questions	7 calendar days after certification of the Form 470 (Posted date plus 7 calendar days)
Deadline for vendors to submit proposals*	28 days after Questions & Answers are posted in EPC (Q&A doc posted date plus 28 calendar days)

*Applicant may, at its sole discretion, extend the due date for the submission of proposals when it is in its best interest to do so. Such extensions shall be done via addendum posted in EPC.

Communications and Questions

All communication with the Applicant regarding this solicitation, including questions or comments, should be submitted via email to Kiel Lewis (klewis@e-ratecentral.com) AND Marisol Vidales (mvidales@cityofmercedes.com) no later than the deadline provided in the Procurement Timeline. The subject line should include the Form 470 number. Contact initiated by an Offeror concerning this solicitation with any other Applicant representative is prohibited. Unauthorized contact may result in disqualification of the Offeror from this solicitation. Answers will be posted to EPC. It is the responsibility of every Offeror to ensure they have downloaded the latest version of the Form 470 and/or 470 RFP attachments, including any addenda. Applicant reserves the right to ask clarifying questions of vendors upon review of proposals.

Proposal Instructions

Proposals must be submitted by the deadline for guaranteed consideration by the Applicant.

Proposals should be emailed to ALL the following recipients:

- Kiel Lewis (klewis@e-ratecentral.com)
- Marisol Vidales (mvidales@cityofmercedes.com)

Proposal submissions should include the following:

- Applicant name
- Form 470 number
- SPIN (Service Provider Identification Number)
- Service provider's terms and conditions

The applicant's name, Form 470 number and SPIN are all identified on the cover page to Spectrum's response. Spectrum's bid is based upon services being delivered under

the terms of the Spectrum Enterprise Service Agreement which incorporates the Spectrum Commercial Terms of Service (available at <https://enterprise.spectrum.com/legal/terms-and-conditions.html>) plus any related attachments, Service Level Agreements and applicable Service Order(s) (collectively, the "Agreement"). Please review the Terms of Offer section of Spectrum's proposal for additional information. Upon request, Spectrum will provide a copy of the complete Agreement for Customer's review.

Proposals must include **all** costs associated with providing service, including but not limited to:

- monthly service fees
- managed router/modem lease fees (if required for service to function)
- one-time construction, installation, and/or connection charges
- estimated taxes, fees, and/or surcharges

Please review the Service Proposal for pricing, Initial Order Term, Service Location(s), bandwidth information, and service offering.

The MRCs and OTCs are exclusive of taxes, fees and surcharges. Spectrum shall have the right to increase MRCs for each Service after the expiration of the Initial Order Term for such Service upon thirty (30) days' prior notice to Customer. Additional Service Charges may be applicable in accordance with the Agreement.

Spectrum's proposal is based on the information provided herein and known to Spectrum at the time of bid submission. If Spectrum determines additional work is necessary to enable Spectrum to deliver the Services to the Service Location, Spectrum will notify Customer of any additional Service Charges in excess of the amounts previously specified in a quote or Service Order. If Customer does not agree to pay such Service Charges by executing a revised Service Order within five (5) business days of receiving the same, Customer and Spectrum shall each have the right to terminate the applicable Service Order.

Service Request

Applicant is seeking proposals for Internet Access to be delivered to the following locations:

Entity	Street Address	Bandwidth Range Requested
HECTOR P. GARCIA MEMORIAL LIBRARY	434 S OHIO ST MERCEDES, TX 78570-3120	500 Mbps – 1 Gbps

Please review the Service Proposal for pricing, Initial Order Term, Service Location(s), bandwidth information, and service offering.

Service Requirements

Service providers are requested to submit offers for incremental bandwidths from minimum to maximum speeds identified above. Service providers are requested to submit offers in 100 Mbps increments. All offerors should also provide the cost of IP addresses for the applicant as well as router/modem lease information.

Please review the Service Proposal for pricing, Initial Order Term, Service Location(s), bandwidth information, and service offering.

Contract Term and Modifications

Offers of month-to-month or contracted services will be considered. Service providers submitting proposals for contracted service are requested to provide 12-month, 24-month, 36-month and 60-month pricing. **Services and contracts are expected to begin at the start of the funding year on July 1, 2024.** Contracts may include an option for annual voluntary renewals for up to 3 additional years, when agreed to in writing by both parties.

Please review the Service Proposal for pricing, Initial Order Term, Service Location(s), bandwidth information, and service offering.

So long as Customer properly performs all necessary site preparation and provides Spectrum with all required consents, Spectrum shall endeavor to meet the July 1 service activation date for USAC funding. However, due to time constraints which are required for construction, design, permits, and various other factors, Spectrum may not be able to meet the USAC funding date. Therefore, Spectrum encourages new customers to file for funding at the earliest availability within USAC's guidelines and obtain a Funding Commitment Decision Letter, to allow Spectrum as much time as possible to meet the July 1 service activation date. Additionally, it may be in the best interest of Spectrum's new customers to file through USAC for temporary funding for their current provider for a period sufficient to cover Spectrum's implementation timeline. Spectrum's implementation goal is 90 to 120 days after full execution of the Agreement and applicable Service Order by the parties. However, upon award an updated timeline will be provided after a project team has been assigned.

Spectrum agrees to include the following clause in applicable Service Orders:

Customer shall have the option to renew this Service Order for up to three (3) additional consecutive twelve (12) month terms (each, a "Renewal Term" and collectively with the Initial Order Term, the "Order Term"), at the same MRC set forth in this Service Order, by providing notice of such renewal to Spectrum at least thirty (30) days prior to expiration of the then-current Order Term (i.e. either the Initial Order Term or a Renewal Term, as applicable). If Customer does not exercise its option to renew the Service Order for an available Renewal Term in accordance with the foregoing, then upon reaching the end of the then-current Order Term the Service Order shall automatically renew for successive one-month terms (each, a "Monthly Renewal Term"). Thereafter, either Spectrum or Customer may terminate the Service Order by providing notice of termination to the other Party at least thirty (30) days in advance of, and to be effective as of, the expiration of a Monthly Renewal Term.

All contracts should allow for bandwidth increases throughout the term of the contract; increases in bandwidth during the contract period and/or optional renewal periods shall be considered modifications to the existing agreement, not new agreements and thus do not extend the term of the contract.

Please review the Service Proposal for pricing, Initial Order Term, Service Location(s), bandwidth information, and service offering.

Customer shall have the option to add Services or, if applicable, increase speed and bandwidth during the Order Term of the Service Order, provided Spectrum is able to accommodate Customer's request. Customer will notify Spectrum of its desired additional Services or increased speed and bandwidth and shall be responsible for

the corresponding increase in MRCs for such additional Services or increased speed and bandwidth, as well as construction and installation costs (if applicable). Added services may be coterminous if the parties agree upon appropriate MRCs and any OTCs to account for the decreased initial term for such additional Services. Spectrum agrees to include language within individual Service Orders that set forth the specific upgrade options available to the Customer during the Order Term.

All contracts should include a provision permitting early termination of circuits, with no penalty, should a location be closed by the Applicant. Additionally, if the Applicant opens a new location, the final agreement should include a provision permitting that site to be added at the existing MRC rate for the duration of the contract, with the Applicant paying for any one-time charges associated with adding the new site to the network.

Termination, for cause or convenience, shall be governed by Section 13 (Default, Suspension of Service, and Termination) of the Agreement.

Pricing is provided only for the sites shown in the Service Proposal. Pricing for additional sites shall be determined upon Spectrum's receipt of site information for the new Service Location, evaluation of the requested Services, performance of surveys, and other site information that may be required.

Upon request, Spectrum may offer the following within an individual Service Order:

Portability. After the first twelve (12) months of the Initial Order Term, if Customer is vacating or otherwise leaving a Service Location ("Closed Location") prior to the end of the Initial Order Term, Customer may elect, upon at least sixty (60) days' prior written notice to Spectrum, to terminate the Services at such Closed Location, without payment of early termination charges, provided that Customer: (a) has paid Spectrum all amounts due and owing, including any unpaid construction charges and other OTCs, at the time of such termination for all Services provided by Spectrum pursuant to the Services Agreement; (b) vacates or otherwise leaves such Service Location within such sixty (60) day period; (c) places a Service Order for replacement Services at a different location within the Spectrum market area ("New Location") with an activation date no later than sixty (60) days after the termination of the original Service, so long as the replacement Service at the New Location has a value (determined by multiplying the number of months in the replacement Service's Initial Order Term by such Service's monthly recurring Service Charges) equal to or greater than the original Service (such value determined by multiplying the number of months remaining in the original Service's remaining Initial Order Term by such Service's MRCs); and (d) pays to Spectrum upon receipt of invoice all OTCs, if any, associated with the replacement Service at the New Location, and the costs and expenses incurred by Spectrum to terminate the terminated Service, including, without limitation, any applicable third-party termination liability charges. Service Charges for the New Location will be billed at the standard rates applicable to the geographic area of the New Location.

No increased pricing will be allowed during the term of the quoted special construction, NRC, and MRC rate. Service providers proposing equipment whose prices may increase depending upon new U.S. government tariffs imposed on imports are encouraged to (a) identify such products in their offers, and (b) propose an acceptable methodology for limiting price adjustments over the life of the contract. Subject to contract restrictions, services may be reevaluated for cost-effectiveness at any time during the life of the agreement including renewal periods.

Please review the Service Proposal for pricing, Initial Order Term, Service Location(s), bandwidth information, and service offering.

The MRCs are fixed through the Initial Order Term of the Service Order and are established on a case-by-case basis, taking into consideration various factors, including Spectrum's construction costs and capital expenses. Accordingly, Spectrum does not agree to provide "most favored nation" pricing, automatic price decreases, promotional discounts, special-offer pricing, or revaluation of pricing.

Spectrum is not a manufacturer of the equipment that will be used to deliver the Services therefore tariffs are not applicable to Spectrum's proposal. Spectrum Equipment shall be provided and maintained as set forth in Section 6 (Equipment) of the Agreement.

Disqualifying Factors

Applicant will disqualify proposals for the following reasons:

- Unauthorized Service Provider contact with Applicant.
- Proposal does not provide definitive costs for the services requested (including recurring and/or onetime charges).
- Proposal includes generic/encyclopedic price lists and/or solution is proposed by an artificial intelligence system that does not take into consideration the specific needs of Applicant.
- Proposal submitted after the deadline.

Acknowledged.

E-rate Specific Considerations/Information

Per USAC E-rate rules, "cost of eligible services" will be the highest valued criterion in the evaluation process; however, other criteria with a lesser value may also be considered.

Acknowledged.

Service providers proposing to temporarily loan equipment for product demonstration and/or evaluation purposes are required to clearly state that such loans are of limited duration. Product demos extending beyond thirty (30) days must be explicitly authorized by both parties and provided at a fair market rate.

Spectrum does not provide or loan equipment for product demonstration or evaluation purposes.

By submitting a proposal on the requested services herein, the vendor certifies its proposed services and/or products comply with Part 47 Section 54.9 and 54.10 of the FCC rules which prohibits the sale, provision, maintenance, modification, or other support of equipment or services provided or manufactured by Huawei, ZTE, or any other covered company posing a national security threat to the integrity of communications networks or the communications supply chain. See <https://www.usac.org/about/reports-orders/supply-chain/> for more details.

Spectrum complies with all applicable state and federal laws related to its performance obligations under the Agreement. Spectrum does not currently conduct business with or use equipment or services provided or manufactured by entities identified on the Covered List published by the Public Safety and Homeland Security Bureau on the FCC's website.

As required by Section 54.500(f) of Part 47 of the Code of Federal Regulation all bids in response to this RFP must offer the lowest corresponding price (LCP) which is defined as the lowest price that a service provider charges to nonresidential customers who are similarly situated to a particular E-rate applicant (school, library, or consortium) for similar services. See the following for more information on the requirements relating to LCP: <https://www.usac.org/e-rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/>.

Spectrum complies with all FCC Lowest Corresponding Price (LCP) rules and all applicable laws, ordinances, rules and regulations related to its performance obligations under the Agreement.

Additional Considerations/Information

Applicant reserves the right to award all, part or none of the services set forth in this procurement. This procurement in no manner obligates Applicant until a valid signed contract and/or valid Purchase Order is executed.

In the event only a portion of Spectrum's proposal is accepted, Spectrum reserves the right to further negotiate the terms of such partial acceptance prior to final bid award acceptance by Spectrum.

Applicant may in its sole discretion extend the time for the submission of proposals upon a finding that it is in the interest of Applicant to do so. Such extensions shall be by addendum(s), which may be issued before the submission due date.

Acknowledged.

After final contract is negotiated, approved, and awarded, all proposal documents pertaining to this procurement will be open to the public, except for material which is proprietary or confidential. Applicant will not make public any pages of a proposal on which the Offeror has stamped or imprinted "Proprietary" or "Confidential" subject to the following requirements. Proprietary or confidential data shall be readily separable from the proposal to facilitate eventual public inspection of the non-confidential portion of the proposal. The price of products offered, or the cost of services proposed shall not be designated as proprietary or confidential information.

The terms of this proposal are confidential and should not be disclosed directly or indirectly to any third party, except as may be required by law.

By submitting a proposal, the Offeror certifies that no relationship exists between the Offeror and Applicant that interferes with fair competition or is a conflict of interest; and no relationship exists between such propose and another person or firm that constitutes a conflict of interest that is adverse to Applicant.

Spectrum is a part of Charter Communications, Inc., a Fortune 100 company with approximately 100,000 employees, and to the actual knowledge of the signatory to this response, Spectrum is not aware of any such conflicts of interest or relationships described herein. Additionally, Spectrum takes conflicts of interest seriously and has in place robust policies and training to help ensure compliance.

SPECTRUM ENTERPRISE SERVICE AGREEMENT

The customer identified below ("Customer") hereby acknowledges and agrees to the Commercial Terms of Service available at <https://enterprise.spectrum.com/legal/terms-and-conditions.html> (or subsequent URL) ("Terms of Service"), which is incorporated herein by reference, with respect to any service order(s) placed by Customer and accepted by Spectrum hereafter (each, a "Service Order"), which together with this document constitute the "Service Agreement" by and between the Customer and Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the service(s) hereunder ("Spectrum").

Spectrum Sales Support Contact Information

Spectrum Account Executive:
Office: Mobile:
Email:

Customer Information

Customer Name (Exact Legal Name):				
Street Address:	Suite:	City:	State:	Zip:
Customer's Main Tel. No.:				
Customer Contact Name:	E-mail:		Tel No:	
Billing Address:	Suite:	City:	State:	Zip:
Billing Contact Name:	E-mail:		Tel No:	

Agreement

BY EXECUTING THIS SERVICE AGREEMENT BELOW, CUSTOMER ACKNOWLEDGES THAT: (1) CUSTOMER ACCEPTS AND AGREES TO BE BOUND BY THE TERMS OF SERVICE, INCLUDING THE ARBITRATION SECTION THEREOF, WHICH PROVIDES THAT THE PARTIES DESIRE TO RESOLVE ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE SERVICE AGREEMENT THROUGH ARBITRATION; AND (2) BY AGREEING TO ARBITRATION, CUSTOMER IS GIVING UP VARIOUS RIGHTS, INCLUDING THE RIGHT TO TRIAL BY JURY AND TO BRING CLAIMS AS CLASS ACTIONS.

Authorized Signature for Customer

Charter Communications Operating, LLC By: Charter Communications, Inc., its Manager

By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

E-Rate Proposal for HECTOR P. GARCIA MEMORIAL LIBRARY



To:
Marisol Vidales
HECTOR P. GARCIA MEMORIAL LIBRARY
434 S OHIO ST
MERCEDES, TX 78570

From:
Judy Collins, AT&T E-Rate Sales
Office: +1 806.401.0201
Email: judy.collins@att.com

Introduction

In response to HECTOR P. GARCIA MEMORIAL LIBRARY's Form 470 bid #240001090, I'm providing information on an AT&T solution that may meet your requirements and qualify for E-Rate funding. The solution includes the following components:

- **AT&T Dedicated Internet** is an internet access service that combines a dedicated connection with symmetrical bandwidth (same download and upload speeds) and provides reliable, high-performance connectivity. AT&T Dedicated Internet offers the fastest speeds available (up to 1Tbps), world class Service Level Agreements (SLAs) with 100% uptime guarantees, and outage protection down to the customer edge router with 24/7 monitoring.

Features and Benefits

The solution gives you the following:

- **Managed Router Option** provides the customer premises equipment (CPE) for the dedicated internet service, generally a router and a diagnostic modem. AT&T configures, monitors, manages, and maintains the equipment. You provide a dedicated standard telephone line for out-of-band testing of the diagnostic modem. This option provides convenient end-to-end managed internet access so you can focus on your core mission.
- **Customer-Managed Router Option** lets you provide and manage your own router for the dedicated internet service while AT&T provides the managed internet access. So, you have flexibility to choose the level of service you need.
- **Reliable Service** starts with proactive monitoring of our nationwide backbone along with a network architecture that features redundant routers, switches, and power supplies. As a result, we can reroute traffic around outages and restore service almost instantaneously. This increases reliability and helps ensure that your internet traffic gets through. In addition, you get enterprise-class support, with 24/7 expert technical assistance.
- **AT&T Business Center Portal** provides a suite of online tools to access billing, maintenance, network management, and performance reporting information and functions. Business Center tools let you view and manage various aspects of your AT&T service 24/7 via a convenient online portal.
- **Service Level Agreements (SLAs)** offer performance objectives for on-time provisioning, site availability, time to restore, latency, data delivery, and jitter. You may qualify for credits if stated objectives aren't met. Please see the business service guide for more details.
- **Cyber Threat Analysis** provides real time information so you can immediately determine the category, volume, and severity of detected threats. As an additional intelligence layer, these reports also identify sites visited by Acceptable Use Policies (AUP) category so you can better understand policies required to prevent traffic directed to unwanted risky site categories. This feature available in your Business Portal can help you make informed security decisions for your business at no extra charge.
- **Static IP Addresses** help enable website hosting and virtual private networks (VPNs) for remote access to the business network, and some voice over internet protocol (VOIP) systems require them. AT&T Dedicated Internet provides up to five free static IP addresses. These static IPs can result in a more reliable connection and provide more accurate geolocation information.

Advantages of AT&T

Working with AT&T gives you the following advantages:

- **E-Rate Experience**—AT&T has participated in the E-Rate program for schools and libraries since the program's inception in 1998, and we're one of the program's largest service providers. We're proud to bring our technology, expertise, E-Rate knowledge, and education experience to your school or library, helping expand affordable access to advanced telecommunication services. For more information about AT&T and its participation in the E-Rate program, go to www.corp.att.com/erate.
- **Service and Support**—We offer you easy access to assistance, whether through online tools or by phone. You also get support and guidance from highly trained staff with years of networking experience. Our account teams, who work closely with you, are focused on the education industry and are well versed in the issues and challenges that today's educators face.
- **Performance**—You expect communication services that work, and we can deliver. We've made substantial investments each year to improve our technology infrastructure so that we can provide superior performance.
- **Complete Solutions**—AT&T offers a wide range of solutions. We can work with a variety of products and technologies and can assess your needs to recommend potential solutions.
- **Community Focus**—At AT&T, we're proud of our strong record of corporate citizenship. Annually, we contribute millions of dollars through corporate, foundation, and employee giving to support education and community programs.



We're investing in connectivity and technology, digital literacy, and digital learning solutions to help connect today's learners with success—in and out of the classroom. It's part of our \$2 billion commitment to help bridge the digital divide. Learn more at att.com/connectedlearning.

E-Rate Proposal for HECTOR P. GARCIA MEMORIAL LIBRARY



Solution Pricing

Pricing for AT&T Dedicated Internet (ADI) is based on the following terms: 24, 36 & 60 months. With a 24-month term, AT&T's contract can be structured to include three optional one-year extensions.

With a 36-month term, AT&T's contract can be structured to include two optional one-year extensions. Extensions will be made upon written request.

We are submitting our proposal based on this address ONLY.

434 S OHIO ST
MERCEDDES, TX 78570-3120

Please let us know if this is not the correct address - ASAP! Additional sites may qualify for this pricing pending further fiber availability review.

There are no Special Construction Charges if installed at this address.

ADI 2YR, 3YR and 5YR Rates - SPIN 143001192 AT&T Corp.

Access Speed	Access Monthly	Port Speed	Port Monthly w/AT&T Managed Router **	Total MRC*	NRC
500 Mbps	\$610.00	500 Mbps	\$259.50	\$869.50	\$0.00
1 GB	\$610.00	1 GB	\$449.60	\$1,059.60	\$0.00

*Price is per circuit. ** Pricing for circuits without an AT&T Managed Router available upon request.

Note: MRC = monthly recurring charge and NRC = non-recurring charge. Rates do not include Fees, Surcharges or Taxes. All rates and components are 100% E-Rate eligible.

Currently the Federal Access Recovery Fee (FARF) is set at .7% of the Access MRC. Property Tax Allotment (PTA) currently set at \$13.99 may apply. FARF and PTA rates are subject to change.

E-Rate Proposal for HECTOR P. GARCIA MEMORIAL LIBRARY



This solution includes the Ethernet access circuit, AT&T Managed Internet Service, AT&T owned and managed Router and AT&T technician installation. At speeds greater than 100Mbps, an optical interface (1000Base-SX multi-mode or 1000Base-LX single mode) or a 10GigE interface is required. AT&T Technician onsite installation, setup and testing of the managed router is provided at no cost. AT&T personnel unpack, mount, connect, configure, and test the managed router. AT&T installation is required for all optical interfaces.

All ADI circuits come with IPv4 /29 (5 usable) and IPv6 Dual Stack as default.

Should conduit be required on your property to facilitate fiber installation, AT&T will provide up to 1000ft. of conduit at no cost. *(Not valid on new construction.)*

The customer is responsible for the provisioning and monthly cost of one phone line for management and remote troubleshooting when using an AT&T Managed Router. Without which will render the SLAs null and void. *AT&T is not making any determinations, representations, or warranties regarding the E-Rate eligibility of these additional products and services. The eligibility of these products and services for E-Rate funding is solely determined by USAC and/or the FCC based on the applicants E-Rate discount request.*

This response to your request is not a contract offer and does not take the place of a signed contract. If you select AT&T for this service, please let us know so we can provide you the appropriate contract documents. Neither party is obligated for the selected services unless and until mutually agreed contract documents are signed by both parties. The Pricing proposed herein is based upon the specific product/service mix and locations outlined in this proposal and assumes use of AT&T contract documents and an E-Rate Rider as part of any final, negotiated contract between the parties, unless otherwise stated herein. Any changes or variations in the proposed terms and conditions, the products/services, length of term, locations, and/or design described herein may result in different pricing. Prices quoted do not include applicable taxes, surcharges, or fees. In accordance with the tariffs or other applicable service agreement terms, the Customer is responsible for payment of such charges.

Optional Services

AT&T is presenting this additional product information to alert you to other important services that can be very useful to HECTOR P. GARCIA MEMORIAL LIBRARY's educational goals and overall security concerns. These services are optional and are not contingent on the purchase of any E-Rate eligible services from AT&T.

PLEASE NOTE: AT&T is not making any determinations, representations, or warranties regarding the E-Rate eligibility of these additional products and services. The eligibility of these products and services for E-Rate funding is solely determined by USAC and/or the FCC based on the applicants E-Rate discount request. Among the products and services are

- **Wireless/Wireline Voice Services**
 - **Mobile data¹ plans** can help your staff stay connected. AT&T ranked best and most reliable 5G network and best network overall in Global Wireless Solutions' (GWS) 2021 OneScore survey². Check the coverage in your area at www.att.com/maps/wireless-coverage.
 - **Wireline voice services** can expand the capabilities of your AT&T Dedicated Internet (ADI) access—add Voice over IP with AT&T IP Flexible Reach service ([Video: IP Flexible Reach: A Simplified Voice and Data Service](#)).
- **AT&T Wireless Broadband** is a wireless data service that features a flat monthly rate with no overage charges. Its rate plans provide wireless data connectivity for compatible 4G LTE or 5G/5G+ routers and mobile hotspots. Whether used as the primary or failover service, our AT&T Wireless Broadband plans can provide a cost-effective alternative for critical applications, a diverse data backup option, or a quick deployment connection for new or remote locations.
- **FirstNet** wireless services are designed to improve public safety communications, coordination, and response times, leading to safer and more secure communities. This can be crucial during times of crisis. For more information, visit www.firstnet.com.
- **AT&T Cybersecurity** can help protect your network from constantly evolving threats. Our cybersecurity professionals have helped schools and districts with limited IT resources get the security features they need at a price that meets their budget. To

¹ Mobile Data plans may be eligible for E-Rate program support only in instances when the School or Library seeking support demonstrates to the USAC that they are the most cost-effective option for providing internet access based on an Applicant's request for E-Rate discounts. AT&T makes no determinations, representations, or warranties regarding such eligibility.

² GWS conducts paid drive tests for AT&T and uses the data in its OneScore analysis. AT&T 5G requires compatible plan and device. 5G not available everywhere. Go to att.com/5Gforyou for details

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learn more about our security services portfolio, visit cybersecurity.att.com or call 650.713.3333.

For further information on our solutions and pricing, contact your AT&T sales representative Judy Collins at Email: judy.collins@att.com.

Important Information

For AT&T Dedicated Internet with Managed Router, the customer is responsible for the provisioning and monthly cost of one POTS phone line for management and troubleshooting of the managed service and router.

AT&T may provide Entrance Facility Construction (EFC) for eligible customers, as explained in the Entrance Facility Construction section of the AT&T Business Service Guide General Provisions. Customers who do not qualify for AT&T EFC are responsible for providing the conduit/structure as well as the path from the property line to the demarcation point for access to the primary route.

Proposal Validity Period—The information and pricing contained in this Proposal is valid for a period of 90 days from the date written on the proposal cover page, or until the E-Rate filing window closes for the upcoming E-Rate Funding year, whichever occurs later, unless rescinded or extended in writing by AT&T.

Proposal Pricing—Pricing proposed herein is based upon the specific product/service/equipment mix and locations outlined in this proposal and is subject to AT&T's proposed terms and conditions for those products and services and the AT&T E-Rate Rider unless otherwise stated herein. Any changes or variations in the proposed terms and conditions, the products/services, length of term, locations, and/or design described herein may result in different pricing. Prices quoted do not include applicable taxes, surcharges, or fees. In accordance with the tariffs or other applicable service agreement terms, Customer is responsible for payment of such charges.

Providers of Service—Subsidiaries and affiliates of AT&T Inc. provide products and services under the AT&T brand.

Software—Any software used with the products and services provided in connection with this Proposal will be governed by the written terms and conditions applicable to such software. Title to software remains with AT&T or its supplier. Customer must comply with all such terms and conditions, and they will take precedence over any agreement between the parties as relates to such software.

Disclaimer—For purposes of this Proposal, the identification of certain services as "eligible" or "non-eligible" for E-Rate funding is not dispositive, nor does it guarantee that this or any other services in this Proposal will be deemed eligible for such funding. Any conclusions regarding the eligibility of services for E-Rate funding must be based on several factors, many of which have yet to be determined relative to the proposed services and equipment described herein. Such factors will include, without limitation, the ultimate design configuration of the network, the specific products and services provisioned to operate the network, the type of customer, and whether the services are used for eligible educational purposes at eligible locations. In its proposal, AT&T will take guidance from the "Eligible Services List" and the specific sections on product and service eligibility on the Universal Service Administrative Company ("USAC") website www.usac.org/e-rate. This site provides a current listing of eligible products and services, as well as conditionally eligible and ineligible services. This guidance notwithstanding, the final determination of eligibility will be made by the USAC after a review of the customer's E-Rate application for this proposal. If AT&T is awarded the bid for this project, AT&T will provide assistance on the E-Rate application solely on matters relative to the functionality of the services and products which comprise the network. Nevertheless, the responsibility for the E-Rate application is with the customer. AT&T is not responsible for the outcome of the USAC's decision on these matters.

End User Equipment—E-Rate recipients must cost allocate any non-ancillary ineligible components that are bundled with eligible products or services. Cost allocations are the responsibility of E-Rate Applicants. For additional information, reference USAC website @ www.usac.org/e-rate and Cost Allocation Guidelines for Services @ www.usac.org/e-rate/applicant-process/before-you-begin/eligible-services-overview/cost-allocations-for-services/.

Copyright Notice and Statement of Confidentiality—© 2023 AT&T Intellectual Property. AT&T and globe logo are registered trademarks and service marks of AT&T Intellectual Property and/or AT&T affiliated companies. All other marks are the property of their respective owners. The contents of the Proposal (except for pricing applicable to E-Rate funded services) are

E-Rate Proposal for HECTOR P. GARCIA MEMORIAL LIBRARY



unpublished, proprietary, and confidential and may not be copied, disclosed, or used, in whole or in part, without the express written permission of AT&T Intellectual Property or affiliated companies, except to the extent required by law and insofar as is reasonably necessary in order to review and evaluate the information contained herein.

Implementation—AT&T shall implement the proposed solution in accordance with the bandwidth, design, and locations specified in the E-rate 470 and any related RFP. During the implementation process, AT&T shall supply details concerning the necessary network handoff type and Customer Premises Equipment (CPE) prerequisites for connection to the customer's network. The customer shall be solely responsible for acquiring any required equipment. AT&T disclaims any liability for new equipment or upgrades needed to connect to AT&T's Network Terminating Equipment (NTE) as part of the proposed solution. Furthermore, any increases in bandwidth or the addition of sites must adhere to E-Rate program regulations. AT&T shall not be held accountable for customer-initiated network upgrades or site additions that do not comply with E-Rate program guidelines. The following link directs to the Universal Service Administration Company (USAC) website, which contains a comprehensive set of E-rate program rules: [E-Rate - Universal Service Administrative Company \(usac.org\)](https://www.usac.org)

Applicant: HECTOR P. GARCIA MEMORIAL LIBRARY

BEN: 141661

Form 470 #: 240001090

Attachment: Internet Service Specifications

**AT&T'S GENERAL RESPONSE TO
HECTOR P. GARCIA MEMORIAL LIBRARY
E-RATE RFP FOR DEDICATED INTERNET ACCESS – FORM 470 # 240001090
("AT&T'S GENERAL RESPONSE")**

AT&T Corp. ("AT&T") is submitting this Response pursuant to the terms and conditions of (a) the attached proposed AT&T Master Agreement (sometimes referred to as the AT&T Unified Agreement); (b) corresponding Pricing Schedule(s); (c) the attached AT&T E-Rate Rider (d) any related transactional documents (collectively, the "Proposed Contract Documents"); and (e) the responses, answers, clarifications and supplemental terms and conditions set forth in and/or incorporated into this Response, including the E-Rate Response Supplement to RFP. **HECTOR P. GARCIA MEMORIAL LIBRARY** may be referred to as the "Customer" within this Response.

The pricing submitted in this Response assumes use of the Proposed Contract Documents as the basis of any final, negotiated contract between the parties.

AT&T takes a general exception to all the terms and conditions contained in the RFP. This applies whether or not such exception is identified in the Response in the section of the RFP to which the exception corresponds. AT&T takes such a general exception primarily because the RFP does not contain the product-related contractual terms and conditions necessary for AT&T to properly deliver the products and services described in the Response. AT&T may have also taken specific exceptions to certain RFP provisions but has not made a final, complete comment on every such provision. Please note that AT&T's General Response, and the general exception above, applies in all instances, including those where specific comments/exceptions have been made and those where such comments/exceptions have not been made. The absence of any individual response to a specific section of the RFP cannot be considered a waiver of any objection or an agreement to that section's provisions. Similarly, the inclusion of any specific comment/exception does not remove the applicability of this general exception.

Note that included within this "AT&T's General Response" section of the Response, in the interest of efficiency, are statements that apply to provisions throughout the RFP and should be read as applicable to any and all such related provisions. In that regard, note that:

- AT&T clarifies that only the physical response materials become Customer property. Any other pre-existing or newly developed intellectual property of AT&T, its suppliers or its third parties, provided in this Response or which is used or developed during the project remains the intellectual property of AT&T or its suppliers. AT&T would be willing to negotiate with Customer regarding rights to use that intellectual property.
- The information and pricing in this Response is valid for a period of 90 days from the date on the Response cover page.
- The Response is a direct reflection of the entire scope of work as presented here, as of the date of submission. Acceptance of only part of the quote may require mutual agreement/adjustment to the final configuration, subsequent pricing and implementation schedule.
- Regarding any proposed waiver of informalities and irregularities, AT&T agrees, except to the extent the waiver of informalities or irregularities portions of this provision as used here and throughout this Response implies AT&T waives rights to protest the award decision. To that end, AT&T reserves all protest rights afforded bidders/respondents participating in the contracting process.

- Any purchase orders issued for services as provided under any contract that results from the RFP must clearly provide that the purchase is made via the mutually agreed contract and not subject to the preprinted terms of that purchase order form.
- Any third-party software used with the services will be governed by the written terms and conditions of the third-party software supplier's software license documentation applicable to such software.
- Title to software remains with AT&T or its supplier and such software used with the services will be governed by the corresponding software license agreement to the extent not in conflict with law or any final contract between AT&T and Customer.
- To the extent any portion of this project may be funded in whole or in part with grants, loans or payments from government funding sources other than Customer, AT&T and Customer will need to reach mutual agreement on AT&T's participation.
- The information and pricing submitted with this Response is subject to change on account of any error or omission in the information provided by Customer or upon further investigation(s) as to the exact requirements of any order. For the price(s) quoted herein, AT&T will provide the items of equipment and services specifically listed in its Response. Work which is not shown or described in the Response will require mutual agreement/adjustment to the final configuration, subsequent pricing and Implementation schedule.
- This Response is ©2023 AT&T Intellectual Property. All rights reserved. AT&T, AT&T logo, and all other marks contained herein are trademarks of AT&T Intellectual Property and/or AT&T affiliated companies. This Response is AT&T Proprietary and, except to the extent required by law, confidential.
- This Response is conditioned upon negotiation of mutually acceptable terms and conditions.
- Pricing proposed herein is based upon the specific product and locations outlined in this Response. Any changes or variations in the proposed terms and conditions, the products/services/quantities, length of term, locations, and/or design described herein may result in different pricing. Prices quoted do not include applicable taxes, surcharges, or fees. In accordance with the tariffs or other applicable service agreement terms, Customer is responsible for payment of such charges.
- Subsidiaries and affiliates of AT&T Inc. provide products and services under the AT&T brand. AT&T Corp. is an AT&T company, is the proposer for itself and on behalf of its service-providing affiliates.

Notwithstanding anything to the contrary set forth in the RFP, neither AT&T nor Customer is under any obligation with respect to the RFP until both parties have agreed upon and executed a mutually acceptable final contract.

It is AT&T's goal to provide the best communications services at the best value for all of our customers using the highest ethical and legal standards. Given the long and successful history of AT&T, we are confident, if AT&T is selected, this will be a successful contracting process, leading to a successful project performance.

E-RATE RESPONSE SUPPLEMENT TO RFP (“E-Rate Response Supplement”)

As noted in AT&T’s response to **HECTOR P. GARCIA MEMORIAL LIBRARY – Form 470# 240001090**, this *E-Rate Response Supplement to RFP* supplements the response as it relates to certain E-Rate related topics. In some places, the below refers to the AT&T E-Rate Rider, which is part of the Proposed Contract Documents in AT&T’s response.

- **EXPERIENCE.** The AT&T family of companies (“AT&T”) has been participating in the E-Rate program for schools and libraries since the program's inception and can provide a wide range of E-Rate-eligible services to assure your schools and libraries are connected. For example, AT&T can provide the following under the E-Rate program: Fiber Broadband, LAN, Ethernet, MPLS, Internet access and eligible infrastructure components. AT&T is proud to bring its telecommunications expertise and knowledge of the E-Rate program to you, helping to provide eligible K-12 schools and public libraries with affordable access to advanced telecommunications services.
- **ATT COMPLIANCE WITH FCC RULES.** AT&T will follow all Service Provider requirements for the USF Schools and Libraries Program as set forth on the USAC website and FCC rules.
- **SPIN and FCC REGISTRATION.** AT&T Corp will provide the services hereunder. Evidence of AT&T Corp’s most recent Service Provider Annual Certification Form can be found at the following link: Spin Contact Search (usac.org) Proof of AT&T’s “green-light” status is attached hereto. AT&T Corp’s Service Provider Identification Number (“SPIN”) is 143001192, and its Federal Communications Commission Registration Number is FRN 0005937974
- **E-RATE COMPLIANCE TRAINING.** AT&T has a policy that all individuals who perform, or who directly supervise anyone who performs, activities related to the E-Rate program are required to complete annual E-Rate Compliance training. AT&T E-Rate Training material is based on FCC/USAC E-Rate program rules and information primarily from the SLD website @ <http://www.universalservice.org/sl/>.
- **INVOICING (SPI and BEAR billing).** AT&T can accommodate both SPI and BEAR billing methods to provide E-Rate discounts and agrees to adhere to the E-Rate rules applicable to each method. *(See Section 10 of the AT&T E-Rate Rider).*
- **COMMENCEMENT OF WORK.** See Section 6 of the AT&T E-Rate Rider for options for timing of commencement of work (Customer will select an option in Section 6).
- **SERVICE IMPLEMENTATION AND CUSTOMER INITIATED CHANGE REQUESTS.** AT&T shall implement the proposed solution in accordance with the bandwidth, design, and locations specified in the E-Rate 470 and any related RFP. During the implementation process, AT&T shall supply details concerning the necessary network handoff type and Customer Premises Equipment (CPE) prerequisites for connection to the Customer's network. The Customer shall be solely responsible for acquiring any required equipment. AT&T disclaims any liability for new equipment or upgrades needed to connect to AT&T's Network Terminating Equipment (NTE) as part of the proposed solution.

Furthermore, any increases in bandwidth or the addition of sites must adhere to E-Rate program regulations. AT&T shall not be held accountable for Customer- initiated network upgrades or site additions that do not comply with E-Rate program guidelines. The following link directs to the Universal Service Administration Company (USAC) website, which contains a comprehensive set of E-Rate program rules: [E-Rate - Universal Service Administrative Company \(usac.org\)](https://www.usac.org)

- **TIMELY INFORMATION AND DOCUMENTATION.** AT&T will provide timely information and documentation, in response to reasonable requests, in accordance with the USF Schools and Libraries Program as set forth on the USAC website and FCC Rules.
- **INVOICE PRE-APPROVAL.** AT&T will comply with all applicable E-Rate rules, but E-Rate rules do not require AT&T to pre-submit invoice copies for Applicant approval prior to filing.
- **LOWEST CORRESPONDING PRICE.** AT&T complies with all USAC guidelines and FCC Rules, including those around the Lowest Corresponding Price.
- **NATIONAL SECURITY THREATS.** AT&T is compliant with the 2019 Protecting Against National Security Threats Order and the FCC rules implementing this Act within the E-Rate program as first outlined in November 2020 in DA 20-1418, the 2021 Eligible Services List. [Eligible Services List - Universal Service Administrative Company \(usac.org\)](https://www.usac.org).
- **RECORD RETENTION.** AT&T will follow all FCC rules (47 CFR 54.516 Audits and Inspections) around document retention, audits and inspections. Any additional record retention and audit requirements will be as set forth in the Proposed Contract Documents.
- **AMORTIZATION OR INSTALLATION PAYMENTS OF SPECIAL CONSTRUCTION CHARGES.** AT&T does not offer the option to amortize or provide for installment payments of special construction charges. If you would like information about possible financing options through an AT&T affiliate, please inquire with your AT&T Account Team.
- **PROGRAM INTEGRITY ASSURANCE (“PIA”) REVIEW.** AT&T will comply with applicable E-Rate rules and respond to E-Rate PIA reviews with details requested by the reviewer to the extent we are able to do so.
- **CALIFORNIA TELECONNECT FUND PARTICIPATION.** For Customers that may receive services in California, the AT&T family of companies has been participating in the California Telecommunications Fund (CTF) Program since the program's inception. Evidence of AT&T's eligibility can be found at the following website: [California Teleconnect Fund](https://www.ctf.org)
- **OKLAHOMA UNIVERSAL SERVICE FUND.** For Customers that may receive services in Oklahoma, AT&T participates as a Service Provider in the Oklahoma Universal Service Fund (OUSF) program and follows all rules and regulations per Oklahoma Corporation Commission Website @ [Oklahoma Universal Service Fund](https://www.okcc.gov).

The RFP contains several provisions and references related to the Federal Schools and Libraries Program, commonly known as “E-Rate” or the “E-Rate Program”. Please review the E-Rate Rider in full and refer to the

E-Rate Rider for additional information about the contract terms that will apply with regard to the E-Rate Program.

Proposal Validity Period—The information and pricing contained in this proposal is valid for a period of 90 days from the date written on the proposal cover page, or until the E-Rate filing window closes for the upcoming E-Rate Funding year, whichever occurs later, unless rescinded or extended in writing by AT&T.

Proposal Pricing—Pricing proposed herein is based upon the specific product/service/equipment mix and locations outlined in this proposal and is subject to AT&T's proposed terms and conditions for those products and services and the AT&T E-Rate Rider unless otherwise stated herein. Any changes or variations in the proposed terms and conditions, the products/services, length of term, locations, and/or design described herein may result in different pricing. Prices quoted do not include applicable taxes, surcharges, or fees. In accordance with the tariffs or other applicable service agreement terms, Customer is responsible for payment of such charges.

Providers of Service—Subsidiaries and affiliates of AT&T Inc. provide products and services under the AT&T brand.

Software—Any software used with the products and services provided in connection with this Proposal will be governed by the written terms and conditions applicable to such software. Title to software remains with AT&T or its supplier. Customer must comply with all such terms and conditions, and they will take precedence over any agreement between the parties as relates to such software.

