



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

Commissioner Jacob Howell
Commissioner Ruben Saldana
City Manager Alberto Perez

MERCEDES CITY COMMISSION
REGULAR MEETING
DECEMBER 20, 2022 – 6:30 P.M.
MERCEDES CITY HALL – COMMISSION CHAMBERS
400 S. OHIO AVE., MERCEDES, TX 78570

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

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

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

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

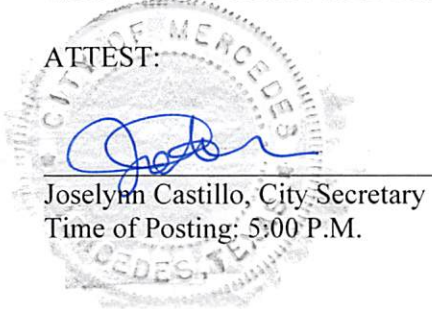
Comments must not be repeated and the Commission is not required to answer any question from the public. Any person who decides to directly question any member of the City Commission will be asked to discontinue their comments. The City Secretary's office representative will be responsible for notifying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

6. **Consent Agenda:** *(All matters listed under Consent Agenda are considered to be routine by the Governing Body and will be enacted by one motion. There will be no separate discussion of these items; however, if discussion is desired, that item(s) will be removed from the Consent Agenda and will be considered separately.)*
 - a. Approval of Minutes for Meeting(s) held November 30 & December 6, 2022.
 - b. Second and Final Reading of Ordinance 2022-27 to Rezone Capisallo Lot 11 Block 66 From Class “B” Two Family to Class “C” Apartment District Applicant: Fernando Castro
 - c. Second and Final Reading of Ordinance 2022-28 to Rezone Hollywood Acres Lot 13 From Class “B” Two Family to Class “C” Apartment District Applicant” Stretford End Group, LLC.
 - d. Second and Final Reading of Ordinance 2022-29 to adopt the new and revised Code of Ordinances for the City of Mercedes.
7. **City Manager Comments:**
 - a. Update on salary expenditure report.
8. **Management Items:** *Present, Discuss, Consider, and Possibly Take Action Regarding:*
 - a. Public Hearing: Urban County Program 5-Year Consolidated Plan Public Hearing
 - b. Appointment/Reappointment of Board Members for the DCM.
 - c. Possibly replacing lighting down Texas St. for more energy efficiency and brighter as part of Go Green Mercedes
 - d. Approval of the Proposal from Telepro for the Police Department Building.
9. **Bids/Contracts:** *Present, Discuss, Consider, and Possibly Take Action Regarding:*
 - a. Approval of Memorandum of Agreement between the Texas Water Development Board and the City of Mercedes.
 - b. Approval of Leasing Agreement with Enterprise Fleet Management for Police Department Vehicles.
 - c. Approval of Cardinal Tracking Inc. Licensing Agreement.
10. **Monthly Department Reports**
 - a. Library, Planning, Finance, Police Department, City Sec/HR/PIO, Fire Dept.
11. **Adjournment**

Notice is hereby given that the City Commissioners of the City of Mercedes, Texas will meet in a ***Regular Meeting*** on Tuesday, December 20, 2022 at 6:30 P.M. Said meeting will be conducted in the Commission Chambers of the City Hall located at 400 S. Ohio, Mercedes, Texas for the purpose of considering and taking formal action regarding the items listed above. This notice is given in accordance with Vernon's Texas Codes Annotated, Texas Government Code, Section 551.001 et. Seq.

WITNESS MY HAND AND SEAL OF THE CITY THIS THE 16TH DAY OF DECEMBER, 2022.

ATTEST:

The seal of the City of Mercedes, Texas, is a circular emblem. It features a central design surrounded by the words "CITY OF MERCEDES, TEXAS" in a circular border. The seal is partially obscured by the signature and text of the City Secretary.

Joselyn Castillo, City Secretary
Time of Posting: 5:00 P.M.

ACCESSIBILITY STATEMENT

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

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

MEMBERS PRESENT:	Oscar D. Montoya Sr.	Mayor
	Joe Martinez	Mayor Pro-Tem
	Ruben Saldana	Commissioner
	Jacob Howell	Commissioner
	Armando Garcia	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
	Kristine Longoria	Human Resources
	Ervin Vilchis	I.T Liaison
	Michelle Muniz	Asst. Library Director
	Richard Morin	Recreation Director
	Roberto Castillo	Public Works Director
	Javier Campos	Fire Chief

OTHERS PRESENT: Juan Vega Jr., Javier Gracia, Axel Vallejo, Ruth Valdez, Joseph Trevino, Christina Gonzalez

1. CALL MEETING TO ORDER

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

2. ESTABLISH QUORUM

Four Members of the Commission were present which constitutes a quorum. Mayor Pro-Tem Martinez arrived during open forum.

3. INVOCATION

Commissioner Howell said the invocation.

4. PLEDGE OF ALLEGIANCE

Mayor Montoya led in the pledge of allegiance.

5. OPEN FORUM

- Ms. Jovana Garcia thanked and recognized Commissioner Saldana for helping give out plates for thanksgiving. Ms. Garcia stated that the water quality is that of a swimming pool with the chlorine. The water color in her home has rust causing the water to come out an orange color. Ms. Garcia Trevino is having to change the water faucets constantly. Asking the commission to look into the water quality and will be providing the Commission with the video of the water coming out from their home. She added that the commission can raise the water bill but should raise the water quality as well.

- Mr. Antonio Medrano having issue with streets and sewer. He stated that each year a vehicle of his brakes due to the streets condition. All the homes get flooded in his area. The City only put a light in the area and has not fixed the sewer but they are being charged for sewer. He stated its not just for the city to increase the rates. He would like the Commission to see the area when it rains. He stated that when it rains the canal is full of brush. He picked up his home 5 feet and the water still come up to his door. His neighbor built a house and the water went into his home.
- Mr. Leonel Benavidez came in today to speak about the energy contract. Their tax dollars will be paying the light bill. The city of Mercedes does not stand to gain from a long-term contract only the broker gains from a long-term contract. Texas led the country in power projects. He stated the city needs to get pricing from more than one provider and the city went with only one vendor. If the city does not have options from other vendors. There are so many incentives in the future. He stated that some information was withheld from a bidder but was provided to another. He stated the commission was elected to serve the public not the vendors.

6. CONSENT AGENDA

a. Approval of Minutes for Meeting(s) held November 15, November 17, & November 22, 2022.

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

7. CITY MANAGER COMMENTS

a. Drone update by the Fire Department.

Mr. Perez stated the drones will help locate hotspots during fires. Fire Chief Campos presented Maverick 1, the new drone for the Mercedes Fire Department. He stated the resource was needed and will assist Mercedes Fire and other cities. Seven fire department personnel have been trained and will be getting certified for flying the drone. The Fire Chief truck has wifi and a computer set up for the viewing of the drone footage live. The drone has a spotlight, speaker capability, and thermal imaging. Maverick 1 will assist in fire tactic and will help in rural area to locate a wide area search. Fire Chief Campos added they are looking at grants to purchase a larger drone.

8. ORDINANCES/RESOLUTIONS

a. First Reading of Ordinance 2022-27 to Rezone Capisallo Lot 11 Block 66 from Class “B” Two Family to Class “C” Apartment District Applicant: Fernando Castro

Commissioner Saldana moved to approve and waive the first reading of the ordinance. Mayor Pro-Tem Martinez seconded. Commissioner Howell asked if its in the best interest of the city and residents to change the zone. Could that be a commercial area? Mr. Ramirez stated this is the right move and this is just the zoning and still needs to go through the permit process. Its already zoned as B-2 family residential district and now can be triplex. Mayor Montoya stated that engineers still look at the plans and the area. Upon a called vote the motion passed unanimously.

b. First Reading of Ordinance 2022-28 to Rezone Hollywood Acres Lost 13 from Class “B” Two Family to Class “C” Apartment District Applicant: Stretford End Group

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

c. First Reading of Ordinance 2022-29 to adopt the new and revised Code of Ordinances for the City of Merced.

Mr. Perez stated the City secretary could present this item. Ms. Castillo stated this project began in 2018 and due to some changes in staff and back and forth communication with Franklin Legal Group, the project was now ready to complete. Commissioner Saldana thanked the staff for completing this project. Commissioner Howell stated the he knows that staff has been full with paperwork trying to get this done and thanked staff. Commissioner Saldana made a motion to approve and waive the first reading. Mayor Pro-Tem Martinez seconded. Upon a called vote, the motion passed unanimously.

At this time, Mayor Pro-Tem Martinez motioned to go into executive session. Commissioner Garcia seconded. Upon a called vote, the motion passed unanimously. Mayor Montoya called the meeting into executive session at 7:08 P.M. Go to Executive Session.

9. BIDS/CONTRACTS:

a. Approval of memorandum of Understanding Between City of Merced, Texas and Hidalgo County Drainage District No. 1 Regarding Funding for 2018 CDBG-DR Infrastructure Competitions.

Mayor Pro-Tem Martinez motioned to approve. Commissioner Garcia seconded. Commissioner Saldana stated item 4.5 of the MOU has a typo and if it could be corrected to read the City of Merced will retain ownership. Upon a called vote, the motion passed unanimously.

b. Approval of Memorandum of Understanding Between City of Merced, Texas and Hidalgo County Drainage District No. 1 Regarding Funding for 2019 CDBG-DR Infrastructure Competitions.

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

c. Approval to direct City manager and Legal to work with City’s Energy Consultant, Marco Arredondo, Inc. on negotiating with Retail Electric Providers the most favorable electric price for Energy Contract renewal.

Mr. Perez stated Mr. Arredondo was available. Mr. Darrel Arredondo stated the city went out for RFP’s and received 9 bids for energy. Mr. Arredondo stated that the 10-year price will go up. He stated that Mr. Marco Arredondo is recommending a 4 to 5-year plan. He stated there is a potential increase in the next few years and this will be 4.9 to 4.9. If in three years the price starts to come down then the city can then go out for bids to secure a lower bid. Mr. Arredondo stated the contract the city has expires in January 2023 and are currently on a coalition and are at 4.0 rate but is flexible. Base 4 cent is an annual budget

increase of \$20K to \$40k more at the fix rate. Mr. Marco Arredondo broke down the rate and the rate had an increase to 5.3. Mayor Montoya stated that the city is probably at the lowest rate it can get. At a question, Mr. Darrell Arredondo stated yes, every consumer energy gets the fee. Commissioner Howell stated that Arredondo was not going to pass the cost on to the city and thanked Mr. Arredondo for his data analysis report. The agreement will look like its going up by 1 cent but it averages out to what the city is currently paying. Mr. Perez asked if the contract is approved for 5 years at 5.8 cents, would the city be able to go out if the prices go down in 3 years, Mr. Arredondo agreed the City could. Mr. Perez stated this agreement is go into a fixed rate rather than a variable rate. Mayor Montoya stated that the variable rate is costing the city more than the fixed rate the city will be getting. Mr. Perez stated Management will do the negotiations and then notify the commission the outcome of the number of years the city will agree to. Mr. Perez stated that being on a variable rate the city cannot budget but they can at a fixed rate. Commissioner Saldana stated the score sheet went to 15 and some companies received a higher rate. Commissioner Garcia stated that Mr. Arredondo's company are the brokers and the power companies. Commissioner Saldana moved to direct city manager and legal counsel to negotiate with energy to benefit the city. Commissioner Garcia seconded. Upon a called vote, the motion passed unanimously.

d. Contract for Legal Services.

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

10. EXECUTIVE SESSION:

**a. Discussion regarding Fire Department Holiday Pay – Section 551.074
Personnel Matters**

Mayor Montoya called the meeting back to order at 7:48 P.M

11. OPEN SESSION:

a. Item 10 from Executive Session.

Mayor Pro-Tem Martinez made a motion to proceed as discussed in executive session. Commissioner Howell seconded. Commissioner Howell thanked the fire department and their staff for their hard work. Upon a called vote, the motion passed unanimously.

12. ADJOURNMENT:

Commissioner Saldana motioned to adjourn. Mayor Pro-Tem Martinez seconded. Upon a called vote, the motion passed unanimously. The meeting adjourned at 8:11 P.M.

**MERCEDES CITY COMMISSION
JOINT MEETING WITH DEVELOPMENT CORP OF MERCEDES
NOVEMBER 30, 2022 – 6:30 P.M.
MERCEDES CITY HALL – COMMISSION CHAMBERS**

MEMBERS PRESENT:	Oscar D. Montoya Sr. Joe Martinez Jacob Howell Armando Martinez Ruben Saldana	Mayor Mayor Pro-Tem Commissioner Commissioner Commissioner
STAFF PRESENT:	Alberto Perez Joselynn Castillo Brianna Casares Melissa Ramirez	City Manager City Secretary Public Relations Econ. Development Director

1.) CALL MEETING TO ORDER

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

2.) ESTABLISH QUORUM

All members of the Commission were present which constitutes a full quorum.

3.) INVOCATION

DCM President Fred Gonzalez said the invocation.