Disclaimer—For purposes of this Proposal, the identification of certain services as “eligible” or “non-eligible” for E-Rate funding is not dispositive, nor does it guarantee that this or any other services in this Proposal will be deemed eligible for such funding. Any conclusions regarding the eligibility of services for E-Rate funding must be based on several factors, many of which have yet to be determined relative to the proposed services and equipment described herein. Such factors will include, without limitation, the ultimate design configuration of the network, the specific products and services provisioned to operate the network, the type of customer, and whether the services are used for eligible educational purposes at eligible locations. In its proposal, AT&T will take guidance from the "Eligible Services List" and the specific sections on product and service eligibility on the Universal Service Administrative Company (“USAC”) website www.usac.org/E-Rate. This site provides a current listing of eligible products and services, as well as conditionally eligible and ineligible services. This guidance notwithstanding, the final determination of eligibility will be made by the USAC after a review of the customer's E-Rate application for this proposal. If AT&T is awarded the bid for this project, AT&T will provide assistance on the E-Rate application solely on matters relative to the functionality of the services and products which comprise the network. Nevertheless, the responsibility for the E-Rate application is with the customer. AT&T is not responsible for the outcome of the USAC's decision on these matters.

End User Equipment—E-Rate recipients must cost allocate any non-ancillary ineligible components that are bundled with eligible products or services. Cost allocations are the responsibility of E-Rate Applicants. For additional information, reference USAC website @ www.usac.org/E-Rate and Cost Allocation Guidelines for Services @ www.usac.org/E-Rate/applicant-process/before-you-begin/eligible-services-overview/cost-allocations-for-services/.

Copyright Notice and Statement of Confidentiality—© 2023 AT&T Intellectual Property. AT&T and globe logo are registered trademarks and service marks of AT&T Intellectual Property and/or AT&T affiliated companies. All other marks are the property of their respective owners. The contents of the Proposal (except for pricing applicable to E-Rate funded services) are unpublished, proprietary, and confidential and may not be copied, disclosed, or used, in whole or in part, without the express written permission of AT&T Intellectual Property or affiliated companies, except to the extent required by law and insofar as is reasonably necessary in order to review and evaluate the information contained herein.

Procurement Timeline

Task	Due Date
Deadline for vendors to submit questions	7 calendar days after certification of the Form 470 (Posted date plus 7 calendar days)
Deadline for vendors to submit proposals*	28 days after Questions & Answers are posted in EPC (Q&A doc posted date plus 28 calendar days)

*Applicant may, at its sole discretion, extend the due date for the submission of proposals when it is in its best interest to do so. Such extensions shall be done via addendum posted in EPC.

Communications and Questions

All communication with the Applicant regarding this solicitation, including questions or comments, should be submitted via email to Kiel Lewis (klewis@E-Ratecentral.com) AND Marisol Vidales (mvidales@cityofmercedes.com) no later than the deadline provided in the Procurement Timeline.

The subject line should include the Form 470 number. Contact initiated by an Offeror concerning this solicitation with any other Applicant representative is prohibited. Unauthorized contact may result in disqualification of the Offeror from this solicitation.

Answers will be posted to EPC. It is the responsibility of every Offeror to ensure they have downloaded the latest version of the Form 470 and/or 470 RFP attachments, including any addenda. Applicant reserves the right to ask clarifying questions of vendors upon review of proposals.

Proposal Instructions

Proposals must be submitted by the deadline for guaranteed consideration by the Applicant.

Proposals should be emailed to ALL the following recipients:

- Kiel Lewis (klewis@E-Ratecentral.com)
- Marisol Vidales (mvidales@cityofmercedes.com)

Proposal submissions should include the following:

- Applicant name
- Form 470 number
- SPIN (Service Provider Identification Number)

AT&T's Response:

[AT&T Corp SLD SPIN specific to AT&T Dedicated Internet \(ADI\) in this RFP is 143001192.](#)

- Service provider's terms and conditions

Proposals must include **all** costs associated with providing service, including but not limited to:

- monthly service fees
- managed router/modem lease fees (if required for service to function)
- one-time construction, installation, and/or connection charges
- estimated taxes, fees, and/or surcharges

AT&T's Response:

For the price(s) quoted herein, AT&T will provide only the items of equipment and/or services specifically listed in this bid response. Any additional equipment or services beyond those herein will be provided at additional charges. Our pricing is predicated on the requirements as set forth by the bid Response, and use of terms and phrases, such as "include all costs", "all-inclusive" or similar terms does not require AT&T to provide equipment or services beyond those specifically noted in our quote.

Please note: Proposed prices do not include applicable taxes, surcharges or fees. Taxes, surcharges and fees are subject to change during the proposed contract term.

Service Request

Applicant is seeking proposals for Internet Access to be delivered to the following locations:

Entity	Street Address	Bandwidth Range Requested
HECTOR P. GARCIA MEMORIAL LIBRARY	434 S OHIO ST MERCEDDES, TX 78570-3120	500 Mbps – 1 Gbps

Service Requirements

Service providers are requested to submit offers for incremental bandwidths from minimum to maximum speeds identified above. Service providers are requested to submit offers in 100 Mbps increments. All offerors should also provide the cost of IP addresses for the applicant as well as router/modem lease information.

Contract Term and Modifications

Offers of month-to-month or contracted services will be considered. Service providers submitting proposals for contracted service are requested to provide 12-month, 24-month, 36-month and 60-month pricing. **Services and contracts are expected to begin at the start of the funding year on July 1, 2024.** Contracts may include an option for annual voluntary renewals for up to 3 additional years, when agreed to in writing by both parties.

AT&T's Response:

We are proposing AT&T Dedicated Internet (ADI) with multiple bandwidth options. Each bandwidth is offered with the option of a 24, 36 or 60 month term contract. The 24 month term also offers 3 one-year optional renewals. The 36 month term offers 2 one-year optional renewals. Please refer to your RFP Response Package for proposal details including product, pricing and contract information.

Any renewal option would be exercisable only via mutual written consent.

Please note: Proposed prices do not include applicable taxes, surcharges or fees. Taxes, surcharges and fees are subject to change during the proposed contract term.

Please see the attached E-Rate rider.

Unless the parties otherwise agree, billing, and/or service will not begin for this contract until July 1, 20XX. AT&T will use commercially reasonable efforts to complete all installation within the deadlines established within the E-Rate rules, but will not be responsible for delays which result from matters outside its reasonable control. In such event, AT&T will cooperate with the Customer in seeking appropriate deadline extensions with the Schools and Libraries Division of the Universal Service Administrative Company. Ultimate responsibility for obtaining such extensions, however, remains with the Customer per E-Rate rules.

All contracts should allow for bandwidth increases throughout the term of the contract; increases in bandwidth during the contract period and/or optional renewal periods shall be considered modifications to the existing agreement, not new agreements and thus do not extend the term of the contract.

AT&T's Response:

AT&T's proposal hereunder is a direct reflection of the scope of work as presented here, as of the date of submission. Changes/modifications made after submission will require mutual agreement/adjustment to the new scope, subsequent pricing and performance requirements. For the prices quoted AT&T will provide services for the listed sites. Any additional services will be provided at additional cost.

For clarification, all terms and conditions relating to amendments/changes shall be as set forth in the Proposed Contract Documents, in particular Section 10.5 ("*Amendments and Waivers*") of the Unified Agreement and all subsections thereto. In addition, terms and conditions in the applicable Pricing Schedule(s) may apply.

For clarification, any supplement to or modification of any provision of the Unified Agreement or changes in scope during the term of the contract must be in writing, mutually agreed and signed by authorized representatives of both parties.

All contracts should include a provision permitting early termination of circuits, with no penalty, should a location be closed by the Applicant. Additionally, if the Applicant opens a new location, the final agreement should include a provision permitting that site to be added at the existing MRC rate for the duration of the contract, with the Applicant paying for any one-time charges associated with adding the new site to the network.

AT&T's Response:

All terms and conditions relating to amendments/changes and termination shall be as set forth in the Proposed Contract Documents, in particular Section 10.5 ("*Amendments and Waivers*") and Section 8 ("*Suspension and Termination*"), respectively, of the Unified Agreement and all subsections thereto. In addition, terms and conditions in the applicable Pricing Schedule(s) may apply.

No increased pricing will be allowed during the term of the quoted special construction, NRC, and MRC rate. Service providers proposing equipment whose prices may increase depending upon new U.S. government tariffs imposed on imports are encouraged to (a) identify such products in their offers, and (b) propose an acceptable methodology for limiting price adjustments over the life of the contract. Subject to contract restrictions, services may be reevaluated for cost-effectiveness at any time during the life of the agreement including renewal periods.

AT&T's Response:

Notwithstanding anything contained in this RFP to the contrary, all terms and conditions relating to pricing, payment and

invoicing shall be as set forth in the Proposed Contract Documents, in particular Section 4 (*"Pricing and Billing"*) of the Unified Agreement and all subsections thereto. In addition, terms and conditions in the applicable Pricing Schedule(s) may apply.

Disqualifying Factors

Applicant will disqualify proposals for the following reasons:

- Unauthorized Service Provider contact with Applicant.
- Proposal does not provide definitive costs for the services requested (including recurring and/or onetime charges).
- Proposal includes generic/encyclopedic price lists and/or solution is proposed by an artificial intelligence system that does not take into consideration the specific needs of Applicant.
- Proposal submitted after the deadline.

E-Rate Specific Considerations/Information

Per USAC E-Rate rules, "cost of eligible services" will be the highest valued criterion in the evaluation process; however, other criteria with a lesser value may also be considered.

Service providers proposing to temporarily loan equipment for product demonstration and/or evaluation purposes are required to clearly state that such loans are of limited duration. Product demos extending beyond thirty (30) days must be explicitly authorized by both parties and provided at a fair market rate.

AT&T's Response:

Any samples, testing, or demo equipment submitted by AT&T will be submitted under the condition that such samples will be returned by the Customer within 30 business days after the trial period is completed.

By submitting a proposal on the requested services herein, the vendor certifies its proposed services and/or products comply with Part 47 Section 54.9 and 54.10 of the FCC rules which prohibits the sale, provision, maintenance, modification, or other support of equipment or services provided or manufactured by Huawei, ZTE, or any other covered company posing a national security threat to the integrity of communications networks or the communications supply chain. See <https://www.usac.org/about/reports-orders/supplychain/> for more details.

AT&T's Response:

None of the product and services proposed in response utilize any equipment or services provide by a company that the FCC has designated as a national security threat to the integrity of the communication network or the communications supply chain. AT&T is compliant with the 2019 Protecting Against National Security Threats Order and the FCC rules implementing this Act within the E-Rate program as first outlined in November, 2020 in DA 20-1418, the 2021 Eligible Services List.

All terms and conditions relating to compliance with laws shall be as set forth in the Proposed Contract Documents. In addition, terms and conditions in the applicable Pricing Schedule(s) may apply.

As required by Section 54.500(f) of Part 47 of the Code of Federal Regulation all bids in response to this RFP must offer the lowest corresponding price (LCP) which is defined as the lowest price that a service provider charges to

nonresidential customers who are similarly situated to a particular E-Rate applicant (school, library, or consortium) for similar services. See the following for more information on the requirements relating to LCP: <https://www.usac.org/E-Rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/>.

AT&T's Response:

The prices provided in this response are consistent with the AT&T E-Rate Pricing Policy which was developed by AT&T for compliance with E-Rate pricing regulations.

Additional Considerations/Information

Applicant reserves the right to award all, part or none of the services set forth in this procurement. This procurement in no manner obligates Applicant until a valid signed contract and/or valid Purchase Order is executed.

AT&T's Response:

AT&T's proposal represents a packaged offer to the Customer and cannot at the discretion of the Customer be broken apart by the selection or rejection of distinct portions or provisions.

AT&T's proposal hereunder is a direct reflection of the entire scope of work as presented here, as of the date of submission. Acceptance of only part of the quote may require mutual agreement/adjustment to the final configuration, subsequent pricing and Implementation schedule.

AT&T is willing to immediately commence negotiation of a mutually agreeable contract or serving arrangement with the Customer to deal with a potential partial award by the Customer. AT&T reserves the right, consistent with this RFP and/or applicable local and state procurement statutes, ordinances, guidelines and other applicable authorities, to contest an award made under this RFP.

Applicant may in its sole discretion extend the time for the submission of proposals upon a finding that it is in the interest of Applicant to do so. Such extensions shall be by addendum(s), which may be issued before the submission due date.

After final contract is negotiated, approved, and awarded, all proposal documents pertaining to this procurement will be open to the public, except for material which is proprietary or confidential. Applicant will not make public any pages of a proposal on which the Offeror has stamped or imprinted "Proprietary" or "Confidential" subject to the following requirements. Proprietary or confidential data shall be readily separable from the proposal to facilitate eventual public inspection of the non-confidential portion of the proposal. The price of products offered, or the cost of services proposed shall not be designated as proprietary or confidential information.

AT&T's Response:

AT&T respectfully requests that information in this document be held confidential by the HECTOR P. GARCIA MEMORIAL LIBRARY to the extent allowed under applicable law and that AT&T be notified of any request to disclose such information and be allowed to participate in any action or take action necessary to protect the information from disclosure.

By submitting a proposal, the Offeror certifies that no relationship exists between the Offeror and Applicant that interferes with fair competition or is a conflict of interest; and no relationship exists between such propose and another person or firm that constitutes a conflict of interest that is adverse to Applicant.

AT&T's Response:

AT&T is not aware of any conflict of interest that could materially and adversely affect AT&T's ability to perform under a proposed agreement with the Customer. AT&T is publicly owned, and with millions of shareholders, it is impossible for AT&T to determine whether any the Customer employee or any member of his or her immediate family may be a shareholder in AT&T, Inc. Further, AT&T and its affiliates' employ approximately 160,000 individuals and AT&T cannot practically identify possible connections between all AT&T employees and any employees of the Customer or any component office.

In lieu of the certification proposed above, the undersigned can affirm to the best of the undersigned's knowledge and belief, after a reasonable inquiry, that none of the individuals directly involved in the preparation of this RFP have a familial relationship with any employee of the Customer; however, the Customer should make such an inquiry of its own employees, directors, and officers prior to entering into an agreement with AT&T and take the necessary steps to ensure such individuals remain in compliance with these requirements.



Commission Registration System (CORES)

Associate Username to FRN | Manage Existing
FRNs & FRN Financial
Register New FRN | Reset FRN Password
| Search for FRN

FCC Registration

FCC > [FCC Registration](#) > [Manage Existing FRNs](#) > FRN Financial

Logged In As: [vl4468@att.com](#) | [Logout](#)

FRN Financial

[Manage FRNs](#)

FRN Financial

[Create Form 1876](#)

[Manage View
Permissions](#)

[Auction
Bank Accounts](#)

[Auction
Payments](#)

Show 10 ▼ entries

Search: 0005937974

FRN	FRN Name	Red Light Status	Action
0005937974	AT&T Corp,	Green Light	View/Make Payments

Showing 1 to 1 of 1 entries (filtered from 210 total entries)

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For assistance, please submit a help request at <https://www.fcc.gov/wireless/available-support-services> or call 877-480-3201 (Mon.-Fri. 8 a.m.-6 p.m. ET).



**AT&T MANAGED INTERNET SERVICE
PRICING SCHEDULE**

Customer	AT&T
cust_lgl_nam doing_bus_as_head doing_bus_as Street Address: street_Cust City: city_Cust state_Province : state_Cust Zip Code: zip_Cust Country: country_Cust	AT&T Corp.
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: name_CustCont l_CustCont Title: title_CustCont Street Address: street_CustCont City: city_CustCont State/Province: state_CustCont Zip Code: zip_CustCont Country: country_CustCont Telephone: phone_CustCont Fax: fax_CustCont Email: email_CustCont Customer Account Number or Master Account Number: customer_number	Name: name_AttS Street Address: street_AttS City: city_AttS State/Province: State_AttS Zip Code: zip_AttS Country: country_AttS Telephone: phone_AttS Fax: fax_AttS Email: email_AttS Sales/Branch Manager: m_AttS SCVP Name: scvp_AttS Sales Strata: sstrata_AttS Sales Region: sregion_AttS <u>With a copy (for Notices) to:</u> AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) <input type="checkbox"/>	
Name1: name_AttSPRI Company Name: cnam_AttSPRI Agent Street Address: street_AttSPRI City: city_AttSPRI State: state_AttSPRI Zip Code: zip_AttSPRI Country: country_AttSPRI Telephone: phone_AttSPRI Fax: fax_AttSPRI Email: email_AttSPRI Agent Code agcode_AttSPRI	

This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

AT&T and Customer Confidential Information

Page 1

ASAP! ICB GCS_UUID

**AT&T MANAGED INTERNET SERVICE
PRICING SCHEDULE**

1. SERVICES

Service	Service Publication Location
AT&T Managed Internet Service (MIS)	http://serviceguidenew.att.com/sg_flashPlayerPage/MIS
AT&T Bandwidth Services	http://serviceguidenew.att.com/sg_flashPlayerPage/BWS

2. PRICING SCHEDULE TERM AND EFFECTIVE DATES

Pricing Schedule Term	term_of_contract months
Pricing Schedule Term Start Date	Effective Date of this Pricing Schedule
Effective Date of Rates and Discounts	Effective Date of this Pricing Schedule

3. MINIMUM PAYMENT PERIOD

Service Components	Percent of Monthly Charges Due Upon Termination Prior to Completion of Minimum Payment Period	Minimum Payment Period per Service Component
All Service Components	50%	Longer of 12 months or until the end of the Pricing Schedule Term

4. SERVICE OR SERVICE COMPONENT WITHDRAWAL

AT&T may discontinue a Service or Service Component as provided in the applicable Service Guide and in the case of a Service or Service Component that is supplied to AT&T by a third party service provider upon thirty (30) days written notice.

5. RATES (US Mainland, and HI only)

**Section I: AT&T Managed Internet Service
Access Bandwidth -**

Table 1: Tiered T-1, NxT-1, E-1 And Frame – Flat Rate Billing Option

56k 128k 128k 128k 512k 512k 512k T1F E1F NxT1 NxT1 NxT1 NxT1 NxT1 NxT1 NxT1															
Access Method	Speed	Undiscounted MIS MRC	Undiscounted MIS w/ Managed Router MRC		Discount										
N/A	56/64 Kbps†	\$190	\$260		56k %										
T-1	128 Kbps†	\$225	\$295		128k %										
T-1	256 Kbps†	\$280	\$350		128k %										
T-1	384 Kbps†	\$335	\$405		128k %										
T-1	512 Kbps†	\$390	\$460		512k %										
T-1	768 Kbps†	\$410	\$480		512k %										
T-1 – Frame*	1024 Kbps*	\$425	\$495		512k %										
T-1	T-1	\$470	\$540		T1F %										
E-1*	E-1	\$470	\$540		E1F %										
2xT-1	3 Mbps	\$850	\$1,145		NxT1 %										
3xT-1	4.5 Mbps	\$1,100	\$1,395		NxT1 %										
4xT-1	6 Mbps	\$1,250	\$1,545		NxT1 %										
5xT-1	7.5 Mbps	\$1,480	\$2,360		NxT1 %										

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6xT-1	9 Mbps	\$1,715	\$2,595	NxT1 %
7xT-1	10.5 Mbps	\$1,915	\$2,795	NxT1 %
8xT-1	12 Mbps	\$2,190	\$3,070	NxT1 %

* Speed not available with MPLS PNT

†Speed available only with MPLS PNT Feature

Table 2: MIS N x 10 Gig Ethernet – Flat Rate Billing Option**

Nx10Gbps		
Speed	Undiscounted MIS MRC	Discount
2x -10.0 Gbps	\$1,500,000	Nx10Gbps %
3x -10.0 Gbps	\$2,220,000	Nx10Gbps %
4x -10.0 Gbps	\$2,920,000	Nx10Gbps %

* Service not available with MPLS PNT

Pricing also applies to Service locations in Alaska

Table 3: Burstable T-1

Discount: : T1B %

Sustained Usage	Undiscounted MIS MRC	Undiscounted MIS w/Managed Router MRC
up to 128 Kbps	\$270	\$340
128.01 - 256 Kbps	\$340	\$410
256.01 - 384 Kbps	\$405	\$475
384.01 - 512 Kbps	\$470	\$540
512.01 Kbps - 1.544 Mbps	\$565	\$635

Table 4: DNS Services

Option	Undiscounted MRC
Additional Primary DNS (available in increments of up to 15 zones with a maximum of 150 Kilobytes of zone file data)	\$100 per DNS increment
Additional Secondary DNS (available in increments of up to 15 zones with a maximum of 150 Kilobytes of zone file data)	\$100 per DNS increment

Table 5: ATM And Tiered T-3

Discount: T3F %

Access Method	Speed	Undiscounted MIS MRC	Undiscounted MIS w/ Managed Router MRC
ATM*	2 Mbps	\$590	\$885
ATM*	3 Mbps	\$850	\$1,145
ATM*	4 Mbps	\$1,075	\$1,370
ATM*	5 Mbps	\$1,125	\$1,420
ATM*	6 Mbps	\$1,250	\$1,545
ATM*	7 Mbps	\$1,415	\$2,295
ATM*	8 Mbps	\$1,565	\$2,445
ATM*	9 Mbps	\$1,715	\$2,595
ATM*/T-3	10 Mbps	\$1,840	\$2,720
ATM*/T-3	15 Mbps	\$2,465	\$3,345
ATM*/T-3	20 Mbps	\$3,090	\$3,970
ATM*/T-3	25 Mbps	\$3,725	\$4,605
ATM*/T-3	30 Mbps	\$4,350	\$5,230
ATM*/T-3	35 Mbps	\$4,990	\$5,870

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ATM*/T-3	40 Mbps	\$5,615	\$6,495
T-3	45 Mbps	\$6,250	\$7,130

* Access Method not available with MPLS PNT

Table 6: Burstable T-3

Discount: T3B %

Sustained Usage	Undiscounted MIS MRC	Undiscounted MIS w/ Managed Router MRC
up to 6.0 Mbps	\$1,515	\$1,810
6.01 - 7.5 Mbps	\$1,790	\$2,670
7.51 - 9.0 Mbps	\$2,065	\$2,945
9.01 - 10.5 Mbps	\$2,290	\$3,170
10.51 - 12.0 Mbps	\$2,515	\$3,395
12.01 - 13.5 Mbps	\$2,740	\$3,620
13.51 - 15.0 Mbps	\$2,965	\$3,845
15.01 - 16.5 Mbps	\$3,150	\$4,030
16.51 - 18.0 Mbps	\$3,340	\$4,220
18.01 - 19.5 Mbps	\$3,525	\$4,405
19.51 - 21.0 Mbps	\$3,715	\$4,595
21.01 - 45.0 Mbps	\$7,515	\$8,395

Table 7: Flexible Bandwidth Billing Option - Burstable T-3

MIS & MIS w/Managed Router Discount: T3H Applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.			Incremental Usage Fee Discount: T3H_u Applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.
Tiered Bandwidth Minimum Commitment	Undiscounted MIS MRC	Undiscounted MIS w/Managed Router MRC	Undiscounted Incremental Usage Fee
MIS & MIS w/Managed Router Discount for the following: T3H1			Incremental Usage Fee Discount for the following: T3H1_u
2 Mbps	\$590	\$885	\$355
3 Mbps	\$850	\$1,145	\$340
4 Mbps	\$1,075	\$1,370	\$325
5 Mbps	\$1,125	\$1,420	\$270
6 Mbps	\$1,250	\$1,545	\$250
7 Mbps	\$1,415	\$2,295	\$245
8 Mbps	\$1,565	\$2,445	\$235
9 Mbps	\$1,715	\$2,595	\$230
MIS & MIS w/Managed Router Discount for the following: T3H2			Incremental Usage Fee Discount for the following: T3H2_u
10 Mbps	\$1,840	\$2,720	\$225
15 Mbps	\$2,465	\$3,345	\$200
20 Mbps	\$3,090	\$3,970	\$190
25 Mbps	\$3,725	\$4,605	\$180
MIS & MIS w/Managed Router Discount for the following: T3H3			Incremental Usage Fee Discount for the following: T3H3_u
30 Mbps	\$4,350	\$5,230	\$175
35 Mbps	\$4,990	\$5,870	\$175
40 Mbps	\$5,615	\$6,495	\$170

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45 Mbps	\$6,250	\$7,130	N/A
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**Table 8: MIS Access Redundancy Option
(MARO) - Burstable T-1 with Shadow Billing Option**

Discount: ST1T3 %

Sustained Usage	Undiscounted MIS w/Managed Router MRC
Up to 56 Kbps For MARO Redundant Link Service Only (Shadow Billing)	\$170
up to 128kbps	\$340
128.01 - 256 Kbps	\$410
256.01 - 384 Kbps	\$475
384.01 - 512 Kbps	\$540
512.01 Kbps - 1.544 Mbps	\$635

Table 9: MARO Burstable T-3 with Shadow Billing Option

Discount: ST1T3 %

Sustained Usage	Undiscounted MIS w/ Managed Router MRC
Up to 56 Kbps For MARO Redundant Link Service Only (Shadow Billing)	\$800
Up to 6.0 Mbps	\$1,810
6.01 – 7.5 Mbps	\$2,670
7.51 – 9.0 Mbps	\$2,945
9.01 – 10.5 Mbps	\$3,170
10.51 - 12.0 Mbps	\$3,395
12.01 - 13.5 Mbps	\$3,620
13.51 - 15.0 Mbps	\$3,845
15.01 - 16.5 Mbps	\$4,030
16.51 - 18.0 Mbps	\$4,220
18.01 - 19.5 Mbps	\$4,405
19.51 - 21.0 Mbps	\$4,595
21.01 - 45.0 Mbps	\$8,395

Table 10: Redundancy Features - Monthly Charges

ABN CPE_R BNR OLB		
Option	MRC	Service Component Discount
Alternate Backbone Node Option - additional charges via Private Line, per Service Component	T-1: \$500	ABN %
	NxT1: \$500 per T-1	
	T3: \$5,000	
	OC-3 \$12,000	
CPE Redundant Configuration Option - Per Service Component	T-1: \$120	CPE_R %
	NxT-1: \$350	
	T3: \$540	
	OC-3: \$2,435	
MARO Backbone Node Redundancy Option - additional charges via Private Line, per Service Component	\$500 per T-1 Redundant Link	BNR %

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	\$5,000 per T-3 Redundant Link	
	\$12,000 per OC-3 Redundant Link	
MARO Outbound Load Balancers (2) Option (Dual Managed Customer Routers)	T1 & NXT1: \$350 T3 & OC3: \$875	OLB %

Table 11: MIS and MARO Features - Installation Fees

Discount: ncs_prep_nrc %

Option	Undiscounted MIS & MIS w/Managed Router Installation Fee
MARO - Outbound Load Balancers (2) (Dual Managed Customer Routers)	\$1000

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Table 12: MIS Tele – Installation

Discount: tele_install %

MIS Speed	Undiscounted MIS Installation Fee	Undiscounted MIS w/ Managed Router Installation Fee
56 Kbps	\$1,000	\$1,000
128 Kbps - 1.5 Mbps	\$1,000	\$1,000
NxT-1	\$2,500	\$2,500
Tiered/Full T-3	\$5,000	N/A
Tiered OC-3, OC-12, OC-48	\$10,000	N/A
Ethernet	\$1,500#	\$1,500**#
10 Gig Ethernet*	\$10,000#	N/A

* Service not available with MPLS PNT

**Pricing available for MIS speeds of 100 Mbps and below and with electrical interfaces only.

Pricing also applies to Service locations in Alaska

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Table 13: MIS Tele – Installation

Discount: tele_install %

MIS Speed	Undiscounted MIS Installation Fee	Undiscounted MIS w/ Managed Router Installation Fee
56 Kbps	\$1,000	\$1,000
128 Kbps - 1.5 Mbps	\$1,000	\$1,000
NxT-1	\$2,500	\$2,500
Tiered/Full T-3	\$5,000	N/A
Tiered OC-3, OC-12, OC-48	\$10,000	N/A
Ethernet	\$1,500#	\$1,500**#
10 Gig Ethernet* and up	\$1,500#	\$1,500

* Service not available with MPLS PNT

**Pricing available for MIS speeds of 100 Mbps and below and with electrical interfaces only.

Pricing also applies to Service locations in Alaska

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Table 14: On-Site Installation

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Discount: onsite_install %

MIS Speed	Undiscounted MIS w/ Managed Router Only Installation Fee
56 Kbps	\$999
128 Kbps - 1.5 Mbps	\$999
NxT-1	\$999
Tiered/Full T-3	\$1,000
Tiered OC-3, OC-12, OC-48	\$10,000
Ethernet	\$1,500*

* Pricing also applies to Service locations in Alaska

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Table 15: On-Site Installation

Discount: onsite_install %

MIS Speed	Undiscounted MIS w/ Managed Router Only Installation Fee
56 Kbps	\$999
128 Kbps - 1.5 Mbps	\$999
NxT-1	\$999
Tiered/Full T-3	\$1,000
Tiered OC-3, OC-12, OC-48	\$10,000
Ethernet	\$1,500*
10 Gig Ethernet and up	\$1,500
Nx10Gig Ethernet	\$3,500

* Pricing also applies to Service locations in Alaska

Table 16: ATM* and Tiered OC-3

Discount: OC3T %

Speed	Undiscounted MIS MRC	Undiscounted MIS w/Managed Router MRC
2 Mbps	\$590	\$885
3 Mbps	\$850	\$1,145
4 Mbps	\$1,075	\$1,370
5 Mbps	\$1,125	\$1,420
6 Mbps	\$1,250	\$1,545
7 Mbps	\$1,415	\$2,295
8 Mbps	\$1,565	\$2,445
9 Mbps	\$1,715	\$2,595
10 Mbps	\$1,840	\$2,720
15 Mbps	\$2,465	\$3,345
20 Mbps	\$3,090	\$3,970
25 Mbps	\$3,725	\$4,605
30 Mbps	\$4,350	\$5,230
35 Mbps	\$4,990	\$5,870
40 Mbps	\$5,615	\$6,495
45 Mbps	\$6,250	\$7,130
60 Mbps	\$7,825	\$9,005
155 Mbps (not available with ATM)	\$17,800	\$18,980

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* ATM not available with MPLS PNT

Table 17: Burstable OC-3

Discount: OC3B %

Sustained Usage	Undiscounted MIS MRC	Undiscounted MIS w/Managed Router MRC
Up to 35.0 Mbps	\$5,990	\$6,870
35.01 to 45.0 Mbps	\$7,515	\$8,395
45.01 to 55.0 Mbps	\$8,765	\$9,945
55.01 to 65.0 Mbps	\$10,025	\$11,205
65.01 to 75.0 Mbps	\$11,290	\$12,470
75.01 to 85.0 Mbps	\$12,550	\$13,730
85.01 to 100.0 Mbps	\$14,440	\$15,620
100.01 to 125.0 Mbps	\$17,590	\$18,770
125.01 to 155.0 Mbps	\$21,365	\$22,545

Table 18: Flexible Bandwidth Billing Option - Burstable OC-3

MIS & MIS w/Managed Router Discount: OC3H Applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.			Incremental Usage Fee Discount: OC3H_u Applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.
Tiered Bandwidth Minimum Commitment	Undiscounted MIS MRC	Undiscounted MIS w/ Managed Router MRC	Undiscounted Incremental Usage Fee
MIS & MIS w/ Managed Router Discount for the following: OC3H1			Incremental Usage Fee Discount for the following: OC3H1_u
35 Mbps	\$4,990	\$5,870	\$175
40 Mbps	\$5,615	\$6,495	\$170
45 Mbps	\$6,250	\$7,130	\$170
MIS & MIS w/ Managed Router Discount for the following: OC3H2			Incremental Usage Fee Discount for the following: OC3H2_u
60 Mbps	\$7,825	\$9,005	\$160
70 Mbps	\$8,875	\$10,055	\$155
80 Mbps	\$9,925	\$11,105	\$150
90 Mbps	\$10,975	\$12,155	\$150
MIS & MIS w/ Managed Router Discount for the following: OC3H3			Incremental Usage Fee Discount for the following: OC3H3_u
100 Mbps	\$12,025	\$13,205	\$145
120 Mbps	\$14,125	\$15,305	\$145
144 Mbps	\$16,225	\$17,405	\$140
155 Mbps	\$17,800	\$18,980	N/A

Table 19: Tiered OC-12

Discount: OC12T %

Speed	Undiscounted MIS MRC	Undiscounted MIS w/Managed Router MRC
622 Mbps	\$50,700	\$52,505

Table 20: Burstable OC-12

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Discount: OC12B %

Speed	Undiscounted MIS MRC	Undiscounted MIS w/Managed Router MRC
Up to 75.0 Mbps	\$11,290	\$12,470
75.01 to 150.0 Mbps	\$18,750	\$19,930
150.01 to 225.0 Mbps	\$26,215	\$27,395
225.01 to 300.0 Mbps	\$33,665	\$35,470
300.01 to 375.0 Mbps	\$40,040	\$41,845
375.01 to 450.0 Mbps	\$46,415	\$48,220
450.01 to 525.0 Mbps	\$52,715	\$54,520
525.01 to 622.0 Mbps	\$60,850	\$62,655

Table 21: Flexible Bandwidth Billing Option - Burstable OC-12

MIS & MIS w/Managed Router Discount: OC12H Applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.			Incremental Usage Fee Discount: OC12H_u This discount applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.
Tiered Bandwidth Minimum Commitment	Undiscounted MIS MRC	Undiscounted MIS w/ Managed Router MRC	Undiscounted Incremental Usage Fee
MIS & MIS w/ Managed Router Discount for the following: OC12H1			Incremental Usage Fee Discount for the following: OC12H1_u
70 Mbps	\$8,875	\$10,055	\$155
80 Mbps	\$9,925	\$11,105	\$150
90 Mbps	\$10,975	\$12,155	\$150
MIS & MIS w/ Managed Router Discount for the following: OC12H2			Incremental Usage Fee Discount for the following: OC12H2_u
100 Mbps	\$12,025	\$13,205	\$145
120 Mbps	\$14,125	\$15,305	\$145
144 Mbps	\$16,225	\$17,405	\$140
155 Mbps	\$17,800	\$18,980	\$140
MIS & MIS w/Managed Router Discount for the following: OC12H3			Incremental Usage Fee Discount for the following: OC12H3_u
200 Mbps	\$20,975	\$22,780	\$130
250 Mbps	\$24,515	\$26,320	\$120
300 Mbps	\$28,050	\$29,855	\$115
350 Mbps	\$31,600	\$33,405	\$110
MIS & MIS w/ Managed Router Discount for the following: OC12H4			Incremental Usage Fee Discount for the following: OC12H4_u
400 Mbps	\$35,140	\$36,945	\$110
450 Mbps	\$38,675	\$40,480	\$105
500 Mbps	\$42,215	\$44,020	\$105
550 Mbps	\$45,750	\$47,555	\$100
600 Mbps	\$49,290	\$51,095	\$100
622 Mbps	\$50,700	\$52,505	N/A

Table 22: Tiered OC-48

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Discount: OC48T %

Speed	Undiscounted MIS MRC	Undiscounted MIS w/Managed Router MRC
2.5 Gbps	\$196,000	\$199,055

Table 23: Burststable OC-48

Discount: OC48B %

Sustained Usage	Undiscounted MIS MRC	Undiscounted MIS w/Managed Router MRC
Up to 1250 Mbps	\$121,500	\$124,555
1251 to 1350 Mbps	\$130,975	\$134,030
1351 to 1450 Mbps	\$140,450	\$143,505
1451 to 1550 Mbps	\$149,925	\$152,980
1551 to 1650 Mbps	\$159,400	\$162,455
1651 to 1750 Mbps	\$168,875	\$171,930
1751 to 1850 Mbps	\$178,350	\$181,405
1851 to 1950 Mbps	\$187,825	\$190,880
1951 to 2050 Mbps	\$197,300	\$200,355
2051 to 2150 Mbps	\$206,775	\$209,830
2151 to 2250 Mbps	\$216,250	\$219,305
2251 to 2350 Mbps	\$225,725	\$228,780
2351 to 2450 Mbps	\$235,200	\$238,255

Table 24: Flexible Bandwidth Billing Option - Burststable OC-48

MIS & MIS w/ Managed Router Discount: OC48H Applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.			Incremental Usage Fee Discount: OC48H_u Applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.
Tiered Bandwidth Minimum Commitment	Undiscounted MIS MRC	Undiscounted MIS w/ Managed Router MRC	Undiscounted Incremental Usage Fee
MIS & MIS w/ Managed Router Discount for the following: OC48H1			Incremental Usage Fee Discount for the following: OC48H1_u
600 Mbps	\$49,290	\$51,095	\$100
622 Mbps	\$50,700	\$52,505	\$100
700 Mbps	\$56,365	\$58,170	\$100
MIS & MIS w/ Managed Router Discount for the following: OC48H2			Incremental Usage Fee Discount for the following: OC48H2_u
800 Mbps	\$63,440	\$65,245	\$100
1250 Mbps	\$101,250	\$104,305	\$100
MIS & MIS w/ Managed Router Discount for the following: OC48H3			Incremental Usage Fee Discount for the following: OC48H3_u
1550 Mbps	\$125,000	\$128,055	\$100
1850 Mbps	\$148,750	\$151,805	\$100
2150 Mbps	\$172,500	\$175,555	\$100
2450 Mbps	\$196,000	\$199,055	N/A

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Table 25: Flexible Bandwidth Billing Option – Ethernet*

MIS & MIS w/Managed Router Discount: Gig_E Applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.			Incremental Usage Fee Discount: GigE_u Applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.
Tiered Bandwidth Minimum Commitment	Undiscounted MIS MRC	Undiscounted MIS w/ Managed Router MRC	Undiscounted Incremental Usage Fee
MIS & MIS w/ Managed Router Discount for the following: Gig_E1			Incremental Usage Fee Discount for the following: GigE1_u
0.5 Mbps	\$390	\$460	\$940
1.0 Mbps	\$425	\$495	\$510
1.5 Mbps	\$470	\$540	\$380
2 Mbps	\$590	\$885	\$355
3 Mbps	\$850	\$1,145	\$340
4 Mbps	\$1,075	\$1,370	\$325
5 Mbps	\$1,125	\$1,420	\$270
6 Mbps	\$1,250	\$1,545	\$250
7 Mbps	\$1,415	\$2,295	\$245
8 Mbps	\$1,565	\$2,445	\$235
9 Mbps	\$1,715	\$2,595	\$230
MIS & MIS w/ Managed Router Discount for the following: Gig_E2			Incremental Usage Fee Discount for the following: GigE2_u
10 Mbps	\$1,840	\$2,720	\$225
15 Mbps	\$2,465	\$3,345	\$200
20 Mbps	\$3,090	\$3,970	\$190
25 Mbps	\$3,725	\$4,605	\$180
MIS & MIS w/ Managed Router Discount for the following: Gig_E3			Incremental Usage Fee Discount for the following: GigE3_u
30 Mbps	\$4,350	\$5,230	\$175
35 Mbps	\$4,990	\$5,870	\$175
40 Mbps	\$5,615	\$6,495	\$170
45 Mbps	\$6,250	\$7,130	\$170
MIS & MIS w/ Managed Router Discount for the following: Gig_E4			Incremental Usage Fee Discount for the following: GigE4_u
50 Mbps	\$6,770	\$7,815	\$165
60 Mbps	\$7,825	\$9,005	\$160
70 Mbps	\$8,875	\$10,055	\$155
75 Mbps	\$9,410	\$10,595	\$155
80 Mbps	\$9,925	\$11,105	\$150
90 Mbps	\$10,975	\$12,155	\$150
MIS & MIS w/ Managed Router Discount for the following: Gig_E5			Incremental Usage Fee Discount for the following: GigE5_u
100 Mbps	\$12,025	\$13,205	\$145
120 Mbps	\$14,125	\$15,305	\$145
144 Mbps	\$16,225	\$17,405	\$140
150 Mbps	\$17,065	\$18,250	\$140
155 Mbps	\$17,800	\$18,980	\$140
MIS & MIS w/ Managed Router Discount for the following: Gig_E6			Incremental Usage Fee Discount for the following: GigE6_u
200 Mbps	\$20,975	\$22,780	\$130

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250 Mbps	\$24,515	\$26,320	\$120
300 Mbps	\$28,050	\$29,855	\$115
350 Mbps	\$31,600	\$33,405	\$110
MIS & MIS w/ Managed Router Discount for the following: Gig_E7			Incremental Usage Fee Discount for the following: GigE7_u
400 Mbps	\$35,140	\$36,945	\$110
450 Mbps	\$38,675	\$40,480	\$105
500 Mbps	\$42,215	\$44,020	\$105
550 Mbps	\$45,750	\$47,555	\$100
600 Mbps	\$49,290	\$51,095	\$100
622 Mbps	\$50,700	\$52,505	\$100
MIS & MIS w/ Managed Router Discount for the following: Gig_E8			Incremental Usage Fee Discount for the following: GigE8_u
700 Mbps	\$56,365	\$58,170	\$100
800 Mbps	\$63,440	\$65,245	\$100
900 Mbps	\$70,875	\$73,930	\$100
1000 Mbps	\$78,250	\$81,305	N/A

* Pricing also applies to Service locations in Alaska (Override discounts are not applicable to Service locations in Alaska)

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Table 26: Flexible Bandwidth Billing Option – Ethernet*

MIS & MIS w/Managed Router Discount: Gig_E Applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.			Incremental Usage Fee Discount: GigE_u Applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.
Tiered Bandwidth Minimum Commitment	Undiscounted MIS MRC	Undiscounted MIS w/ Managed Router MRC	Undiscounted Incremental Usage Fee
MIS & MIS w/ Managed Router Discount for the following: Gig_E1			Incremental Usage Fee Discount for the following: GigE1_u
0.5 Mbps	\$257	\$385	\$940
1.0 Mbps	\$258	\$386	\$510
1.5 Mbps	\$259	\$387	\$380
2 Mbps	\$260	\$388	\$355
3 Mbps	\$261	\$389	\$340
4 Mbps	\$262	\$390	\$325
5 Mbps	\$263	\$391	\$270
6 Mbps	\$264	\$392	\$250
7 Mbps	\$265	\$393	\$245
8 Mbps	\$266	\$394	\$235
9 Mbps	\$267	\$395	\$230
MIS & MIS w/ Managed Router Discount for the following: Gig_E2			Incremental Usage Fee Discount for the following: GigE2_u
10 Mbps	\$268	\$396	\$198.00
15 Mbps	\$359	\$487	\$162.33
20 Mbps	\$449	\$577	\$144.25
25 Mbps	\$542	\$670	\$134.00
MIS & MIS w/ Managed Router Discount for the following: Gig_E3			Incremental Usage Fee Discount for the following: GigE3_u
30 Mbps	\$633	\$761	\$126.83

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35 Mbps	\$680	\$854	\$122.00
40 Mbps	\$812	\$945	\$118.13
45 Mbps	\$817	\$950	\$105.56
MIS & MIS w/ Managed Router Discount for the following: Gig_E4			Incremental Usage Fee Discount for the following: GigE4_u
50 Mbps	\$813	\$955	\$95.50
60 Mbps	\$946	\$1,100	\$91.67
70 Mbps	\$1,032	\$1,200	\$85.71
75 Mbps	\$1,118	\$1,300	\$86.67
80 Mbps	\$1,204	\$1,420	\$88.75
90 Mbps	\$1,290	\$1,500	\$83.33
MIS & MIS w/ Managed Router Discount for the following: Gig_E5			Incremental Usage Fee Discount for the following: GigE5_u
100 Mbps	\$1,400	\$1,555	\$77.75
120 Mbps	\$1,770	\$1,937	\$80.71
144 Mbps	\$1,790	\$1,960	\$68.06
150 Mbps	\$1,800	\$1,965	\$65.50
155 Mbps	\$1,820	\$2,020	\$65.16
MIS & MIS w/ Managed Router Discount for the following: Gig_E6			Incremental Usage Fee Discount for the following: GigE6_u
200 Mbps	\$2,000	\$2,100	\$52.50
250 Mbps	\$2,150	\$2,240	\$44.80
300 Mbps	\$2,250	\$2,620	\$43.67
350 Mbps	\$2,500	\$3,125	\$44.64
MIS & MIS w/ Managed Router Discount for the following: Gig_E7			Incremental Usage Fee Discount for the following: GigE7_u
400 Mbps	\$2,700	\$3,380	\$42.25
450 Mbps	\$3,000	\$3,720	\$41.33
500 Mbps	\$3,500	\$4,325	\$43.25
550 Mbps	\$3,650	\$4,425	\$40.23
600 Mbps	\$4,096	\$4,840	\$40.33
622 Mbps	\$4,117	\$5,000	\$40.19
MIS & MIS w/ Managed Router Discount for the following: Gig_E8			Incremental Usage Fee Discount for the following: GigE8_u
700 Mbps	\$4,199	\$5,240	\$37.43
800 Mbps	\$4,301	\$5,440	\$34.00
900 Mbps	\$4,403	\$5,540	\$30.78
1000 Mbps	\$4,505	\$5,620	\$28.10

* Pricing also applies to Service locations in Alaska (Override discounts are not applicable to Service locations in Alaska)

Old_RatePlanId

Table 27: Flexible Bandwidth Billing Option – MIS 10 Gig Ethernet*

MIS & MIS w/Managed Router Discount: 10Gig Applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.		Incremental Usage Fee Discount: 10Gig_u Applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.
Tiered Bandwidth Minimum Commitment	Undiscounted MIS MRC	Undiscounted Incremental Usage Fee
MIS Discount for the following: 10Gig_E		Incremental Usage Fee Discount for the following: 10GigE_u

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.5 Gbps	\$42,215	\$84.43
1.0 Gbps	\$78,250	\$78.25
MIS Discount for the following: 10Gig_E1		Incremental Usage Fee Discount for the following: 10GigE1_u
1.5 Gbps	\$119,625	\$79.75
2.0 Gbps	\$161,000	\$80.50
2.5 Gbps	\$196,000	\$80.25
MIS Discount for the following: 10Gig_E2		Incremental Usage Fee Discount for the following: 10GigE2_u
3.0 Gbps	\$240,000	\$80.00
3.5 Gbps	\$279,125	\$79.75
4.0 Gbps	\$318,000	\$79.50
MIS Discount for the following: 10Gig_E3		Incremental Usage Fee Discount for the following: 10GigE3_u
4.5 Gbps	\$356,625	\$79.25
5.0 Gbps	\$390,000	\$78.00
5.5 Gbps	\$433,125	\$78.75
6.0 Gbps	\$471,000	\$78.50
MIS Discount for the following: 10Gig_E4		Incremental Usage Fee Discount for the following: 10GigE4_u
6.5 Gbps	\$508,625	\$78.25
7.0 Gbps	\$539,000	\$77.00
7.5 Gbps	\$583,125	\$77.75
8.0 Gbps	\$620,000	\$77.50
MIS Discount for the following: 10Gig_E5		Incremental Usage Fee Discount for the following: 10GigE5_u
8.5 Gbps	\$656,625	\$77.25
9.0 Gbps	\$684,000	\$76.00
9.5 Gbps	\$719,625	\$75.75
10.0 Gbps	\$755,000	\$75.50

* Service not available with MPLS PNT

Pricing also applies to Service locations in Alaska (Override discounts are not applicable to Service locations in Alaska)

513_RatePlanId

Table 28: Flexible Bandwidth Billing Option – MIS 10 Gig Ethernet*

MIS & MIS w/Managed Router Discount: 10Gig Applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.			Incremental Usage Fee Discount: 10Gig_u Applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.
Tiered Bandwidth Minimum Commitment	Undiscounted MIS MRC	Undiscounted MIS w/ Managed Router MRC	Undiscounted Incremental Usage Fee
MIS Discount for the following: 10Gig_E			Incremental Usage Fee Discount for the following: 10GigE_u
.5 Gbps	\$5,658	\$7,000	\$70.00
1.0 Gbps	\$6,400	\$9,950	\$49.75
MIS Discount for the following: 10Gig_E1			Incremental Usage Fee Discount for the following: 10GigE1_u
1.5 Gbps	\$8,727	\$10,909	\$36.36
2.0 Gbps	\$9,091	\$12,276	\$30.69
2.5 Gbps	\$11,244	\$15,215	\$30.43

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MIS Discount for the following: 10Gig_E2			Incremental Usage Fee Discount for the following: 10GigE2_u
3.0 Gbps	\$13,309	\$17,981	\$29.97
3.5 Gbps	\$14,400	\$19,462	\$27.80
4.0 Gbps	\$16,015	\$21,591	\$26.99
MIS Discount for the following: 10Gig_E3			Incremental Usage Fee Discount for the following: 10GigE3_u
4.5 Gbps	\$16,771	\$22,720	\$25.24
5.0 Gbps	\$18,196	\$24,553	\$24.55
5.5 Gbps	\$19,636	\$26,502	\$24.09
6.0 Gbps	\$21,309	\$28,768	\$23.97
MIS Discount for the following: 10Gig_E4			Incremental Usage Fee Discount for the following: 10GigE4_u
6.5 Gbps	\$22,589	\$30,499	\$23.46
7.0 Gbps	\$24,218	\$32,727	\$23.38
7.5 Gbps	\$25,760	\$34,793	\$23.20
8.0 Gbps	\$26,953	\$36,387	\$22.74
MIS Discount for the following: 10Gig_E5			Incremental Usage Fee Discount for the following: 10GigE5_u
8.5 Gbps	\$28,233	\$38,115	\$22.42
9.0 Gbps	\$28,931	\$39,069	\$21.71
9.5 Gbps	\$29,527	\$39,855	\$20.98
10.0 Gbps	\$30,909	\$41,716	\$20.86

* Service not available with MPLS PNT

Pricing also applies to Service locations in Alaska (Override discounts are not applicable to Service locations in Alaska)

MISIPA22 MISIPA31 MISIPA44 MISIPA61 MISIPA1215 MISIPA1815 MISIPA243 MISIPA456

Table 29: Integrated Port and Access

Bandwidth	Undiscounted MIS MRC	Undiscounted MIS w/ Managed Router MRC	Discount
2 Mbps/2 Mbps	\$868.00	\$1,000.00	MISIPA22 %
3 Mbps/1 Mbps	\$829.00	\$961.00	MISIPA31 %
4 Mbps/4 Mbps	\$1,053.00	\$1,184.00	MISIPA44 %
6 Mbps/1 Mbps	\$921.00	\$1,053.00	MISIPA61 %
12 Mbps/1.5 Mbps	\$1,316.00	\$1,447.00	MISIPA1215 %
18 Mbps/1.5 Mbps	\$1,447.00	\$1,579.00	MISIPA1815 %
24 Mbps/3 Mbps	\$1,645.00	\$1,776.00	MISIPA243 %
45 Mbps/6 Mbps	\$2,132.00	\$2,263.00	MISIPA456 %

10_40Gbps 20_40Gbps 30_40Gbps 40_40Gbps

Table 30: Flat Rate Billing Option - MIS 40 Gig (Ethernet or OTN)*

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40GbpsEthernet or OTN – Flat Rate Billing Option			
Speed	Undiscounted MIS MRC	Undiscounted MIS w/ Managed Router MRC	Discount
10 Gbps	\$34,457	\$43,102	10_40Gbps %
20 Gbps	\$39,766	\$49,999	20_40Gbps %
30 Gbps	\$49,237	\$67,242	30_40Gbps %
40 Gbps	\$62,871	\$84,485	40_40Gbps %

* Service not available with MPLS PNT

40_100Gbps 50_100Gbps 60_100Gbps 70_100Gbps 80_100Gbps 90_100Gbps 100_100Gbps

Table 31: Flat Rate Billing Option - MIS 100 Gig (Ethernet or OTN)*

MIS 100 Gig (Ethernet or OTN)* – Flat Rate Billing Option			
Speed	Undiscounted MIS MRC	Undiscounted MIS w/ Managed Router MRC	Discount
40 Gbps	\$62,871	\$84,485	40_100Gbps %
50 Gbps	\$73,393	\$98,789	50_100Gbps %
60 Gbps	\$78,957	\$105,623	60_100Gbps %
70 Gbps	\$84,800	\$112,799	70_100Gbps %
80 Gbps	\$90,934	\$120,334	80_100Gbps %
90 Gbps	\$97,376	\$128,245	90_100Gbps %
100 Gbps	\$104,174	\$136,595	100_100Gbps %

* Service not available with MPLS PNT

Table 32: Flexible Bandwidth Billing Option – MIS 40 Gig (Ethernet or OTN)*

Discount applied to MIS & MIS w/Managed Router: 40Gig_E			Incremental Usage Fee Discount: 40GigE_u
Tiered Bandwidth Minimum Commitment	Undiscounted MIS MRC	Undiscounted MIS w/ Managed Router MRC	Undiscounted Incremental Usage Fee Per Mbps
10 Gbps	\$34,457	\$7,000	\$2.00
20 Gbps	\$39,766	\$10,909	\$2.00
30 Gbps	\$49,237	\$17,981	\$2.00
40 Gbps	\$62,871	\$22,720	N/A

* Service not available with MPLS PNT

Pricing also applies to Service locations in Alaska (Override discounts are not applicable to Service locations in Alaska)

Table 33: Flexible Bandwidth Billing Option – MIS 100 Gig (Ethernet or OTN)*

Discount applied to MIS & MIS w/Managed Router: 100Gig			Incremental Usage Fee Discount: 100Gig_u
Tiered Bandwidth Minimum Commitment	Undiscounted MIS MRC	Undiscounted MIS w/ Managed Router MRC	Undiscounted Incremental Usage Fee Per Mbps
40 Gbps	\$62,871	\$7,000	\$1.35
50 Gbps	\$73,393	\$10,909	\$1.35
60 Gbps	\$78,957	\$17,981	\$1.35
70 Gbps	\$84,800	\$22,720	\$1.35
80 Gbps	\$90,934	\$30,499	\$1.35
90 Gbps	\$97,376	\$38,115	\$1.35
100 Gbps	\$104,174	\$46,963	N/A

* Service not available with MPLS PNT

Pricing also applies to Service locations in Alaska (Override discounts are not applicable to Service locations in Alaska)

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Table 34: Class Of Service Option - Tiered T-1, T-3 and Burstable Service - Monthly Charges

Discount: cos_mo %

Speed	Class of Service MIS & MIS w/ Managed Router MRC [#]
56 Kbps**	\$225
128 Kbps**	\$225
256 Kbps**	\$225
384 Kbps**	\$225
512 Kbps**	\$225
768 Kbps	\$225
1024 Kbps**†	\$225
1.5 Mbps	\$225
2xT-1 (3 Mbps)	\$225
3xT-1 (4.5 Mbps)	\$225
4xT-1 (6 Mbps)	\$225
5xT-1 (7.5 Mbps)	\$225
6xT-1 (9 Mbps)	\$225
7xT-1 (10.5 Mbps)	\$225
8xT-1 (12 Mbps)	\$225
10 Mbps	\$825
15 Mbps	\$1,075
20 Mbps	\$1,325
25 Mbps	\$1,575
30 Mbps	\$1,825
35 Mbps	\$2,100
40 Mbps	\$2,350
45 Mbps	\$2,750
155 Mbps	\$2,750

* Charges waived for Sites with AT&T BVoIP Service

**no real-time class available

(†) Speed not available with MPLS PNT

Pricing also applies to Service locations in Alaska

Table 35: Class Of Service Option - Flexible Bandwidth Billing Option - Monthly Charges

Discount: cos_mo %

Speed	Undiscounted MIS & MIS w Managed Router MRC [#]
Up to 1.5 Mbps	\$225
2.0 Mbps	\$285
2.01 - 3.0 Mbps	\$360
3.01 - 4.0 Mbps	\$435
4.01 - 5.0 Mbps	\$510
5.01 - 6.0 Mbps	\$575
6.01 - 7.0 Mbps	\$640
7.01 - 8.0 Mbps	\$705
8.01 - 9.0 Mbps	\$765
9.01 to 10.0 Mbps	\$825
10.01 to 15.0 Mbps	\$1,075
15.01 - 20.0 Mbps	\$1,325
20.01 - 25.0 Mbps	\$1,575
25.01 - 30.0 Mbps	\$1,825

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30.01 - 35.0 Mbps	\$2,100
35.01 - 40.0 Mbps	\$2,350
40.01 - 45 Mbps	\$2,750
45.01 - 155 Mbps	\$5,000
200 - 250 Mbps	\$5,400
300 - 350 Mbps	\$5,800
400 - 600 Mbps	\$6,200
622 Mbps	\$7,000
700 - 1000 Mbps	\$7,800
1.5 Gbps**	\$7,900
2.0 Gbps**	\$8,000
2.5 Gbps**	\$8,100
3.0 Gbps**	\$8,200
3.5 Gbps**	\$8,300
4.0 Gbps**	\$8,400
4.5 Gbps**	\$8,500
5.0 Gbps**	\$8,600
5.5 Gbps**	\$8,700
6.0 Gbps**	\$8,800
6.5 Gbps**	\$8,900
7.0 Gbps**	\$9,000
7.5 Gbps**	\$9,100
8.0 Gbps**	\$9,200
8.5 Gbps**	\$9,300
9.0 Gbps**	\$9,400
9.5 Gbps**	\$9,500
10.0 Gbps and up**	\$9,600

*Charges waived for Sites with AT&T BVoIP Service

** Speed not available with MPLS PNT

Pricing also applies to Service locations in Alaska

Aggregate Billing Option

Table 36: Class Of Service Option – Aggregate Billing Option - Monthly Charges**

Discount: cos_mo %

Speed	Undiscounted MIS & MIS w Managed Router MRC **
T3 (up to 45 Mbps)	\$2,750
OC3 (up to 155 Mbps)	\$5,000
OC12 (up to 622 Mbps)	\$7,000
Ethernet (up to 1000 Mbps)	\$7,800
OC48 (up to 2500 Mbps)	\$8,100
10 Gigabit Ethernet (up to 10000 Mbps) and up	\$9,600

*Charges waived for Sites with AT&T BVoIP Service

**Not available with MPLS PNT

Table 37: Class Of Service Option - Installation Fees

Discount: cos_nrc %

Class of Service Undiscounted Installation Fee*	\$1,000
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*Charges waived for Sites with AT&T BVoIP Service

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**AT&T MANAGED INTERNET SERVICE
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Pricing also applies to Service locations in Alaska

Table 38: MIS+NCS Option

Discount: mis_ncs %

Feature	Undiscounted MIS Only MRC
MIS + NCS Site License Fee (3 yr)	\$1,200
MIS + NCS Site License Fee (5 yr)	\$1,050
MIS + NCS Tier 1 Support	\$100

**Table 39: MIS + NCS
Installation**

Discount: ncs_prep_nrc %

Feature	Undiscounted MIS Installation Fee
MIS + NCS Site Preparation	\$2,500

Table 40: MPLS PNT Feature

Discount: mpls_ocx_mo %

Access Method	Speed	Undiscounted MIS & MIS w/Managed Router MRC*
Private Line Fractional T-1 (56K – 768K)	Fractional T-1 (56K – 768K)	\$200
Private Line NxT-1 (2 through 8)	Private Line NxT-1 (3 Mbps – 12 Mbps)	\$200
Private Line T1	T-1 (1.54 Mbps)	\$200
Private Line T3	2 Mbps (Hi-Cap Flex T3)	\$1,000
Private Line T3	3 Mbps (Hi-Cap Flex T3)	\$1,000
Private Line T3	4 Mbps (Hi-Cap Flex T3)	\$1,000
Private Line T3	5 Mbps (Hi-Cap Flex T3)	\$1,000
Private Line T3	6 Mbps (Hi-Cap Flex T3)	\$1,000
Private Line T3	7 Mbps (Hi-Cap Flex T3)	\$1,000
Private Line T3	8 Mbps (Hi-Cap Flex T3)	\$1,000
Private Line T3	9 Mbps (Hi-Cap Flex T3)	\$1,000
Private Line T3	10 Mbps (Hi-Cap Flex T3 or Fractional T3)	\$1,000
Private Line T3	15 Mbps (Hi Cap Flex T3 or Fractional T3)	\$1,000
Private Line T3	20 Mbps (Hi-cap Flex T3, or Fractional T3)	\$2,000
Private Line T3	25 Mbps(Hi-cap Flex T3, or Fractional T3)	\$2,000
Private Line T3	30 Mbps (Hi-cap Flex T3, or Fractional T3)	\$2,000
Private Line T3	35 Mbps (Hi-cap Flex T3, or Fractional T3)	\$2,000
Private Line T3	40 Mbps (Hi-cap Flex T3, or Fractional T3)	\$2,000
Private Line T3	45 Mbps (Full T3)	\$2,000
Private Line T3	6-45 Mbps (Burstable T3)	\$2,000
Private Line OC3	OC-3 (35-155 Mbps) Flat rate, Burstable, or Hi-Cap flex	\$5,000
Private Line OC12	OC-12 (70-622 Mbps) Flat rate, Hi-Cap Flex, or Burstable	\$10,000
Private Line OC48	OC-48 (600-2500 Mbps) Flat rate, Hi-Cap Flex or Burstable	\$20,000
Ethernet	512 Kbps - 1.5 Mbps	\$200
Ethernet	2 - 15 Mbps	\$1,000
Ethernet	15.01 – 45 Mbps	\$2,000
Ethernet	45.01 - 155 Mbps	\$5,000
Ethernet	155.01 - 622 Mbps	\$10,000

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Access Method	Speed	Undiscounted MIS & MIS w/Managed Router MRC*
Ethernet	622.01 - 1000 Mbps	\$20,000

* Subject to availability, pricing also applies to Service locations in Alaska

Table 41: MPLS PNT UniLink Feature

Discount: UniLink %

Access Method	Speed	Undiscounted MIS PNT and MIS PNT w/ Managed Router* MRC
Private Line OC-3	OC-3 (35-155 Mbps) Flat rate, Burstable, or Hi-Cap flex	\$5,000
Private Line OC-12	OC-12 (70-622 Mbps) Flat rate, Hi-Cap Flex, or Burstable	\$10,000
Private Line OC-48	OC-48	\$20,000
Ethernet	512 Kbps – 1.5 Mbps	\$200
Ethernet	2 - 45 Mbps	\$2,000
Ethernet	45.01-155 Mbps	\$5,000
Ethernet	155.01-622 Mbps	\$10,000
Ethernet	622.01-1000 Mbps	\$20,000

* Subject to availability, pricing also applies to Service locations in Alaska

T3mbps OC3mbps OC12mbps ETHmbps OC48mbps 10GIGmbps

Table 42: Aggregate Pricing* – Minimum Bandwidth Commitments

Port Access Speed	Minimum Bandwidth Commitment, per Port
T3	T3mbps
OC3	OC3mbps
OC12	OC12mbps
Ethernet	ETHmbps
OC48	OC48mbps
10 Gigabit Ethernet	10GIGmbps

*Not available with MPLS PNT

Table 43: Aggregate Pricing*

Usage Algorithm Selected: usage_alg

Sustained Usage Level: sust_usage

Price Point Calculation: prpt_calc

Total Aggregate Usage		T3	OC3	OC12	OC48	Gigabit Ethernet	10 Gig Ethernet
From	To	Price/Mbps	Price/Mbps	Price/Mbps	Price/Mbps	Price/Mbps	Price/Mbps
<DS>AGGRPRIC</DS> <CL>from</CL>	<CL>to</CL>	<CL>t3</CL>	<CL>oc3</CL>	<CL>oc12</CL>	<CL>oc48</CL>	<CL>eth</CL>	<CL>gig</CL>

*Not available with MPLS PNT

Table 44: Revenue Based Discount Reward Plan*

Monthly Net Billing	Additional Discount
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From	To	
<DS>MISDISC</DS> <CL>from</CL>	<CL>to</CL>	<CL>perc</CL>

*Not applicable to MPLS PNT

DEL_LOCAL_ACCESS

Table 45: Local Access

Local access prices listed below are for orders placed within 12 months of this Pricing Schedule Effective Date ("Local Access Pricing Term"). All local access orders placed after the expiration of the Local Access Pricing Term will be treated on an individual case basis, and set out in a Pricing Addendum signed by the parties or an AT&T order form signed by Customer and accepted by AT&T, as applicable.

NPA/NXX	Location	Access Bandwidth	Local Access Non-Recurring Charge	Local Access Net Monthly Recurring Charge
<DS>LAccess</DS> <CL>NPANXX</CL>	<CL>Loc</CL> >	<CL>AVPNAccBand</CL>	<CL>AVPNLANRC</CL>	<CL>AVPNLARC</CL>

replacement_mo onsite_maintenance_mo lifecycle_management_nrc COS_BIB_MO

Section II: AT&T Business in a BoxSM

replacement_mo

Table 1: Service Component Replacement – Next Business Day Shipped (5x8) Monthly Charges

Discount: replacement_mo %

Service Component / Device	Undiscounted MRC*
Base Unit NextGen	\$50
Base Unit 12 Port	\$50
Base Unit 24 Port	\$70
Base Unit High Bandwidth	\$70
8 Port Analog Module Add-On	\$35
24 Port Analog Module Add-On	\$70

* Pricing also applies to Service locations in Alaska

onsite_maintenance_mo

Table 2: On-Site Maintenance (24X7X4) Monthly Charges

Discount: onsite_maintenance_mo %

Option	Undiscounted MRC*
Base Unit NextGen	\$75
Base Unit 12 Port	\$75
Base Unit 24 Port	\$95
Base Unit High Bandwidth	\$95
8 Port Analog Module Add-On	\$40
24 Port Analog Module Add-On	\$80

* Pricing also applies to Service locations in Alaska

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lifecycle_management_nrc

Table 3: Life-Cycle Management Charges - Service Charges

Discount: lifecycle_management_nrc %

Per Site / Per Occurrence during Standard Business Hours (Monday- Friday, 8:00 am- 5:00 pm, local time)	Undiscounted Charge *
Move, Addition, Change to Service	\$260
Delete Service	\$500

* Pricing also applies to Service locations in Alaska

COS BIB_MO

Table 4: Class Of Service Option - when ordered with AT&T BVoIP Services only

Discount: 100%

Class of Service Monthly Charges	\$225*
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* Pricing also applies to Service locations in Alaska

ip_version_change_nrc

Table 5: IP Version Change

Discount: ip_version_change_nrc %

IP Version Change – Per Site, Per Occurrence	\$500*
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* Pricing also applies to Service locations in Alaska

fw_rb_mo fw_sb_mo fw_rb_nrc fw_sb_nrc fw_hb_mo fw_hb_nrc fw_ahb_nrc fw_sbop_mo fw_sbop_nrc fw_tho fw_sbop_mo 501b_mo
515b_mo 515p_mo 525p_mo 525a_mo 535a_mo 501b_nrc 515b_nrc 515p_nrc 525p_nrc 525a_nrc 535a_nrc asa_vpn_mo asa_dmz_mo
asa_exnet_mo asa_vpn_nrc asa_url_nrc asa_dmz_nrc asa_exnet_nrc cn_sm_a_mo cn_sm_b_mo cn_sm_c_mo cn_med_a_mo
cn_med_b_mo cn_med_c_mo cn_med_d_mo cn_lrg_a_mo cn_lrg_b_mo cn_lrg_c_mo cn_lrg_d_mo cn_ha_med_mo cn_ha_lrg_mo
cn_std_sm_nrc cn_std_med_nrc cn_ha_med_nrc cn_std_lrg_nrc cn_ha_lrg_nrc cn_pr_mo cn_cu_mo cn_dmz_mo cn_auth_mo
cn_f2f_mo cn_Exnet_mo
cn_cpolicy_mo cn_xcpolicy_mo cn_pr_nrc cn_cu_nrc cn_dmz_nrc cn_ruvpn_nrc cn_auth_nrc cn_f2f_nrc cn_Exnet_nrc cn_cpolicy_nrc
cn_xcpolicy_nrc

Section III: Managed Firewall Service

Table 1: Router-and Server-Based Firewalls-Monthly Charges

	fw_rb_mo fw_sb_mo	
Option	MRC*	Service Component Discount
Router Based Firewall Option	\$300	fw_rb_mo %
Server Based Firewall Option	\$2,500	fw_sb_mo %

* Pricing also applies to Service locations in Alaska

Table 2: Router-and Server-Based Firewalls-Installation Fees

	fw_rb_nrc fw_sb_nrc	
Option	Undiscounted Tele-Installation Fee*	Discount
Router Based Firewall	\$2500	fw_rb_nrc %
Server Based Firewall	\$5000	fw_sb_nrc %

* Pricing also applies to Service locations in Alaska

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Table 3: Server-Based High-End Firewall-Monthly Charges

Discount: fw_hb_mo %

Option	Undiscounted MRC*
Hi Availability/Load Balancing (Cluster of 2 Firewalls)	\$6250
Additional Firewalls in High Availability Cluster (Up to 5 total)	\$2,500 per additional firewall

* Pricing also applies to Service locations in Alaska

Table 4: Server-Based High-End Firewall-Installation Fees

fw_hb_nrc fw_ahb_nrc		
Option	Undiscounted Installation Fee*	Additional Service Component Discount
Managed Firewall - Hi Availability/Load Balancing (Cluster of 2 Firewalls)	\$12,500	fw_hb_nrc %
Additional Firewalls in High Availability Cluster (above cluster of 2, up to a total of 5)	\$5,000 per additional firewall	fw_ahb_nrc %

* Pricing also applies to Service locations in Alaska

Table 5: Server Based Firewall Options

(i) Monthly Service Charges

Discount: fw_sbop_mo %

Server-Based Firewall Option	Undiscounted MRC*
Triple Homed Option (DMZ) (Server Based)	\$500
Double Homed Option (Unprotected DMZ)	\$0
URL Screening (Websense)	
Managed Firewall URL Screening 100 User	\$100.00
Managed Firewall URL Screening 500 User	\$350.00
Managed Firewall URL Screening 1000 User	\$500.00
Managed Firewall URL Screening 3000 User	\$900.00
Managed Firewall URL Screening 5000 User	\$1,250.00
100 Mb Ethernet Support - Managed Firewall 100Mb Ethernet	\$200.00
Support For Customer-Provided Strong Authentication Server	\$50.00
Managed Firewall - Support For Extranet	\$750.00
Managed Firewall - Support For Remote User VPN	\$0
Firewall to Firewall VPN - (AT&T Managed Firewall Location)	\$500
Firewall to Firewall VPN - (Customer Managed Firewall Location)	\$1000
Firewall Availability Reporting	\$500
Managed Firewall - Support For Hardware Encryption Acceleration	\$500

* Pricing also applies to Service locations in Alaska

**AT&T MANAGED INTERNET SERVICE
PRICING SCHEDULE**

(ii) Installation Fees

Discount: fw_sbop_nrc %

Firewall Option	Undiscounted Installation Fee*
Triple Homed Option (DMZ) (Server Based)	\$0
Double Homed Option (Unprotected DMZ)	\$200
URL Screening (Websense)	
Managed Firewall URL Screening 100 User	\$350.00
Managed Firewall URL Screening 500 User	\$350.00
Managed Firewall URL Screening 1000 User	\$350.00
Managed Firewall URL Screening 3000 User	\$350.00
Managed Firewall URL Screening 5000 User	\$350.00
100 Mb Ethernet Support - Managed Firewall 100Mb Ethernet	\$200.00
Support For Customer Provided Strong Authentication Server	\$250.00
Managed Firewall - Support for Extranet	\$500.00
Managed Firewall - Support for Remote User VPN	\$1000.00
Firewall to Firewall VPN - (AT&T Managed Firewall Location)	\$500
Firewall to Firewall VPN - (Customer Managed Firewall Location)	\$1000
Firewall Availability Reporting	\$500
Managed Firewall - Support For Hardware Encryption Acceleration	\$500

* Pricing also applies to Service locations in Alaska

Table 6: Triple-Homed Option - Router-based

Discount: fw_tho %

Option	Undiscounted Installation Fee*
Triple Homed Option	\$500

*Subject to availability, pricing also applies to Service locations in Alaska

Table 7: On-Site Maintenance/Service Level Response Time Options - Monthly Charges

Discount: fw_sbop_mo %

Maintenance/Service Level Response Time	Undiscounted MRC*
5 days/week, 8 hours/day, Next Business Day	Standard - available at no additional charge
5 days/week, 8 hours/day, 4 Business Hours	\$150.00
7 days/week, 8 hours/day Next Business Day	\$300.00
7 days/week, 24 hours/day, 4 Business Hours	\$500.00

*Subject to availability, pricing also applies to Service locations in Alaska

**Table 8: MFS -- CASA Option -
Monthly Charges**

Option	Undiscounted MRC*	Service Component Discount
Small Office	\$500.00	501b_mo %
Medium Office	\$2,000.00	515b_mo %
Medium Office High Availability	\$4,000.00	515p_mo %
Large Office High Availability	\$7,000.00	525p_mo %
Large Office High Availability GigE	\$7,500.00	525a_mo %

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Extra-Large High Availability GigE	\$15,000.00	535a_mo %
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*Subject to availability, pricing also applies to Service locations in Alaska

Table 1: MFS -- CASA Option - Installation Fees

501b_nrc 515b_nrc 515p_nrc 525p_nrc 525a_nrc 535a_nrc		
Option	Undiscounted Installation Fee*	Service Component Discount
Small Office	\$2,500.00	501b_nrc %
Medium Office	\$2,500.00	515b_nrc %
Medium Office High Availability	\$4,500.00	515p_nrc %
Large Office High Availability	\$10,500.00	525p_nrc %
Large Office High Availability GigE	\$11,000.00	525a_nrc %
Extra-Large High Availability GigE	\$18,500.00	535a_nrc %

*Subject to availability, pricing also applies to Service locations in Alaska

Table 9: MFS -- CASA Options - Monthly Charges

asa_vpn_mo asa_dmz_mo asa_exnet_mo		
Option	Undiscounted MRC*	Service Component Discount
Virtual Private Network Option	\$500.00	asa_vpn_mo %
DMZ Option	\$700.00	asa_dmz_mo %
Extranet Option	\$700.00	asa_exnet_mo %

*Subject to availability, pricing also applies to Service locations in Alaska

Table 10: MFS -- CASA Options -Installation Fees

asa_vpn_nrc asa_url_nrc asa_dmz_nrc asa_exnet_nrc		
Option	Undiscounted Installation Fee*	Service Component Discount
Virtual Private Network Option	\$500.00	asa_vpn_nrc %
URL Filtering Option	\$1,000.00	asa_url_nrc %
DMZ Option	\$500.00	asa_dmz_nrc %
Extranet Option	\$500.00	asa_exnet_nrc %

*Subject to availability, pricing also applies to Service locations in Alaska

**Table 11: Managed Firewall Service - CN Option
- Standard AT&T CPE – Monthly Charges**

cn_sm_a_mo cn_sm_b_mo cn_sm_c_mo cn_med_a_mo cn_med_b_mo cn_med_c_mo cn_med_d_mo cn_lrg_a_mo cn_lrg_b_mo cn_lrg_c_mo cn_lrg_d_mo			
AT&T CPE Type of CN Appliance	Number of Users	Undiscounted MRC*	Service Component Discount
Small	1 - 25	\$500	cn_sm_a_mo %
Small	26 - 50	\$550	cn_sm_b_mo %
Small	51 - 100	\$600	cn_sm_c_mo %
Medium	1 - 50	\$1,825	cn_med_a_mo %
Medium	51 - 100	\$1,975	cn_med_b_mo %
Medium	101 - 250	\$2,095	cn_med_c_mo %
Medium	Unlimited	\$2,500	cn_med_d_mo %
Large	1 - 50	\$2,640	cn_lrg_a_mo %
Large	51 - 100	\$2,820	cn_lrg_b_mo %

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**AT&T MANAGED INTERNET SERVICE
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Large	101 - 250	\$2,960	cn_lrg_c_mo %
Large	Unlimited	\$3,500	cn_lrg_d_mo %

*Subject to availability, pricing also applies to Service locations in Alaska

**Table 12: Managed Firewall Service - CN Option
- High Availability AT&T CPE – Monthly Charges**

		cn_ha_med_mo	cn_ha_lrg_mo
AT&T CPE Type of CN Appliance	Number of Users	Undiscounted MRC*	Service Component Discount
Medium (Cluster of 2 Firewalls)	Unlimited	\$3,750	cn_ha_med_mo %
Large (Cluster of 2 Firewalls)	Unlimited	\$5,500	cn_ha_lrg_mo %

*Subject to availability, pricing also applies to Service locations in Alaska

**Table 13: Managed Firewall Service - CN Option
- Standard and High Availability – Installation Fees**

		cn_std_sm_nrc	cn_std_med_nrc	cn_ha_med_nrc	cn_std_lrg_nrc	cn_ha_lrg_nrc
AT&T CPE Type of CN Appliance	Category of CN Appliance	Undiscounted Installation Fee*		Service Component Discount		
Small	Standard	\$1,000		cn_std_sm_nrc %		
Medium	Standard	\$5,000		cn_std_med_nrc %		
Medium	High Availability	\$8,250		cn_ha_med_nrc %		
Large	Standard	\$5,000		cn_std_lrg_nrc %		
Large	High Availability	\$8,250		cn_ha_lrg_nrc %		

*Subject to availability, pricing also applies to Service locations in Alaska

**Table 14: Managed Firewall Service - CN Option
CN Appliance Options - Monthly Charges**

		cn_pr_mo	cn_cu_mo	cn_dmz_mo	cn_auth_mo	cn_f2f_mo	cn_Exnet_mo
		cn_cpolicy_mo		cn_xcpolicy_mo			
Service Option		Undiscounted MRC*		Service Component Discount			
Professional Resource		\$2,000		cn_pr_mo %			
Capacity Upgrade Management		\$2,000		cn_cu_mo %			
Managed DMZ Support		\$500		cn_dmz_mo %			
Support for Customer Provided Authentication		\$50		cn_auth_mo %			
Firewall to Firewall VPN		\$500		cn_f2f_mo %			
Managed Extranet Support		\$750		cn_Exnet_mo %			
Managed Complex Policy: 30-100 firewall rules		\$50		cn_cpolicy_mo %			
Managed Extra Complex Policy: over 100 firewall rules		\$250		cn_xcpolicy_mo %			

*Subject to availability, pricing also applies to Service locations in Alaska

**Table 15: Managed Firewall Service - CN Option
CN Appliance Options - Installation Fees**

cn_pr_nrc cn_cu_nrc cn_dmz_nrc cn_ruvpn_nrc cn_auth_nrc cn_f2f_nrc cn_Exnet_nrc cn_cpolicy_nrc cn_xcpolicy_nrc		
Service Option	Undiscounted Installation Fee*	Service Component Discount
Professional Resource	\$5,000	cn pr_nrc %

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**AT&T MANAGED INTERNET SERVICE
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Capacity Upgrade Management	\$5,000	cn_cu_nrc %
Managed DMZ Support	\$500	cn_dmz_nrc %
Support for Remote User VPN Configuration	\$1,000	cn_ruvpn_nrc %
Support for Customer Provided Authentication	\$250	cn_auth_nrc %
Firewall to Firewall VPN	\$500	cn_f2f_nrc %
Managed Extranet Support	\$500	cn_Exnet_nrc %
Managed Complex Policy: 30-100 firewall rules	\$500	cn_cpolicy_nrc %
Managed Extra Complex Policy: over 100 firewall rules	\$1,000	cn_xcpolicy_nrc %

*Subject to availability, pricing also applies to Service locations in Alaska

mids_sa_mo mids_sa_nrc mids_bu_mo mids_bu_nrc

Section IV: Managed Intrusion Detection Service ("MIDS")

Table 1: MIDS Stand-alone Option - Monthly Charges

Discount: mids_sa_mo %

MIDS Option	Undiscounted MRC*
Stand alone Managed Intrusion Detection Service (MIDS) 10 MB	\$2,700
Stand alone Managed Intrusion Detection Service (MIDS) 100 MB	\$3,200

*Subject to availability, pricing also applies to Service locations in Alaska

Table 2: MIDS Stand-alone Option - Installation Fees

Discount: mids_sa_nrc %

MIDS Option	Undiscounted Installation Fee*
Stand Alone Managed Intrusion Detection Service (MIDS) 10 MB	\$7,500
Stand Alone Managed Intrusion Detection Service (MIDS) 100 MB	\$7,500

*Subject to availability, pricing also applies to Service locations in Alaska

Table 3: MIDS Bundled Option - Monthly Charges

Discount: mids_bu_mo %

MIDS Option	Undiscounted MRC*
Bundled with MFS-SB Managed Intrusion Detection Service (MIDS) 10 MB	\$2,250
Bundled with MFS-SB Managed Intrusion Detection Service (MIDS) 100 MB	\$2,750

*Subject to availability, pricing also applies to Service locations in Alaska

Table 4: MIDS Bundled Option - Installation Fees

Discount: mids_bu_nrc %

MIDS Option	Undiscounted Installation Fee*
Bundled with MFS-SB Managed Intrusion Detection Service (MIDS) 10 MB	\$3,000
Bundled with MFS-SB Managed Intrusion Detection Service (MIDS) 100 MB	\$3,000

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Section V: Additional Service Fees

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Moving Fee (during hours)	\$1,000 per location*
Additional Moving Fee (outside standard operating hours – 8:00 a.m. to 5:00 p.m. Monday through Friday)	Additional \$500 per location*

*Subject to availability, pricing also applies to Service locations in Alaska

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E-Rate Rider

ATTACHMENT TO [Insert Title of Document] ("Agreement") FOR SERVICES AND/OR PRODUCTS SUBJECT TO E-rate FUNDING

This Attachment ("Attachment") is entered into by [Insert name of AT&T affiliate] (AT&T) and [] (Customer) and is effective as of the date last signed below (Effective Date). It is an attachment to the Agreement and has the same term as the Agreement. If there are any inconsistencies between the Agreement and this Attachment with respect to the Service for which E-rate funding is sought, the terms and conditions of this Attachment control.