4.) PLEDGE OF ALLEGIANCE

Mayor Montoya led in the Pledge of Allegiance.

5.) OPEN FORUM

- Mr. Ramon Mejia provided the Commission with a copy of the City Charter. Mr. Mejia expressed his concern with the City's spending and borrowing. He stated the City does not have qualified leaders. Mr. Mejia added that this current meeting is illegal and the DCM cannot go into executive session with the City Commission.

6.) DISCUSSION REGARDING THE DEVELOPMENT CORPORATION BUDGET FOR FY 22-23.

Ms. Ramirez stated that the budget was approved in September 2022 and listed some of the changes made to the budget to maximize the funds. Some of the changes included increasing investments for marketing, adding the janitorial for the downtown area, and adding Geofencing. DCM members stated that they changed to direct marketing to bring business into Mercedes. Mayor Montoya added that housing and building are needed. Mayor Montoya thanked the DCM for all their hard work. No action required.

7.) DISCUSSION AND POSSIBLE ACTION ON APPROVAL OF PLACER APPLICATION.

Mr. Jeremy from Placer did a short presentation regarding the placer program application. He stated the program can assist with direct marketing the DCM is doing and can help identify where people shop before and after visiting a business in Mercedes. The example he gave was the Outlet mall. The program will identify what restaurant or store was visited before going to the outlet mall and after visiting the outlet mall which can assist in

direct marketing to certain business to come to Mercedes. There was discussion regarding the reports, the number of users, and visitors from Mexico. DCM Members voted to table this item to look into it and bring it back at a later date. Motion passed unanimously.

At this time, Mayor Pro-Tem Martinez motioned to move to executive session. Commissioner Saldana seconded. Upon a called vote, the motion passed unanimously. Mayor Montoya called the meeting into executive session at 7:39 P.M.

Mayor Montoya called the meeting back to order at 8:51 P.M.

8.) DISCUSSION AND POSSIBLE ACTION ON JOINTLY FUNDING THE CITY WATER AND WASTEWATER MASTER PLAN WHICH IS TO INCLUDE A CAPITAL IMPROVEMENT PLAN.

No action was taken on this item.

9.) EXECUTIVE SESSION:

a. Discussion and Possible Action regarding personnel matters and project coordination with DCM – Section 551.074.

No action required.

10.) ADJOURNMENT.

Mayor Pro-Tem Martinez motioned to adjourn. Commissioner Garcia seconded. Upon a called vote, the motion passed unanimously. DCM members adjourned the meeting. The joint meeting adjourned at 8:52 P.M.

ORDINANCE NO. 2022-27

AN ORDINANCE CHANGING THE CLASSIFICATION FOR ZONING PURPOSES OF THE FOLLOWING TRACT OF LAND: CAPISALLO LOT 11 BLOCK 66, FROM CLASS “B” TWO FAMILY RESIDENCE TO CLASS “C” APARTMENT DISTRICT; PROVIDING FOR A SAVINGS AND REPEAL CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on the 21st day of September, 2022 a public hearing was held for the purpose of hearing any objections as to why: **CAPISALLO LOT 11 BLOCK 66**, Mercedes, Hidalgo County, Texas, should be rezoned and classified as follows: from a Class “B” Two Family Residence to a Class “C” Apartment District.

WHEREAS, the City Commission at its Special Meeting of December 5th, 2022, having considered the rezoning of the above-described property as listed in the foregoing section and having heard the pros and cons as to such rezoning request, is of the opinion that the aforementioned rezoning is in the best interest of the City of Mercedes, Texas.

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

Section 1 Capisallo Lot 11 Block 66, Mercedes, Hidalgo County, Texas, should be rezoned and classified as follows: from a Class “B” Two Family Residence to a Class “C” Apartment District.

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

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

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

PASSED, APPROVED AND ADOPTED ON FIRST READING THIS THE 6th DAY OF DECEMBER 2022.

PASSED, APPROVED AND ADOPTED ON SECOND READING THIS THE 20th DAY OF DECEMBER, 2022.

CITY OF MERCEDES

Oscar D. Montoya, Sr., Mayor

ATTEST:

APPROVED AS TO FORM:

Joselynn Castillo
City Secretary

Martie Garcia Vela
City Attorney

ORDINANCE NO. 2022-28

AN ORDINANCE CHANGING THE CLASSIFICATION FOR ZONING PURPOSES OF THE FOLLOWING TRACT OF LAND: HOLLYWOOD ACRES LOT 13, FROM CLASS “B” TWO FAMILY RESIDENCE TO CLASS “C” APARTMENT DISTRICT; PROVIDING FOR A SAVINGS AND REPEAL CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on the 21st day of September, 2022 a public hearing was held for the purpose of hearing any objections as to why: **LOT 13 HOLLYWOOD ACRES**, Mercedes, Hidalgo County, Texas, should be rezoned and classified as follows: from a Class “B” Two Family Residence to a Class “C” Apartment District.

WHEREAS, the City Commission at its Special Meeting of December 5th, 2022, having considered the rezoning of the above-described property as listed in the foregoing section and having heard the pros and cons as to such rezoning request, is of the opinion that the aforementioned rezoning is in the best interest of the City of Mercedes, Texas.

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

Section 1 Hollywood Acres Lot 13, Mercedes, Hidalgo County, Texas, should be rezoned and classified as follows: from a Class “B” Two Family Residence to a Class “C” Apartment District.

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

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

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

PASSED, APPROVED AND ADOPTED ON FIRST READING THIS THE 5th DAY OF DECEMBER 2022.

PASSED, APPROVED AND ADOPTED ON SECOND READING THIS THE 20th DAY OF DECEMBER, 2022.

CITY OF MERCEDES

Oscar D. Montoya, Sr., Mayor

ATTEST:

APPROVED AS TO FORM:

Joselynn Castillo
City Secretary

Martie Garcia Vela
City Attorney

ORDINANCE NO. 2022-29

AN ORDINANCE OF THE CITY OF MERCEDES, TEXAS, ADOPTING AND ENACTING A NEW CODE OF ORDINANCES; PROVIDING FOR THE REPEAL OF CERTAIN ORDINANCES NOT INCLUDED THEREIN; PROVIDING A PENALTY FOR THE VIOLATION THEREOF NOT EXCEEDING \$500 GENERALLY OR NOT EXCEEDING \$2,000 FOR VIOLATIONS RELATING TO FIRE SAFETY, ZONING OR PUBLIC HEALTH AND SANITATION OR NOT EXCEEDING \$4,000 FOR VIOLATIONS RELATING TO DUMPING OF REFUSE; PROVIDING FOR THE AMENDMENT OF SUCH CODE; AND PROVIDING WHEN SUCH CODE AND THIS ORDINANCE SHALL BECOME EFFECTIVE.