TERMS AND CONDITIONS APPLICABLE TO E-RATE FUNDED PRODUCTS AND SERVICES

Customer intends to seek funding through the E-rate program for Services purchased under the Agreement. E-rate is administered by the Universal Service Fund Administrative Company (USAC). The Federal Communications Commission (FCC) has promulgated regulations that govern the participation in the E-rate program. The Parties agree:

1. Eligibility of Products and Services. The eligibility or ineligibility of products or services for E-rate funding is solely determined by USAC and/or the FCC. AT&T makes no representations or warranties regarding such eligibility.
2. Service Substitutions. USAC funding commitments are based upon the products, services and locations set forth in the Form 471. Any modification to the products and services or the locations at which they are to be installed or provided requires Customer to file a service substitution with USAC. AT&T may suspend Service substitution activities pending approval of service substitution requests.
3. Requested Information. If requested, Customer will promptly provide AT&T with final copies of the following E-rate-related materials (including all attachments): (i) Form 471 and Bulk Upload template(s); (ii) Form 486; (iii) Form 500; (iv) Service Substitution Request; (v) Service Certification Form; and (vi) Form 472-BEAR. If the Customer issues purchase orders, Customer will clearly delineate between eligible and non-eligible Services on those orders.
4. Indemnities. Each party agrees it has and will comply with all laws and requirements applicable to the E-rate Program. In addition to any indemnification obligations set forth in the Agreement and to the extent permitted by law, each party agrees to indemnify and hold harmless the other party (its employees, officers, directors and agents, and its parents and affiliates under common control) from and against all third party, FCC or USAC claims and related loss, liability, damage, and expense (including reasonable attorney's fees) arising out of the indemnifying party's violation of the E-rate rules or breach of the terms of this Attachment.
5. Non-Appropriations. By executing the Agreement, Customer confirms that it has funds appropriated and available to pay all amounts due for E-rate supported Services through the end of its current fiscal period. Customer further agrees to request all appropriations and funding necessary to pay for the Services for each subsequent fiscal period through the end of the Agreement Term. In the event Customer is unable to obtain the necessary appropriations for the Services provided under this Attachment, Customer may terminate the Services without liability for the termination charges upon the following conditions: (i) Customer has taken all actions necessary to obtain adequate appropriations; (ii) despite Customer's best efforts funds have not been appropriated and are otherwise unavailable to pay for the Services; and (iii) Customer has negotiated in good faith a revised agreement with AT&T to develop revised services and terms to accommodate Customer's budget. Customer must provide AT&T thirty (30) days' written notice of its intent to terminate the Services. Termination of the Services for failure to obtain necessary appropriations shall be effective as of the last day for which funds were appropriated or otherwise made available. If Customer terminates the Services under this Attachment, Customer agrees as follows: (i) it will pay all amounts due for Services incurred through date of termination, and reimburse all unrecovered non-recurring charges; and (ii) it will not contract with any other provider for the same or substantially similar services or equipment for a period equal to the original Agreement term. This section 5 applies to Customer funding appropriations, and does not allow for termination if E-rate funding is denied or delayed.

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E-Rate Rider

6. Customer Must Choose A or B

A.) ☐ [OPTION "A" IS AVAILABLE FOR NEW OR EXISTING SERVICES]

CUSTOMER DIRECTS AT&T TO COMMENCE OR CONTINUE SERVICES EVEN IF E-RATE FUNDING HAS NOT BEEN APPROVED BY USAC. CUSTOMER ACKNOWLEDGES ITS OBLIGATION TO PAY FOR THE SERVICE IF FUNDING IS DENIED OR DELAYED.

(i). Scope: **Customer desires that Services commence on or about July 1 unless a different date is inserted here**. AT&T will make reasonable efforts to meet the requested date, but AT&T does not commit to commence Service by the requested date. The term of the Services begins on the Start Date of Minimum Payment Period as provided in the applicable Pricing Schedule, or if there is no Pricing Schedule then as may be stated in the applicable Order document.

(ii). Funding Denial Agreement Termination: CUSTOMER ACKNOWLEDGES THAT THERE IS NO RIGHT TO TERMINATE THE SERVICES OR SERVICE COMPONENTS MADE THE BASIS OF THIS ATTACHMENT IF E-RATE FUNDING IS DELAYED OR DENIED.

B.) ☐ [OPTION "B" IS APPROPRIATE FOR NEW SERVICES]

SERVICES WILL NOT COMMENCE AND EQUIPMENT WILL NOT SHIP UNTIL AT&T RECEIVES NOTIFICATION THAT E-RATE FUNDS HAVE BEEN COMMITTED; IF E-RATE FUNDING FOR SERVICES OR EQUIPMENT IS DENIED, THE AGREEMENT WILL TERMINATE AS TO THOSE SERVICES OR EQUIPMENT UNLESS A NEW ATTACHMENT (REPLACING THIS ATTACHMENT) IS EXECUTED.

(i). Scope: Customer agrees to use best efforts to obtain funding from USAC. AT&T will not begin work related to the Services and/or equipment (including, without limitation, construction, installation or activation activities) until after AT&T receives Customer notification to proceed with the order, and verification of funding approval, and, for Internal Connections, a verification of Form 486 approval by USAC. AT&T will commence Service(s) as soon as is practical following the receipt of the appropriate documentation. The Services term begins on installation and delivery of those services, and will continue for the term stated in the Agreement.

(ii). Funding Denial Agreement Termination: if a funding request is denied by USAC, the Agreement, with respect to such Service(s) and/or equipment, will terminate sixty (60) days from the date of the FCDL in which E-rate funding is denied or on the 30th day following rejection of the final appeal of such denial, and Customer will not incur termination liability. In the event Services and/or equipment are to be provided pursuant to a multi-year arrangement (whether by contract or tariff), this termination right applies only to the first year of the multi-year agreement. This provision does not apply to Services that were initially approved for funding and subsequently deemed ineligible by USAC after commencement of Service.

(iii). IF CUSTOMER WISHES TO CHANGE ITS SELECTION AND WISHES AT&T TO COMMENCE SERVICES REGARDLESS OF FUNDING COMMITMENT FROM USAC, CUSTOMER WILL EXECUTE A NEW (REPLACEMENT) ATTACHMENT, AND AGREE TO THE TERMS SET FORTH IN "A" ABOVE.

7. AT&T Owned Equipment - General Terms and Conditions

If the Services require placing Equipment (e.g. routers, switches) on the Customer's premises (the "Premises") Customer does not wish to provide this Equipment itself, but instead requests the placement of the Equipment as part of the installation of the underlying Service. Neither the Agreement nor this Attachment includes an option to purchase the Equipment. Customer will not use the Equipment for any purpose other than receipt of the eligible Service of which it is a part.

A. Accordingly, Customer hereby:

- Grants AT&T a license to install, operate, and maintain the Equipment and any additional, supplemental or replacement equipment as AT&T may choose.
- Confirms this license includes a right of access to and within the Premises for purposes of installing, operating, maintaining, repairing and replacing the Equipment. All Equipment brought onto the premises by AT&T is the personal property of AT&T (regardless of whether such Equipment is attached or affixed to the Premises) and Customer has no right to, interest in, or exclusive use of that Equipment.

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- Agrees to provide adequate space and electric power for the Equipment and keep the Equipment physically secure and free from liens and encumbrances. Customer bears the risk of loss or damage to the Equipment (other than ordinary wear and tear), except to the extent caused by AT&T or its agents.
- Agrees to notify AT&T of any issues related to the Equipment, including the need for maintenance or repair, and assumes responsibility for notifying any other contractors or persons with a need to know of the presence and location of the Equipment.
- Agrees to indemnify and hold AT&T harmless from any and all liability that may arise out of the presence and placement of the Equipment, except for AT&T's gross negligence.
- Grants AT&T the right, but not the obligation, to remove all or any part of the Equipment from the premises at any time after the termination of the Service.

Additionally, E-rate program rules and eligibility requirements apply, and these requirements may change from time to time.

8. Terms of Equipment Usage

Please note that there are some important Customer obligations to facilitate timely Equipment installation and service delivery. Accordingly, Customer agrees to provide the following:

A. **PATH** - The Customer is responsible for providing or causing the property owner to provide a path from the property line into the building. A clear underground or aerial path is required from the property line where AT&T ILEC facilities exist, to the equipment room designated to support the entrance fiber.

B. **SPACE** – Customer is responsible for providing appropriate floor space and a properly installed equipment rack of suitable strength and quality to properly support the intended Equipment at the Minimum Point of Entry (MPOE)/ Demarcation Point in compliance with FCC and AT&T service requirements.

The appropriate space and location will be mutually agreed following an AT&T site visit. Any Demarcation Point location which is further than the closest practicable point to the MPOE in the building will require custom work which may not be eligible for E-rate Category 1 funding, and must be paid for by the Customer.

C. **ENVIRONMENTAL** – Operating environment should be between +40° F and 100° F at 0% to 85% relative humidity (RH-Non-Condensing).

D. **POWER - GROUND** - Customer will provide:

- Permanent, dedicated, 3-prong grounded power for the Equipment being installed. Power requirements can consist of nominal -48VDC, +24/-24 VDC, 110V, 125V, 220V, etc. located within 3 feet of the AT&T Equipment. AT&T may require more than one power outlet for some Equipment types, and there are specific amperage requirements for different Equipment types.
- Relay racks/cabinets must be properly grounded by placing an exposed #6 or larger grounding wire to the building's ground source. This ground wire will be attached to the closest ground rod (earth ground) or building bus bar available and run to the Network Terminating Equipment location in the room.
- Any other site-specific customer obligations will also be provided by AT&T personnel via e-mail upon finalization of this Attachment.

9. Customer Premise Support Structure ("CPSS") - General Terms and Conditions

If the Services require placing conduit and/or other conduit pathway support structures (Facilities) on the Customer's Premises. Customer does not wish to provide these Facilities itself, but instead requests the placement of the Facilities as part of the construction and installation work of the underlying Service.

Accordingly, Customer hereby:

- Grants AT&T a license to install and operate the Facilities and any replacement Facilities as AT&T may choose.
- Confirms such license includes a right of access to and within the Premises for purposes of installing, repairing and replacing the Facilities. All Facilities brought onto the Premises by AT&T, once installed and functional, become Customer property.

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- Confirms that once the Facilities are installed, the Customer is responsible for the cost of any installation, maintenance, repair or replacement of the Facilities.
- Assumes responsibility for notifying any other contractors or persons with a need to know of the presence and location of the Facilities.

Additional Terms Applicable to Customers using CALNET Agreements and with the following CALNET services:

- **CALNET 3 Extension Agreements:** IFB STPD 12-001-A, C3-A-12-10-TS-01 – Amendment 13 and IFB STPD 12-001-B, C3-B-12-10-TS-01 Amendment 12 are anticipated to expire on 12/31/21. Notwithstanding anything to the contrary, upon the expiration of these Agreements, the Customer will take such reasonable steps as may be necessary to continue to procure the same or substantially similar services hereunder pursuant to the State of California – Statewide Technology Procurement - AT&T - IFB C4DNCS19 ("CALNET NEXTGen Contract"), to the extent such service(s) is/are available. Upon such migration of service, the term "Agreement" as used herein shall refer to the CALNET NEXTGen Contract.
- **Metropolitan Area Network (MAN) Ethernet (3.0):** In the event of termination of service within 24 months from the Cutover Date of Service, Customer is liable for 100% of the cost of \$9200 for each site at which AT&T installs CPSS.
- **Managed Internet Services (5.0):** If Customer cancels Service at an eligible Customer site prior to the service activation date, AT&T is not obligated to complete work on Entrance Facility Construction (EFC), and Customer agrees to compensate AT&T for all of AT&T's costs incurred through the date of cancellation associated with providing EFC, regardless of whether the construction has been completed.

10. USAC Invoicing Method

AT&T will follow invoicing requirements and accommodates either the Service Provider Invoice Form (SPI) - Form 474 – or the Billed Entity Application Reimbursement ("BEAR") - Form 472 invoice method. Customer agrees to promptly submit any AT&T or USAC Forms needed to support requests for payment for Services rendered.

- a. SPI – Customer must first receive an approved Funding Commitment Decision Letter and Form 486 Notification Letter. In addition, the Customer agrees NO LATER THAN 120 days prior to their Last Date to Invoice to notify AT&T of its SPI election, and to provide and certify to AT&T an accurate list of the applicable Billing Accounts Numbers for services per their Form 471 funding application for each Funding Request Number for which the SPI method is sought. Customer agrees that invoices are due and payable in full by their stated due date unless these requirements have been met and SPI discounts commence. Where these requirements are not met, Customer agrees to utilize the BEAR disbursement method to request their E-rate funding. See: <http://usac.org/sl/applicants/step06/default.aspx>.
- b. BEAR - Under current rules, Service Providers have no involvement in the BEAR invoice process.

11. Reimbursement of USAC

Customer agrees to promptly submit any AT&T or USAC forms needed to support Form 474 SPI requests for payment of discounted Services. If USAC (i) seeks recovery from AT&T for disbursed E-rate funds as a result of Customer's failure to comply with the E-rate rules, including Customer delays in submitting required forms or contracts; or (ii) determines that Services which it had previously been approved for discounts are not eligible resulting in a "Notice of Improperly Disbursed Funds" or other request for recovery of funds (other than as the result of AT&T's failure to comply with the E-rate rules), then AT&T will reverse any E-rate SPI discounts provided which were denied, any reimbursements demanded, and any funds returned, and Customer will (a) pay all unfunded, reimbursed, or returned amounts and (b) reimburse AT&T for any funds AT&T must return to USAC, each within ninety (90) days of notice from USAC. In addition, Customer agrees and acknowledges that a determination of ineligibility, reduction, or other non-funding by USAC does not affect the obligations set forth in the Agreement, including those obligations related to payments and early termination fees. This provision shall supersede any other provision with respect to limits on the time period in which charges may be invoiced.

12. Contract Requirements.

CONFIDENTIAL INFORMATION

This agreement is for use by the authorized employees of the parties hereto only and is not for general distribution within or outside the companies.



E-Rate Rider

FCC RULES REQUIRE THAT PRIOR TO SUBMISSION OF A FORM 471 APPLICATION FOR FUNDING THE PARTIES MUST HAVE ENTERED INTO A BINDING CONTRACT FOR THE SERVICES MADE THE SUBJECT OF THE APPLICATION. IT IS THE CUSTOMER'S RESPONSIBILITY TO ENSURE THAT STATE LAW REQUIREMENTS FOR A BINDING CONTRACT HAVE BEEN MET PRIOR TO THE SUBMISSION OF A FORM 471.

☐ IF THIS BOX IS CHECKED, THIS ATTACHMENT REPLACES THE ATTACHMENT BETWEEN THE PARTIES DATED <Date of Original Attachment>.

SO AGREED by the Parties' respective authorized signatories:

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

CONFIDENTIAL INFORMATION

*This agreement is for use by the authorized employees of the parties hereto only
and is not for general distribution within or outside the companies.*

MEMORANDUM OF AGREEMENT
by and between
MERCEDES
and
The LRGV TPDES Stormwater Task Force Partnership, Inc.
for preparation of Texas Water Development Board Flood Infrastructure Fund
Program Grant applications
MOA #R-RGV-TF-2024

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

SECTION 1
PURPOSE

- 1.01 CITY and TASK FORCE** agree to enter into this **Agreement** as a manner by which **CITY** and **TASK FORCE** can actively collaborate in: 1) the development of two (2) project strategies detailed in the Region 15 Flood Report of the TWDB Flood Infrastructure Fund program; and 2) the development of separate grant applications for each strategy to be submitted to the TWDB FIF program during the program’s 2nd funding cycle tentatively due March 15, 2024. The **CITY** and **TASK FORCE** will partner with Cameron County, City of La Feria, City of Primera, and the City of Combes as part of a regional coalition on these projects.
- 1.02 CITY and TASK FORCE** agree to identify the two (2) strategies as follows: 1) Strategy 1 is the development of a holistic HUC flood protection study targeting a region identified as Cluster 4 in Figure 1. Cluster 4 consists of Cameron County, City of Primera, City of Mercedes, City of Combes, and the City of La Feria. As part of the on-going Lower Rio Grande Valley Development Council (LRGVDC) Planning study funded by the TWDB FIF (1st funding cycle), the Task Force local governments were divided into seven (7) Clusters. This will allow complementing holistic flood protection projects to develop urban hydrologic models for each strategic Cluster; and 2) Strategy 2 is the development of a flood warning system. The flood warning system will be networked with each Cluster. This strategy will develop a flood warning system that will be networked with the Valley-wide system, currently being developed by the aforementioned on-going LRGVDC Planning study.

- 1.03** **TASK FORCE** and **CITY** in the development of these strategies will work with Cameron County, City of La Feria, City of Primera, and the City of Combes, Texas A&M University – Kingsville (TAMUK), University of Texas – Rio Grande Valley (UTRGV) and Research, Applied Technology, Education and Service, Inc. Other partners will be engaged if during the process of the development of the scope of work, the need is presented.
- 1.04** **TASK FORCE** and **CITY** **seek** to establish and expand the Task Force coalition by working together, sharing resources, and by collectively establishing a state-wide network of partners. The coalition’s local research topics have primarily focused on urban water issues, but the coalition has expanded its mission to include regional watershed topics, rural and agricultural water issues, and coastal projects.
- 1.05** The **CITY** desires to participate in the development of this project strategy because the **CITY**’s service region is currently growing rapidly, and presented with numerous environmental challenges, thus, the need for a highly skilled professional to assist the **CITY** with water quality, watershed, and non-point source (NPS) pollution programs is paramount.
- 1.06** **TASK FORCE** and **CITY** desire to participate in this partnership because such participation will provide **TASK FORCE** and **CITY** with an avenue to offer educational opportunities for students or researchers to gain:
- A. knowledge and experience in the process and procedures of governmental environmental regulation, rulemaking, and committee process.
 - B. supervisory, organizational, and executive skills through the participation in **CITY** initiatives, participatory research opportunities, and creation and submission of **CITY** agenda items, and budget creation; and,
 - C. exposure to communication and interaction between federal agencies, state agencies, and local governments, thus aiding the students in speaking publicly, presenting issues, and expounding opinions.
- 1.07** **TASK FORCE** and **CITY** further desire to participate in this partnership because such participation will provide **TASK FORCE** and **CITY** with another avenue to offer opportunities for researchers, staff, and faculty affiliates to render or gain:
- A. educational, training, and community service in furtherance of the **TASK FORCE**’s and **CITY**’s published vision and mission to forge a path to a better life and to engage with coastal communities so that they prosper economically through thoughtful innovations and impactful programs.
 - B. supervisory, organizational, and governmental skills through the participation in **CITY** initiatives, participatory research opportunities, and budget management; and,
 - C. experience about the interfacing, communication, and interaction between federal

agencies, state agencies, and local governments; thus, actively participating in master planning, regional development, engineering innovations, environmental mitigation, and grant development.

SECTION 2 TERM

- 2.01** *Fixed Term:* This MOA commences on **2/01/24** and will be effective for exactly one (1) calendar year and will terminate **1/31/25** (the “Fixed Term”), unless extended according to section 2.02 of this MOA.
- 2.02** *Extension:* Upon written, mutual consent of **CITY** and **TASK FORCE**, this MOA may be extended for a subsequent one (1) year performance period (an “Extension Term”).
- 2.03** *Cancellation:* This MOA may be cancelled prior to the expiration of the Fixed Term or any Extension Term, upon thirty (30) calendar days written notice to the other party, sent to the address indicated in Section 5.01 of this MOA.

SECTION 3 CONSIDERATION

- 3.01** *Fee:* There is no fee for the development of the two (2) grant applications.

SECTION 4 RIGHTS AND DUTIES

- 4.01** The following rights and duties will be held or performed by **CITY**:
- A. **CITY** will provide one representative to the grant team. The individual appointed to the grant team is Javier Ramirez, Asst. City Manager.
 - B. The **CITY**’s representative will act as the liaison between the **CITY** and the Grant team, apprising each entity of the other’s objectives. The representative will brief the **CITY** leadership as warranted.
 - C. The **CITY** representative may make recommendations to the **grant team** on behalf of the city.
 - D. **TASK FORCE** and its partners will assign representation to the **grant team**.
 - E. **TASK FORCE** will manage the administration, including meetings, and efforts pertaining to the methods and approaches for development of the grant applications.
 - F. During the development of the two (2) grant applications, the planning team will determine the fiscal agent for the Cluster 4 grant submittals. The selection will be determined by evidence that provides the grant projects with the best opportunity for funding. Any additional authorizations required by the partners will be adhered to.

- G. The Cluster 4 partnership will submit the TWDB Abridged Grant application by March 15, 2024. If the deadline changes, the partnership will meet the new deadline. If the abridged grant application is selected by the TWDB, the Cluster 4 partnership will develop the full proposal pursuant to guidance from the TWDB award team and pursuant to this MOA.
- H. **CITY** and **TASK FORCE** will assist the grant team in coordinating meetings and workshops with local stakeholders, other political subdivisions, and general public.

SECTION 5 MISCELLANEOUS

- 5.01** *Addresses:* Notices required under this MOA may be sent by United States Postal Service regular surface mail, certified mail, registered mail, overnight delivery, or hand delivery. Written notice delivery is deemed made when the notice is deposited into a USPS mail receptacle, or deposited with an overnight carrier, or hand delivered. A party can change the notice address by sending to the other parties' written indication of the new address. Notices should be addressed as follows:

CITY OF MERCEDES

City of Mercedes – Mercedes City Hall
Javier Ramirez
400 S. Ohio Ave.
Mercedes, Texas 78570
(956) 565.3114
jramirez@cityofmercedes.com

TASK FORCE: LRGV TPDES STORMWATER TASK FORCE PARTNERSHIP, INC.
C/O Javier Guerrero
P.O. Box 557
Elsa, TX 78543
jguerrerpo@office.ratesresearch.org
956-929-7189 (cell)

- 5.02** Force Majeure: Any and all duties, obligations, and covenants of this MOA will be suspended during time of natural disaster, war, acts of terrorism, or other “Acts of God”, which prevent a party from fulfilling any and all duties, obligations, and/or covenants of this MOA. If a party is prevented from fulfilling a duty, obligation, and/or covenant of this MOA, due to Force Majeure, the party prevented from fulfilling will notify the other parties in writing, sent pursuant to Section 5.01 of this MOA, within fourteen (14) business days of the Force Majeure event.
- 5.03** Parties Relationship: Nothing in the MOA should be construed as creating a partnership, joint venture, agency relationship, or any other relationship other than that of independent contractors, between the parties. None of the parties may bind one or both of the others or otherwise act in any way as the representative of the others, unless specifically authorized,

in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. This MOA is not intended to make employees of any party into employees of the others; nor is it intended to make the employees of any party entitled or eligible to participate in any benefits or privileges given or extended by any other party to its employees.

- 5.04** Applicable Law: This MOA is construed under and in accordance with the laws of the State of Texas.
- 5.05** Cumulative Rights: All rights, options, and remedies contained in this MOA and held by each party are cumulative and the exercising of one will not exclude exercising another. Each party has the right to pursue any remedy or relief which may be provided by law, in equity, or by the stipulations of this MOA.
- 5.06** Non-waiver: A waiver by any or all the parties of any obligation, duty, or covenant of this MOA will not constitute a waiver of any other breach of any obligation, duty, or covenant of this MOA.
- 5.07** Counterparts: This MOA can be executed in multiple counterparts, each of which is declared an original.
- 5.08** Severability: If any clause or provision of this MOA is illegal, invalid, or unenforceable under present or future law, the parties intend that the remaining clauses or provisions of this MOA will not be affected and will remain in full force and effect if the essential terms of this MOA remain valid, legal, and enforceable.
- 5.09** Entire MOA: This MOA contains the final and entire agreement between the parties, and will not be amended, explained, or superseded by any oral or written communications; unless done so in a subsequent, written, and mutually agreed upon amendment.
- 5.10** Assignment: This MOA is assignable only with the written consent of the other parties. Any purported transfer without such consent will be void.
- 5.11** Successors and Assigns: All the obligations, duties, covenants, and rights contained in this MOA and performable by any of the parties will be applicable and binding upon respective successors and assigns, including any successor by merger or consolidation; however, nothing in this provision shall be construed to be consent of assignment of this MOA.
- 5.12** Nondiscrimination: The parties, and their agents or employees, are prohibited from discriminating on the basis of race, color, sex, age, religion, national origin, disability, citizenship status, veteran status, sexual orientation, gender identity, or genetic information in the performance of the terms, conditions, covenants, and obligations of this MOA.
- 5.13** Immunities: Nothing in this Agreement is intended to, and **TASK FORCE** and **CITY** does not hereby waive, release or relinquish any right to assert any of the defenses **TASK FORCE** or **CITY** enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to **TASK FORCE** or **CITY** as to any claim or action of any person, entity, or individual against **TASK**

FORCE or CITY.

- 5.14** Commitment of Current Revenues Only: In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of CITY under this MOA, **CITY** may terminate this MOA upon ninety (90) days written notice to **TASK FORCE**. **CITY** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this MOA. The parties intend this provision to be a continuing right to terminate this MOA at the expiration of each budget period of **CITY**. Agreements for the acquisition, including lease of real or personal property under Tex.Local.Govt. In the event that, during any term hereof, the Commissioner's Court does not appropriate sufficient funds to meet the obligations of **CITY** under this MOA, **CITY** may terminate this MOA upon ninety (90) days written notice to the other parties, **CITY** agrees, however, to use a best effort attempt to obtain and appropriate funds for payment of the MOA. The parties intend this provision, if applicable, to be a continuing right to terminate this MOA at the expiration of each budget period of **CITY** in accordance with Tex Local Govt. Code §271.903.

EXECUTED the _____ day of _____, 2024, by **CITY**, by its duly authorized agent, as evidenced by the authorization by the **CITY COUNCIL**.

"CITY"
CITY OF MERCEDES

By: _____
Oscar Montoya
Mayor

ATTEST:

By: _____
Joselynn Castillo
City Secretary

EXECUTED the _____ day of _____, 2024 by **TASK FORCE**, by its duly authorized officer.

"TASK FORCE"

By:  _____
Javier Guerrero
Executive Director

CONSENT ITEM: No

DATE: March 4, 2024**FROM:** Javier Campos Jr.- Fire Chief/EMC**ITEM:** Discussion, consideration and approval of renewal of EMS billing specialist agreement between S & V Billing Consultants LLC

BACKGROUND INFORMATION:

The City of Mercedes would like to continue engagement of services for EMS Billing Specialist to perform the City services regarding the EMS billing operations for the Mercedes Fire Department Ambulance Service for the City. Fire Administration expresses the significance of retaining our EMS billing specialist which is crucial for the success of our continuous billing operations. S & V Billing brings a wealth of expertise and experience to our EMS billing team, having demonstrated proficiency in medical billing and the reimbursement process. The dedication has been instrumental in maintaining high standard of quality in our billing operations and compliances. Our billing specialist has been an integral part of our collaborative team environment, fostering effective communication with staff and fire administration.

EMS Coordinator, Armando Martinez and myself Fire Chief, Javier Campos Jr., strongly recommend that we retain S&V Billing Consultants LLC, as a valued member of our EMS billing team. With the skills, dedication and positive impact on our operations, it makes them an indispensable asset to our department.

Fire Administration recommends approval of item.

BOARD REVIEW/CITIZEN FEEDBACK:**Finance Review by:****LEGAL REVIEW:****ATTACHMENTS:**

- 1.) Contract
- 2.)

DRAFT MOTION: Approval of contract with S & V Billing Consultants LLC to perform EMS billing.

CONTRACT EXTENSION #2024/03/19

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MERCEDES, TEXAS, that the contract between the City of Mercedes, Texas and S&V Billing Consultants, LLC, for Billing Specialist was evaluated and contract renewals may be extended in accordance with the Mercedes City Charter, and

The City Commission hereby exercises the contract extension option for two years beginning March 1, 2024 and ending March 1, 2026 and that the Mayor or Mayor Pro-Tem is hereby authorized to execute this contract extension and to do all other acts necessary to carry said extension into effect.

PASSED, APPROVED, AND ADOPTED THIS THE 19TH DAY OF MARCH, 2024.

Oscar D. Montoya Sr., Mayor

ATTEST:

Joselynn Castillo, City Secretary

BILLING SPECIALIST FOR CITY OF MERCEDES
EMERGENCY MEDICAL SERVICES
AGREEMENT

THIS EMS BILLING SPECIALIST AGREEMENT (this "Agreement") is made this 1st day of March, 2022, between **S&V Billing Consultants LLC** (the "Billing Specialist") and **The City of Mercedes** (the "City").

WHEREAS, the City wishes to engage the services of EMS Billing Specialist to perform for the City services regarding the EMS billing operations for the Mercedes Fire Department Ambulance Service for the City. Any additional tasks not outlined in this Agreement shall be approved as an amendment to this contract and compensated as agreed to by both parties; and

WHEREAS, the EMS Billing Specialist wishes to assist the City in the operation of such matters;

NOW, THEREFORE, in consideration of the mutual promises herein continued, the parties agree as follows:

1. **Term.** The respective duties and obligations of the parties hereto shall commence on March 1, 2022 and shall continue thereafter until March 1, 2024 whichever comes first, unless terminated for cause by either party giving ninety (90) days written notice to the other party. If the term of this Contract has not been extended by or prior to the March 1, 2024, then S&V Billing Consultants LLC shall continue as the EMS Billing Specialist on a month to month basis until this Contract is extended or terminated by the City Commission.
2. **Consultation.** During the term of this Agreement, EMS Billing Specialist shall zealously provide billing and collection services for the City. At all times, EMS Billing Specialist shall conduct herself for the benefit of the City, and never knowingly take any action inconsistent with the interest of the City. EMS Billing Specialist will not take any action that is inconsistent with Corporation's policy or any applicable State or Federal law.
3. **Limited Liability.** The EMS Billing Specialist is an independent contractor of the City and is not engaged hereunder as an employee of the City. The EMS Billing Specialist shall not be liable to the City, or to anyone who may claim any right due to his relationship with the City or any of its employees, agents or other persons affiliated in any way with the City, for any acts or omissions in the performance of the services provided hereunder, except when said acts or omissions of the EMS Billing Specialist are due to his willful misconduct. The City shall indemnify and hold EMS Billing Specialist harmless from any obligations, costs, claims, judgments, legal fees, and other attachments arising from the performance of the services rendered to the City hereunder, except when the same shall arise due to willful misconduct of EMS Billing Specialist.

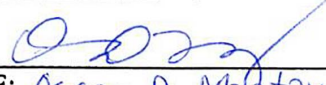
4. **Compensation and Expenses.** For services rendered and to be rendered hereunder, City agrees to pay EMS Billing Specialist a total of \$3,333.00 per month for work performed in the course of completing of each of the following tasks listed below. City is responsible for all materials and certification and course costs for personnel. City shall provide instructors for the teaching of courses.
- 1.) Assumes billing and collections for Emergency Medical Services provided within the Mercedes Fire Department.
 - 2.) Shall have and utilize computer but not limited to practice management software.
 - 3.) EMS Billing Specialist shall use CPT and ICD-10 coding.
 - 4.) Manage relationships with various insurance payers.
 - 5.) Shall file all claim appeals with insurance companies and ensure maximum entitled reimbursement.
 - 6.) The EMS Billing Specialist or his designee shall attend during or after normal business hours, various meetings conferences, workshops and training sessions as needed.
 - 7.) Shall be responsible with use of confidential information and follow all HIPPA regulations.
 - 8.) Perform at City standards and follow all policy and procedures.
 - 9.) Shall multi task and work courteously and respectfully with fellow employees, clients and patients.
 - 10.) Ensure that all claims are submitted with zero errors.
 - 11.) Verify that all reports are complete and accurate prior to submission.
 - 12.) Accurately post all insurance and payment by line item.
 - 13.) Actively involved in the evaluation and testing of new procedures, products and technology.
 - 14.) Shall give a monthly report with amount billed and collected.
 - 15.) Timely follow up on insurance claims, denials, exceptions or exclusions.
 - 16.) Shall meet all deadlines.
 - 17.) Ensures ambulance service compliance with all applicable requirements for Federal and State mandates and works with legal counsel and other managers to ensure the billing department maintains appropriate notices, forms and materials.
 - 18.) Cooperates with the State and Federal government agencies charged with compliance reviews, audits and investigations.
 - 19.) Read and interpret insurance explanation of benefits.
 - 20.) Utilize monthly aging accounts receivable reports to follow up on unpaid claims aged over 30 days.
 - 21.) Make necessary arrangements for medical records requests, completion of additional information requests, etc. as requested by Insurance companies.
 - 22.) Respond to inquiries from insurance companies, patients and providers.
 - 23.) Meet bi-weekly with Finance and Administrator of Record to discuss and resolve reimbursement issues or billing obstacle.

- 24.) Attend all staff meeting and continuing education sessions as required by the City and Fire Department.
- 25.) Perform additional duties as requested by Administrator of Record or Fire Administration.

5. **Confidentiality.** EMS Billing Specialist recognizes and acknowledges that she may have access to certain confidential information of City or of certain corporations or individuals affiliated with City, and that all such information constitutes valuable, special and unique property of City and its affiliates. EMS Billing Specialist agrees that, during the term of this Agreement and for a period of six (6) months after the termination of the same, she will not, without the prior written consent of City, disclose or authorize or permit anyone under her direction to disclose to anyone not properly entitled thereto any of such confidential information.
6. **Assignment.** This Agreement is personal to EMS Billing Specialist and EMS Billing Specialist shall not subcontract or assign the performance of any portion of this Agreement without the prior written consent of the City. Any purported subcontract or agreement not approved shall be governed by the provisions of the Texas General Arbitration Act.
7. **Governing Law and Venue.** This Agreement and any dispute hereunder shall be construed under and in accordance with the law of the State of Texas, and all obligations of the parties hereunder are to be performed in Hidalgo, County, Texas.

EXECUTED this 1st day of March, 2022 .

Mercedes City,

BY: 
NAME: Oscar D. Montoya Sr.
TITLE: Mayor.

S&V Billing Consultants LLC
EMS Billing Specialist

BY: 
NAME: **S&V Billing Consultants LLC**
TITLE: **EMS Billing Specialist**

DEPARTMENT: Mercedes Recreation Center

MONTHLY REPORT: February 2024

Report Summary:

This report tracks membership, programs and project activities for the Recreation Center for the month.

Registration for membership conducted year-round:

Summer Program: June & July - Registration start date May 1, 2024

Fall Program: Registrations start date Aug. 1, 2023

Fall Program: Aug. 2023 - May 2024

Mercedes Recreation Center Program February Registration Numbers:

- | | |
|--|-------------|
| • Membership Registration | 60 |
| • Membership Daily Attendance | 40 |
| • Youth Basketball League Registration | 180 |
| • Adult CO-ED Volleyball League Registration | 100 |
| • Total Registration | 380 members |

Out-Reach Programs:

- | | |
|-------------------------------------|----------------|
| • MYB - Food Program | |
| • RGV - Foster Grand Parent Program | 2 participants |

Projects/Maintenance Work Orders & Special Task:

- **Public Works - Work Order submitted:**

- Dome Facility**

- Dome & Rec - Monthly AC Filter replacement 2/28
 - Dome Center - game room lights (Pending)
 - Dome facility - Entrance & Exit traffic signs/parking lot (Pending)

- Rec Facility**

- Rec Center - Grass maintenance 2/13
 - Rec Center - Gutter 2/27
 - Rec Center - Emergency Fire Exit Signs (Pending)
 - Rec Center - Repair driveway chain & post (Pending)

- Pool Facility**

- Facility signs (Pending)
 - Cement - palm tree décor (Pending)
 - Women's restroom sinks (Pending)

Meeting w/ Public Works Supervisors - discuss work orders pending 2/9/24

Meeting w/ Public Works Director - discussed Walking-Trail / Work Orders 2/21/24

- **Rec & Dome Center - AC Units:**

- Rec Center Infinity AC - PM check 2/5
 - Dome Serve Pro AAON's #3, #4, #6 Diagnostics (Pending)

- **Safe-House Shelter / Rec Center:**

- Dome Safe-house Shelter N/A
 - Johnny Torres Hidalgo County Program Specialist 1
 - Vaccine Clinic - Dome/Indian Hills 2/28/24

- **United-Way:** N/A

Swimming Pool Projects/Maintenance:

- **RGV Aquatics - Info.**
 - CPO Certification Class Feb. 6th & 7th
 - Aquatics RGV Professionals - Meeting 2/12/24
- **Swimming Pool Maintenance In Progress/Completed**
 - Daily facility maintenance - pool vacuuming, netting & skimmers
 - Weekly Test water levels / Weekly Pool water testing - Leslie's
 - Daily inspection - pumps, check valves, chlorinators, gauges & backwash filters
 - Motor & filter pumps daily inspection
 - Work Orders Submitted - Public Works:
 - Water check valve #2

Community:

- February Food-drive Dome Site 2/14

Youth Leagues:

- **Basketball**
 - Open registration Jan 8th - Feb. 9th
 - Inter League - Donna Rec Center & Weslaco Teams
 - Games: Rec & Dome Facilities / TASO Officials
 - Youth Leagues
 - 5/6, 7/8 CO-ED
 - 9/10, 11/12 BOYS DIVISION
 - 9/10, 11/12 GIRLS DIVISION
 - Team Practices Schedule
 - Rec & Dome Facilities 2/5/24 - 2/16/24
 - Monday - Friday 6pm - 8pm

Adult Leagues:

- **Adult Volleyball League CO-ED**
 - 10 Teams CO-ED League
 - League Play 1/5 - 2/16
 - Season Tournament 2/24

Out-Reach Programs:

- **MYB On the Run Food Program**
 - After-school Meals for members
 - Weekly Calendar & Menu preparation
 - February Program
 - Monday thru Friday 4:00pm - 4:30pm
 - Number of Meals Served - Monthly 691
 - State Inspection of Dome Facility Serving Procedures 2/2/24

Foster Grandparent Program:

- **Senior Corps Program**
 - 2 Volunteers/Applicants
 - Assist with Supervision
 - Assist with Meals/Serving
 - Monday - Friday 1:30pm - 5:30pm
 - Jorge Gutierrez - Supervising Coordinator
 - Supervisor Coordinator Recreation Director
 - Meeting 2/14/24
 - New Foster Grandparent applicant - March

After-school Food Program:

- **Programs Attendance February:**

<u>Program/Activites Descipition</u>	<u>Week 1</u>	<u>Week 2</u>	<u>Week 3</u>	<u>Week 4</u>	<u>Total</u>
Membership Daily Attendance	187	148	161	195	691
Food Program Snack	187	148	161	195	691
Game-room	20	25	30	30	105
Computers	30	28	39	40	137
PS4 Room	37	20	30	35	122
Arts & Crafts	20	30	30	40	120
Sports & Fitness / Out-door Activities	80	45	32	50	207
Out-Reach Programs	N/A	N/A	N/A	N/A	N/A
Adult CO-ED Leagues Practices / Fri. Games	200	200	50	50	500
Youth League - Basketball Games / Practices	160	160	200	400	920

Mission Statement

Mercedes Recreation Center, in conjunction with the City of Mercedes, is responsible for the development and implementation of youth programs for youth that reside in the City of Mercedes. The Recreation Center is a Non-Profit Organization for Youth age 6 to 18, which are targeted for programs that will increase pro-social behavior. These programs include recreation activities, community service events/projects, youth leadership programs and cultural events.

Mercedes Recreation Center

“Impacting the youth in our community”



**MONTHLY REPORT
FEBRUARY 2024
(INTERNAL WORK ORDERS)**

		Work Orders	Closed Work Orders	Pending Work Orders
CATEGORY	PAGE #	TOTAL	TOTAL	TOTAL
ALLEY	1	3	0	3
ANIMAL BITE	1	1	1	0
ANIMAL CRUELTY INVESTIGATION	1	2	2	0
ANIMAL IN CAGE	1-2	18	18	0
ANIMAL RUNNING AT LARGE	2-3	53	53	0
ANIMAL SURRENDER	3	2	2	0
BRUSH PICKUP	3	1	1	0
BUILDING MAINTENANCE	3-4	15	14	1
BUILDING REPAIRS	4	1	0	1
CHANGE AIR FILTERS	4	1	0	1
CURB SCRAPPING	4	2	0	2
CUT GRASS	4-5	28	27	1
CUT TREES ON ROW	5	3	0	3
DEAD ANIMAL PICK UP	5-6	18	18	0
EQUIPMENT MAINTENANCE	6	1	1	0
FIRE HYDRANT REPAIR	6	2	2	0
FIRE HYDRANT FLUSH	6	4	4	0
INLET MAINTENANCE	7	1	0	1
INSTALL CLEAN OUT	7	1	0	1
LOCATE WATER/SEWER/TAP	7-8	12	12	0
WATER PRESSURE/NO WATER	8	9	9	0
MANHOLE MAINTENANCE	9	3	1	2
OPEN METER	9-10	6	6	0
PARKS MAINTENANCE	10	5	5	0
PARKS TRASH PICK UP	10	2	2	0
PARKS RESTROOM CLEAN	10	13	13	0
PLUMBING REPAIR	10	3	3	0
POT HOLE PATCHING	10-11	8	4	4
RELOCATE SEWER CLEAN OUT	11	3	3	0
REPAIR METERS	11	1	1	0
REPLACE CUT OFFS	12	8	8	0
SEWER LINE COLLAPSE	12	2	1	1
SEWER MAINTENANCE	12	1	1	0
SEWER SMELL	12-13	4	4	0
SEWER STOP/BACKUP	12-15	24	24	0
SPECIAL EVENT PREP/SHUT DOWN	15	2	2	0
SPEED BUMPS	15	2	0	2
SPORT FIELD MAINTENANCE (BASEBALLFIELD/SWIMMING POOL)	15	5	5	0
SPRAYING ROUND UP	15	3	3	0
STREET ISSUES	15-16	3	2	1
STREET PAVING	16	3	2	1
TRAFFIC SIGN REPLACEMENT	16	4	0	4
VEHICLE MAINTENANCE	16-19	24	17	7
WATER BREAK REPAIRS	19-21	20	20	0
WATER LEAK (METER)	21	8	8	0
GRAND TOTALS		335	299	36

**FEBRUARY 2024
REQUEST (EXTERNAL)**

	Request	Closed Request	Acknowledged Request
STREET ISSUES	3	1	2
MANHOLE MAINT.	1		1
GRAND TOTALS	4	1	3

INTERNAL WORK ORDERS

FEBRUARY 2024

ID	Category	Address	Request	Created	Closed	Details
125025	Alley	El Fenix Cafe, 126 N Texas Ave, Mercedes, TX, 78570, USA		2024-02-01 14:37:09		REQUESTING THE ALLEY BE FIXED/SCRAPED OR FILLED IN. REPORTING LOTS OF HOLES AND BUMPS AND HARD TO DRIVE THROUGH. SAID FOR JR. TO PLEASE CALL HIM FOR QUESTIONS. HE FEELS THAT THIS SITUATION IS AN EMERGENCY. ALSO MENTIONED SOMETHING ABOUT THE HIGH RISE APARTMENTS, THE ALLEY AND THE STREET ON THE SOUTH WITH THE CHURCH. THAT THE POT HOLES ARE GOING TO DAMAGE HIS VEHICLE OR HAVE HIS BUMPER FALL OFF.
125352	Alley	412 S Virginia Ave, Mercedes, TX, 78570, USA		2024-02-02 16:46:26		REQUESTING ALLEY TO BE SCRAPED OR FILLED. DEEP HOLES THROUGH OUT THE AREA, SPECIFICALLY AT THE ENTRANCE BY THE 7TH DAY ADVENT CHURCH. PLEASE CALL FOR ANY SPECIFIC QUESTIONS.
125380	Alley	799 Ruby Red St Mercedes, Texas, 78570	15271128	2024-02-05 08:07:35		Previous work was done in the alley last year and the request is from September. Please have the guys go by and check to see if the alley is in good condition so we can close out the work order and request.
125490	ANIMAL BITE	624 N Texas Ave, Mercedes, TX, 78570, USA		2024-02-05 13:18:55	2024-02-05 13:19:12	Dog bite occurred on Sunday 02/04/24 at 624 N. Texas Ave. was not called during the incident but went to talk to Alicia Garza about the incident. she said the dog belongs to her neighbors which were not home at the moment and no Dogs were on there property. Miss Garza mentioned that they usually let there dogs free on the road. I went to see if anyone was home at the moment since I there was a bite I have to take the Dog into 10 day quarantine per City of Mercedes Ordinance 2023-02 will try to talk to the home owner about this issue
126390	Animal Cruelty Investigation	Jessica St, Mercedes, TX, 78570, USA		2024-02-13 16:49:14	2024-02-13 16:49:21	Received a call about possible Dog abandonment, arrived heard the canines barking but nobody answered did a water check and that was good knocked on the door still nobody answered officer arrived to assist then the owner answered on the ring door bell explained they do live there but there at work and canines do have food and water and are ok
126520	Animal Cruelty Investigation	Anacuitas St & N Missouri Ave, Mercedes, TX, 78570, USA		2024-02-14 16:24:45	2024-02-14 16:24:53	possible canine chained improperly
125052	Animal in a cage	125 Cindy Ln, Mercedes, TX, 78570, USA		2024-02-01 16:44:28	2024-02-01 16:44:56	possum in live cage
125056	Animal in a cage	9099 N Mile 2 W, Mercedes, TX, 78570, USA		2024-02-01 16:52:03	2024-02-01 16:52:10	possum in cage
125491	Animal in a cage	125 Cindy Ln, Mercedes, TX, 78570, USA		2024-02-05 13:19:44	2024-02-05 13:20:19	possum in cage
125727	Animal in a cage	613 Mile 2 1/2 E, Mercedes, TX, 78570, USA		2024-02-07 08:21:42	2024-02-07 08:22:01	went to check on live cage left at apt 1 caught one chihuahua took to Weslaco shelter
125730	Animal in a cage	1723 Valencia St, Mercedes, TX, 78570, USA		2024-02-07 08:25:38	2024-02-07 08:25:44	live stock violations
126004	Animal in a cage	Sabal Palm Dr, Mercedes, TX, 78570, USA		2024-02-08 16:36:02	2024-02-08 16:36:09	possum in cage
126077	Animal in a cage	125 Cindy Ln, Mercedes, TX, 78570, USA		2024-02-09 11:39:34	2024-02-09 11:39:40	Possum in cage
126295	Animal in a cage	125 Cindy Ln, Mercedes, TX, 78570, USA		2024-02-13 08:03:56	2024-02-13 08:04:03	possum in cage
126391	Animal in a cage	935 Tangerine Ave, Mercedes, TX, 78570, USA		2024-02-13 16:49:56	2024-02-13 16:50:03	possum in cage
126521	Animal in a cage	125 Cindy Ln, Mercedes, TX, 78570, USA		2024-02-14 16:26:31	2024-02-14 16:26:39	possum in cage
126658	Animal in a cage	125 Cindy Ln, Mercedes, TX, 78570, USA		2024-02-16 08:21:39	2024-02-16 08:21:52	animal in cage
126734	Animal in a cage	125 Cindy Ln, Mercedes, TX, 78570, USA		2024-02-16 14:22:56	2024-02-16 14:23:06	Possum in cage
127120	Animal in a cage	125 Cindy Ln, Mercedes, TX, 78570, USA		2024-02-21 16:12:57	2024-02-21 16:13:19	Possum in cage
127268	Animal in a cage	816 S Indiana Ave, Mercedes, TX, 78570, USA		2024-02-23 08:05:24	2024-02-23 08:05:31	possum in cage
127362	Animal in a cage	9099 N Mile 2 W, Mercedes, TX, 78570, USA		2024-02-23 16:40:22	2024-02-23 16:40:29	arrived for a possum in a cage took to waterfalls and released it
127623	Animal in a cage	125 Cindy Ln, Mercedes, TX, 78570, USA		2024-02-26 16:23:08	2024-02-26 16:23:15	possum in cage

INTERNAL WORK ORDERS

FEBRUARY 2024

ID	Category	Address	Request	Created	Closed	Details
17 127626	Animal in a cage	9099 N Mile 2 W, Mercedes, TX, 78570, USA		2024-02-26 16:26:55	2024-02-28 16:27:10	Arrived picked a possum in a live cage released at waterfalls
18 127855	Animal in a cage	125 Cindy Ln, Mercedes, TX, 78570, USA		2024-02-28 08:16:34	2024-02-28 08:16:44	animal in cage
1 124928	Animal Running at Large	1605 S Colorado Ave, Mercedes, TX, 78570, USA		2024-02-01 08:20:43	2024-02-01 08:21:40	canine at large
2 124929	Animal Running at Large	8213 Mile 1 1/2 E, Mercedes, TX, 78570, USA		2024-02-01 08:22:23	2024-02-01 08:26:20	canines at large
3 124931	Animal Running at Large	949 S Vermont Ave, Mercedes, TX, 78570, USA		2024-02-01 08:26:55	2024-02-01 08:28:03	canines at large
4 124932	Animal Running at Large	6912 Vera Ln, Mercedes, TX, 78570, USA		2024-02-01 08:29:17	2024-02-05 08:21:39	Arrived and picked up stray canine that was messing with home owners Dogs took to Westlaco Shelter
5 125055	Animal Running at Large	Waterfall St, Mercedes, TX, 78570, USA		2024-02-01 16:50:23	2024-02-01 16:50:29	two Dobermans were on her property I picked and brought to Mercedes cages on sight posted pictures of found dogs online if not claimed by 02/02/2024 I will take to Westlaco shelter
6 125329	Animal Running at Large	S Colorado Ave, Mercedes, TX, 78570, USA		2024-02-02 15:06:00	2024-02-02 15:11:26	stray dogs
7 125337	Animal Running at Large	139 Palmetto St, Mercedes, TX, 78570, USA		2024-02-02 15:12:53	2024-02-02 15:14:57	Two canines running at large
8 125340	Animal Running at Large	Ruben Hinojosa Elementary School, 500 FM-491, Mercedes, TX, 78570, USA		2024-02-02 15:16:01	2024-02-02 15:17:30	canine running at large
9 125341	Animal Running at Large	Camino Real Viejo, Mercedes, TX, 78570, USA		2024-02-02 15:17:57	2024-02-02 15:18:56	canines at large
10 125343	Animal Running at Large	508 Brooks St, Mercedes, TX, 78570, USA		2024-02-02 15:19:41	2024-02-02 15:20:18	possum in live cage
11 125344	Animal Running at Large	1330 Maryland Ave, Mercedes, TX, 78570, USA		2024-02-02 15:21:15	2024-02-02 15:21:22	received call of lost dog went to make a round in the neighborhood kept owner updated
12 125553	Animal Running at Large	116 North St, Mercedes, TX, 78570, USA		2024-02-05 16:39:36	2024-02-05 16:40:22	canine at large
13 125725	Animal Running at Large	630 S Missouri Ave, Mercedes, TX, 78570, USA		2024-02-07 08:19:34	2024-02-07 08:19:42	canines at large
14 125728	Animal Running at Large	1918 Beech Ave, Mercedes, TX, 78570, USA		2024-02-07 08:22:35	2024-02-07 08:22:46	canines loose
15 125839	Animal Running at Large	Camino Real Viejo, Mercedes, TX, 78570, USA		2024-02-07 16:48:04	2024-02-07 16:48:12	canine at large
16 126002	Animal Running at Large	101 S Virginia Ave, Mercedes, TX, 78570, USA		2024-02-08 16:35:03	2024-02-08 16:35:09	canines at large
17 126008	Animal Running at Large	Camino Real Viejo, Mercedes, TX, 78570, USA		2024-02-08 16:38:14	2024-02-08 16:38:20	canines at large
18 126078	Animal Running at Large	Camino Real Viejo, Mercedes, TX, 78570, USA		2024-02-09 11:41:04	2024-02-09 11:41:11	left live cage caught a cat released and set up for another night. Followed canine at large
19 126079	Animal Running at Large	Mile 2 1/2 Rd W, Mercedes, TX, 78570, USA		2024-02-09 11:41:51	2024-02-09 11:41:57	but got away loose dogs
20 126296	Animal Running at Large	2307 Camino Real Viejo, Mercedes, TX, 78570, USA		2024-02-13 08:04:52	2024-02-13 08:04:58	canines at large
21 126298	Animal Running at Large	Missouri Ave, Mercedes, TX, 78570, USA		2024-02-13 08:10:10	2024-02-13 08:10:36	was patrolling and seen one of the canines attack another Dog aggressively stopped and tried to catch them both canines ran back to the owners property knocked at the door and no one came out this is the second time I have gone to the property first time I tried contact with the owners but left the Ordinance 2023-02 because nobody came out, this time I left the Ordinance 2023-02 along with a Dog warning letting them know what I witnessed. will patrol that area
22 126387	Animal Running at Large	Capisallo St & W 5th St, Mercedes, TX, 78570, USA		2024-02-13 16:42:38	2024-02-13 16:42:44	canine at large
23 126388	Animal Running at Large	Tangerine Ave, Mercedes, TX, 78570, USA		2024-02-13 16:43:59	2024-02-13 16:44:05	canine at large
24 126389	Animal Running at Large	Anacuitas St, Mercedes, TX, 78570, USA		2024-02-13 16:45:13	2024-02-13 16:45:19	canine at large
25 126519	Animal Running at Large	930 W 6th St, Mercedes, TX, 78570, USA		2024-02-14 16:23:00	2024-02-14 16:23:44	canine at large
26 126522	Animal Running at Large	Camino Real Viejo, Mercedes, TX, 78570, USA		2024-02-14 16:27:25	2024-02-14 16:27:34	canines at large
27 126523	Animal Running at Large	1426 S Georgia Ave, Mercedes, TX, 78570, USA		2024-02-14 16:29:53	2024-02-14 16:30:00	canine at large
28 126659	Animal Running at Large	1433 S Vermont Ave, Mercedes, TX, 78570, USA		2024-02-16 08:23:12	2024-02-16 08:23:25	canine at large

INTERNAL WORK ORDERS

FEBRUARY 2024

ID	Category	Address	Request	Created	Closed	Details
126663	Animal Running at Large	N Washington Ave & Cindy Ln, Mercedes, TX, 78570, USA		2024-02-16 08:26:53	2024-02-16 08:27:02	Call of a Pitbull chasing people when I arrived Pitbull was not seen anymore store owner pointed at the owners house tried calling them but nobody came out will patrol the area and owner said he will try and record the Pitbull next time for proof to try and show the owner
126664	Animal Running at Large	N Virginia Ave, Mercedes, TX, 78570, USA		2024-02-16 08:28:18	2024-02-16 08:28:25	canines at large
126736	Animal Running at Large	S Vermont Ave, Mercedes, TX, 78570, USA		2024-02-16 14:24:49	2024-02-16 14:24:56	canine running at large
126760	Animal Running at Large	Hereford St, Mercedes, TX, 78570, USA		2024-02-16 16:04:37	2024-02-16 16:05:01	canines at large
126762	Animal Running at Large	425 W 2nd St, Mercedes, TX, 78570, USA		2024-02-16 16:09:41	2024-02-16 16:09:48	canine at large
127126	Animal Running at Large	642 S Ohio Ave, Mercedes, TX, 78570, USA		2024-02-21 16:29:07	2024-02-21 16:29:30	3 loose dogs
127153	Animal Running at Large	Hereford St, Mercedes, TX, 78570, USA		2024-02-22 08:03:16	2024-02-22 08:03:24	canine at large
127154	Animal Running at Large	Sabal Palm Dr, Mercedes, TX, 78570, USA		2024-02-22 08:04:40	2024-02-22 08:04:49	canine and one swine at large
127264	Animal Running at Large	908 S Vermont Ave, Mercedes, TX, 78570, USA		2024-02-23 08:00:38	2024-02-23 08:00:46	canine at large
127267	Animal Running at Large	642S N Ohio Ave, Mercedes, TX, 78570, USA		2024-02-23 08:04:16	2024-02-23 08:04:23	canines running at large
127269	Animal Running at Large	742 S Texas Ave, Mercedes, TX, 78570, USA		2024-02-23 08:06:19	2024-02-23 08:06:25	canines at large
127271	Animal Running at Large	407 S Missouri Ave, Mercedes, TX, 78570, USA		2024-02-23 08:07:29	2024-02-23 08:08:56	Arrived looked for dogs but no dogs found at the time
127359	Animal Running at Large	Cindy Ln, Mercedes, TX, 78570, USA		2024-02-23 16:29:51	2024-02-23 16:29:59	canine at large
127361	Animal Running at Large	1200 Florida Ave, Mercedes, TX, 78570, USA		2024-02-23 16:38:30	2024-02-23 16:38:36	canines at large
127363	Animal Running at Large	208 Guadalupe St, Mercedes, TX, 78570, USA		2024-02-23 16:41:08	2024-02-23 16:41:16	canine at large
127624	Animal Running at Large	Hereford St, Mercedes, TX, 78570, USA		2024-02-26 16:24:11	2024-02-26 16:24:17	canines at large
127625	Animal Running at Large	Washington St, Mercedes, TX, 78570, USA		2024-02-26 16:25:30	2024-02-26 16:25:36	canine at large
127858	Animal Running at Large	N Texas Ave & Webb St, Mercedes, TX, 78570, USA		2024-02-28 08:18:43	2024-02-28 08:18:50	canines at large
127859	Animal Running at Large	W 5th St, Mercedes, TX, 78570, USA		2024-02-28 08:19:54	2024-02-28 08:20:01	canines at large
127986	Animal Running at Large	125 Vermont Ave, Mercedes, TX, 78570, USA		2024-02-28 16:43:27	2024-02-28 16:43:34	cat in property left cage to catch
127987	Animal Running at Large	Vermont Ave & W 1st St, Mercedes, TX, 78570, USA		2024-02-28 16:44:26	2024-02-28 16:44:34	canines at large
128098	Animal Running at Large	821 S Colorado Ave, Mercedes, TX, 78570, USA		2024-02-29 16:29:31	2024-02-29 16:29:38	loose canines
128100	Animal Running at Large	613 Mile 2 1/2 E, Mercedes, TX, 78570, USA		2024-02-29 16:31:22	2024-02-29 16:31:28	canine at large
128102	Animal Running at Large	125 S Vermont Ave, Mercedes, TX, 78570, USA		2024-02-29 16:33:35	2024-02-29 16:33:41	cat on school property
128105	Animal Running at Large	Alexandria Ave, Mercedes, TX, 78570, USA		2024-02-29 16:35:37	2024-02-29 16:35:44	canine running at large
125729	Animal Surrender	651 Palm Dr, Mercedes, TX, 78570, USA		2024-02-07 08:24:08	2024-02-07 08:24:15	canine surrender
127124	Animal Surrender	Valencia Ave, Mercedes, TX, 78570, USA		2024-02-21 16:25:37	2024-02-21 16:25:59	Live stock cow at large
126096	BRUSH PICKUP	434 S Ohio Ave, Mercedes, TX, 78570, USA		2024-02-09 13:47:26	2024-02-09 13:49:30	EZ WENT TO TRIM TREES AROUND THE LIBRARY AND TOOK BRUSH TO CCS.
125144	BUILDING MAINTENANCE	400 S Ohio Ave, Mercedes, TX, 78570, USA		2024-02-02 09:58:44	2024-02-07 08:45:52	AT CITY HALL LIGHT IN FRONT OF KRISTINE'S OFFICE IS OUT. BOTH LIGHTS HAVE BEEN REPLACED AND IT DOES NOT TURN ON. ISMAEL THINKS IT MIGHT BE THE BALLAST.
125145	BUILDING MAINTENANCE	400 S Ohio Ave, Mercedes, TX, 78570, USA		2024-02-02 09:59:52		AT CITY HALL INSIDE BERNIE'S OFFICE, THE LIGHT SWITCH IS MESSING UP. SOMETIMES IT TURNS ON AND SOMETIMES IT DOES NOT. NEEDS TO BE CHECKED OUT.
125644	BUILDING MAINTENANCE	520 E 2nd St, Mercedes, TX, 78570, USA		2024-02-06 13:58:00	2024-02-06 14:28:18	DENISSE FROM THE PLANNING DEPARTMENT CALLED TO REPORT THAT THE GROUP RENTING THE CIVIC CENTER IS REPORTING A LEAK IN THE WOMEN'S RESTROOM.

INTERNAL WORK ORDERS

FEBRUARY 2024

ID	Category	Address	Request	Created	Closed	Details
125759	BUILDING MAINTENANCE	105 N Ohio Ave, Mercedes, TX, 78570, USA		2024-02-07 10:44:58	2024-02-12 11:05:20	FIRE DEPARTMENT IS REQUESTING THE REPLACEMENT AND INSTALLATION OF THE DOOR KNOB ON THE MEDICAL SUPPLY ROOM.
125760	BUILDING MAINTENANCE	105 N Ohio Ave, Mercedes, TX, 78570, USA		2024-02-07 10:46:42	2024-02-07 10:56:20	FIRE DEPARTMENT REPLACE LIGHTS OR BALLASTS: -BIKE ROOM -MEDICATION SUPPLY ROOM -TOOL ROOM -GENERAL DORM ROOM -LIUTENANT DORM RESTROOM
125872	BUILDING MAINTENANCE	520 E 2nd St, Mercedes, TX, 78570, USA		2024-02-08 08:31:19	2024-02-08 15:02:46	TOILET IN GIRLS RESTROOM IS LEAKING WATER AT CIVIC CENTER BUILDING. TONO AND RUDY WILL BE WORKING ON THIS SINCE THERE IS AN EVENT THIS WEEKEND.
126543	BUILDING MAINTENANCE	400 S Ohio Ave, Mercedes, TX, 78570, USA		2024-02-15 08:50:37	2024-02-15 08:50:43	CREW WENT TO HELP REMOVE OFFICE SUPPLIES AT CITY HALL FOR FLOORING RENNOVATIONS.
126544	BUILDING MAINTENANCE	400 S Ohio Ave, Mercedes, TX, 78570, USA		2024-02-15 08:51:53	2024-02-15 15:08:46	CREW WENT TO CONTINUE REMOVING OFFICE SUPPLIES AT CITY HALL.
126725	BUILDING MAINTENANCE	400 S Ohio Ave, Mercedes, TX, 78570, USA		2024-02-16 13:41:18	2024-02-16 13:41:26	CREW WENT TO REMOVE OFFICE SUPPLIES/FURNITURE AT CITY HALL FOR FLOORING RENNOVATIONS.
126875	BUILDING MAINTENANCE	400 S Ohio Ave, Mercedes, TX, 78570, USA		2024-02-20 10:08:48	2024-02-20 18:05:29	CEILING TILES IN THE CITY MANAGERS OFFICE RECEPTION AREA HAVE FALLEN DUE TO THE WATER LEAK IN THE CEILING. PLEASE HAVE THE GUYS REPLACE THE TILE AND PATCH CIELING
126939	BUILDING MAINTENANCE	400 S Ohio Ave, Mercedes, TX, 78570, USA		2024-02-20 14:03:50	2024-02-20 18:05:53	CREW WENT TO PUT BACK OFFICE SUPPLIES/EQUIPMENT BACK IN THE OFFICES.
127608	BUILDING MAINTENANCE	400 S Ohio Ave, Mercedes, TX, 78570, USA		2024-02-26 15:27:44	2024-02-26 15:27:55	ez and michael went to put back all office supplies back into offices at city hall.
127609	BUILDING MAINTENANCE	401-599 Frances Ave, Mercedes, TX, 78570, USA		2024-02-26 15:29:48	2024-02-26 15:30:00	EZ AND MICHAEL WENT TO START PAINTING PRESSBOX AT COLLIER PARK.
127839	BUILDING MAINTENANCE	401-599 Frances Ave, Mercedes, TX, 78570, USA		2024-02-27 18:52:43	2024-02-27 18:53:15	Ez and Michael went to continue painting pressbox.
128082	BUILDING MAINTENANCE	400 S Ohio Ave, Mercedes, TX, 78570, USA		2024-02-29 15:11:07	2024-03-01 10:27:06	PARKS CREW WENT TO START MOVING OFFICE SUPPLIES AT CITY HALL.
126940	Building Repair	401-599 Frances Ave, Mercedes, TX, 78570, USA		2024-02-20 14:05:26		PUBLIC WORKS STARTED REPAIRS ON PRESSBOX AT COLLIER PARK(LITTLE LEAGUE).
128040	Change Air Filters	1202 N Vermont Ave, Mercedes, TX, 78570, USA		2024-02-29 11:47:09		REQUEST FROM RICHARD MORIN A.C. FILTERS NEED TO BE REPLACED.
125965	Curb Scraping	101 Armory Rd Mercedes, TX 78570, USA	16009831	2024-02-08 14:45:45		Curb Scraping is needed along Armory Road. See picture for reference.
126731	Curb Scraping	1514 N Mille 1 1/2 E Mercedes, TX 78570, USA	16067612	2024-02-16 14:15:39		curb scraping needed.
124952	Cut Grass	601-799 Mathes Ave, Mercedes, TX, 78570, USA		2024-02-01 09:59:54	2024-02-02 08:49:56	ISAIAS AND MICHAEL MOWED GRASS AT BASEBALL FIELD #3.
124955	Cut Grass	131 N Texas Ave, Mercedes, TX, 78570, USA		2024-02-01 10:05:37	2024-02-02 08:46:05	PARKS CREW WENT TO MOW GRASS BY LOS COMALES PARKING LOT ACROSS FIRE DEPT.
125390	Cut Grass	1201-1299 N Vermont Ave, Mercedes, TX, 78570, USA		2024-02-05 08:39:34	2024-02-05 16:27:49	PARKS CREW WENT TO MOW AND WEEDEAT DOME.
125580	Cut Grass	1202 N Vermont Ave, Mercedes, TX, 78570, USA		2024-02-06 09:05:10	2024-02-06 14:28:33	ISAIAS AND MICHAEL CONTINUED MOWING DOME AREA.
125700	Cut Grass	502 E 2nd St, Mercedes, TX, 78570, USA		2024-02-06 17:21:42	2024-02-06 17:22:54	-Crew went to mow skate park area of civic center.
125773	Cut Grass	520 E 2nd St, Mercedes, TX, 78570, USA		2024-02-07 11:39:16	2024-02-07 16:48:41	CREW WENT OUT TO MOW AND WEEDEAT CIVIC CENTER.

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126005	Cut Grass	3811 Esperanza St, Mercedes, TX, 78570, USA		2024-02-08 16:36:17	2024-02-08 16:39:01	ISAIAS AND MICHAEL WENT TO MOW LAS FLORES DEL VALLE PARK.
126006	Cut Grass	111 James Dr, Mercedes, TX, 78570, USA		2024-02-08 16:37:33	2024-02-08 16:37:43	CREW WENT TO MOW MELTON PARK #2
126009	Cut Grass	118 Carlos Ave, Mercedes, TX, 78570, USA		2024-02-08 16:53:45	2024-02-08 16:53:50	CREW WENT TO MOW MELTON PARK #1.
126010	Cut Grass	450 Patricia St, Mercedes, TX, 78570, USA		2024-02-08 16:54:58	2024-02-08 16:55:06	ISAIAS AND MICHAEL WENT TO MOW SALADINO PARK.
126032	Cut Grass	1050 Orange St, Mercedes, TX, 78570, USA		2024-02-09 08:24:43	2024-02-09 13:43:52	isaiaas and michael went to mow orange st drainage ditch
126193	Cut Grass	400 S Texas Ave, Mercedes, TX, 78570, USA		2024-02-12 11:01:33	2024-02-12 12:43:32	CREW WENT TO MOW GRASS AT LIBRARY AND CITY HALL.
126294	Cut Grass	2314 N Base Line Rd, Mercedes, TX, 78570, USA		2024-02-13 07:59:41	2024-02-14 12:13:39	CREW MOWED PUBLIC WORKS SHOP AND POLICE DEPARTMENT.
126568	Cut Grass	637 Mathes Ave, Mercedes, TX, 78570, USA		2024-02-15 11:25:41	2024-02-15 15:08:10	CREW WENT TO MOW BOYS AND GIRLS CLUB.
127039	Cut Grass	9099 N Mile 2 W, Mercedes, TX, 78570, USA		2024-02-21 10:44:46		PARADISE SOUTH MOBILE HOME PARK OVERGROWN GRASS ON THE SOUTH SIDE OF THE MOBILE HOME PARK. BETWEEN THE PARK AND THE CLINIC. IT IS ON THE OUTSIDE OF THE PARK AREA. SHE CLAIMS THAT THE CITY USE TO MAINTAIN THAT AREA WHICH USE TO BE A ROAD BUT NO ONE HAS GONE TO CLEAN UP OR CUT THE OVERGROWN GRASS.
127108	Cut Grass	401-599 Frances Ave, Mercedes, TX, 78570, USA		2024-02-21 15:09:31	2024-02-23 08:22:41	CREW WENT TO WEEDEAT AROUND COLLIER PARK AND RAKE BASEBALL FIELDS.
127219	Cut Grass	Mathes Ave, Mercedes, TX, 78570, USA		2024-02-22 13:11:14	2024-02-22 13:11:26	ISAIAS AND MICHAEL WENT TO WEEDEAT AROUND BASEBALL FIELDS FENCELINES/SIDEWALKS.
127278	Cut Grass	945-999 Garza Ave, Mercedes, TX, 78570, USA		2024-02-23 08:28:55	2024-02-26 09:19:42	CREW WENT TO CONTINUE MOWING BASEBALL FIELDS 3 AND 4.
127610	Cut Grass	2314 N Base Line Rd, Mercedes, TX, 78570, USA		2024-02-26 15:31:06	2024-02-26 15:32:55	ISAIAS CONTINUED MOWING AND WEEDEATING AROUND PUBLIC WORKS SHOP.
127682	Cut Grass	201-299 W 1st St, Mercedes, TX, 78570, USA		2024-02-27 08:40:09	2024-02-27 18:44:27	PARKS CREW WENT TO MOW AND WEEDEAT FIRE DEPARTMENT.
127838	Cut Grass	458 Patricia St, Mercedes, TX, 78570, USA		2024-02-27 18:40:45	2024-02-27 18:41:09	Isaiah and Paul mowed saladino park
127840	Cut Grass	118 Carlos Ave, Mercedes, TX, 78570, USA		2024-02-27 18:56:29	2024-02-27 18:56:46	Isaiah and Paul mowed Melton park 1
127869	Cut Grass	400 S Ohio Ave, Mercedes, TX, 78570, USA		2024-02-28 09:20:59	2024-02-28 16:19:29	CREW WENT TO CUT GRASS AT CITY HALL AND LIBRARY. THEY ALSO TRIMMED SOME BUSHES BEHIND CHAMBER OF COMMERCE BUILDING.
127870	Cut Grass	3811 Esperanza St, Mercedes, TX, 78570, USA		2024-02-28 09:22:24	2024-02-28 16:26:54	ISAIAS AND PAUL WENT TO MOW LAS FLORES DEL VALLE PARK.
127871	Cut Grass	117 Pepe Ln, Mercedes, TX, 78570, USA		2024-02-28 09:23:28	2024-02-28 16:20:18	ISAIAS AND PAUL WENT TO MOW MELTON PARK 2.
127982	Cut Grass	78570, Mercedes, TX, USA		2024-02-28 16:25:36	2024-02-28 16:26:37	ISAIAS AND PAUL MOWED WATER TOWER BEHIND FEDEX.
128076	Cut Grass	2314 N Base Line Rd, Mercedes, TX, 78570, USA		2024-02-29 15:02:38	2024-02-29 15:02:50	Parks crew mowed public works shop.
128078	Cut Grass	801-947 Florida Ave, Mercedes, TX, 78570, USA		2024-02-29 15:04:53	2024-02-29 15:07:53	CREW WENT TO MOW CORNER OF 10TH AND FLORIDA AVE AND ALL AREA ALONG FLORIDA AVE IN FRONT OF HIGH SCHOOL.
124920	Cut Trees on ROW	1109 S Indiana Ave, Mercedes, TX, 78570, USA		2024-02-01 07:48:27		TREE IN FRONT OF THE HOUSE ON THE OUTSIDE OF THE FENCE NEEDS TO BE CUT DOWN BEFORE IT FALLS ON THE FENCE
126126	Cut Trees on ROW	202 Avenue C, Mercedes, TX, 78570, USA		2024-02-09 16:38:08		ALONG THE STREET THERE IS OVER GROWN GRASS AND LOT HAS NOT BEEN CLEANED OR MAINTAINED BY THE CITY.
126262	Cut Trees on ROW	W 14th St & S Virginia Ave, Mercedes, TX, 78570, USA		2024-02-12 15:34:24		BERNIE MATA- CODE ENFORCER REQUESTING TO CUT OR REMOVE THE HERBS AND THORNS THAT ARE THE CITY'S RIGHT OF WAY. RESIDENTS ARE COMPLAINING THAT IS LOATED NEXT TO AN ABANDONED HOUSE.

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ID	Category	Address	Request	Created	Closed	Details
125049	Dead Animal Pick Up	W 6th St & S Texas Ave, Mercedes, TX, 78570, USA		2024-02-01 16:27:17	2024-02-01 16:43:53	dead cat and dog pick up
125349	Dead Animal Pick Up	202 W 2nd St, Mercedes, TX, 78570, USA		2024-02-02 16:08:40	2024-02-02 16:09:05	Dead Cat
125466	Dead Animal Pick Up	321 W 2nd St, Mercedes, TX, 78570, USA		2024-02-05 12:02:04	2024-02-05 12:03:55	Dead cat
125554	Dead Animal Pick Up	1149 Orange St, Mercedes, TX, 78570, USA		2024-02-05 16:41:41	2024-02-05 16:42:39	Dead animal
125937	Dead Animal Pick Up	Carolina St, Mercedes, TX, 78570, USA		2024-02-07 16:46:24	2024-02-07 16:46:31	dead possum
125938	Dead Animal Pick Up	Expressway 83 W, Mercedes, TX, 78570, USA		2024-02-07 16:47:16	2024-02-07 16:47:23	Dead canine
125999	Dead Animal Pick Up	1225 FM-491, Mercedes, TX, 78570, USA		2024-02-08 16:33:58	2024-02-08 16:34:06	dead cat
126007	Dead Animal Pick Up	600-698 Hidalgo St, Mercedes, TX, 78570, USA		2024-02-08 16:37:44	2024-02-08 16:43:14	Dead Cat took to CCS
126076	Dead Animal Pick Up	2200 W 2nd St, Mercedes, TX, 78570, USA		2024-02-09 11:38:43	2024-02-09 11:38:51	Dead cat
126080	Dead Animal Pick Up	Camino Real Viejo, Mercedes, TX, 78570, USA		2024-02-09 11:42:41	2024-02-09 11:42:48	Dead possum
126297	Dead Animal Pick Up	117 Reynosa Ave, Mercedes, TX, 78570, USA		2024-02-13 08:05:45	2024-02-13 08:05:51	Dead cat
126392	Dead Animal Pick Up	W Expressway 83, Mercedes, TX, 78570, USA		2024-02-13 16:50:58	2024-02-13 16:51:04	dead animal
127266	Dead Animal Pick Up	816 S Indiana Ave, Mercedes, TX, 78570, USA		2024-02-23 08:03:22	2024-02-23 08:03:31	Dead possum picked up took to CCS
127273	Dead Animal Pick Up	W 5th St, Mercedes, TX, 78570, USA		2024-02-23 08:08:28	2024-02-23 08:08:36	picked up dead possum on the road took to CCS
127854	Dead Animal Pick Up	Beech Ln, Mersersburg, PA, 17236, USA		2024-02-28 08:15:46	2024-02-28 08:15:52	Dead animal
127985	Dead Animal Pick Up	Vermont Dr & Frontage Rd, Lafayette, IN, 47905, USA		2024-02-28 16:42:15	2024-02-28 16:42:24	Dead animal
128097	Dead Animal Pick Up	841 S Texas Ave, Mercedes, TX, 78570, USA		2024-02-29 16:28:41	2024-02-29 16:28:48	Dead animal pickup
128103	Dead Animal Pick Up	841 W 6th St, Mercedes, TX, 78570, USA		2024-02-29 16:34:40	2024-02-29 16:34:46	dead cat
125421	EQUIPMENT MAINT.	2314 N Base Line Rd, Mercedes, TX, 78570, USA		2024-02-05 10:20:40	2024-02-07 08:11:58	STREET'S UNIT#3117 2010 VERMEER, BC 1000XL, WOOD CHIPPER DID NOT WANT TO STAY ON. IT HAD SOME PIECES OF WOOD STUCK UNDERNEATH, UNDER THE WHEEL WHERE IT CUTS THE BRUSH. A CROWBAR AND A PIPE WERE USED. 02/01/2024 JOE RODRIGUEZ.
125446	Fire Hydrant Repair	333 E 5th St, Mercedes, TX, 78570, USA		2024-02-05 11:01:19	2024-02-06 15:15:48	FIRE HYDRANT LEAKING FROM THE BOTTOM
126211	Fire Hydrant Repair	Orange St, Mercedes, TX, 78570, USA		2024-02-12 12:44:39	2024-02-13 09:30:08	OFFICER RODRIGUEZ CALLED TO REPORT A FIRE HYDRANT "EXPLODED" ON ORANGE ST. AND THE WATER IS GOING EVERYWHERE. CALLED ARI TO INFORM HIM OF THE EMERGENCY.
125595	Flush Fire Hydrant	Nuestra Clinica Del Valle, 1500 W 1st St, Mercedes, TX, 78570, USA		2024-02-06 10:24:07	2024-02-13 16:28:48	WATER COMING OUT BROWN
126970	Flush Fire Hydrant	634 S Washington Ave, Mercedes, TX, 78570, USA		2024-02-20 15:21:02	2024-02-21 08:50:24	WATER IS COMING OUT BROWN FROM HER FAUCETS, TOILET AND SHOWER. PLEASE CHECK IT OUT.
127563	Flush Fire Hydrant	171 Prosperity St, Mercedes, TX, 78570, USA		2024-02-26 14:51:35	2024-02-26 15:56:22	ON THIS ADDRESS EXIST A FIRE HYDRANTS, PLEASE GO AND CHECK IT IF IS WORKING PROPERLY

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4 127903	Flush Fire Hydrant	940 Nevada Ave, Mercedes, TX, 78570, USA		2024-02-28 11:50:17	2024-02-28 17:02:28	CLAIMING TO HAVE ROCKS, CLAY OR DIRT COMING OUT OF HER WATER FAUCETS. CALLED AND PLUMBER AND THEY SAID FOR HER TO CONTACT THE CITY WITH THE ISSUE.
1 125138	Inlet Maintenance	1723 Valencia St, Mercedes, TX, 78570, USA		2024-02-02 09:32:18		REPORTING THAT THE STORM DRAINS, INLETS, ARE CLOGGED OR BLOCKED BY DEBRI. HE WOULD LIKE FOR THEM TO BE CLEANED AND FREE OF CLUTTER TO ENSURE PROPER FLOW OF WATER DURING ANY HEAVY RAIN FALL.
1 128079	INSTALL CLEAN OUT	2314 N Base Line Rd, Mercedes, TX, 78570, USA		2024-02-29 15:09:07		ON THE MORNING OF THURSDAY 02/29/2024 THE PARKS CREW WAS CUTTING THE GRASS AT THE PUBLIC WORKS GROUNDS. ONE OF THE ZERO TURNS RAN OVER THE CLEAN OUT BY THE WAREHOUSE NEAR THE MECHANIC BAY. SEE PICTURE ATTACHED FOR REFERENCE. NEEDS TO BE REPAIRED/FIXED
1 125013	Locate Water & Sewer //Tap	8015-8999 Mille 2 1/2 E, Mercedes, TX, 78570, USA		2024-02-01 14:07:05	2024-02-14 15:12:54	HIDALGO COUNTY DRAINAGE DISTRICT # 1
2 125046	Locate Water & Sewer //Tap	423 N Vermont Ave, Mercedes, TX, 78570, USA		2024-02-01 15:42:19	2024-02-02 10:44:48	TEXAS GAS SERVICE
3 125428	Locate Water & Sewer //Tap	700N FM-491, Mercedes, TX, 78570, USA		2024-02-05 10:35:29	2024-02-05 11:31:56	EMERGENCY LOCATE FOR AEP. 700 N FM 491 ASSIGNED TO J.J. 10:35AM.
4 126214	Locate Water & Sewer //Tap	1108 Valle Verde Dr, Mercedes, TX, 78570, USA		2024-02-12 12:46:18	2024-02-15 08:31:06	PLEASE LOCATE WATER AND SEWER LINES.
5 126721	Locate Water & Sewer //Tap	2131 Garcia Grv, Mercedes, TX, 78570, USA		2024-02-16 13:04:53	2024-02-21 13:26:32	This location is at Heidelberg Sub-division (Mile 9 North and Mile 2 East). Customer needs to know if there is a sewer tap; if it is there, please mark it. Customer: Victor Manuel Lozoya Jr. (956) 351-3614
6 127025	Locate Water & Sewer //Tap	4460 Pedro Martinez St, Mercedes, TX, 78570, USA		2024-02-21 09:57:26	2024-02-21 11:02:46	EDGAR EUGENIO BANUELOS
7 127249	Locate Water & Sewer //Tap	116 W Mellon Park Dr, Mercedes, TX, 78570, USA		2024-02-22 16:42:42	2024-02-26 14:43:10	Please mark water sewer lines. See attached photos for reference
8 127252	Locate Water & Sewer //Tap	Mille 2 1/2 E, Mercedes, TX, 78570, USA		2024-02-22 16:49:06	2024-02-27 13:26:35	PLEASE LOCATE WATER SEWER LINES
9 127288	Locate Water & Sewer //Tap	110 James Dr, Mercedes, TX, 78570, USA		2024-02-23 09:04:21	2024-02-26 14:40:44	TEXAS GAS SERVICE
10 127290	Locate Water & Sewer //Tap	550 Frances Ave, Mercedes, TX, 78570, USA		2024-02-23 09:20:13	2024-02-26 16:19:24	TEXAS GAS SERVICE

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ID	Category	Address	Request	Created	Closed	Details
11 127557	Locate Water & Sewer /Tap	813 Chacoma Rd SW, Deming, NM, 88030, USA		2024-02-26 14:47:36	2024-02-26 15:24:47	THIS IS THE CORRECT ADDRESS: 813 CHACOMA PLEACE, MERCEDES TX. 78570 PLEASE GO TO THIS ADDRESS AND CHECK IF THERE ARE WATER AND SEWER TAPS.
12 127734	Locate Water & Sewer /Tap	631-775 S Mile 2 1/2 Rd W, Mercedes, TX, 78570, USA		2024-02-27 11:43:48	2024-02-27 16:03:54	The property is the one label 7.589 acres. The property is outside the city limit. Mr. Ramirez just wants to know how close the sewer and water line to that property. SEE ATTACHED PHOTO FOR REFERENCE
1 124963	/ WATER PRESSURE / NO WA	724 S Georgia Ave, Mercedes, TX, 78570, USA		2024-02-01 10:35:28	2024-02-01 14:20:21	LOW WATER PRESSURE RESIDENT: RICARDO GONZALEZ CONTACT: 956-472-3526
2 125784	/ WATER PRESSURE / NO WA	1025 S Virginia Ave, Mercedes, TX, 78570, USA		2024-02-07 12:10:11	2024-02-08 09:40:16	HAS LOW WATER PRESSURE AND WANTS THE CITY TO HELP AND CHECK. PLEASE CALL HIM IT'S BEEN ABOUT 2 WEEKS WITH THE ISSUE.
3 126330	/ WATER PRESSURE / NO WA	138 N Indiana Ave, Mercedes, TX, 78570, USA		2024-02-13 11:23:30	2024-02-13 13:38:56	RESIDENT CALLED TO REPORT NO WATER AT HER PLACE. PLEASE CHECK IT OUT.
4 126730	/ WATER PRESSURE / NO WA	193 Las Palmas Dr Mercedes, TX 78570, USA	16027306	2024-02-16 14:10:32	2024-02-16 15:34:08	Resident is reporting low to no water pressure.
5 126955	/ WATER PRESSURE / NO WA	Med High Dr, Mercedes, TX, 78570, USA		2024-02-20 14:46:01	2024-02-20 15:17:38	GOT A CALL FROM JOE PEDRAZA THAT THE TRAVELING METER COULD NOT BE HOOKED UP DUE TO NO WATER.
6 127031	/ WATER PRESSURE / NO WA	1909 Sabal Palm Dr, Mercedes, TX, 78570, USA		2024-02-21 10:13:46	2024-02-21 10:13:46	STANDBY CREW: J.J., PEDRO UNIT#3124 NO WATER REPORTED. NO WATER DUE TO CLOSING WATER VALVES AT THE MILE 1 STRIPES AND MALL AREA WERE FIXING VALVES.
7 127184	/ WATER PRESSURE / NO WA	236 S Ohio Ave, Mercedes, TX, 78570, USA		2024-02-22 10:26:41	2024-02-22 10:52:23	REPORTING LOW WATER PRESSURE, AND TOILETS WON'T FLUSH AND FILL.
8 127876	/ WATER PRESSURE / NO WA	724 E 9th St, Mercedes, TX, 78570, USA		2024-02-28 09:50:23	2024-02-28 17:05:17	RESIDENT HAS LOW WATER PRESSURE PLEASE CHECK AND CONTACT RESIDENT
9 127932	/ WATER PRESSURE / NO WA	105 Lyon St, Mercedes, TX, 78570, USA		2024-02-28 13:54:25	2024-02-28 15:27:56	NO WATER COMING OUT OF HER FAUCET. WATER DEPARTMENT CONFIRMED A GOOD ACCOUNT IN GOOD STANDING. PLEASE CHECK IT OUT.