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

Section 1. That the Code of Ordinances of the City of Mercedes, Texas, consisting of Chapters 1 through 14, each inclusive, and Appendices, is hereby adopted and enacted which shall supersede all other general and permanent ordinances of the City passed on or before February 15, 2022.

Section 2. All ordinances of a general and permanent nature enacted on or before February 15, 2022, and not included in the Code or recognized and continued in force by reference therein, are repealed.

Section 3. The codification consists of all ordinances as codified therein and as may be revised pursuant to the ordinance codification process and as evidenced by the memorandum of understanding provided as a part of said process.

Section 4. The repeal provided for in Section 2 hereof shall not be construed to revive any ordinance or part thereof that has been repealed by a subsequent ordinance that is repealed by this ordinance.

Section 5. Unless a differing penalty is expressly provided for within the Code, every person convicted of a general violation of any provision of the Code or any rule, ordinance, or police regulation of the City shall be punished by a fine not to exceed \$2,000.00 for violations of all such rules, ordinances and police regulations that govern fire safety, zoning, or public health and sanitation, not to exceed \$4,000.00 for violations of all such rules, ordinances and police regulations that govern the dumping of refuse, and not exceeding \$500.00 for all other violations. Each act of violation and each day upon which any such violation shall occur shall constitute a separate offense. The penalty provided by this section, unless another penalty is expressly provided, shall apply to the amendment of any Code section, whether or not such penalty is reenacted in the amendatory ordinance. In addition to the penalty prescribed above, the City may pursue other remedies such as abatement of nuisances, injunctive relief and revocation of licenses or permits.

Section 6. Additions or amendments to the Code when passed in such form as to indicate the intention of the City Commission to make same a part of the Code shall be deemed to be incorporated into the Code, so that reference to the Code includes the additions and amendments.

Section 7. Ordinances adopted after February 15, 2022, that amend or refer to ordinances that have been codified in the Code shall be construed as if they amend or refer to like provisions of the Code.

Section 8. This ordinance and the Code adopted hereby shall become effective upon final passage of this ordinance.

PASSED, ADOPTED AND APPROVED by an affirmative vote of the City Commission of the City of Mercedes, Texas, this 20th day of December, 2022.

Mayor

ATTEST:

City Secretary

Choose an item.

DATE: December 20, 2022

FROM: Javier Ramírez, Assistant City Manager, Planning Director

ITEM: **Urban county Program 5-Year Consolidated Plan Public Hearing**

BACKGROUND INFORMATION:

In compliance with the Consolidated for Community Planning & Development (CDBG), the City will conduct a public hearing to solicit input from interested parties on the City's needs under the Urban County Program 5 Year Consolidated Plan Fiscal Years 2023-2027.

The overall goals for the Consolidated Plan are to strengthen partnerships with jurisdiction, to extend and strengthen partnerships among all levels of government and the private sector, including profit and nonprofit organizations, to enable them to provide decent housing, to establish and maintain a suitable living, environment, and to expand economic opportunities for every citizen, particularly for very low income persons.

In reviewing the attached list of 97 items, the ones that typically would rate 'High' on the needs assessment for Mercedes would include the following;

Parks, Recreational Facilities, Flood Drain Improvements, Water/Sewer improvements
Street Improvements

Other items that would rank in the Moderate range may include the following:

Senior Centers	Handicapped Centers	Youth Centers
Neighborhood Centers	Public Services	Senior Services
Handicapped Services	Battered / Abused Spouses	Health Services
Abused & Neglected Children		Youth Services

BOARD REVIEW/CITIZEN FEEDBACK: Approved

ALTERNATIVES/OPTIONS:

FISCAL IMPACT:

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

Finance Review by:

LEGAL REVIEW:

ATTACHMENTS:

Staff Recommendation: Staff recommends approval of the Five Year



URBAN COUNTY PROGRAM

1916 TESORO ST. • PHARR, TEXAS 78577 • (956) 787-8127 FAX (956) 318-2988 • E-MAIL:ucp@co.hidalgo.tx.us

November 15, 2022

City/Precinct
Mayor / Commissioners
Hidalgo County

RE: 5 Year Consolidate Plan Requirements

Dear Mayor/Commissioners:

Please be advised that the Urban County Program is once more required to submit a 5 year consolidated plan to HUD for future funding. Attached you will find the required documentation along with a calendar with important deadlines for each city/precinct. It is imperative that you follow the calendar dates and ensure that your staff submits the required documentation on a timely manner. This will allow for UCP to comply with all requirements. A formal public hearing, during your city council meeting is mandatory (city council quorum required).

Attached you will find, a public hearing needs assessment notice that will need to be posted at the precinct's office, city hall, and the library (where applicable).

Please take notice that the cost of publication of notices will be paid by the Urban County Program with the City's or Precinct's UCP general administration funds, unless the city does not have any funds available, it would have to be covered by the respective entity. Furthermore, also attached is a sign in sheet, please ensure that you have it available as it is necessary for you to have the city council and all attendants sign in. An activity eligibility rating list is also included. The activities considered by the city/precinct to be a high priority need, will be the activities that will be allowed on any one of the next five annual action plans. It is imperative that you plan out your projects within these next five years. The UCP intends to honor the 5 year consolidated plan ratings, and try to eliminate amendments to the next five Annual Action Plans.

Should you have any questions please feel free to contact me at your earliest convenience.

Respectfully submitted,

Patricio R. Avila,
UCP Director

Precinct/City Name
Urban County Program
5 Year Consolidated Plan 2023-2027
Public Hearing Needs Assessment

Sign-In Register

Location:

Date:

Time:

Name	Agency	Phone No.
1.		
2.		
3.		
4.		
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19.		
20.		

ATTACHED:

5-Year Consolidated Plan

***ELIGIBLE CDBG CATEGORIES
NEEDS RATING SHEET***

City /Precinct Name:

Please Circle the Level of NEED Below Each Category:

- 1.) Acquisition of Real Property (01)
High / Med / Low
- 2.) Disposition (02)
High / Med / Low
- 3.) Public Facilities and Improvements (General) (03)
High / Med / Low
- 4.) Senior Centers (03A)
High / Med / Low
- 5.) Handicapped Centers (03B)
High / Med / Low
- 6.) Homeless Facilities (Not operating cost) (03C)
High / Med / Low
- 7.) Youth Centers (03D)
High / Med / Low
- 8.) Neighborhood Facilities (03E)
High / Med / Low
- 9.) Parks, Recreational Facilities (03F)
High / Med / Low
- 10.) Parking Facilities (03G)
High / Med / Low
- 11.) Solid Waste Disposal Improvements (03H)
High / Med / Low
- 12.) Flood Drain Improvements (03I)
High / Med / Low
- 13.) Water/Sewer Improvements (03J)
High / Med / Low
- 14.) Street Improvements (03K)
High / Med / Low

- 15.) Sidewalks (03L)
High / Med / Low
- 16.) Child Care Centers (03M)
High / Med / Low
- 17.) Tree Planting (03N)
High / Med / Low
- 18.) Fire Stations/Equipment (03O)
High / Med / Low
- 19.) Health Facilities (03P)
High / Med / Low
- 20.) Abused and Neglected Children Facilities (03Q)
High / Med / Low
- 21.) Asbestos Removal (03R)
High / Med / Low
- 22.) Facilities for AIDS Patients (not operating cost) (03S)
High / Med / Low
- 23.) Operating Costs of Homeless/AIDS Patients Programs (03T)
High / Med / Low
- 24.) Clearance and Demolition (04)
High / Med / Low
- 25.) Clean-up of Contaminated Sites (04A)
High / Med / Low
- 26.) Public Services (General) (05)
High / Med / Low
- 27.) Senior Services (05A)
High / Med / Low
- 28.) Handicapped Services (05B)
High / Med / Low
- 29.) Legal Services (05C)
High / Med / Low

- 30.) Youth Services (05D)
High / Med / Low
- 31.) Transportation Services (05E)
High / Med / Low
- 32.) Substance Abuse Services (05F)
High / Med / Low
- 33.) Battered and Abused Spouses (05G)
High / Med / Low
- 34.) Employment Training (05H)
High / Med / Low
- 35.) Crime Awareness (05I)
High / Med / Low
- 36.) Fair Housing Activities (if CDBG, then subject to) (05J)
High / Med / Low
- 37.) Tenant/Landlord Counseling (05K)
High / Med / Low
- 38.) Child Care Services (05L)
High / Med / Low
- 39.) Health Services (05M)
High / Med / Low
- 40.) Abused and Neglected Children (05N)
High / Med / Low
- 41.) Mental Health Services (05O)
High / Med / Low
- 42.) Screening for Lead-Based Paint/Lead Hazards Poison (05P)
High / Med / Low
- 43.) Subsistence Payments (05Q)
High / Med / Low
- 44.) Homeownership Assistance (not direct) (05R)
High / Med / Low

- 45.) Rental Housing Subsidies (if HOME, not part of 5%) (05S)
High / Med / Low
- 46.) Security Deposits (if HOME, not part of 5% Admin) (05T)
High / Med / Low
- 47.) Interim Assistance (06)
High / Med / Low
- 48.) Urban Renewal Completion (07)
High / Med / Low
- 49.) Relocation (08)
High / Med / Low
- 50.) Loss of Rental Income (09)
High / Med / Low
- 51.) Removal of Architectural Barriers (10)
High / Med / Low
- 52.) Privately Owned Utilities (11)
High / Med / Low
- 53.) Construction of Housing (12)
High / Med / Low
- 54.) Direct Homeownership Assistance (13)
High / Med / Low
- 55.) Rehab: Single-Unit Residential (14A)
High / Med / Low
- 56.) Rehab: Multi-Unit Residential (14B)
High / Med / Low
- 57.) Public Housing Modernization (14C)
High / Med / Low
- 58.) Rehab: Other Publicly Owned Residential Buildings (14D)
High / Med / Low
- 59.) Rehab: Publicly or Privately Owned Commercial /Indu (14E)
High / Med / Low

- 60.) Energy Efficiency Improvements (14F)
High / Med / Low
- 61.) Acquisition-for rehabilitation (14G)
High / Med / Low
- 62.) Rehabilitation Administrations (14H)
High / Med / Low
- 63.) Lead-Based/Lead Hazard Test/Abate (14I)
High / Med / Low
- 64.) Code Enforcement (15)
High / Med / Low
- 65.) Residential Historic Preservation (16A)
High / Med / Low
- 66.) Non-Residential Historic Preservation (16B)
High / Med / Low
- 67.) CI Land Acquisition/ Disposition (17A)
High / Med / Low
- 68.) CI Infrastructure Development (17B)
High / Med / Low
- 69.) CI Building Acquisition, Construction, Rehabilitate (17C)
High / Med / Low
- 70.) Other commercial/industrial improvements (17D)
High / Med / Low
- 71.) ED Direct Financial Assistance to For-Profits (18A)
High / Med / Low
- 72.) ED Technical Assistance (18B)
High / Med / Low
- 73.) Micro-Enterprise Assistance (18C)
High / Med / Low
- 74.) HOME Admin/Planning Costs of PJ (not part of 5% AD) (19A)
High / Med / Low

- 75.) HOME CHDO Operating Costs (not part of 5% Admin ca (19B)
High / Med / Low
- 76.) CDBG Non-Profit Organization Capacity Building (19C)
High / Med / Low
- 77.) CDBG Assistance to Institutes of Higher Education (19D)
High / Med / Low
- 78.) CDBG Operation and Repair of Foreclosed Property (19E)
High / Med / Low
- 79.) Planned Repayment of Section 108 Principal (19F)
High / Med / Low
- 80.) Unplanned Repayment of Section 108 Principal (19G)
High / Med / Low
- 81.) State CDBG Technical Assistance to Grantees (19H)
High / Med / Low
- 82.) Planning (20)
High / Med / Low
- 83.) General Program Administration (21A)
High / Med / Low
- 84.) Indirect Costs (21B)
High / Med / Low
- 85.) Fair Housing Activities (subject to 20% Admin cap) (21C)
High / Med / Low
- 86.) Submissions or Applications for Federal Programs (21D)
High / Med / Low
- 87.) HOME Rental Subsidy Payments (subject to 5% cap) (21E)
High / Med / Low
- 88.) HOME Security Deposits (subject to 5% cap) (21G)
High / Med / Low
- 89.) HOME Admin/Planning Costs of PJ (subject to 5% cap) (21H)
High / Med / Low

90.) HOME CHDO Operating Expenses (subject to 5% cap) (21I)

High / Med / Low

91.) Unprogrammed Funds (22)

High / Med / Low

92.) HOPWA (31)

High / Med / Low

93.) HOPWA Grantee Activity (31A)

High / Med / Low

94.) HOPWA Grantee Administration (31B)

High / Med / Low

95.) HOPWA Project Sponsor Activity (31C)

High / Med / Low

96.) HOPWA Project Sponsor Administration (31D)

High / Med / Low

97.) FOOD PANTRY Sponsor Administration (05W)

High / Med / Low

Acknowledgement of submittal

Signature of Person completing form:

Date

City Secretary Certification of approval

(Seal)

Appendix A

CDBG MATRIX CODES

CDBG Matrix Codes by Category

Matrix codes are listed here by category so you can quickly review the available choices.