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125908	MANHOLE MAINTENANCE	333 E 5th St, Mercedes, TX, 78570, USA		2024-02-08 10:44:21		PARK SIDE ESTATES MOBILE HOME PARK. WANTS TO SEE IF THE CITY CAN CLEAN OR CLEAR OUT THE MANHOLES. HE SAYS THERE ARE ABOUT 15 MANHOLES WITHIN THE PARK BUT 4 OF THEM ARE CLOGGED AND BUILT UP WITH SEDIMENT. HE WANTS THE CITY TO FLUSH OR CLEAR THEM OUT TO AVOID SEWER ISSUES AND BACK UP FOR THE RESIDENTS AT THE MOBILE HOME PARK. ALSO REQUESTED THAT YOU GIVE HIM A CALL SO HE CAN EXPLAIN HIS ISSUE OR GET A TIMELINE ON WHEN IT CAN BE DONE AND COMPLETED.
126662	MANHOLE MAINTENANCE	7322-7748 Eb Frontage Rd, Mercedes, TX, 78570, USA		2024-02-16 08:25:12	2024-02-16 08:33:21	Done: 2/16/2024 Exposed And Lifted up manhole Used: (8)- 42" plastic rings (1)- 42" manhole cover Art. Edi. Ramon
127687	MANHOLE MAINTENANCE	Mile 2 E & Rebel Dr, Mercedes, TX, 78570, USA		2024-02-27 09:02:21		LALO RAMIREZ WITH QUINTANILLA ASSOCIATES NEW SUBDIVISION GOING UP AND THEY NEED TO SEE IF THEY CAN FIND A MANHOLE THAT MIGHT BE UNDER ASPHALT AND NEED HELP ON LOCATION OF SAID MANHOLE. PLEASE CALL HIM TO SET UP THE APPOINTMENT TO MEET HIM OR HIS CREW AT THE LOCATION.
125302	OPEN/CLOSE METER	156 N Washington Ave, Mercedes, TX, 78570, USA		2024-02-02 13:17:12	2024-02-05 08:26:36	TURNED OFF THE METER TO FIX A PLUMBING ISSUE AND NOW THE METER DOES NOT WANT TO TURN TO OPEN THE VALVE.
126564	OPEN/CLOSE METER	5001 E Expressway 83, Mercedes, TX, 78570, USA		2024-02-15 11:12:12	2024-02-21 08:19:58	RIO GRANDE VALLEY PREMIUM OUTLETS ON EAST OF SIDE OF PROPERTY BEHIND BUILDING #4 REQUESTING HELP TO TURN OFF THE METER OR VALVE SO THAT THEY CAN DO A SPRINKLER REPAIR AT ONE OF THE BUSINESSES. PLEASE CALL SANDRA.
127186	OPEN/CLOSE METER	409 Loretta Ave, Mercedes, TX, 78570, USA		2024-02-22 10:34:53	2024-02-22 10:34:53	STANDBY CREW: J.J., PEDRO UNIT#3124 METER WAS CLOSED DUE TO NON PAYMENT CUSTOMER PAID AT 5:30PM OPENED THE WATER METER AT THIS LOCATION.
127287	OPEN/CLOSE METER	3905 Cheyenne Dr, Mercedes, TX, 78570, USA		2024-02-23 08:58:25	2024-02-23 08:58:32	STANDBY CREW: J.J., PEDRO UNIT#3124 OPEN A CLOSED WATER METER GRINDER TO CUT THE PIN.

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ID	Category	Address	Request	Created	Closed	Details
127437	OPEN/CLOSE METER	1518 S Missouri Ave, Mercedes, TX, 78570, USA		2024-02-26 10:10:38	2024-02-26 10:10:38	Standby crew: Ari, Zeke, Leo Done: 2/24/2024 Unit:3125 Open meter spoke with resident she has a leak on her side but wanted it open
127552	OPEN/CLOSE METER	713 N Texas Ave, Mercedes, TX, 78570, USA		2024-02-26 14:43:28	2024-02-26 14:54:19	PLEASE GO TO THIS ADDRESS AND CUT THE BARREL LOCK AND LEAVE THE WATER METER CLOSE
124954	PARK MAINTENANCE	401-599 Frances Ave, Mercedes, TX, 78570, USA		2024-02-01 10:04:04	2024-02-02 08:49:05	EZ TOOK COLD MIX TO PATCH POTHOLES AT BASEBALL FIELD PARKING LOT SO IT CAN BE READY WHEN WE GO STRIPE PARKING LOT AREA.
125774	PARK MAINTENANCE	520 E 2nd St, Mercedes, TX, 78570, USA		2024-02-07 11:40:43	2024-02-07 14:29:10	CREW HELPED JANET SCHOEFIELD FROM KMB CLEAN WEEDES AND DEBRI AROUND GARDEN AREA.
127220	PARK MAINTENANCE	601-799 Mathes Ave, Mercedes, TX, 78570, USA		2024-02-22 13:12:39	2024-02-22 13:14:06	EZ TOOK SWEEPER TO SWEEP PARKING LOTS TO PREP FOR PARKING LOT STRIPING.
127277	PARK MAINTENANCE	401-599 Frances Ave, Mercedes, TX, 78570, USA		2024-02-23 08:27:34	2024-02-23 08:27:47	EZ AND MICHAEL STARTED PAINTING PARKING LOT LINES AT COLLIER PARK.
127279	PARK MAINTENANCE	945-999 Garza Ave, Mercedes, TX, 78570, USA		2024-02-23 08:30:15	2024-02-26 09:17:53	EZ CONTINUED STRIPING PARKING LOT ON 10TH STREET BY BASEBALL FIELDS.
126938	Park Trash Pick Up	520 E 2nd St, Mercedes, TX, 78570, USA		2024-02-20 14:02:42	2024-02-20 14:02:50	CREW WENT TO CLEAN RESTROOMS AND TRASH AT CIVIC CENTER PARK.
127607	Park Trash Pick Up	520 E 2nd St, Mercedes, TX, 78570, USA		2024-02-26 15:26:24	2024-02-26 15:26:32	isaia's went to clean outdoor restrooms and trash at civic center.
125423	Parks Restroom Clean Up	520 E 2nd St, Mercedes, TX, 78570, USA		2024-02-05 10:26:35	2024-02-05 10:26:41	PARKS CREW WENT TO CLEAN RESTROOMS AND TRASH AT CIVIC CENTER PARK.
125772	Parks Restroom Clean Up	520 E 2nd St, Mercedes, TX, 78570, USA		2024-02-07 11:37:39	2024-02-07 11:38:22	CREW WENT OUT TO CLEAN RESTROOMS. THEY ALSO CLEANED TOILETS AND SINKS WITH ACID TO REMOVE GRIME AND RUST.
125934	Parks Restroom Clean Up	520 E 2nd St, Mercedes, TX, 78570, USA		2024-02-08 13:22:34	2024-02-08 13:22:42	isaia's and michael washed outdoor restrooms at Civic Center to take off spider webs and dust off of walls.
126195	Parks Restroom Clean Up	520 E 2nd St, Mercedes, TX, 78570, USA		2024-02-12 11:02:35	2024-02-12 11:02:43	CREW WENT TO CLEAN RESTROOMS AND TRASH AT CIVIC CENTER PARK.
126215	Parks Restroom Clean Up	401-599 Frances Ave, Mercedes, TX, 78570, USA		2024-02-12 12:46:22	2024-02-12 12:46:30	PARKS CREW WENT TO CLEAN RESTROOMS AND PICK UP TRASH AROUND PARK.
126358	Parks Restroom Clean Up	520 E 2nd St, Mercedes, TX, 78570, USA		2024-02-13 14:08:45	2024-02-13 14:08:59	EZ WENT TO CLEAN TRASH AND RESTROOMS AT CIVIC CENTER PARK.
126462	Parks Restroom Clean Up	520 E 2nd St, Mercedes, TX, 78570, USA		2024-02-14 12:09:52	2024-02-14 12:10:02	CREW WENT TO CLEAN RESTROOMS AND TRASH AT CIVIC CENTER
126546	Parks Restroom Clean Up	520 E 2nd St, Mercedes, TX, 78570, USA		2024-02-15 08:52:46	2024-02-15 08:52:52	CREW WENT TO CLEAN RESTROOMS AT CIVIC CENTER.
126724	Parks Restroom Clean Up	520 E 2nd St, Mercedes, TX, 78570, USA		2024-02-16 13:39:34	2024-02-16 13:39:59	CREW WENT TO CLEAN RESTROOMS AND INSTALL NEW PAPER TOWEL DISPENSER.
127107	Parks Restroom Clean Up	520 E 2nd St, Mercedes, TX, 78570, USA		2024-02-21 15:06:38	2024-02-21 15:06:47	ez went to clean restrooms and trash at civic center.
127218	Parks Restroom Clean Up	520 E 2nd St, Mercedes, TX, 78570, USA		2024-02-22 13:10:00	2024-02-22 13:10:09	EZ WENT TO CLEAN RESTROOMS AT CIVIC CENTER.
127276	Parks Restroom Clean Up	520 E 2nd St, Mercedes, TX, 78570, USA		2024-02-23 08:23:46	2024-02-23 08:23:59	EZ WENT TO CLEAN RESTROOMS AT CIVIC CENTER.
126080	Parks Restroom Clean Up	301-399 S Chapman St, Mercedes, TX, 78570, USA		2024-02-29 15:09:54	2024-02-29 15:10:04	PARKS CREW WENT TO CLEAN OUTDOOR RESTROOMS AND PICK UP TRASH AROUND CIVIC CENTER PARK.
125425	Plumbing Repair	401-599 Frances Ave, Mercedes, TX, 78570, USA		2024-02-05 10:28:41	2024-02-05 16:24:32	EZ AND TONO WENT TO DO SOME PLUMBING REPAIRS AT LITTLE LEAGUE RESTROOMS(TOILETS/SURINALS)
126033	Plumbing Repair	520 E 2nd St, Mercedes, TX, 78570, USA		2024-02-09 08:26:12	2024-02-09 13:49:42	EZ WENT TO UNCLOG SINK DRAIN AT CIVIC CENTER.
126567	Plumbing Repair	401-599 Frances Ave, Mercedes, TX, 78570, USA		2024-02-15 11:24:42	2024-02-15 17:06:12	CREW WENT TO REPAIR WATER LEAK AT COLLIER PARK.
125318	Pot Hole Patching	Virginia Ave & W 10th St, Mercedes, TX, 78570, USA		2024-02-02 14:34:35	2024-02-12 14:47:28	REPORTING A LARGE POT HOLE ON THE CORNER OF VIRGINIA AND 10TH ST., STARTED OFF SMALL BUT WITH LOTS OF TRAFFIC THE HOLE HAS GOTTEN BIGGER. HE SAID HE HAS APARTMENTS IN THAT AREA AND GETS COMPLAINTS FROM THE TENANTS.

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125427	Pot Hole Patching	Beech Ave, Mercedes, TX, 78570, USA		2024-02-05 10:29:53	2024-02-05 10:29:53	<p>CALLED TO PLANNING DEPARTMENT TO COMPLAIN ABOUT THE POHOLES. EMAIL WAS SENT FROM DAISY.</p> <p>***CAPISALLO TERRACE PROJECT IS CURRENTLY GOING ON WHEN PROJECT IS COMPLETE THE STREETS DEPARTMENT WILL ADDRESS ALL STREET ISSUES.</p>
125548	Pot Hole Patching	I-2 W & N Vermont Ave, Mercedes, TX, 78570, USA		2024-02-05 16:15:41	2024-02-12 14:50:30	<p>GOING NORTH ON VERMONT, ON THE RIGHT SIDE UNDER THE OVERPASS THERE IS A POT HOLE THAT IS NEEDING TO BE FILLED. CALL MR. GONZALEZ IF YOU HAVE ANY QUESTIONS.</p>
127016	Pot Hole Patching	122-302 Dawson Rd, Mercedes, TX, 78570, USA		2024-02-21 09:39:02		POT HOLES ALL ALONG DAWSON. FROM OLD 83 TO FRONTAGE
127036	Pot Hole Patching	305 Mockingbird Ln, Mercedes, TX, 78570, USA		2024-02-21 10:28:09		REQUESTING FOR POT HOLES TO BE FILLED IN ON MOCKING BIRD LANE, MILE 1 1/2 FROM OLD 83 TO FRONTAGE.
127095	Pot Hole Patching	197 N Melton Park Dr, Mercedes, TX, 78570, USA		2024-02-21 14:17:24		SHE SAID REPAIRS OR WORK WAS DONE OVER A YEAR AGO IN FRONT OF HER DRIVE WAY AREA.
127286	Pot Hole Patching	W 10th St & S Washington Ave, Mercedes, TX, 78570, USA		2024-02-23 08:56:20	2024-02-23 08:57:23	<p>THE PATCH AND HOLE HAS GOTTEN WIDER AND DEEPER AND SHOULD LIKE FOR THE SUPERVISOR TO GO AND CHECK IT OUT REPAIR OR PATCH IT UP.</p> <p>large pothole in front of store</p>
128074	Pot Hole Patching	640 S Mile 2 W, Mercedes, TX, 78570, USA		2024-02-29 14:57:52		<p>I have a concern about the pothole in front of my house, which is 640 S Mile 2 W. The city did some work where the pothole is, and it wasn't covered properly. When an 18-wheeler hits it, it literally shakes my house. They don't follow the speed limit as it is on this road. There are so many 18-wheelers that pass by through here daily, which makes this loud shaking a common occurrence. I have plenty of video, and sound footage available if requested. I hope to hear back soon.</p>
125735	RELOCATE WATER METER	300 Anaquitas St, Mercedes, TX, 78570, USA		2024-02-07 08:47:00	2024-02-07 15:18:37	RELOCATE WATER METER.
125910	RELOCATE WATER METER	Mile 1 E & Mile 8 N, Mercedes, TX, 78570, USA		2024-02-08 10:48:38	2024-02-14 16:11:09	<p>J.J., FERMIN, HECTOR ASSIGNED BY OSCAR.</p> <p>TO HELP INSTALL WATER METERS AT THE NEW SUBDIVISION.</p>
126566	RELOCATE WATER METER	Mile 1 E & Mile 8 N, Mercedes, TX, 78570, USA		2024-02-15 11:18:42	2024-02-21 15:18:12	<p>AS PER OSCAR, CONTINUE TO INSTALL WATER METERS FOR THE UPCOMING SUBDIVISION.</p> <p>10 ARE AVAILABLE AND READY FOR INSTALL.</p>
127429	Repair Meter	330 Industrial Park, Mercedes, TX, 78570, USA		2024-02-26 09:54:59	2024-02-26 14:34:51	Water leak at the meter

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1 125430	Replace Cut-Off	1437 S Georgia Ave, Mercedes, TX, 78570, USA		2024-02-05 10:37:37	2024-02-06 15:19:55	WATER DEPARTMENT REQUESTING NEED TO REPLACE CUTOFF, WATER PASSING THROUGH. PLEASE LOCK ONCE DONE.
2 126052	Replace Cut-Off	626 W 2nd St, Mercedes, TX, 78570, USA		2024-02-09 09:53:59	2024-02-13 09:38:09	MOYA'S BOXING GYM. REPLACE CUT-OFF DOESN'T HAVE EARS TO LOCK. W/O CONSOLE#: 010692
3 126335	Replace Cut-Off	138 N Indiana Ave, Mercedes, TX, 78570, USA		2024-02-13 11:46:46	2024-02-13 13:36:12	WATER DEPARTMENT WORK ORDER NEED TO REPLACE CUT-OFF
4 126678	Replace Cut-Off	634 S Washington Ave, Mercedes, TX, 78570, USA		2024-02-16 09:48:39	2024-02-20 10:33:54	NEED TO REPLACE CUTOFF INCODE WO/O10697
5 126936	Replace Cut-Off	536 Hidalgo St, Mercedes, TX, 78570, USA		2024-02-20 14:01:04	2024-02-20 16:36:39	WATER DEPARTMENT ASKING TO REPLACE CUT-OFF AND KEEP LOCKED FOR DELIQUENT
6 127099	Replace Cut-Off	514 S Colorado Ave, Mercedes, TX, 78570, USA		2024-02-21 14:44:40	2024-02-22 08:16:37	WATER DEPARTMENT REQUESTING: NEED TO REPLACE CUT-OFF/ANGLE STOP. IT DOES NOT CLOSE RIGHT.
7 127632	Replace Cut-Off	12782 Apache Dr, Mercedes, TX, 78570, USA		2024-02-26 16:35:42	2024-02-27 09:32:50	Water Department is requesting that you replace the cutoff. please see picture for reference
8 127633	Replace Cut-Off	3720 Campacuas Dr, Mercedes, TX, 78570, USA		2024-02-26 16:37:40		WATER DEPARTMENT IS REQUESTING THAT YOU REPLACE THE CUTOFF. PLEASE SEE PICTURE FOR REFERENCE.
1 125022	Sewer Line Collapse	836 Caroline Ave, Mercedes, TX, 78570, USA		2024-02-01 14:28:09		J.J., FERMIN, HECTOR AND CITY OF WESLACO 01/31/2024 UNIT#3124 SEWER STOP. 1 SMALL PORTABLE CAMERA IN THE MORNING. AT 2 PM USED A ROBOT CAMERA. THE SADDLE IS MOVED TO ONE SIDE. ONLY THE WATER CAN GO THROUGH. WE HAVE TO REPAIR IT. IT IS 11FEET DEEP. WILL GET WITH OSCAR GONZALEZ FOR PLAN OF ACTION.
2 126000	Sewer Line Collapse	3712 Campacuas Dr, Mercedes, TX, 78570, USA		2024-02-08 16:34:17	2024-02-15 09:33:41	SAYS SHE HAS A SEWER LINE THAT IS BUSTED AND IT LOOKS TO BE ON THE OUTSIDE OF THE PROPERTY. CAN YOU PLEASE CHECK THIS OUT AND LET HER KNOW IF IT IS THE CITY SIDE OR ON HER SIDE SO SHE CAN GET IT FIXED.
1 125384	SEWER MAINTENANCE	156 N Washington Ave, Mercedes, TX, 78570, USA		2024-02-05 08:20:36	2024-02-14 15:07:05	INSTALLED A SEWER LINE AT THE ADDRESS. THE SEWER LINE IS NOW UP TO CODE BUT SAYS THAT THE CITY NEEDS TO LOWER THE SEWER LINE 4 INCHES OR SO. SO THAT THEY CAN CONNECT THE LINES.
1 125320	SEWER SMELL	710 Heidrick Ave, Mercedes, TX, 78570, USA		2024-02-02 14:44:49	2024-02-05 09:45:45	SEWER SMELL IN THE ALLEY

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2 125731	SEWER SMELL	3577 Kickapoo Pl, Mercedes, TX, 78570, USA		2024-02-07 08:40:58	2024-02-07 10:27:47	WAS WALKING WITH HER KIDS AND NOTICED THE NEIGHBORS HOUSE HAS A STRONG SEWER SMELL AND YARD IS FULL OF WATER. MIGHT HAVE POSSIBLE LEAK SOMEWHERE.
3 127285	SEWER SMELL	12937 N Mile 1 1/2 E, Mercedes, TX, 78570, USA		2024-02-23 08:46:52	2024-02-23 14:25:56	CALLING TO REPORT THE CLEAN OUT MIGHT HAVE BEEN RAN OVER. THERE IS A BROKEN PIPE, STUFF IS COMING OUT AND HE THINKS IT'S THE SEWER
4 127455	SEWER SMELL	1807 Beech Ave Mercedes TX 78570, United States	16105635	2024-02-26 10:42:52	2024-02-26 14:52:19	customer reporting a sewer smell
1 124951	Sewer Stop	W 2nd St, Mercedes, TX, 78570, USA		2024-02-01 09:56:25	2024-02-02 10:50:01	SEWER COMING OUT OF THE MANHOLE BEHIND PIZZA HUT IN THE ALLEY
2 124975	Sewer Stop	948 S Vermont Ave, Mercedes, TX, 78570, USA		2024-02-01 11:39:08	2024-02-02 10:52:09	SEWER BACKING UP ALL INT THE ALLEY
3 124985	Sewer Stop	3605 Cheyenne Dr, Mercedes, TX, 78570, USA		2024-02-01 12:54:00	2024-02-02 10:51:20	STILL HAVING SEWER BACK UP ISSUES, AND CLEAN OUT IS OVER FLOWING AND WATER OR SEWEAGE IS STILL LEAKING FROM SOMEWHERE.
4 125047	Sewer Stop	Sackks Flower & Gifts, 310 S Texas Ave, Mercedes, TX, 78570, USA		2024-02-01 16:13:26	2024-02-02 10:52:59	SEWER IS CLOGGING UP. COMING OUT FROM THE ALLEY
5 125310	Sewer Stop	1324 S Washington Ave, Mercedes, TX, 78570, USA		2024-02-02 13:31:52	2024-02-05 09:48:05	SEWER LINE IS BACKING UP. PLUMBER ADVISED TO CALL THE CITY TO CHECK THE MAIN LINES. CALL CUSTOMER WHEN DONE. HE WANTS TO NOTIFY THE PLUMBER
6 125414	Sewer Stop	605 Gillman Ave, Mercedes, TX, 78570, USA		2024-02-05 10:07:25	2024-02-06 15:12:21	REPORTING THAT THE SEWER MIGHT BE CLOGGED ON THE CITY SIDE. PLEASE CHECK THE CLEAN OUT AND SEE IF THERE IS A BLOCKAGE.
7 125439	Sewer Stop	1041S Garza St, Mercedes, TX, 78570, USA		2024-02-05 10:59:17	2024-02-06 15:13:22	SEWER BACKING UP
8 125468	Sewer Stop	1041S Garza St, Mercedes, TX, 78570, USA		2024-02-05 12:04:44	2024-02-06 15:09:37	CALLED STANDBY ON SATURDAY AND SAID THAT THE SEWER CLEAN OUT IS FULL AND NEEDS TO BE CLEANED. IS CALLING TODAY BECAUSE THE PROBLEM IS STILL GOING ON.
9 125494	Sewer Stop	Chamber of Commerce, 320 S Ohio Ave, Mercedes, TX, 78570, USA		2024-02-05 13:31:41	2024-02-06 15:11:18	DONNA JACKSON FROM THE MERCEDES CHAMBER OF COMMERCE CALLED TO REPORT THAT THE SEWER IS BACKING UP IN THIER BUILDING.
10 125791	Sewer Stop	1316 Valle Verde Dr, Mercedes, TX, 78570, USA		2024-02-07 12:58:57	2024-02-08 09:36:28	PLUMBER SAID THE BACKUP IS ON THE CITY SIDE.
11 125792	Sewer Stop	731 N Missouri Ave, Mercedes, TX, 78570, USA		2024-02-07 13:00:21	2024-02-08 09:37:18	CALLED TO WATER DEPARTMENT TO REPORT THAT HE WAS HAVING PROBLEMS WITH THE SEWER. PLEASE CHECK IT OUT.

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125926	Sewer Stop	110 Matamoros Ave, Mercedes, TX, 78570, USA		2024-02-08 12:50:52	2024-02-09 11:25:43	HAVING PROBLEMS WITH THE DRAINS
126034	Sewer Stop	12627 Tejas Blvd, Mercedes, TX, 78570, USA		2024-02-09 08:27:16	2024-02-12 15:21:59	SEWER IS CLOGGED UP AND NOTHING IS GOING DOWN.
126063	Sewer Stop	522 E Liberty St, Mercedes, TX, 78570, USA		2024-02-09 10:22:02	2024-02-13 15:32:59	PLUMBER CHECKED THEIR LINES AND SAYS IT MIGHT BE CLOGGED UP ON THE CITY SIDE. PLEASE CHECK IT OUT.
126130	Sewer Stop	906 Garza St, Mercedes, TX, 78570, USA		2024-02-09 16:59:12	2024-02-14 09:21:37	SEWER IS BACKING UP AND THE BACK YARD IS OVER FLOWING WITH WATER OR SEWAGE.
126152	Sewer Stop	1425 Angus St, Mercedes, TX, 78570, USA		2024-02-12 08:04:57	2024-02-12 15:22:53	SEWER BACKING UP IN THE BACK
126449	Sewer Stop	717 Kansas St, Mercedes, TX, 78570, USA		2024-02-14 11:22:17	2024-02-14 13:48:02	SEWER FUMES IS VERY STRONG IN HOME AND SEWER IS BACKING UP. PLEASE CHECK AS SOON AS POSSIBLE.
126570	Sewer Stop	10203 W Mercedes Dr, Mercedes, TX, 78570, USA		2024-02-15 11:27:14	2024-02-21 11:20:51	SEWER IS BACKING UP. HAS TO CALL EVERY MONTH TO GET THE MAIN LINES CLEAN OUT IS COMPLAINING THAT THE SEWAGE IS ALL OVER HER BACK PORCH AND COMING OUT OF THE CLEAN OUTS.
126895	Sewer Stop	813 North St, Mercedes, TX, 78570, USA		2024-02-20 11:11:52	2024-02-20 11:11:52	STANDBY CREW: J.J., PEDRO UNIT#3124 AND UNIT#3130 & HOSE REPORTED SEWER BACKUP FLUSHED THE MAIN SEWER LINE. FLUSHED THE CLEAN OUT AND THEN WENT BACK TO FLUSH THE CITY SIDE CLEAN OUT.
126896	Sewer Stop	908 Garza St, Mercedes, TX, 78570, USA		2024-02-20 11:17:12	2024-02-20 11:56:39	STANDBY CREW: J.J., PEDRO UNIT#3124 AND UNIT#3130 SEWER STOP REPORTED. VACUUMED THE MAIN SEWER LINE.
126954	Sewer Stop	Garza Ave, Mercedes, TX, 78570, USA		2024-02-20 14:45:16	2024-02-20 15:13:08	IN THE ALLEY CREW # 1 NEEDED TO CLEAN OUT MANHOLE.
127027	Sewer Stop	236 Mille 2 1/2 W, Weslaco, TX, 78599, USA		2024-02-21 10:11:05	2024-02-21 10:11:05	STANDBY CREW: J.J., PEDRO UNIT#3130 AND UNIT#3124 VACUUMED THE MANHOLE.
127160	Sewer Stop	731 N Missouri Ave, Mercedes, TX, 78570, USA		2024-02-22 08:19:47	2024-02-29 15:48:57	Sewer is backing up and clogged again. Between Duval and Webb He has to go to work but call him for any questions.

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24 127926	Sewer Stop	414 Brooks St, Mercedes, TX, 78570, USA		2024-02-28 13:25:39	2024-02-28 17:45:52	SEWER IS BACKING UP AND THE SMELL IS REALLY BAD. PLEASE CHECK OUT.
1 125578	EVENTS- PREP-SHUTDOWN-4	520 E 2nd St, Mercedes, TX, 78570, USA		2024-02-06 09:04:17	2024-02-06 14:28:44	EZ WENT TO CLEAN CIVIC CENTER AND PUT NEW TOILET PAPER IN RESTROOMS IN PREPARATION FOR AN EVENT LATER TODAY. HE ALSO CLEANED OUTDOOR RESTROOMS.
2 126464	EVENTS- PREP-SHUTDOWN-4	1201-1299 N Vermont Ave, Mercedes, TX, 78570, USA		2024-02-14 12:11:27	2024-02-14 12:17:05	PARKS CREW ASSISTED IN FOOD DRIVE AT THE DOME. TEY ALSO CLEANED UP TRASH LEFT BEHIND.
1 126332	Speed Bump Request	1114 S Texas Ave, Mercedes, TX, 78570, USA		2024-02-13 11:31:41		PLEASE REMOVE SPEED BUMPS
2 128041	Speed Bump Request	400 S Virginia Ave, Mercedes, TX, 78570, USA		2024-02-29 11:48:38		400-500 BLOCK S. VIRGINIA
1 126213	tenance (BASEBALL FIELDS/S	401-599 Frances Ave, Mercedes, TX, 78570, USA		2024-02-12 12:45:18	2024-02-12 16:48:45	CREW IS SPREAD LOADS OF RD DIRT AT COLLIER PARK BASEBALL FIELD 1.
2 126359	tenance (BASEBALL FIELDS/S	601-799 Mathes Ave, Mercedes, TX, 78570, USA		2024-02-13 14:10:59	2024-02-13 14:11:13	PARKS CREW WENT TO CONTINUE SPREADING RED DIRT ON FIELD #2.
3 126622	tenance (BASEBALL FIELDS/S	601-799 Mathes Ave, Mercedes, TX, 78570, USA		2024-02-15 15:11:53	2024-02-15 15:12:49	CREW WORKED ON SPREADING DIRT AT FIELD 2 IN COLLIER PARK.
4 127915	tenance (BASEBALL FIELDS/S	637 Mathes Ave, Mercedes, TX, 78570, USA		2024-02-28 13:03:44	2024-02-28 14:16:29	BASEBALL FIELD #1 FENCE/DOOR IS DAMAGED.
5 127980	tenance (BASEBALL FIELDS/S	945-999 Garza Ave, Mercedes, TX, 78570, USA		2024-02-28 16:21:51	2024-02-28 16:22:00	ez went to spread dirt at field 4
1 124953	SPRAYING ROUND-UP	401-599 Frances Ave, Mercedes, TX, 78570, USA		2024-02-01 10:01:34	2024-02-02 08:47:24	CREW WENT TO SPRAY ROUND UP ALONG FENCE LINES AT BASEBALL FIELDS.
2 125581	SPRAYING ROUND-UP	1202 N Vermont Ave, Mercedes, TX, 78570, USA		2024-02-06 09:06:07	2024-02-06 14:28:26	CREW WENT TO SPRAY WEED KILLER ALONG WALKING TRAIL.
3 125701	SPRAYING ROUND-UP	458 Patricia St, Mercedes, TX, 78570, USA		2024-02-06 17:33:39	2024-02-06 17:35:49	Crew sprayed round up around fence line and playground area. They also trimmed trees at Saladino Park.
1 125424	STREET ISSUES	1508 Beech Ave, Mercedes, TX, 78570, USA		2024-02-05 10:27:19	2024-02-05 10:27:19	VEHICLE IS SLIDING ON SLUDGE. GROUND IS COLLAPSING IN FRONT OF THE HOUSE WHERE THE WATER SETTLES FROM THE WORK BEING DONE IN THAT AREA. ***CAPISALLO TERRACE PROJECT IS CURRENTLY GOING ON. WHEN PROJECT IS COMPLETE THE STREETS DEPARTMENT WILL ADDRESS ALL STREET ISSUES.
2 125426	STREET ISSUES	9242 Mile 2 1/2 E, Mercedes, TX, 78570, USA		2024-02-05 10:28:42	2024-02-05 10:28:42	MUDDY AND SLUDGE ALL ALONG THE STREET AND COMING FROM CAPISALLO TERRACE. ***CAPISALLO TERRACE PROJECT IS CURRENTLY GOING ON. WHEN PROJECT IS COMPLETE THE STREETS DEPARTMENT WILL ADDRESS ALL STREET ISSUES.

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3 125765	STREET ISSUES	4473 Pedro Martinez, Mercedes, TX, 78570, USA		2024-02-07 11:08:41		CURB IS BROKEN/ CRACKED BY THE MAIL BOX AREA PLEASE REPAIR.
1 125886	STREET PAVING	S Missouri Ave, Mercedes, TX, 78570, USA		2024-02-08 09:46:22	2024-02-08 09:46:22	UTILITIES- FERMIN S. MISSOURI PAVING PROJECT UNIT#3124 HOSE OFF THE STREET WITH WATER FROM THE VACTOR TRUCK FOR THE STREETS DEPARTMENT. UNIT#3130 AND A HOSE.
2 125887	STREET PAVING	S Missouri Ave, Mercedes, TX, 78570, USA		2024-02-08 09:46:45	2024-02-08 09:46:51	UTILITIES- FERMIN S. MISSOURI PAVING PROJECT UNIT#3124 HOSE OFF THE STREET WITH WATER FROM THE VACTOR TRUCK FOR THE STREETS DEPARTMENT. UNIT#3130 AND A HOSE.
3 125984	STREET PAVING	208 S Illinois St, Mercedes, TX, 78570, USA		2024-02-08 15:38:30		COLD MIX TO BE THROWN AT THE WATER PLANT ON ILLINOIS.
1 125054	Traffic Sign Replacement	Anacuitas St & Jones Ave, Mercedes, TX, 78570, USA		2024-02-01 16:50:03		STOP SIGN AND POLE NEED TO BE REPLACED
2 126487	Traffic Sign Replacement	N Mile 2 W & Mile 8 N, Mercedes, TX, 78570, USA		2024-02-14 14:06:30		HIDALGO COUNTY COMMISSIONER DAVID FUENTES OFFICE. CALLED TO REPORT A STOP SIGN DOWN AND THAT IT BELONGS TO THE CITY. OVERGROWN GRASS IN THAT AREA AND RESIDENT COULD NOT SEE THE STOP SIGN ON THE GROUND. IT IS ON THE EAST BOUND SIDE.
3 127417	Traffic Sign Replacement	Industrial Dr & S Mile 1 E, Mercedes, TX, 78570, USA		2024-02-26 08:51:42		DISPATCH: RODRIGUEZ CALLED TO REPORT A STOP SIGN THAT IS KNOCKED OVER. CORNER OF INDUSTRIAL AND MILE 1.
4 127433	Traffic Sign Replacement	Eb Frontage Rd & N Georgia Ave, Mercedes, TX, 78570, USA		2024-02-26 10:02:25		DISPATCH CALLED: RODRIGUEZ REPORTED THAT A SPEED LIMIT SIGN IS DOWN ON FRONTAGE AND NORTH GEORGIA AVE.
1 125004	Vehicle Maintenance (City Mechanic)	2314 N Base Line Rd, Mercedes, TX, 78570, USA		2024-02-01 13:27:23	2024-02-05 10:17:48	UTILITIES UNIT#323 FERMIN'S BACKHOE THE HANDLE TO THE BACK OF HTE BACKHOE DOES NOT INGAGE AND DISINGAGE. ONE OF THE BAK LIGHTS DOES NOT WANT TO TURN ON. SOMETIMES IT DOES, SOMETIMES IT DOESNT.
2 125132	Vehicle Maintenance (City Mechanic)	2314 N Base Line Rd, Mercedes, TX, 78570, USA		2024-02-02 09:19:25		UTILITIES UNIT#3124 NEEDS STROBE LIGHT REPLACEMENT TALKED WITH JOE AND HE SAID TO GET IT APPROVED WITH OSCAR AND THEN WE CAN DO A QUOTE AND ORDER AND INSTALL. NEEDS THE FRONT AND BACK FOR THE TRUCK.