Acquisition, Disposition, Clearance, Relocation

- | | |
|---------------------------------|-----------------------------------|
| 01 Acquisition of Real Property | 04A Cleanup of Contaminated Sites |
| 02 Disposition of Real Property | 08 Relocation |
| 04 Clearance and Demolition | |

Administration and Planning

- | | |
|--|---|
| 20 Planning | 21E Submission of Applications for Federal Programs |
| 21A General Program Administration | 21H CDBG Funding of HOME Admin |
| 21B Indirect Costs | 21I CDBG Funding of HOME CHDO Operating Expenses |
| 21C Public Information | 14H Rehab: Administration |
| 21D Fair Housing Activities (subject to Admin cap) | |

Economic Development

- | | |
|---|--|
| 14E Rehab: Publicly or Privately Owned Commercial/Industrial (CI) | 17D CI: Other Improvements |
| 17A CI: Acquisition/Disposition | 18A ED: Direct Financial Assistance to For-Profits |
| 17B CI: Infrastructure Development | 18B ED: Technical Assistance |
| 17C CI: Building Acquisition, Construction, Rehabilitation | 18C ED: Micro-Enterprise Assistance |

Housing

- | | |
|---|---|
| 12 Construction of Housing | 14G Rehab: Acquisition |
| 13 Direct Homeownership Assistance | 14H Rehab: Administration |
| 14A Rehab: Single-Unit Residential | 14I Lead-Based Paint/Lead Hazards Testing/Abatement |
| 14B Rehab: Multi-Unit Residential | 14J Housing Services |
| 14C Rehab: Public Housing Modernization | 16A Residential Historic Preservation |
| 14D Rehab: Other Publicly Owned Residential Buildings | 19E Operation/Repair of Foreclosed Property |
| 14F Rehab: Energy Efficiency Improvements | |

Public Facilities and Infrastructure Improvements

- | | |
|---|--|
| 03A Senior Centers | 03L Sidewalks |
| 03B Handicapped Centers | 03M Child Care Centers |
| 03C Homeless Facilities (not operating costs) | 03N Tree Planting |
| 03D Youth Centers | 03O Fire Stations/Equipment |
| 03E Neighborhood Facilities | 03P Health Facilities |
| 03F Parks, Recreational Facilities | 03Q Facilities for Abused and Neglected Children |
| 03G Parking Facilities | 03R Asbestos Removal |
| 03H Solid Waste Disposal Improvements | 03S Facilities for AIDS Patients (not operating costs) |
| 03I Flood Drainage Improvements | 03 Other Public Facilities/Improvements |
| 03J Water/Sewer Improvements | |
| 03K Street Improvements | |

Public Services

05A Senior Services	05N Services for Abused and Neglected Children
05B Handicapped Services	05O Mental Health Services
05C Legal Services	05P Screening for Lead Poisoning
05D Youth Services	05Q Subsistence Payments
05E Transportation Services	05R Homeownership Assistance (not direct)
05F Substance Abuse Services	05S Rental Housing Subsidies
05G Services for Battered and Abused Spouses	05T Security Deposits
05H Employment Training	05U Housing Counseling
05I Crime Awareness/Prevention	05V Neighborhood Cleanups
05J Fair Housing Activities (subject to Public Services cap)	05W Food Banks
05K Tenant/Landlord Counseling	03T Operating Costs of Homeless/AIDS Patients Programs
05L Child Care Services	05 Other Public Services
05M Health Services	

Section 108 Loans

19F Planned Repayments of Section 108 Loans	24A Payment of Interest on Section 108 Loans
19G Unplanned Repayments of Section 108 Loans	24B Payment of Costs of Section 108 Financing
	24C Debt Service Reserve

Other

06 Interim Assistance	19C Non-Profit Organization Capacity Building
07 Urban Renewal Completion	22 Unprogrammed Funds
09 Loss of Rental Income	23 Tornado Shelters Serving Private Mobile Home Parks
11 Privately Owned Utilities	
15 Code Enforcement	
16B Non-Residential Historic Preservation	

Definitions of the matrix codes are provided in the table that follows.

MATRIX CODE DEFINITIONS

Matrix codes are used to indicate—but do not establish—activity eligibility. An activity must be eligible in accordance with the regulations at 570.201–570.207. Grantees need to refer to the regulations to determine an activity's eligibility; the codes defined below are used in IDIS chiefly to categorize activities for reporting purposes.

Code	Definition
01	<p>Acquisition of Real Property</p> <p>Acquisition of real property that will be developed for a public purpose. Use code 01 for the CDBG-funded purchase of real property on which, for example, a public facility or housing will be constructed.</p> <p><i>When CDBG funds are used to:</i></p> <ul style="list-style-type: none"> • <i>acquire a public facility that will be rehabilitated with CDBG funds and continue to be used as a public facility, assign the appropriate 03* code.</i> • <i>acquire housing that will be rehabilitated, use code 14G.</i>
02	<p>Disposition of Real Property</p> <p>Costs related to the sale, lease, or donation of real property acquired with CDBG funds or under urban renewal. These include the costs of temporarily maintaining property pending disposition and costs incidental to disposition of the property.</p>
03A	<p>Senior Centers</p> <p>Acquisition, construction, or rehabilitation of facilities (except permanent housing) for seniors.</p> <p>03A may be used for a facility serving both the elderly and the handicapped provided it is not intended primarily to serve persons with handicaps. If it is, use 03B instead.</p> <p><i>For the construction of permanent housing for the elderly, use code 12; for the rehabilitation of such housing, use the appropriate 14* code.</i></p>
03B	<p>Handicapped Centers</p> <p>Acquisition, construction, or rehabilitation of centers, group homes, and other facilities (except permanent housing) for the handicapped.</p> <p>03B may be used for a facility serving both the handicapped and the elderly provided it is not intended primarily to serve the elderly. If it is, use 03A instead.</p> <p><i>For the construction of permanent housing for the handicapped, use code 12; for the rehabilitation of such housing, use the appropriate 14* code.</i></p>
03C	<p>Homeless Facilities (not operating costs)</p> <p>Acquisition, construction, or rehabilitation of temporary shelters and transitional housing for the homeless, including battered spouses, disaster victims, runaway children, drug offenders, and parolees.</p> <p><i>For the construction of permanent housing for the homeless, use code 12; for the rehabilitation of such housing, use the appropriate 14* code.</i></p>