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125416	Vehicle Maintenance (City Mechanic)	2314 N Base Line Rd, Mercedes, TX, 78570, USA		2024-02-05 10:09:49	2024-02-05 10:09:49	P.D. UNIT#516 2023 FORD F-150 WENT TO PICK UP A POLICE UNIT AT WESLACO FORD. 01/30/2024 JOE RODRIGUEZ
125418	Vehicle Maintenance (City Mechanic)	2314 N Base Line Rd, Mercedes, TX, 78570, USA		2024-02-05 10:11:45	2024-02-05 10:11:45	PW UNIT#3130 2020 FRIGHTLINER LICENSE#142-8769 MILEAGE 9535.7 MUD FLAP USE THE SAME ONE, JUST TURNED IT AROUND AND MAKE 4 NEW HOLES ON IT AND PUT IT BACK ON. AIR IMPACT A 9/10 SOCKET AND 8/10 WRENCH. 01/30/2024 JOE RODRIGUEZ
125419	Vehicle Maintenance (City Mechanic)	2314 N Base Line Rd, Mercedes, TX, 78570, USA		2024-02-05 10:14:07	2024-02-05 10:14:07	PW UNIT#113 DODGE RAM LICENSE#136-4463 MILEAGE 175972 DIDN'T WANT TO TURN ON WENT AND PUT THE JUMPER BOX AND TURNED IT ON. ONLY USED THE JUMPER BOX. 01/31/2024 JOE RODRIGUEZ
125420	Vehicle Maintenance (City Mechanic)	2314 N Base Line Rd, Mercedes, TX, 78570, USA		2024-02-05 10:15:53	2024-02-05 10:15:53	P.D. UNIT#516 2023 FORD F-150 MILEAGE 13335 OIL CHANGE. TOOK THE TRUCK TO WESLACO ED-PAYNE. 01/31/2024 JOE RODRIGUEZ
125828	Vehicle Maintenance (City Mechanic)	2314 N Base Line Rd, Mercedes, TX, 78570, USA		2024-02-07 15:28:38	2024-02-09 16:45:53	UNIT#P-04 NEEDS AN OIL CHANGE.
126127	Vehicle Maintenance (City Mechanic)	2314 N Base Line Rd, Mercedes, TX, 78570, USA		2024-02-09 16:41:34	2024-02-09 16:41:34	P.D. UNIT#502 2019 CHEVY TAHOE LICENSE#140-8235 MILEAGE #0131749 LEAKING COOLANT FROM RADIATOR RESERVOIR AND WATER HOSE. REPLACE THE RADIATOR RESERVOIR AND RADIATOR HOSE ALSO.
126129	Vehicle Maintenance (City Mechanic)	2314 N Base Line Rd, Mercedes, TX, 78570, USA		2024-02-09 16:44:45	2024-02-09 16:44:45	PARKS UNIT# 365 2008 FORD F-150 LICENSE#145-2885 MILEAGE # 217011.5 LEFT WINDOW BROKEN REMOVE THE PANEL FROM HTE DOOR AND REMOVE BROKEN WINDOW AND PUT THE NEW ONE ON. JOE RODRIGUEZ 02/05/2024

INTERNAL WORK ORDERS

FEBRUARY 2024

ID	Category	Address	Request	Created	Closed	Details
126261	Vehicle Maintenance (City Mechanic)	2314 N Base Line Rd, Mercedes, TX, 78570, USA		2024-02-12 15:31:44		UTILITIES UNIT#3130 VACTOR TRUCK BROKEN WATER PRESSURE GAGE NEED TO INSTALL WATER PRESSURE VALVE ON VACTOR TRUCK.
126578	Vehicle Maintenance (City Mechanic)	2314 N Base Line Rd, Mercedes, TX, 78570, USA		2024-02-15 11:46:01	2024-02-15 11:46:01	POLICE UNIT#501 2019 CHEVY TAHOE LICENSE#140-8234 MILEAGE 158338 LEAKING WATER TOOK THE OLD WATER PUMP OFF AND PUT THE NEW ONE ON. JOE RODRIGUEZ
126579	Vehicle Maintenance (City Mechanic)	2314 N Base Line Rd, Mercedes, TX, 78570, USA		2024-02-15 11:47:50	2024-02-15 11:47:50	ANIMAL CONTROL P.D. UNIT#214 2024 CHEVROLET SILVERADO MILEAGE 178 WANT NEW BOLTS TOOK OFF THE OLD ONES AND PUT NEW BOLTS. IN THE BACK OF THE CAGE. NEW BOLTS, NEW NUTS AND NEW WASHERS. JOE RODRIGUEZ
126581	Vehicle Maintenance (City Mechanic)	2314 N Base Line Rd, Mercedes, TX, 78570, USA		2024-02-15 11:50:31	2024-02-15 11:50:31	STREETS UNIT#333 2009 GMC WORK STAR LICENSE#140-8159 MILEAGE 102033 AIR BRAKES SYSTEM ARE NOT WORKING. WENT UNDER THE TRUCK, REMOVED THE OLD PURGE VALVE. AND PUT THE NEW ONE WITH THE CARTRIDGE ASM. JOE RODRIGUEZ
126672	Vehicle Maintenance (City Mechanic)	N Base Line Rd, Mercedes, TX, 78570, USA		2024-02-16 09:36:18		Unit: 3125 Need to replace wipers wipers are broken
126675	Vehicle Maintenance (City Mechanic)	2314 N Base Line Rd, Mercedes, TX, 78570, USA		2024-02-16 09:47:01		UNIT#364 NEEDS TO REPLACE BREAK PADS.
127173	Vehicle Maintenance (City Mechanic)	2314 N Baseline Rd, Mercedes, TX, 78570, USA		2024-02-22 09:26:22		Unit: 3125 Please check shocks need replacement
127722	Vehicle Maintenance (City Mechanic)	2314 N Base Line Rd, Mercedes, TX, 78570, USA		2024-02-27 11:08:56	2024-02-27 11:08:56	UTILITIES UNIT#323 2016 JOHN DEERE BACKHOE NEED TO REPLACE BUCKET TEETH HAD TO CUT WITH A GRINDER AND THE TORCH TO REMOVE THE TEETH FROM THE BUCKET. JOE RODRIGUEZ
127731	Vehicle Maintenance (City Mechanic)	2314 N Base Line Rd, Mercedes, TX, 78570, USA		2024-02-27 11:32:40	2024-02-27 11:32:40	STREETS UNIT#333 2010 INTERNATIONAL NAVISTAR LEAKING AIR REMOVED THE OLD GOVENER AND REPLACED IT WITH THE NEW ONE. ONE MODEL 2 TYPE GOVENER JOE RODRIGUEZ

INTERNAL WORK ORDERS

FEBRUARY 2024

ID	Category	Address	Request	Created	Closed	Details
127738	Vehicle Maintenance (City Mechanic)	2314 N Base Line Rd, Mercedes, TX, 78570, USA		2024-02-27 11:50:25	2024-02-27 11:50:25	STREET'S UNIT#P-04 2022 FORD RANGER LICENSE#143-3070 MILEAGE 28244 BAD BATTERY REPLACED WITH NEW BATTERY JOE RODRIGUEZ
127740	Vehicle Maintenance (City Mechanic)	2314 N Base Line Rd, Mercedes, TX, 78570, USA		2024-02-27 11:52:06	2024-02-27 11:52:06	P.D. UNIT#512 2023 FORD F-150 LICENSE#156-7682 MILEAGE 10554.88 OIL CHANGE TOOK IT TO WESLACO FORD. IS ON THE FLEET MAINTENANCE.
127741	Vehicle Maintenance (City Mechanic)	2314 N Base Line Rd, Mercedes, TX, 78570, USA		2024-02-27 11:54:42	2024-02-27 11:54:42	JOE RODRIGUEZ P.D. UNIT#503 2019 FORD F-150 LICENSE#142-3982 MILEAGE 82409 OIL CHANGE I DID AN OIL CHANGE OIL AND FILTER WERE USED.
127744	Vehicle Maintenance (City Mechanic)	2314 N Base Line Rd, Mercedes, TX, 78570, USA		2024-02-27 11:56:15	2024-02-27 11:56:15	JOE RODRIGUEZ P.D. UNIT#SG-10 2022 CHEVY TAHOE LICENSE#155-2794 MILEAGE 23037 BAD BRAKES AND ROTORS REPLACED BRAKES AND ROTORS FRONT AND BACK.
127745	Vehicle Maintenance (City Mechanic)	2314 N Base Line Rd, Mercedes, TX, 78570, USA		2024-02-27 11:57:48	2024-02-27 11:57:48	JOE RODRIGUEZ P.D. UNIT#SG-11 2023 FORD F-150 LICENSE#156-4286 MILEAGE 9503 OIL CHANGE PICKED UP THE TRUCK ON THE LEFT DRAIN THE OIL REPLACED OIL FILTER OIL AND FILTER WERE USED.
127924	Vehicle Maintenance (City Mechanic)	2314 N Base Line Rd, Mercedes, TX, 78570, USA		2024-02-28 13:23:21		UNIT# 3124 CHECKING WIRING THAT HOOKS UP TO THE TRAILER. LIGHTS ON TRAILERS DO NOT WORK PROPERLY WHEN NEEDED.
124921	Water Break Repair	344 Maryland Ave, Mercedes, TX, 78570, USA		2024-02-01 07:51:17	2024-02-29 15:04:28	ON THE LEVEE ACROSS THE STREET ON 344 S MARYLAND WATER IS LEAKING. RESIDENT HEARS WATER SOUNDS COMING OUT FROM SOMEWHERE AND IS COMING DOWN THE LEAVE.
125350	Water Break Repair	218 N Georgia Ave, Mercedes, TX, 78570, USA		2024-02-02 16:19:23	2024-03-06 09:56:00	ARI CALLED IN WATER BREAK. UNIT#3121 **** 218 N VIRGINIA *****

INTERNAL WORK ORDERS

FEBRUARY 2024

ID	Category	Address	Request	Created	Closed	Details
125470	Water Break Repair	12507 Tejas Blvd, Mercedes, TX, 78570, USA		2024-02-05 12:11:28	2024-02-06 15:14:11	A MAIN WATER PIPE LINE RUNS ACROSS HIS DRIVEWAY AREA AND THERE IS WATER LEAKING FROM THERE. HE HAS FILLED THE AREA IN WITH GRAVEL AND IT ALWAYS IS SOAKED AND WHEN IT RAINS IT WASHES THE GRAVEL AND DIRT AWAY. PLEASE CHECK OUT THE AREA AND GIVE HIM A CALL. HE WANTS TO EXPLAIN EXACTLY WHAT IS GOING ON.
125488	Water Break Repair	Texas Ave, Mercedes, TX, 78570, USA		2024-02-05 13:17:16	2024-02-06 15:23:58	WATER BREAK IN THE ALLEY ON TEXAS & OHIO BEHINDE THE FLOWER SHOP
125499	Water Break Repair	313 S Ohio Ave, Mercedes, TX, 78570, USA		2024-02-05 13:43:58	2024-02-14 15:23:59	THE "PERFORMANCE FOOD SERVICE"s DRIVER GO OVER THRU THE METER AND BROKE THE CUSTOMER'S SIDE. METER # 77128219 UNDER SCREEN PRINT AZAEL SIERRA FROM QUALITY WOODS 956-514-5551
125755	Water Break Repair	611 W 2nd St, Mercedes, TX, 78570, USA		2024-02-07 10:22:30	2024-02-09 15:46:25	REPORTING WATER LEAK BEHIND THE BUSINESS AREA. A FEW YEARS AGO THE CITY REPAIRED A LEAK IN THAT AREA AND HE SAYS IT IS SIMILIAR. ASSIGNED TO ARI AND CREW
126119	Water Break Repair	W 14th St & Turkey Trot St, Mercedes, TX, 78570, USA		2024-02-09 16:00:36	2024-02-13 13:53:27	LEFT SIDE OF THE STREET, PAST THE WIRED FENCE, PAST THE BLUE HOUSE AND THEN BETWEEN THE NEXT HOUSE. THERE IS A PUDDLE AND THE WATER PUDDLE HAS GOTTEN BIGGER AS THE DAY GOES BY.
126886	Water Break Repair	326 Duval St, Mercedes, TX, 78570, USA		2024-02-20 10:41:26	2024-02-20 10:41:26	STANDBY CREW: J.J., RAMON, UNIT#3124 REPLACED A METER COUPLING USED: 1 METER COUPLING.
126891	Water Break Repair	320 S Missouri Ave, Mercedes, TX, 78570, USA		2024-02-20 10:47:04	2024-02-20 10:47:34	STANDBY CREW: J.J., RAMON UNIT#3124 WATER BREAK WAS REPORTED AND IT WAS ON THE CUSTOMER'S SIDE.
126894	Water Break Repair	3809 Cenizo St, Mercedes, TX, 78570, USA		2024-02-20 11:07:13	2024-02-20 11:07:13	STANDBY CREW: J.J., RAMON unit#3124 WATER BREAK WAS REPORTED BUT IT IS ON CUSTOMER'S SIDE.
127106	Water Break Repair	1208 S Washington Ave, Mercedes, TX, 78570, USA		2024-02-21 15:03:56	2024-02-22 16:12:36	Ari reported a water break at this address.
127263	Water Break Repair	112 North St, Mercedes, TX, 78570, USA		2024-02-23 08:00:17	2024-02-23 13:52:16	CORNER OF ARMORY AND WASHINGTON WATER BREAK IN THE BACK BETWEEN TO THE APARTMENT BUILDINGS. STANDBY CREW AND P.D. DISPATCH WERE CALLED YESTERDAY AT 5:05PM
127442	Water Break Repair	12670 Apache Dr, Mercedes, TX, 78570, USA		2024-02-26 10:16:44	2024-02-26 13:35:58	CUSTOMER CALLED TO REPORT THAT A WATER LINE WAS HIT. BY THE WATER METER AREA.

INTERNAL WORK ORDERS

FEBRUARY 2024

ID	Category	Address	Request	Created	Closed	Details
14 127866	Water Break Repair	611 W 2nd St, Mercedes, TX, 78570, USA		2024-02-28 09:03:58	2024-02-28 15:34:11	AZAEEL SIERRA FROM QUALITY WOODS REPORTING A POSSIBLE WATER LEAK ON THE SIDE OF THE BUSINESS. CALL FOR MORE INFORMATION IF NEEDED
15 128075	Water Break Repair	933-999 Mile 8 N, Mercedes, TX, 78570, USA		2024-02-29 14:59:41	2024-02-29 14:59:38	Done: 2/29/2024 Unit: 3125, 333, 332, backhoe Repaired water main line used: (1)- 9.27 clamp 7 buckets of caliche Ari, Edi, Ramon, Isaac, Pedro, zeke, leo
16 128091	Water Break Repair	1003 N Indiana Ave, Mercedes, TX, 78570, USA		2024-02-29 15:32:26	2024-03-01 10:06:25	REPORTING THAT THERE IS A POSSIBLE WATER LEAK.
1 125916	WATER LEAK (METER)	1740 E Expressway 83, Mercedes, TX, 78570, USA		2024-02-08 11:35:55	2024-02-09 15:45:24	WATER LEAK AT THE METER
2 126557	WATER LEAK (METER)	1030 W 4th St, Mercedes, TX, 78570, USA		2024-02-15 10:27:08	2024-02-15 13:54:15	POSSIBLE WATER LEAK AT THE METER. SAW IT MONDAY AND THE BOX IS FILLING WITH WATER.
3 127012	WATER LEAK (METER)	645 S Ohio Ave, Mercedes, TX, 78570, USA		2024-02-21 09:33:04	2024-02-21 11:23:19	CUSTOMER CALLED TO REPORT A WATER LEAK AT THE METER.
4 127034	WATER LEAK (METER)	2415 Mile 6 N, Mercedes, TX, 78570, USA		2024-02-21 10:24:08	2024-02-21 10:24:06	Done: 2/21/2024 Unit: 3125 Resident's side is leaking left closed resident will open once done Ari, Edi, Ramon
5 127202	WATER LEAK (METER)	1400 W 2nd St, Mercedes, TX, 78570, USA		2024-02-22 11:41:28	2024-02-22 11:41:49	Done: 2/22/2024 Unit: 3125 Replaced leaking cut-off, covered, and locked it used: (1)- 3/4 Angle stop Cut-off Ari, Edi, Ramon
6 127343	WATER LEAK (METER)	1023 Heidrick Ave, Mercedes, TX, 78570, USA		2024-02-23 14:47:51	2024-02-23 16:20:04	WATER LEAKING AT THE METER. ELDER LADY WOULD LIKE FOR IT TO BE CHECKED OUT AS SOON AS POSSIBLE.
7 127444	WATER LEAK (METER)	236 S Ohio Ave, Mercedes, TX, 78570, USA		2024-02-26 10:21:38	2024-02-27 08:27:28	Standby crew: Ari, Zeke, Leo Done: 2/24/2024 Unit: 3125 Resident had leak on their side closed ball valve need to call plumber
8 127919	WATER LEAK (METER)	600 12th St, Mercedes, TX, 78570, USA		2024-02-28 13:12:04	2024-02-28 16:24:27	POSSIBLE WATER LEAK AT THE METER, THE PLUMBER SAYS THE METER WILL NOT SHUT ALL THE WAY WHITE BRICK HOUSE, METER IN THE ALLEY

EXTERNAL WORK ORDER
FEBRUARY 2024

Id	Status		Summary	Address	Description	Updated at local	Created at local	Acknowledged at local	Closed at local
	Acknowledged	In Progress							
16009831			Street Issue	101 Armony Rd Mercedes, TX 78570, USA	curb scraping	02/08/2024 - 02:46PM	02/08/2024 - 11:08AM	02/08/2024 - 02:46PM	
16045083			Manhole Maintenance	Mercedes TX, USA	Recently purchased land with messed up water shut off box	03/01/2024 - 08:42AM	02/12/2024 - 09:08PM	02/16/2024 - 02:13PM	
16057612			Street Issue	1514 N Mile 1 1/2 E Mercedes, TX 78570, USA	curb scraping	02/16/2024 - 02:15PM	02/16/2024 - 01:57PM	02/16/2024 - 02:15PM	
16105635			Sewer Issue	1807 Beech Ave Mercedes TX 78570, United States	Sewer smell	03/04/2024 - 04:16PM	02/23/2024 - 07:30PM	02/26/2024 - 10:43AM	03/04/2024 - 04:16PM

CITY OF MERCEDES
Budget vs Actual FY 2023-2024 (UNAUDITED)
As at 2/29/2024

01 GENERAL FUND

Budget Completed 41.67%				
REVENUES	Budget	YTD Actual	Budget Balance	% of Budget
Taxes	10,122,989	6,004,509	4,118,480	59.32%
Licenses & Permits	514,500	417,797	96,703	81.20%
Fines & Services	2,470,450	884,080	1,586,370	35.79%
Intergovernmental	17,400	2,825	14,575	16.24%
Miscellaneous	1,960,722	169,762	1,790,960	8.66%
	15,086,061	7,478,973	7,607,088	49.58%
EXPENDITURES				
Commission	34,900	15,234	19,666	43.65%
Exe. Adm	268,412	115,803	152,609	43.14%
Human Resources	68,879	27,313	41,566	39.65%
City Secretary	82,951	25,120	57,831	30.28%
Mun. Court	136,149	51,462	84,687	37.80%
Finance	244,809	101,271	143,538	41.37%
IT	512,459	197,813	314,646	38.60%
Planning	401,943	203,364	198,579	50.60%
Police	3,142,342	1,235,403	1,906,939	39.31%
Animal Control	99,452	19,830	79,622	19.94%
Fire	1,534,116	681,772	852,344	44.44%
PW	141,603	51,439	90,164	36.33%
Streets	955,671	235,572	720,099	24.65%
Build. Maint.	353,974	204,446	149,528	57.76%
Veh. Maint.	468,450	159,194	309,256	33.98%
Parks & Rec	523,402	172,899	350,503	33.03%
Rec. Center	76,534	13,976	62,558	18.26%
Library	515,436	215,256	300,180	41.76%
Projects	-	-	0	#DIV/0!
Sanitation	1,591,055	585,067	1,005,988	36.77%
Dome Shelter	289,694	95,866	193,828	33.09%
Non-Departmental	3,643,830	905,904	2,737,926	24.86%
	15,086,061	5,314,007	9,772,054	35.22%
Rev. Over/Under	-	2,164,966	(2,164,966)	

NOTE:

CITY OF MERCEDES
 Budget vs Actual FY 2023-2024 (UNAUDITED)
 As at 2/29/2024

02 UTILITY FUND

		Budget Completed 41.67%		
		YTD	Budget	% of
REVENUES	Budget	Actual	Balance	Budget
Water & Sewer Sales	6,068,760	2,054,138	4,014,622	33.85%
Fees & Penalties	529,150	225,261	303,889	42.57%
Miscellaneous	10,100	259,986	(249,886)	2574.12%
	6,608,010	2,539,386	4,068,624	38.43%
EXPENDITURES				
Information Tech	98,539	37,757	60,782	38.32%
Utility Billing	186,737	79,455	107,282	42.55%
Meter Readers	297,161	290,608	6,553	97.79%
W/S Field Crew	987,384	290,582	696,802	29.43%
W/S Treatment Plant	3,556,000	1,100,194	2,455,806	30.94%
Debt Service Int.	947,292	845,728	101,564	89.28%
Non-Departmental	534,897	91,482	443,415	17.10%
	6,608,010	2,735,807	3,872,203	41.40%
Revenue Over/Under	-	(196,421)	196,421	

NOTE: Meter Readers-Meters were purchased for new subdivisions.

CITY OF MERCEDES
 Budget vs Actual FY 2023-2024 (UNAUDITED)
 As at 2/29/2024

15 INTEREST & SINKING FUND

Budget Completed 41.67%				
REVENUES	Budget	YTD Actual	Budget Balance	% of Budget
Property Taxes	2,328,143	1,983,840	344,303	85.21%
Intergovernmental	-	-	-	0.00%
Miscellaneous	15,000	20,964	(5,964)	139.76%
	2,343,143	2,004,803	338,340	85.56%
EXPENDITURES				
Debt Service	2,343,143	1,974,323	368,820	84.26%
	2,343,143	1,974,323	368,820	84.26%
Revenue Over/Under	-	30,481	(30,481)	

NOTE:

16 HOTEL/MOTEL FUND

Budget Completed 41.67%				
REVENUES	Budget	YTD Actual	Budget Balance	% of Budget
Taxes	150,000	56,761	93,239	37.84%
Reserves/Misc.	36,500	11,674	24,826	31.98%
	186,500	68,435	118,065	36.69%
EXPENDITURES				
Advertisement	109,100	16,550	92,550	15.17%
Historic Preservation	50,000	10,000	40,000	20.00%
Arts Promotion	12,900	-	12,900	0.00%
Signage	14,500	-	14,500	0.00%
Bank/Credit Card Fees	-	-	0	#DIV/0!
	186,500	26,550	159,950	14.24%
Revenue Over/Under	-	41,885	(41,885)	

NOTE:

CITY OF MERCEDES

Budget vs Actual FY 2023-2024 (UNAUDITED)

As at 2/29/2024

43 43-Series 2018 CO

REVENUES	Budget	JTD Actual	Budget Balance
Bond Revenue	9,991,085	9,991,085	-
Interest Income	134,046	134,046	(0)
Miscellaneous	34,602	34,602	-
	10,159,733	10,159,733	(0)
EXPENDITURES			99.48%
Ambulance Services	519,644	519,644	-
PD Vehicles	534,243	534,243	-
PW Vehicles	670,119	670,119	-
Rescue Vehicles	33,165	33,165	-
Drainage Improv.	513,612	461,310	52,302
Sewer Improv.	1,484,309	1,484,309	-
Lift Station Improv.	1,352,229	1,352,229	-
Street Overlays	3,460,085	3,460,085	-
Street Improvements	104,946	104,946	-
Water Improv.	1,281,911	1,281,911	-
Non-Departmental	201,218	201,218	-
	10,155,480	10,103,178	52,302
Revenue Over/Under	4,253	56,555	(52,302)

NOTE: This fund is reported as Job to Date.

CITY OF MERCEDES
Budget vs Actual FY 2023-2024 (UNAUDITED)
As at 2/29/2024

46 EMS FUND

		Budget Completed 41.67%		
REVENUES	Budget	YTD Actual	Budget Balance	% of Budget
EMS Service Fees	600,000	177,104	422,896	29.52%
Intergovernmental	120,000	(7,514)	127,514	-6.26%
Misc	-	6,316	(6,316)	#DIV/0!
	720,000	175,906	544,094	24.43%
EXPENDITURES				
Personnel Costs	125,836	42,403	83,433	33.70%
Contractual Sev. & Other	187,300	90,211	97,089	48.16%
Maintenance	51,864	19,794	32,070	38.17%
Supplies	117,000	40,136	76,864	34.30%
Paramedic Course	70,000	30,988	39,012	44.27%
Capital Outlay	18,000	-	18,000	0.00%
Non-Departmental	150,000	53,482	96,518	35.65%
	720,000	277,015	442,985	38.47%
Revenue Over/Under	-	(101,109)	101,109	

NOTE:

51 AMERICAN RESCUE PLAN

REVENUES	Budget	JTD Actual	Budget Balance
Intergovernmental	4,118,303	3,089,198	1,029,106
Interest Earned	154,164	154,164	-
Miscellaneous	38,931	38,931	-
	4,311,399	3,282,293	1,029,106
EXPENDITURES			
Contractual Services	123,427	123,427	-
Drainage Improvements	563,000	53,760	509,240
Water Rate Study	37,725	37,725	-
Impact Fee Study	31,500	9,450	22,050
TCEQ Comp. Self Audit	49,250	21,591	27,659
Revenue Loss	1,000,000	1,000,000	-
PD Renovation	700,010	700,010	0
Mile 1 East	236,703	236,703	-
Utility Improvements	1,541,081	1,099,627	441,453
Other Improvements	28,703	-	28,703
	4,311,399	3,282,293	1,029,106
Revenue Over/Under	(0)	0	(0)

NOTE: This fund is reported as Job to Date.

CITY OF MERCEDES
Budget vs Actual FY 2023-2024 (UNAUDITED)
As at 2/29/2024

52 SERIES 2021 CO

REVENUES	Budget	JTD Actual	Budget Balance
Bond Revenue-Other Financ	8,250,000	8,250,000	-
Interest Income	367,052	367,052	-
Miscellaneous	350,982	350,982	-
	8,968,034	8,968,034	-
EXPENDITURES			73.84%
EMS/FIRE Equipment	789,240	789,240	-
PD Renovation	2,990,000	2,819,503	170,497
PD Equipment	28,596	26,233	2,363
PW Equipment	1,296,947	1,099,830	197,117
Planning Vehicles	91,108	91,108	-
Library	25,254	25,254	-
Other Equipment	-	-	-
Build. Improvements	77,041	77,041	-
Water/Sewer Utility Improv.	2,279,677	433,073	1,846,604
Lift Station Improv.	493,826	493,826	-
Street Improvements	400,620	400,620	-
Drainage Imprprov.	194,045	194,045	-
Other Infrastructure Imp	129,869	-	129,869
Non-Departamental	171,813	171,813	-
	8,968,034	6,621,584	2,346,450
Revenue Over/Under	0	2,346,450	(2,346,450)

NOTE: This fund is reported as Job to Date.

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

FY 2022-2023								
Recvd	Period	State Comptroller	EDC (25%)	Outlet Mall	Mth % Inc/Dec	City (75%)	Outlet Mall	Mth % Inc/Dec
Oct	Aug	664,414.83	123,909.52	42,194.19	0.39%	456,644.45	41,666.67	-0.36%
Nov	Sept	616,158.09	119,350.90	34,688.62	-3.68%	420,451.90	41,666.67	-7.93%
Dec	Oct	565,272.27	108,481.38	32,836.69	-9.11%	382,287.54	41,666.66	-9.08%
Jan	Nov	745,641.02	130,152.48	56,257.78	19.98%	517,564.10	41,666.67	35.39%
Feb	Dec	1,049,157.09	178,300.34	83,988.93	36.99%	745,201.15	41,666.67	43.98%
Mar	Jan	564,062.91	111,994.65	29,021.08	-37.19%	381,380.52	41,666.66	-48.82%
		4,204,706.21	772,189.27	278,987.29	3.16%	2,903,529.66	250,000.00	11.20%

FY 2023-2024								
State Comptroller	EDC (25%)	Outlet Mall	Mth % Inc/Dec	City (75%)	Outlet Mall	Mth % Inc/Dec		
737,168.13	140,625.26	43,666.77	-1.65%	511,209.43	41,666.67	-4.98%		
671,741.73	132,450.69	35,484.74	-5.81%	462,139.63	41,666.67	-9.60%		
658,279.45	130,991.12	33,578.74	-1.10%	452,042.93	41,666.66	-2.18%		
950,403.38	174,621.61	62,979.24	33.31%	671,135.87	41,666.67	48.47%		
1,233,256.76	215,140.69	93,173.50	23.20%	883,275.90	41,666.67	31.61%		
672,702.52	133,524.29	34,651.34	-37.94%	462,860.23	41,666.66	-47.60%		
4,923,551.97	927,353.66	303,534.33	20.09%	3,442,663.99	250,000.00	18.57%		

NOTE:

Yearly Total Sales Tax Comparison

	2022-2023	2023-2024	Yr % Inc/Dec
Oct	664,414.83	737,168.13	10.95%
Nov	616,158.09	671,741.73	9.02%
Dec	565,272.27	658,279.45	16.45%
Jan	745,641.02	950,403.38	27.46%
Feb	1,049,157.09	1,233,256.76	17.55%
Mar	564,062.91	672,702.52	19.26%
	4,204,706.21	4,923,551.97	17.10%

Yearly City Sales Tax Comparison

	2022-2023	2023-2024	Yr % Inc/Dec
Oct	498,311.12	552,876.10	10.95%
Nov	462,118.57	503,806.30	9.02%
Dec	423,954.20	493,709.59	16.45%
Jan	559,230.77	712,802.54	27.46%
Feb	786,867.82	924,942.57	17.55%
Mar	423,047.18	504,526.89	19.26%
	3,153,529.66	3,692,663.99	17.10%

BUDGET 5,173,800

% OF BUDGET 33.86%

TO EDC 1,724,600

Total Projection **6,898,400**

FY 23-24
Gain/(Loss) 718,846

FY 23-24
Gain/(Loss) 539,134

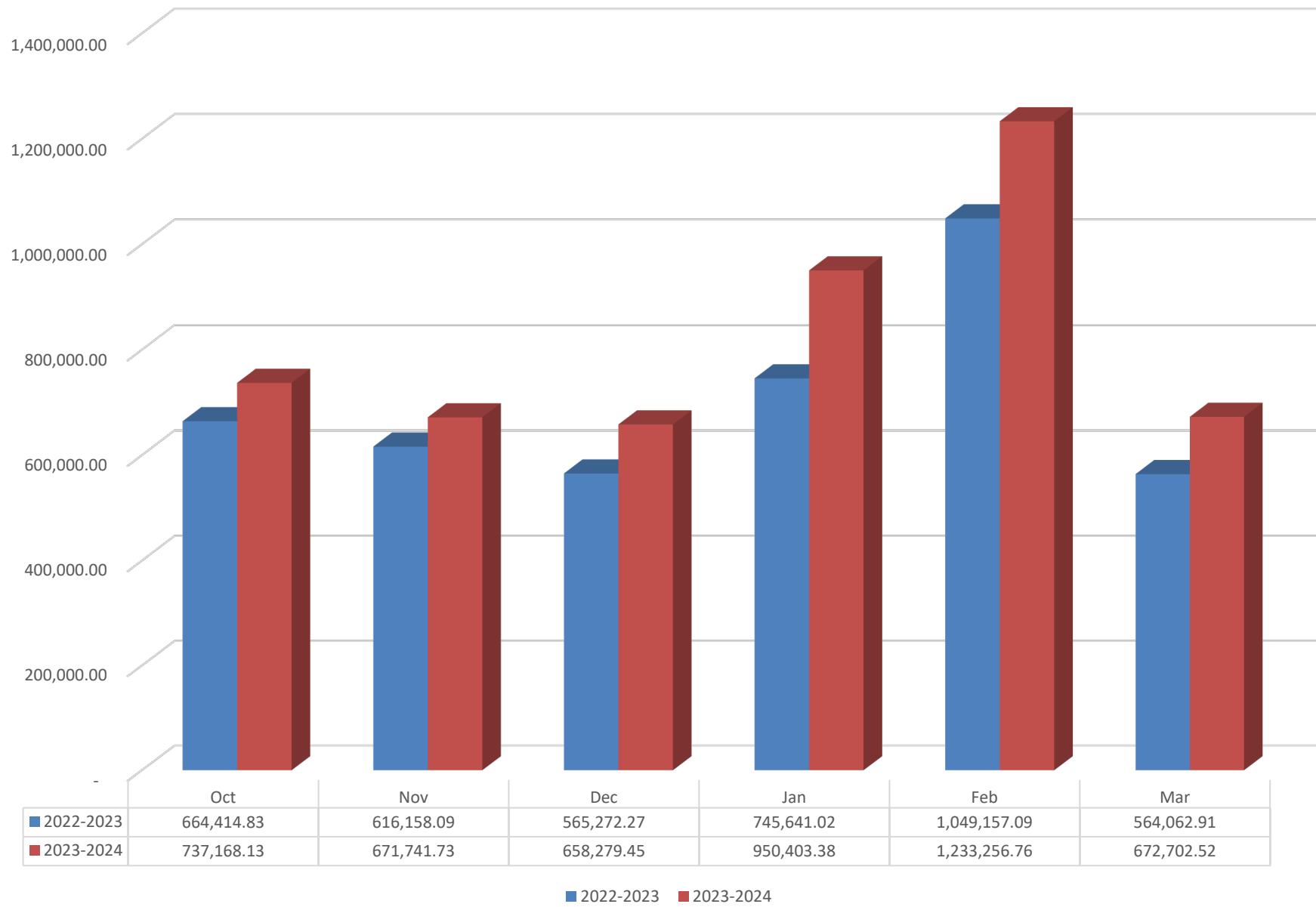
Note: Mth % Inc /Dec compared to prior month.

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

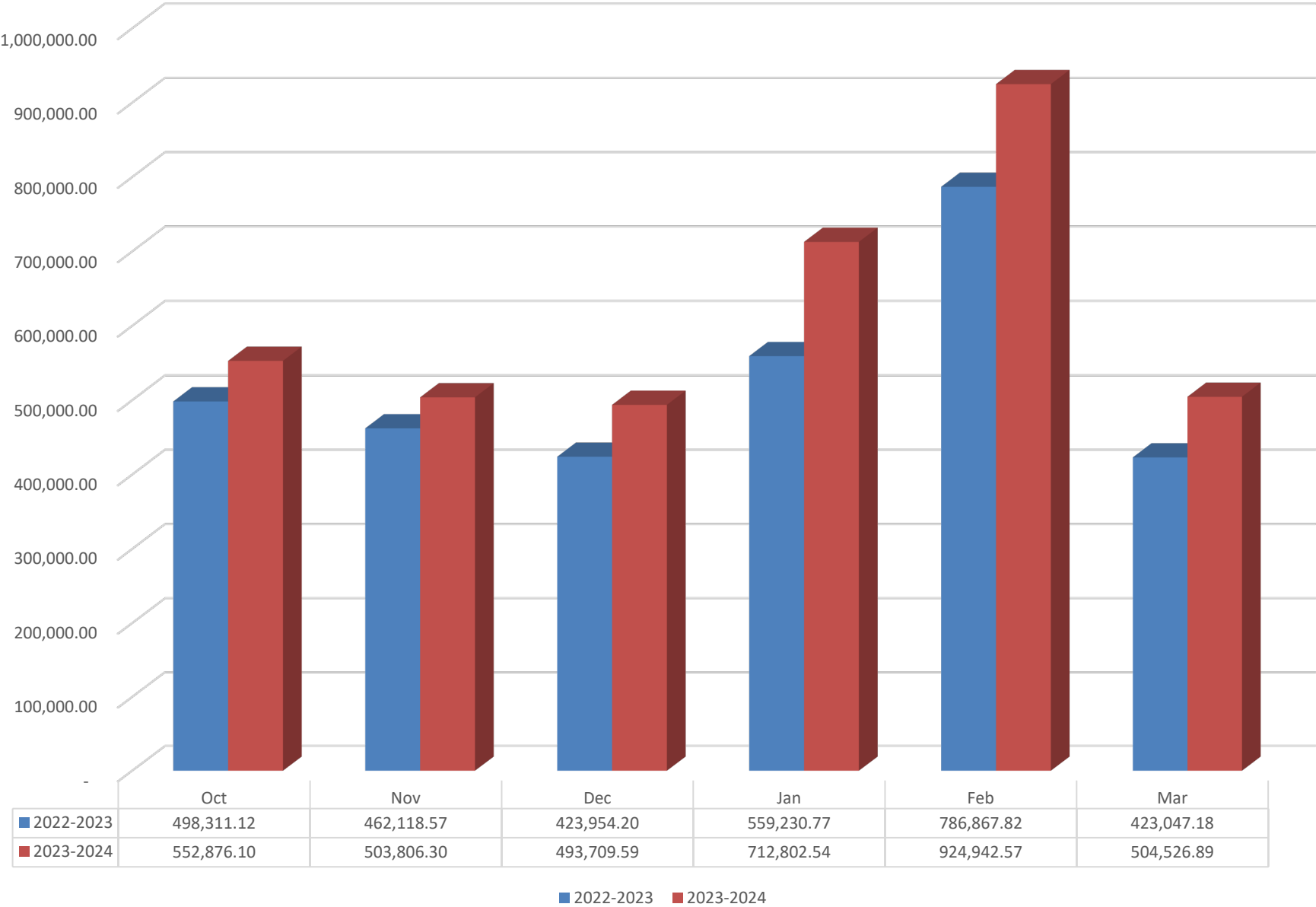
Note: Revenue generated 2 months prior receipt. Ex: Generated in Oct will be received Dec

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

Total City Sales Tax Received



City Sales Tax after Contributions/Payouts



**Monthly Statistics Report
FY 2023-2024**

Finance

	<i>FY 2021-2022</i>	<i>FY 2022-2023</i>	<i>FY 2023-2024</i>			<i>FY 2023-2024</i>	<i>FY 2023-2024</i>
<i>Invoices</i>	<i>Totals</i>	<i>Totals</i>	<i>1st Qtr</i>	<i>January</i>	<i>February</i>	<i>2nd Qtr</i>	<i>Totals</i>
Invoices Received	3,222	2,481	404	154	194	348	752
Payment Requests Received	2,481	2,419	585	201	225	426	1,011
Emergency Payment Requests		25	3			0	3
Total	5,703	4,925	992	355	419	774	1,766

<i>Payments Processed</i>	2,638	2,779	555	233	217	450	1,005
<i>Total Paid</i>	\$ 21,530,131.74	\$ 23,785,090.17	\$ 5,930,038.08	\$ 2,103,935.08	\$ 4,373,692.32	\$ 6,477,627.40	\$ 12,407,665.48
(01) General Fund	\$ 10,762,818.74	\$ 11,604,361.90	\$ 2,844,018.58	\$ 1,120,805.82	\$ 820,789.69	\$ 1,941,595.51	\$ 4,785,614.09
(02) Utility Fund	\$ 5,166,272.07	\$ 4,925,956.14	\$ 1,563,751.07	\$ 548,983.60	\$ 1,131,899.64	\$ 1,680,883.24	\$ 3,244,634.31
(03) Municipal Court	\$ 3,451.67	\$ 2,753.76	\$ 2,414.80	\$ 400.95		\$ 400.95	\$ 2,815.75
(05) Library Fund	\$ 5,693.27	\$ 5,509.02	\$ 1,500.00	\$ -		\$ -	\$ 1,500.00
(07) Special Rev/Grants	\$ 237,279.44	\$ 206,122.68	\$ 4,907.86	\$ 3,861.72	\$ 33,110.44	\$ 36,972.16	\$ 41,880.02
(10) Local Forfeiture	\$ 832.04	\$ 13,246.27	\$ 3,836.34	\$ -		\$ -	\$ 3,836.34
(12) KMB	\$ 5,501.29	\$ 5,354.65	\$ 389.40	\$ -		\$ -	\$ 389.40
(15) I & S	\$ 2,274,584.23	\$ 2,281,284.81	\$ -	\$ -	\$ 1,973,147.77	\$ 1,973,147.77	\$ 1,973,147.77
(16) Hotel Motel	\$ 211,615.95	\$ 130,569.00	\$ 3,350.00	\$ 12,500.00	\$ 1,350.00	\$ 13,850.00	\$ 17,200.00
(30) TIRZ		\$ 700,000.00	\$ -	\$ -		\$ -	\$ -
(43) Series 2018	\$ 343,844.56	\$ -	\$ -	\$ -		\$ -	\$ -
(46) EMS	\$ 392,336.87	\$ 419,731.42	\$ 81,463.84	\$ 51,493.96	\$ 18,287.39	\$ 69,781.35	\$ 151,245.19
(49) Emergency Manage.	\$ 576.61	\$ -	\$ -	\$ -		\$ -	\$ -
(51) ARPA	\$ 315,272.44	\$ 1,135,464.99	\$ 744,003.72	\$ 5,042.19	\$ 87,553.35	\$ 92,595.54	\$ 836,599.26
(52) Series 2021	\$ 1,810,052.56	\$ 2,352,678.57	\$ 680,402.47	\$ 360,846.84	\$ 307,554.04	\$ 668,400.88	\$ 1,348,803.35
(54) Parks Fund		\$ 2,056.96	\$ -	\$ -		\$ -	\$ -

**Monthly Statistics Report
FY 2023-2024**

Finance

<i>Purchase Orders</i>	<i>FY 2021-2022 Totals</i>	<i>FY 2022-2023 Totals</i>	<i>FY 2023-2024 1st Qtr</i>	<i>January</i>	<i>February</i>	<i>FY 2023-2024 2nd Qtr</i>	<i>FY 2023-2024 Totals</i>
PO Requisitions (Regular)	1,525	1,275	279	108	92	200	479
Emergency PO Requisitions		284	93	41	45	86	179
Total	1,525	1,559	372	149	137	286	658
Purchase Orders Issued	1,525	1,492	361	153	126	279	640
Purchase Orders Issued	\$ 4,117,535.26	\$ 2,736,129.00	\$ 1,183,905.70	\$ 307,433.73	\$ 230,105.59	\$ 537,539.32	\$ 1,721,445.02
Purchase Orders Received	\$ 2,901,261.64	\$ 1,952,309.76	\$ 613,482.73	\$ 150,757.90	\$ 46,611.42	\$ 197,369.32	\$ 810,852.05
Purchase Orders Voided	\$ 1,216,273.62	\$ 783,819.24	\$ 6,312.42	\$ 3,064.65	\$ (5,772.14)	\$ (2,707.49)	\$ 3,604.93
Purchase Orders Outstanding	\$ -	\$ -	\$ 564,110.55	\$ 153,611.18	\$ 189,266.31	\$ 342,877.49	\$ 906,988.04

<i>Budget Amedments</i>	<i>FY 2021-2022 Totals</i>	<i>FY 2022-2023 Totals</i>	<i>FY 2023-2024 1st Qtr</i>	<i>January</i>	<i>February</i>	<i>FY 2023-2024 2nd Qtr</i>	<i>FY 2023-2024 Totals</i>
Budget Amendments Received		77	10	5	7	12	22
<i>Approved</i>							
General Fund		69	9	5	6	11	20
Utility Fund		7	0			0	0
EMS Fund		1	0			0	0
KMB			1		1	1	2
Total		77	10	5	7	12	22

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
AMEGY BANK OF TEXAS	2/09/24	FEB24-2021 SERIES 2021-LOA	UTILITY FUND	DEBT SERVICE	83,250.00
	2/09/24	FEB24-2021 SERIES 2021-LOA	UTILITY FUND	DEBT SERVICE	44,238.00
	2/09/24	FEB2024-2021 SERIES 2021-L	INTEREST & SINKING	NON-DEPARTMENTAL	101,750.00
	2/09/24	FEB2024-2021 SERIES 2021-L	INTEREST & SINKING	NON-DEPARTMENTAL	54,068.00
				TOTAL:	283,306.00
BURNS MOTORS	2/09/24	2023 DODGE CHARGER	SPECIAL REVENUE FU	2022 STONEGARDEN	36,325.00
				TOTAL:	36,325.00
CLASSIC BANK	2/09/24	2024-MERCEDES2015 LOA#0000	INTEREST & SINKING	NON-DEPARTMENTAL	230,000.00
				TOTAL:	230,000.00
DEVELOPMENT CORPORATION OF MERCEDES	2/20/24	FEB 2024 SALES TAX	GENERAL FUND	NON-DEPARTMENTAL	308,314.19
	2/05/24	#68 JANUARY 2024 PMT	GENERAL FUND	NON-DEPARTMENTAL	10,416.67
				TOTAL:	318,730.86
ENTERPRISE FM TRUST	2/20/24	FBN4894688 PD LEASE VEHICL	GENERAL FUND	VEHICLE MAINTENANCE	14,593.66
	2/27/24	JAN 2024 LEASE OF F150	GENERAL FUND	VEHICLE MAINTENANCE	14,810.06
	2/27/24	FEB LEASE OF F150	GENERAL FUND	VEHICLE MAINTENANCE	24,289.33
				TOTAL:	53,693.05
HOMERO FLORES	2/23/24	REMOVE CONCRETE PD BUILDIN	SERIES 2021	POLICE	42,450.00
				TOTAL:	42,450.00
LAW OF OF MARTIE GARCIA VELA, PC.	2/20/24	DEC 2023 LEGAL SERVICES	GENERAL FUND	NON-DEPARTMENTAL	20,000.00
	2/05/24	NOV 2023 LEGAL SERVICES	GENERAL FUND	NON-DEPARTMENTAL	20,000.00
				TOTAL:	40,000.00
QUEEN CITY HOUSING FOUNDATION	2/23/24	REIMBURSEMENT FOR PILOT	GENERAL FUND	NON-DEPARTMENTAL	39,857.00
				TOTAL:	39,857.00
ROBERT CARDOZA	2/13/24	4936 FIRE DEPARTMENT	SERIES 2021	BUILDING IMPROVEMENTS	20,000.00
				TOTAL:	20,000.00
SAENZ UTILITY CONTRACTORS, LLC	2/23/24	PAY APP#6 CAPISALLO TERRAC	AMERICAN RESCUE FU	UTILITY IMPROVEMENTS	87,553.35
	2/13/24	PAY APP 5: SANITARY SEWER	SERIES 2021	SEWER/WATER UTIL IMPRO	112,057.86
				TOTAL:	199,611.21
SHELL ENERGY	2/14/24	1982504 ELECTRICAL 11/28-1	GENERAL FUND	NON-DEPARTMENTAL	17,038.89
	2/14/24	1982504 ELECTRICAL 11/28-1	UTILITY FUND	WATER/SEWER TREATMENT	23,467.05
				TOTAL:	40,505.94
SWG ENGINEERING, LLC	2/09/24	10327 CAPISALLO TERRACE SA	SERIES 2021	SEWER/WATER UTIL IMPRO	20,644.80
				TOTAL:	20,644.80
TEXAS MUNICIPAL RET. SYST	2/20/24	PENSION PLAN PAYABLE	GENERAL FUND	NON-DEPARTMENTAL	13,239.76
	2/20/24	PENSION PLAN PAYABLE	GENERAL FUND	NON-DEPARTMENTAL	13,583.15
	2/20/24	PENSION PLAN PAYABLE	GENERAL FUND	POLICE	10,676.11
	2/20/24	PENSION PLAN PAYABLE	GENERAL FUND	POLICE	11,150.07
				TOTAL:	48,649.09
TEXAS NATIONAL BANK	2/20/24	FEDERAL W/H	GENERAL FUND	NON-DEPARTMENTAL	11,657.41
	2/20/24	FEDERAL W/H	GENERAL FUND	NON-DEPARTMENTAL	10,584.48
	2/20/24	FICA W/H	GENERAL FUND	NON-DEPARTMENTAL	11,910.14
	2/20/24	FICA W/H	GENERAL FUND	NON-DEPARTMENTAL	11,269.31
				TOTAL:	45,421.34