Code	Definition
03D	<p>Youth Centers</p> <p>Acquisition, construction, or rehabilitation of facilities intended primarily for young people age 13 to 19. These include playground and recreational facilities that are part of a youth center.</p> <p><i>For the acquisition, construction or rehabilitation of facilities intended primarily for children age 12 and under, use 03M; for facilities for abused and neglected children, use 03Q.</i></p>
03E	<p>Neighborhood Facilities</p> <p>Acquisition, construction, or rehabilitation of facilities that are principally designed to serve a neighborhood and that will be used for social services or for multiple purposes (including recreation). Such facilities may include libraries and community centers.</p>
03F	<p>Parks, Recreational Facilities</p> <p>Development of open space areas or facilities intended primarily for recreational use.</p>
03G	<p>Parking Facilities</p> <p>Acquisition, construction, or rehabilitation of parking lots and parking garages. Also use 03G if the primary purpose of rehabilitating a public facility or carrying out a street improvement activity is to improve parking.</p> <p><i>If parking improvements are only part of a larger street improvement activity, use 03K.</i></p>
03H	<p>Solid Waste Disposal Improvements</p> <p>Acquisition, construction, or rehabilitation of solid waste disposal facilities.</p>
03I	<p>Flood Drainage Improvements</p> <p>Acquisition, construction, or rehabilitation of flood drainage facilities, such as retention ponds or catch basins. Do not use 03I for construction/rehabilitation of storm sewers, street drains, or storm drains.</p> <p><i>Use 03J for storm sewers and 03K for street and storm drains.</i></p>
03J	<p>Water/Sewer Improvements</p> <p>Installation or replacement of water lines, sanitary sewers, storm sewers, and fire hydrants. Costs of street repairs (usually repaving) made necessary by water/sewer improvement activities are included under 03J.</p> <p><i>For water/sewer improvements that are part of:</i></p> <ul style="list-style-type: none"> <i>more extensive street improvements, use 03K (assign 03K, for example, to an activity that involves paving six blocks of Main Street and installing 100 feet of new water lines in one of those blocks).</i> <i>a housing rehabilitation activity, use the appropriate 14* matrix code.</i> <p><i>For construction or rehabilitation of flood drainage facilities, use 03I.</i></p>

Code	Definition
03K	Street Improvements Installation or repair of streets, street drains, storm drains, curbs and gutters, tunnels, bridges, and traffic lights/signs. Also use 03K: <ul style="list-style-type: none"> • for improvements that include landscaping, street lighting, and/or street signs (commonly referred to as "streetscaping"). • If sidewalk improvements (see code 03L) are part of more extensive street improvements.
03L	Sidewalks Improvements to sidewalks. Also use 03L for sidewalk improvements that include the installation of trash receptacles, lighting, benches, and trees.
03M	Child Care Centers Acquisition, construction, or rehabilitation of facilities intended primarily for children age 12 and under. Examples are daycare centers and Head Start preschool centers. <i>For the construction or rehabilitation of facilities for abused and neglected children, use 03Q; for the construction or rehabilitation of facilities for teenagers, use 03D.</i>
03N	Tree Planting Activities limited to tree planting (sometimes referred to as "beautification"). <i>For streetscape activities that include tree planting, use 03K; for sidewalk improvement activities that include tree planting, use 03L.</i>
03O	Fire Stations/Equipment Acquisition, construction, or rehabilitation of fire stations and/or the purchase of fire trucks and emergency rescue equipment.
03P	Health Facilities Acquisition, construction, or rehabilitation of physical or mental health facilities. Examples of such facilities include neighborhood clinics, hospitals, nursing homes, and convalescent homes. <i>Health facilities for a specific client group should use the matrix code for that client group. For example, use 03Q for the construction or rehabilitation of health facilities for abused and neglected children.</i>
03Q	Facilities for Abused and Neglected Children Acquisition, construction, or rehabilitation of daycare centers, treatment facilities, or temporary housing for abused and neglected children.
03R	Asbestos Removal Rehabilitation of any public facility undertaken primarily to remove asbestos.
03S	Facilities for AIDS Patients (not operating costs) Acquisition, construction, or rehabilitation of facilities for the treatment or temporary housing of people who are HIV positive or who have AIDS. <i>For the construction or rehabilitation of facilities for AIDS education and prevention, use 03P.</i>

Appendix A: CDBG Matrix Codes

Code	Definition
03T	Operating Costs of Homeless/AIDS Patients Programs Costs associated with the operation of programs for the homeless or for AIDS patients, such as staff costs, utilities, maintenance, and insurance. Because payment of operating costs for these programs is a public service under CDBG, all CDBG expenditures for 03T activities are included in the calculation of the Public Services cap.
03	Other Public Facilities and Improvements Do not use this code unless an activity does not fall under a more specific 03* code. Also, do not use one activity for multiple facilities and then assign it an 03 because the types of facilities are different. One legitimate use of 03 is for activities that assist persons with disabilities by removing architectural barriers from or providing ADA improvements to government buildings (activities that otherwise would not be eligible for CDBG funding).
04	Clearance and Demolition Clearance or demolition of buildings/improvements, or the movement of buildings to other sites.
04A	Cleanup of Contaminated Sites Activities undertaken primarily to clean toxic/environmental waste or contamination from a site.
05A	Senior Services Services for the elderly. 05A may be used for an activity that serves both the elderly and the handicapped provided it is not intended primarily to serve persons with handicaps. If it is, use 05B instead.
05B	Handicapped Services Services for the handicapped, regardless of age.
05C	Legal Services Services providing legal aid to low- and moderate-income (LMI) persons. <i>If the only legal service provided is for the settlement of tenant/landlord disputes, use 05K.</i>
05D	Youth Services Services for young people age 13 to 19 that include, for example, recreational services limited to teenagers and teen counseling programs. Also use 05D for counseling programs that target teens but include counseling for the family as well. <i>For services for children age 12 and under, use 05L; for services for abused and neglected children, use 05N.</i>
05E	Transportation Services General transportation services. <i>Transportation services for a specific client group should use the matrix code for that client group. For example, use 05A for transportation services for the elderly.</i>