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
THE BANK OF NEW YORK MELLON	2/09/24	2024-MERCEDES2006 SERIES 2	UTILITY FUND	DEBT SERVICE	65,000.00
	2/09/24	2024-MERCEDES2013 LOA#LF10	UTILITY FUND	DEBT SERVICE	17,046.25
	2/09/24	2024-MERCEDES2013 LOA#LF10	UTILITY FUND	DEBT SERVICE	165,000.00
	2/09/24	2024-MERCEDES2016-02 LOAN#	UTILITY FUND	DEBT SERVICE	46,210.00
	2/09/24	2024-MERCEDES2016-02 LOAN#	UTILITY FUND	DEBT SERVICE	349,050.00
	2/09/24	2024-MERCEDES2016 LOA#MERC	INTEREST & SINKING	NON-DEPARTMENTAL	402,750.00
	2/09/24	2024-MERCEDES2016 LOA#MERC	INTEREST & SINKING	NON-DEPARTMENTAL	143,200.00
	2/09/24	2024-MERCEDES2016 LOA#MERC	INTEREST & SINKING	NON-DEPARTMENTAL	53,319.50
	2/09/24	2024-MERCEDES2016 LOA#MERC	INTEREST & SINKING	NON-DEPARTMENTAL	18,958.00
	TOTAL:				1,260,533.75
TIB - THE INDEPENDENT BANKERSBANK	2/09/24	2024-MERCEDES2013REF LOAN#	UTILITY FUND	DEBT SERVICE	75,000.00
	2/09/24	2024-ML-000095661 LOAN#000	INTEREST & SINKING	NON-DEPARTMENTAL	165,000.00
	2/09/24	2024-ML-000095661 LOAN#000	INTEREST & SINKING	NON-DEPARTMENTAL	11,136.99
	TOTAL:				251,136.99
TRI-GEN CONSTRUCTION LLC	2/23/24	PAY APP #14 - PD BUILDING	SERIES 2021	POLICE	107,955.15
	TOTAL:				107,955.15
TRUIST GOVERNMENTAL FINANCE	2/09/24	MERCEDES2015-2023 LOAN#994	INTEREST & SINKING	NON-DEPARTMENTAL	195,000.00
	2/09/24	MERCEDES2015-2023 LOAN#994	INTEREST & SINKING	NON-DEPARTMENTAL	20,406.75
	TOTAL:				215,406.75
U.S. WATER SERVICES CORPORATION	2/20/24	S188301 WASTEWATER TREATME	UTILITY FUND	WATER/SEWER TREATMENT	101,222.62
	2/20/24	S188302 WASTEWATER TREATME	UTILITY FUND	WATER/SEWER TREATMENT	103,230.24
	TOTAL:				204,452.86
US BANK TRUST NA	2/09/24	2478648 SERIES2018-ACCT#27	INTEREST & SINKING	NON-DEPARTMENTAL	405,000.00
	2/09/24	2478648 SERIES2018-ACCT#27	INTEREST & SINKING	NON-DEPARTMENTAL	164,300.00
	TOTAL:				569,300.00

===== FUND TOTALS =====				
01	GENERAL FUND		563,390.23	
02	UTILITY FUND		1,072,714.16	
07	SPECIAL REVENUE FUND		36,325.00	
15	INTEREST & SINKING FUND		1,964,889.24	
51	AMERICAN RESCUE FUND		87,553.35	
52	SERIES 2021		303,107.81	

	GRAND TOTAL:		4,027,979.79	

ACTIVE ACCOUNTS	5234	NEW ACCOUNTS	99		
Monthly Statistics Report February 2024					
Total of Work Orders:		669			
Job Code	Total Completed	Total outstandig (pending)	Total Void		
Regular connects (on)	95	4	0		
Reinstate (reins)	90	0	48		
Regular disconnects (off)	47	4	0		
Meter swap (swap)	8	0	0		
Disconnects no paymet (lock)	104	3	215		
Miscellaneous (misc)	6	5	0		
Ert replacement (entre & mxu)	0	2	0		
High reads (gt-rd)	0	0	0		
Get Missed Meter Read (gt-rd)	18	0	19		
Service change (srvch)	1	0	0		
Miscellaneous Public Works (mech)	0	0	0		
Account on Temporary H (hold)	0	0	0		
Occupant change (tran)	0	0	0		
Re-read Meer After (re-rd)	0	0	0		
Check leak/fix leak (leak)	0	0	0		
Mechanichal inspection	0	0	0		
TOTAL OF CODES	369	18	282		
Disconnects no paymet (voided)	These are usually customers who make their payment before the meter is closed.				
Unread meters (SENSUS) read manually			Unread meters (Kamstrup)		
Meter Blank (screen)	6		Broken antenna	7	
Parts	116		Innactive	9	
Wire damaged	5		Meter covered	10	
Meter Low Battery	17		Meter reprogramed	74	
Meter covered	8		Meter Swap	0	
MXU damaged	6		Under water	5	
MXU missing	9		Meter OFF (not connected)	0	
Reprogramed	0			105	
Disconnected	2				
Under water	8		Traveling meters	7	
Everything ok (no read)	78				
Meter inside property	1		La Herencia Apparts.	7	
	256				
Available Water Meters:	5/8"	847	STAND-BY 1 (EMERGENCY)		
	3/4"	5			
	1"	4	STAND-BY 1 (EMERGENCY)		
	1 1/2"	4			
	2"	1			
Smart Sensus Water Meter	3/4"	10	To replace meters inside properties		

Mercedes Municipal Court
Revenue Collected by Citations
February 1, 2024 - February 29, 2024

City of Mercedes Revenue	\$9,650.29
State of Texas Revenue	\$4,849.65
Total Revenue Collected	\$14,499.94

Total Number of Cases (Dockets) Heard by Court – **16**



Eduardo Mendoza, Municipal Court Coordinator

Monthly Statistics Report

FY 2023-2024

February 29, 2024

Municipal Court

<i>Citation By Violation</i>	<i>FYE 2022 Totals</i>	<i>FYE 2023 Totals</i>	<i>1st Qtr Totals</i>	<i>January</i>	<i>February</i>	<i>2nd Qtr Totals</i>	<i>FYE 2023 Totals</i>
Defective Equipment	7	22	0			0	0
DLR "A"-Corrective Lenses			1			0	
DLR "B"-Licensed Driver 18 Yrs		1	1			0	1
Driving W/O Stop Lamps		1	0			0	0
Failed to Display Vehicle Registration	1	1	0			0	0
Failed to ID Truthfully	1	0	0			0	0
Failed to Obey Traffic Control Sign	8	0	0			0	0
Expired Registration-Moto Vehicle	174	160	24	9	2	11	35
License Plate Registration-Fictitious	1	0	0			0	0
License Plate Registration-Trailer	1	1	0			0	0
No Cover on Load	1	0	0			0	0
No Front License Plate	10	7	2			0	2
No Rear License Plate	1	0	0			0	0
Wrong License Plate	10	8	5			0	5
No Tail Light(s)	1	1	0			0	0
Parking Violation		1	1			0	1
Parking-Fire Lane	1	0	1			0	1
U-Turn Between Street Intersection	1	0	0			0	0
Speeding	58	36	4	1		1	5
Speeding in a School	3	3	0			0	0
Failed To Yield Right of Way	8	6	1		1	1	2
Ran Stop Sign	134	88	3	2	1	3	6
Ran Red Light	33	25	1	3		3	4
Change Lane when Unsafe	14	6	1			0	1
Turned Left From Wrong Lane	1	0	0			0	0
Turned Right From Wrong Lane		1	0			0	0
Improper Turn	1	1	0			0	0
Drove Wrong Way On One-Way Roadway	15	1	2			0	2
Following Too Closely	3	4	1			0	1
Unsafe Start from Park or Stopped Positio		2	0			0	0
Child Passenger Safety Seat Off	26	8	2			0	2
No Seat Belt-Driver	121	86	3			0	3
No Seat Belt-Passenger		2	0			0	0
Child (4-14) Not Secured by Safety Belt	9	1	4			0	4
Possession of Alcoholic Bev. in Vehicle		2	0			0	0
Operate Vehicle with Child in Open Bed	1	0	0			0	0
Driving Under the Influence-Minor		1	0			0	0
Use of Wireless Device By Motorist	4	1	0			0	0
Failed to Maintain Financial Resp	272	224	40	19	16	35	75
Failed to Control Speed	5	2	1	2	2	4	5
Failed to Yield at Stop	3	1	1		1	1	2
Failed to Yield Row at Open Intersection		1	0			0	0
Failed to Yield Row at Open Intersection	1	0	0			0	0
Failed to Yield Row Leaving Private Drive	3	0	1			0	1
Failed to Yield Row to Emergency Veh		1	0		1	1	1
Disregard Traffic Control Device		2	0			0	0
Failed to Stop-Designated Point At Stop Sign	7	4	3			0	3
Failure to Stop at Traffic Light		1	0			0	0
Failed to Stop at Flashing Red Light		1	0			0	0
Failed to Drive in Single Lane	7	14	0			0	0
Turned Right Too Wide	1	1	0			0	0
Turned When Unsafe	1	0	0			0	0
Failed to Signal Lane Change	7	15	0			0	0

Monthly Statistics Report

FY 2023-2024

February 29, 2024

Municipal Court

<i>Citation By Violation</i>	<i>FYE 2022 Totals</i>	<i>FYE 2023 Totals</i>	<i>1st Qtr Totals</i>	<i>January</i>	<i>February</i>	<i>2nd Qtr Totals</i>	<i>FYE 2023 Totals</i>
Failed to Give One Half of Roadway		1	0			0	0
Illegally Passed Street Car	1	0	0			0	0
Failed to Signal Turn	13	24	2			0	2
No Drivers License	301	254	36	12	9	21	57
Driving While License Invalid	8	0	1			0	1
Reckless Driving	6	3	0			0	0
No Head Lamp(s)-Not Equipped	4	3	0			0	0
Defective Head Lamp(s)	3	4	0			0	0
No Tail Lamp(s)-Not Equipped	4	5	0	1	1	2	2
Defective Tail Lamp(s)		3	0			0	0
No Stop Lamp(s)	2	2	0			0	0
Defective Stop Lamp(s)	2	5	2			0	2
Driving W/O Head Lights	4	1	0			0	0
Motor Vehicle Inspection Violation		5	0			0	0
Expired Operators License	38	10	7	1		1	8
Failed to Display DL	8	8	1			0	1
Failure to Report Change of Address/Name		1	0			0	0
Failure to Report Striking Fixture/Sign	0	0	1			0	1
No License Plate Light	7	4	0			0	0
Illegal Backing (Unsafe Backing)	1	0	1			0	1
Leaving Scene of Accident			1			0	
Open Container In Vehicle	11	5	0	1		1	1
Unauthorized Glass Coating Material	9	1	0			0	0
Driving While Impaired	1	0	0			0	0
Driving Under the Influence	1	1	0			0	0
Stopping in Prohibited Area		1	0			0	0
Speeding>10% Above Posted Limit	191	88	3	7		7	10
Minor In Possession	8	7	0			0	0
Consumption of Alcohol-Minor	0	0	1			0	1
Failed to Secure Load	1	1	0			0	0
Assault-Physical Contact	30	26	3			0	3
Assault-Threat	2	1	1			0	1
Assault-Family Violence	12	9	6			0	6
Criminal Mischief	2	2	1			0	1
Disorderly Conduct	11	4	2			0	2
Disorderly Conduct-Urinating	1	0	0			0	0
Disorderly Conduct-Abusive Language	1	0	0			0	0
Disorderly Conduct-Noise (Public)	1	0	0			0	0
Failure to Identify-False Info.		1	0			0	0
Minor In Possession of Alcohol		2	0			0	0
Leaving A Child In A Vehicle	2	0	0			0	0
Theft	16	11	3			0	3
Criminal Trespass		1	0			0	0
Possession of Drug Paraphernalia	39	96	12	4	2	6	18
Public Intoxication	26	35	3	4	5	9	12
Consuming Alcoholic Beverage		1	0			0	0
Solicitation W/O A Permit		2	0			0	0
Tabacco Products Law	1	0	0			0	0
City Code (Dog At Large)	6	3	0			0	0
City Code (Vaccination Required)	6	0	0			0	0
City Code (Dog Tags)	5	1	0			0	0
Dog Bite	6	3	0			0	0
Violation of City Ordinance #10	2	3	1		1	1	2

Monthly Statistics Report

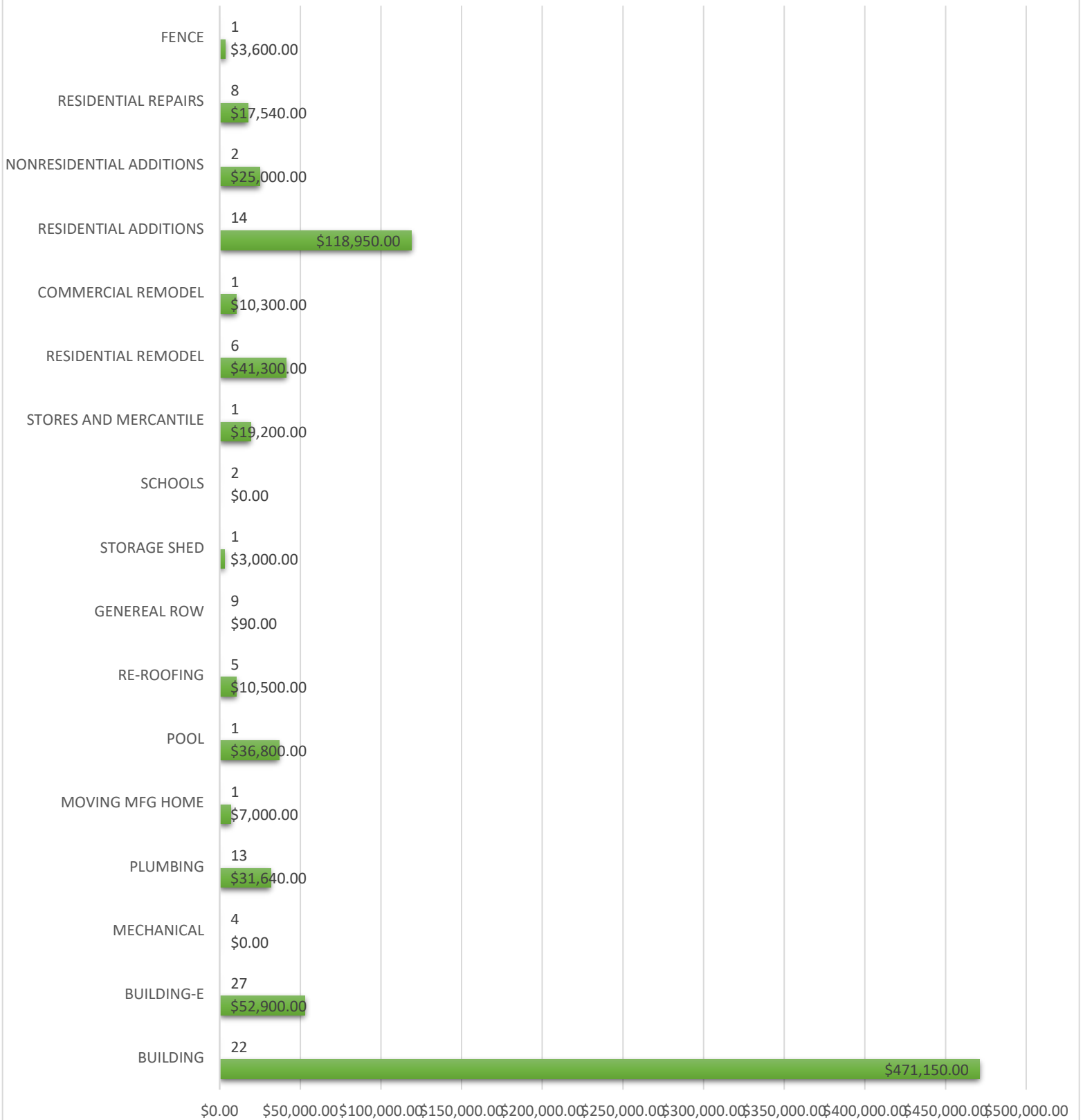
FY 2023-2024

February 29, 2024

Municipal Court

<i>Citation By Violation</i>	<i>FYE 2022 Totals</i>	<i>FYE 2023 Totals</i>	<i>1st Qtr Totals</i>	<i>January</i>	<i>February</i>	<i>2nd Qtr Totals</i>	<i>FYE 2023 Totals</i>
City Code (Abandoned & Junked Vehicle)	7	11	2		1	1	3
City Code (Vendors Permit)		1	0			0	0
City Code Violation (Nuisance)	3	0	0			0	0
Fire Code Violation			1			0	1
City Code (Register Dangerous Dog)	2	1	0			0	0
Illegal Dumping	3	2	0	2	1	3	3
Littering		1	0			0	0
Curfew Violation	9	8	1			0	1
Violation of City Ord. 83-16	30	27	10	2	1	3	13
Violation of City Ord. 99-22 (Weedy Lot)	8	6	2			0	2
Violation of City Ord. #26 (Zoning-Running a Bus	1	0	0			0	0
Ordinance 2000-03 (Signs)	1	0	0			0	0
City Ordinance (Junked Vehicle)	11	11	6	2	5	7	13
Total	1,824	1,450	213	72	50	122	335
Dismissals	237	186	37	10	7	17	54
	\$ 68,853.61	\$ 49,079.98	\$ 10,736.66	\$ 4,254.20	\$ 2,006.60	\$ 6,260.80	\$ 16,997.46

FEBRUARY REPORT



Memo

To: Alberto Perez, City Manager
From: Marisol Vidales, Library Director & Historic Preservation Officer
CC: Javier Ramirez, Assistant City Manager
Date: March 11, 2024
Re: Library Department Monthly Report

Attached you will find the Library Department's monthly statistical report, please let me know if you have any questions regarding the information. Also, Library Staff participated in the following meetings, trainings, and events during the month of February 2024.

Meetings

- RGVLS Float Construction meeting (2/5) – Marisol Vidales
- City Commission meeting (2/6) – Marisol Vidales
- Department Head meeting (2/7) – Marisol Vidales
- Spawglass meeting (2/7) – Marisol Vidales
- Montel Library Design Systems meeting (2/7) – Michelle Muniz
- Marketing Access meeting (2/9) – Marisol Vidales & Michelle Muniz
- RGVLS Float Construction meeting (2/13) – Marisol Vidales & Frank Rivas
- Earth Day meeting (2/13) – Marisol Vidales & Frank Rivas
- Rivera's Lawn & Landscaping meeting (2/13) – Marisol Vidales
- Mercedes Historic Preservation Commission meeting (2/13) – Marisol Vidales & Michelle Muniz
- State of the City meeting (2/15) – Marisol Vidales
- RGVLS Float Construction meeting (2/15) – Marisol Vidales
- Hidalgo County Library System meeting (2/16) – Marisol Vidales
- RGVLS Float Construction meeting (2/16) – Marisol Vidales
- Department Head meeting (2/21) – Marisol Vidales
- Aztlan Animation Studio meeting (2/22) – Marisol Vidales
- Staff meeting (2/23) – Marisol Vidales, Michelle Muniz, Mary Jane Hernandez, Isabel Mendoza, Tristan Garza, Anthony Cardenas and Dana Moreno.
- Ben E Keith South Texas Rio Grande Valley Show (2/21) – Marisol Vidales, Michelle Muniz and Mary Jane Hernandez
- RGVLS Float Construction meeting (2/21) – Marisol Vidales
- RGVLAS Float Construction meeting (2/26) – Marisol Vidales

- E-Rate meeting (2/27) – Marisol Vidales
- MHM Digital Equity Call (2/27) – Michelle Muniz, Anthony Cardenas and Tristan Garza
- Easter Egg Hunt meeting (2/29) – Marisol Vidales & Michelle Muniz

Trainings

- Summer Reading Program Workshop (2/5) – Frank Rivas
- Autism: A Conversation with Carly Danesh- Jones (2/8) – Michelle Muniz
- Ingram Ipage Enhancements (2/16) – Michelle Muniz
- STARNet Webinar: Bilingual & Spanish Language Eclipse Resources (2/20) – Frank Rivas
- NASA @ My Library (2/22) – Frank Rivas
- Citizen Science & The Solar Eclipse: Harness the Power of Your Community (2/28) – Frank Rivas
- Office Safety Training (2/29) – All Library Staff

Events/Programming

General Programming

The programming listed below is for all ages with activities for every age level and involves the majority of library staff.

- World Read Aloud Day
Attendance: 7

Adult Programming

Delta Independent Living Story Time & Craft

- Story Time & Craft (2/7)
Adults: 19
- Story Time & Craft (1/23)
Adults: 21

The Crochet Club is managed by Frank Rivas

- Crochet Club (2/6)
Adults: 10
- Crochet Club (2/20)
Adults: 10

Digital Skills Class are taught by Anthony Cardenas & Tristan Garza

- Advanced Docs (2/6)
Adults: 9
- Advanced Docs (2/8)
Adults: 12
- Advanced Docs (2/13)
Adults: 10
- Advanced Docs (2/15)
Adults: 9
- Advanced Docs (2/20)

- Adults: 9
- Advanced Docs (2/22)
Adults: 9
- Advanced Docs (2/27)
Adults: 10
- Advanced Docs (2/29)
Adults: 10

Children's Programming – The majority of the children's programming is planned and executed by Frank Rivas with the exception of the art class which is taught by Diane Roman-Goldsberry.

- Reading with Royalty (2/13)
Children: 12 Adults: 7
- Movie Day – The Super Mario Bros (2/14)
Children: 4 Adults: 4
- Art Class ages 10-12 – Moonrise & Winter (2/15)
Children: 1
- STEAM – LEGO (2/21)
Children: 14 Teens: 5 Adults: 7
- STEAM – Coding with the University of Michigan (2/28)
Children: 3 Adults: 3

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

- It's Time Texas Challenge (2/3) – Frank Rivas & Isabel Mendoza
Total: 36
- Harrell Middle School Career Day (2/9) – Frank Rivas & Dana Moreno
Children: 53 Adults: 9
- 2024 Festiba Community Day (2/23) – Daniela Alejo & Janie Palacios
Total: 83

Events – The Library attends or assists these events.

- Hidalgo County Commissioner's Proclamation for World Read Aloud (2/6) – Marisol Vidales
- 20th Anniversary for Lt. Diaz (2/8) – Frank Rivas
- Food Distribution (2/14) – Anthony Cardenas

Other Projects/Duties

Café

- We sold 456 individual items for the 20 days that we were open and we made \$1,815.24 in sales.

Marketing (The majority of these items involve the creation of flyers, taking and posting photos, filming and editing videos, responding to citizens via direct message, and interacting with the public on social media platforms)

- Created 2 newsletters which were the February newsletter and New Releases.
- Created a total of 33 flyers for the Library, Café, and City.
- Created a total of 23 stories which were posted across Facebook and Instagram. We also created and edited 4 videos for Tik Tok.
- Posted 112 items for the library, 14 for the café, and 30 for the city on various platforms.
- Posted 1 time on the HCLS Facebook.
- Responded to 1 library direct messages and 9 city direct messages.
- A total of 17 updates were done to the city website.
- Updated the Library banner on Facebook for National Humpback Whale month.
- Created 2 book rivers on TLC Catalog to honor monthly observances highlighting our collection, which were: Black History Month & Romance and Red
- Created 2 shelves in cloudLibrary in honor of monthly observances highlighting our collection, which were: Black History Month & Love is in the Air
- Created 1 book display in the adult section: Love Gone Wrong and kept The Sisters in Crime display up.
- Created 1 young adult books display: Blind Date with a Book Theme.
- Created 2 book displays in the juvenile section: Black History Month and Valentine's Day.

Administration/Collection Management/Development

- Prepared and presented two agenda items regarding the agreement for Methodist Healthcare Ministries grant and grant reimbursement for 246 S. Texas Ave.
- Continued to gather quotations for Urban County funds. Met with 2 different companies for the outdoor seating area and 2 for the makerspace furniture. Had to make similar selections on furniture based on design layout. As well as gathered quotations online for the 3D Printer. Submitted all 3 quotations regarding the outdoor seating, makerspace furniture, and 3D printers to Urban County for their review and purchase.
- Started working on final quotation for Urban County in order to purchase a laser printer for patrons to add to our Maker Space.
- Dealt with a few HR related issues such as insurance errors for staff, change of status requests for two employees, and resignation of staff member.
- Completed all the work study application packets which included interview responses, reference checks and potential schedules and mailed all six packets to South Texas College. As well as started training some of the incoming work study students on city and library policies, circulation, shelving and other duties.
- Created a New Hire packet with information regarding library services, policies, and training videos.
- Continued to work on the float by submitting numerous purchase orders for material and meeting with Public Works to go over the design and make changes as needed.
- Updated the price of products in the café based on our cost as well as going prices at Starbucks.
- Assisted with the preparation of the agenda for the Hidalgo County Library System meeting. As well as revised the HCLS Circulation Agreement and prepared the Integrated Library System (ILS) comparison sheet for the meeting. Finally, updated

the HCLS County Report spreadsheet to help prepare for the County Commissioner's presentation.

- Completed the 2023 Texas State Library and Archives Commission annual report and gathered all the necessary signatures in order to submit the report online.
- Started working on the Easter Egg Hunt to determine all the items needed and pricing for everything. Also started working on obtaining quotations and purchase order for rides, DJ's, prizes and more. Sent out donation request letters and created an event map layout.
- Worked on inventory and submitted asset acquisition forms for new computers and study pods to the Finance Department as well as submitted a disposition form and memo to Urban County for lounge furniture.
- Created an Outreach checklist to guide staff attending different outreach events on what should be packed and distributed.
- Submitted a letter of support for Behavioral Health Solutions for a grant application.
- Worked on collection development by creating, reviewing and revising a cart in Ingram and updated the book budget with items received.
- Reviewed and submitted purchase order status report after comparing items to our own account balances sheets.
- Reviewed bids received for internet service through E-Rate and completed bid evaluation matrix to determine the correct vendor.
- Recorded and edited the Digital Navigator promotional videos in both English and Spanish for faith-based organizations to present to their congregations.
- Continued working on the State of the City by writing scripts based on information collected, submitting quotations for production company, and reviewing the invitation.
- Started drafting the Summer Reading Program Donation letter and selected rides and games for the Summer Reading Program celebration.

Historic Preservation Officer

- Created a template for actual Certificate of Appropriateness to be provided to property owners when proposed exterior work has been approved by the Commission.
- Prepared the agenda for MHPC meeting which included elections, review of new landmark ordinance, a grant reimbursement, grant application, changes to certificate of appropriateness form, review of Certified Local Government (CLG) application process, goals and objectives for CLG and inquiry on signage for historical property. Provided all the supporting documentation for each item and minutes.
- Provided written responses to the owners of 246 S. Texas, 402 S. Texas and 236 S. Missouri as discussed in the meeting regarding their grants or design inquiries.
- Prepared the reimbursement packet for 246 S. Texas Ave and provided everything to the Finance Department for payment.
- Created a goal and objectives document for the Commission to collaborate on in order to submit the final product with the CLG application.
- Continued to prepare for the recognition for El Fenix. Revised the program, extended invitations, and attended event to ensure all equipment and speakers were present. Provided photos of the event to both the State Representatives office and the Texas Tropical Trails office.

Dr. Hector P. Garcia Memorial Library Statistical Report

Feb-24

Circulation	2024	2023
Check-Outs & Renewals:	620	537
Year to Date Total:	3,169	3,088
In-House Book Circulation:	115	155
Year to Date Total:	757	687
In-House Magazine Circulation:	13	8
Year to Date Total:	192	87
In-House Newspaper Circulation:	21	26
Year to Date Total:	111	195
New Borrowers:	34	29
Year to Date Total:	122	106

Book & Media Donations	2024	2023
Donations Received:	0	505
Year to Date Total:	9	595
Donations Selected:	0	3
Year to Date Total:	7	11

Computer Sessions	2024	2023
Adult Lab Sessions:	410	460
Year to Date Total:	1,933	1,849
Juvenile Lab Sessions:	34	103
Year to Date Total:	193	359
WiFi:	1,470	1,787
Year to Date Total:	6,910	16,405

Reference Assistance	2024	2023
By Phone:	481	122
Year to Date Total:	1,284	470
In-Person:	223	96
Year to Date Total:	639	319

Meeting Room Sessions	2024	2023
Sessions:	95	30
Year to Date Total:	310	147

Digital Resources	2024	2023
cloudLibrary Checkouts:	258	201
Year to Date Total:	1,111	812
NewsStand Checkouts:	374	304
Year to Date Total:	2,262	1,697
Biblio+ Views:	77	0
Year to Date Total:	247	0

Library Services	2024	2023
Directional/Basic Questions:	514	97
Year to Date Total:	1,328	273
Research Questions:	352	38
Year to Date Total:	853	112
Digital Assistance:	140	35
Year to Date Total:	621	107
Fax Assistance:	66	72
Year to Date Total:	266	289
Copy Assistance:	186	48
Year to Date Total:	806	225
Scan Assistance:	27	9
Year to Date Total:	92	33
Print Outs:	2,846	2,754
Year to Date Total:	10,720	8,635

Technical Services	2024	2023
New Items Added:	80	181
Year to Date Total:	426	1,248
Items Processed:	130	95
Year to Date Total:	342	380
Items Withdrawn:	20	187
Year to Date Total:	160	207
Items Recataloged:	15	65
Year to Date Total:	117	270
Items Repaired:	4	4
Year to Date Total:	98	23

Interlibrary Loans (ILL's)	2024	2023
Items Requested:	83	100
Year to Date Total:	443	410
Items Sent:	40	56
Year to Date Total:	233	234

Dr. Hector P. Garcia Memorial Library Statistical Report

Feb-24

Adult Programming	2024	2023
Adult Events:	12	3
Year to Date Total:	39	43
Adults in Attendance:	123	22
Year to Date Total:	326	267
Live Views:	0	0
Year to Date Total:	0	0
Recorded Counts:	0	0
Year to Date Total:	0	0

Teen Programming	2024	2023
Teen Events:	0	0
Year to Date Total:	0	3
Teens in Attendance:	0	0
Year to Date Total:	0	16
Live Views:	0	0
Year to Date Total:	0	0
Recorded Counts:	0	0
Year to Date Total:	0	0

Children's Programming	2024	2023
Children Events:	4	2
Year to Date Total:	20	26
Children in Attendance:	36	8
Year to Date Total:	158	165
Adults in Attendance:	18	2
Year to Date Total:	55	50
Live Views:	0	0
Year to Date Total:	0	0
Recorded Views:	0	0
Year to Date Total:	0	0

Toddler Programming	2024	2023
Children Events:	0	0
Year to Date Total:	0	2
Children in Attendance:	0	0
Year to Date Total:	0	3
Adults in Attendance:	0	0
Year to Date Total:	0	2
Live Views:	0	0
Year to Date Total:	0	0
Recorded Views:	0	0
Year to Date Total:	0	0

General Programming	2024	2023
Events:	1	0
Year to Date Total:	7	2
Toddlers in Attendance:	0	0
Year to Date Total:	0	18
Children in Attendance:	0	0
Year to Date Total:	0	57
Teens in Attendance:	0	0
Year to Date Total:	0	12
Adults in Attendance:	0	0
Year to Date Total:	19	35
Total General Programing:	7	0
Year to Date Total:	1,149	0
Live Views:	8,874	0
Year to Date Total:	17,748	0
Recorded Views:	0	0
Year to Date Total:	0	0

Outreach Programming	2024	2023
Events:	3	3
Year to Date Total:	8	10
Toddlers in Attendance:	0	0
Year to Date Total:	0	77
Children in Attendance:	0	281
Year to Date Total:	30	553
Teens in Attendance:	0	187
Year to Date Total:	0	212
Adults in Attendance:	0	71
Year to Date Total:	36	395
General Attendance:	181	0
Year to Date Total:	631	0

Reading Programs	2024	2023
Toddler Reading Logs:	0	0
Children Reading Logs:	0	0
Teen Reading Logs:	0	0
Adult Reading Logs:	0	0
Total:	0	0

Volunteer Hours	2024	2023
Total:	47.50	194.25
Year to Date Total:	473.75	857.75

Dr. Hector P. Garcia Memorial Library Statistical Report

Feb-24

Curbside Services	2024	2023
Curbside Café:	2	12
Year to Date Total:	21	67
Curbside Circulation:	3	2
Year to Date Total:	6	5
Curbside Crafts:	0	0
Year to Date Total:	0	0
Curbside Other Services:	0	5
Year to Date Total:	10	10

Library Visits	2024	2023
Visits:	2,814	1,675
Year to Date Total:	12,440	10,555

Café Visits	2024	2023
Visits:	432	516
Year to Date Total:	2,159	2,690

Café Sales	2024	2023
Net Sales:	\$ 1,676.71	\$ 1,749.62
Year to Date Total:	\$ 7,904.26	\$ 9,177.75
Sales Tax:	\$ 138.53	\$ 144.56
Year to Date Total:	\$ 635.13	\$ 757.10

Social Media	2024	2023
Library Posts:	112	233
Year to Date Total:	544	1,123
Library DMs:	1	12
Year to Date Total:	44	22
Cafe Posts:	14	33
Year to Date Total:	95	261
Café DMs:	0	0
Year to Date Total:	1	0
City Posts:	30	48
Year to Date Total:	241	76
City DMs:	9	0
Year to Date Total:	59	1
Videos Created:	1	0
Year to Date Total:	50	1
Website Updates:	17	19
Year to Date Total:	109	95
HCLS Posts:	1	2
Year to Date:	5	15

**CITY SECRETARY'S OFFICE
2024 ANNUAL REPORT**

TYPE	JAN. 2024	FEB. 2024	MAR. 2024	APR. 2024	MAY. 2024	JUN. 2024	JUL. 2024	AUG. 2024	SEPT. 2024	OCT. 2024	NOV. 2024	DEC. 2024	YTD Total
CITY SECRETARY													
Agenda													
Reg./Special/Wkshp	2	2											4
Minutes													
Reg./Special	2	2											4
Ordinances	2	4											6
Resolutions	1	11											12
Contracts	0	2											2
Bids	0	0											0
PERMITS													
Sound/Dance	5	2											7
TABC	0	1											1
VITAL STATISTICS													
Filling w. State	1	7											8
Issuing Birth	17	16											33
Issuing Death	5	1											6
RISK MANAGEMEN													
Vehicle Claims	3	0											3
Liability Claims	2	0											2
OPEN RECORDS													
Received	42	55											97
Responded	34	45											79
HUMAN RESOURCI													
New Hires	5	5											10
Resignations	4	5											9
Retirements	4	2											6
Workers Comp	0	0											0

Significant Comments:

February 2024 EMS Incidents

Total Responses

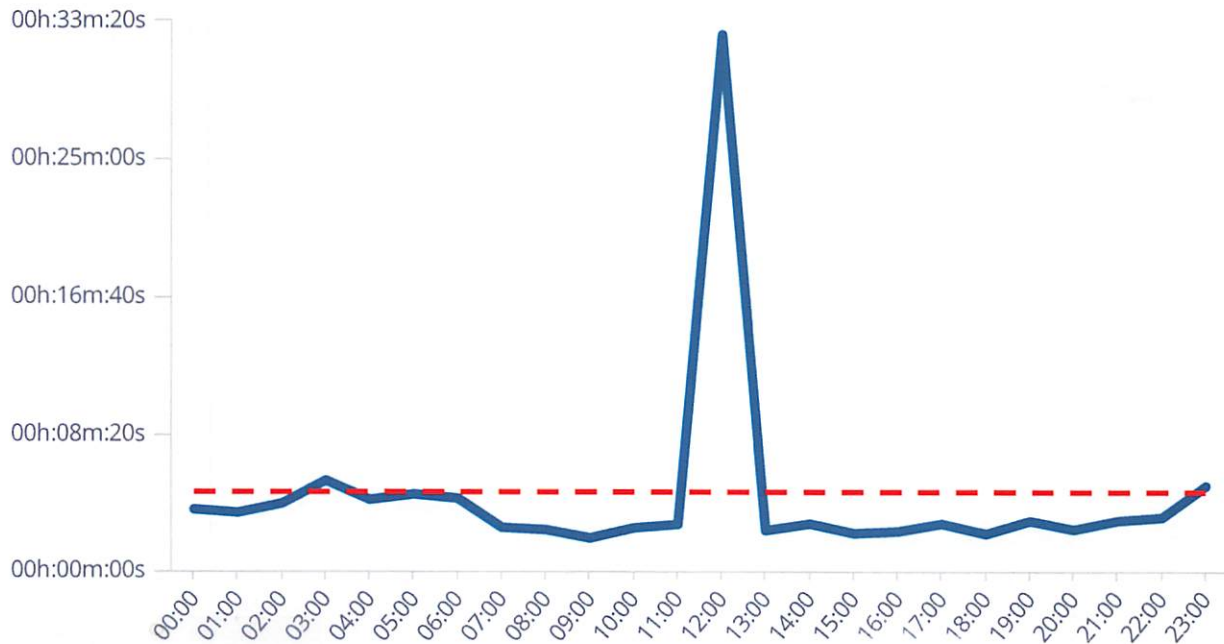
Total Responses
226

Average Chute Time

Average Chute Time
04m:49s

% Chute Time < 45 seconds **4%**

Average Chute Time by Hour of Day



Average Chute Time (week, hour) Mar 4, 2024 9:09:00 AM EMS

Filter statement

Filters **Dispatch Date Range** 2/1/24 to 2/29/24 | **Is Locked** true | **Is Active** true

Average Chute Time over Time

Weeks in Dispatched	0:00 - 0:29	0:30 - 0:59	1:00 - 1:29	1:30 - 1:59	2:00 - 2:59	3:00 - 4:59
29-01-24			2	2	15	
05-02-24	2		5	2	14	
12-02-24	6		5	6	12	
19-02-24		2	3	4	12	
26-02-24			11		8	
Grand Total	8	2	26	14	61	

Average Chute Time by Unit

Unit	0:00 - 0:29	0:30 - 0:59	1:00 - 1:29	1:30 - 1:59	2:00 - 2:59	3:00 - 4:59	5:00 -
E-1					1	2	
MED-2	4		4	5	28	41	
MED-3	4	2	22	9	32	50	
Grand Total	8	2	26	14	61	93	

Filter statement

Filters **Alarm Date Range** 2/1/24 to 2/29/24 | **Is Locked** true | **Is Active** true

FEBRUARY 2024 - FIRE INCIDENTS

Total Incidents

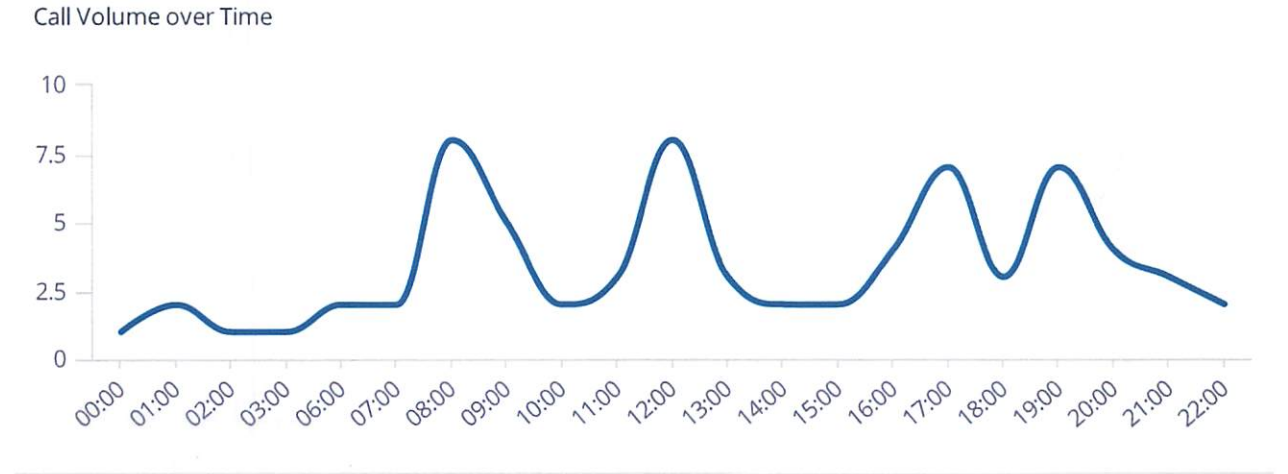
Count of Incidents

72

Average Time On Scene

Average Time On Scene

20m:12s



Average Dispatch to Arrival Time

Average Response Time Alarm To Arrival

7m:28s

Incident Count by Shift



Total Count Per Unit