Code	Definition
05F	Substance Abuse Services Substance abuse recovery programs and substance abuse prevention/education activities. If the services are provided for a specific client group, the matrix code for that client group may be used instead. For example, substance abuse services that target teenagers may be coded either 05D or 05F.
05G	Services for Battered and Abused Spouses Services for battered and abused spouses and their families. <i>For services limited to abused and neglected children, use 05N.</i>
05H	Employment Training Assistance to increase self-sufficiency, including literacy, independent living skills, and job training. <i>For activities providing training for permanent jobs with specific businesses, use 18A.</i>
05I	Crime Awareness/Prevention Promotion of crime awareness and prevention, including crime prevention education programs and paying for security guards.
05J	Fair Housing Activities (subject to Public Services cap) Fair housing services (e.g. counseling on housing discrimination) that meet a national objective. <i>For fair housing services activities carried out as part of general program administration (and thus not required to meet a national objective), use 21D.</i>
05K	Tenant/Landlord Counseling Counseling to help prevent or settle disputes between tenants and landlords.
05L	Child Care Services Services that will benefit children (generally under age 13), including parenting skills classes. <i>For services exclusively for abused and neglected children, use 05N.</i>
05M	Health Services Services addressing the physical health needs of residents of the community. <i>For mental health services, use 05O.</i>
05N	Services for Abused and Neglected Children Daycare and other services exclusively for abused and neglected children.
05O	Mental Health Services Services addressing the mental health needs of residents of the community.
05P	Screening for Lead Poisoning Activities undertaken primarily to provide screening for lead poisoning. <i>For lead poisoning testing/abatement activities, use 14I.</i>

Code	Definition
05Q	Subsistence Payments One-time or short-term (no more than three months) emergency payments on behalf of individuals or families, generally for the purpose of preventing homelessness. Examples include utility payments to prevent cutoff of service and rent/mortgage payments to prevent eviction.
05R	Homeownership Assistance (not direct) Homeowner downpayment assistance provided as a public service. If housing counseling is provided to those applying for downpayment assistance, the counseling is considered part of the 05R activity. Assistance provided under 05R must meet the low/mod housing national objective. Therefore, unless the assistance is provided by a CBDO in an NRSA, it is subject to the public service cap and only low/mod households may be assisted. If the assistance is provided by a CBDO in an NRSA, the housing units for which CDBG funds are obligated in a program year may be aggregated and treated as a single structure for purposes of meeting the housing national objective (that is, only 51% of the units must be occupied by LMI households). <i>For more extensive types of homeownership assistance provided under authority of the National Affordable Housing Act, use code 13.</i>
05S	Rental Housing Subsidies Tenant subsidies exclusively for rental payments for more than three months. Activities providing this form of assistance must be carried out by CBDOS.
05T	Security Deposits Tenant subsidies exclusively for payment of security deposits.
05U	Housing Counseling Housing counseling for renters, homeowners, and/or potential new homebuyers that is provided as an independent public service (i.e., not as part of another eligible housing activity).
05V	Neighborhood Cleanups One-time or short-term efforts to remove trash and debris from neighborhoods. Examples of legitimate uses of this code include neighborhood cleanup campaigns and graffiti removal.
05W	Food Banks Costs associated with the operation of food banks, community kitchens, and food pantries, such as staff costs, supplies, utilities, maintenance, and insurance.
05	Other Public Services Do not use this code for public services activities unless an activity does not fall under a more specific 05* code. Examples of legitimate uses of this code are referrals to social services, neighborhood cleanup, graffiti removal, and food distribution (community kitchen, food bank, and food pantry services).

Code	Definition
06	Interim Assistance Only for activities undertaken either to: <ul style="list-style-type: none"> • Make limited improvements (e.g., repair of streets, sidewalks, or public buildings) intended solely to arrest further deterioration of physically deteriorated areas prior to making permanent improvements. • Alleviate emergency conditions threatening public health and safety, such as removal of tree limbs or other debris after a major storm.
07	Urban Renewal Completion Completion of urban renewal projects funded under Title I of the Housing Act of 1949. Do not use code 07 for a downtown renewal, downtown development, or urban renewal activity unless the activity will result in the closing out of a federally-approved urban renewal project.
08	Relocation Relocation payments and other assistance for permanently or temporarily displaced individuals, families, businesses, non-profit organizations, and farms.
09	Loss of Rental Income Payments to owners of housing for loss of rental income due to temporarily holding rental units for persons displaced by CDBG-assisted activities.
11	Privately Owned Utilities Acquisition, reconstruction, rehabilitation, or installation of distribution lines and facilities of federally regulated, privately owned utilities. This includes placing new or existing distribution lines/facilities underground.
12	Construction of Housing Construction of housing with CDBG funds must be carried out by CBDOs, in accordance with the regulations at 570.204(a).
13	Direct Homeownership Assistance Homeownership assistance to LMI households as authorized under 105(a)(24). Forms of assistance include subsidizing interest rates and mortgage principal, paying up to 50% of downpayment costs, paying reasonable closing costs, acquiring guarantees for mortgage financing from private lenders, and financing the acquisition by LMI households of the housing they already occupy. If housing counseling is provided to households receiving direct homeownership assistance, the counseling is considered part of the code 13 activity. All recipients of assistance provided under matrix code 13 must be LMI.
14A	Rehab: Single-Unit Residential Rehabilitation of privately owned, single-unit homes.

Code	Definition
14B	<p>Rehab: Multi-Unit Residential</p> <p>Rehabilitation of privately owned buildings with two or more permanent residential units.</p> <p><i>For the rehabilitation of units that will provide temporary shelter or transitional housing for the homeless, use 03C.</i></p>
14C	<p>Rehab: Public Housing Modernization</p> <p>Rehabilitation of housing units owned/operated by a public housing authority (PHA).</p>
14D	<p>Rehab: Other Publicly Owned Residential Buildings</p> <p>Rehabilitation of permanent housing owned by a public entity other than a PHA.</p> <p><i>For the rehabilitation of other publicly owned buildings that will provide temporary shelter or transitional housing for the homeless, use 03C.</i></p>
14E	<p>Rehab: Publicly or Privately Owned Commercial/Industrial</p> <p>Rehabilitation of commercial/Industrial property. If the property is privately owned, CDBG-funded rehab is limited to:</p> <ul style="list-style-type: none"> • Exterior Improvements (generally referred to as "facade improvements"). • Correction of code violations <p><i>For more extensive rehabilitation of privately owned commercial/Industrial property, use 17C; for Infrastructure developments and improvements at commercial/Industrial sites, use 17B.</i></p>
14F	<p>Rehab: Energy Efficiency Improvements</p> <p>Housing rehabilitation with the sole purpose of improving energy efficiency (e.g., a weatherization program).</p> <p><i>For energy efficiency improvements to public housing units, use 14C; for other publicly owned residential buildings, use 14D.</i></p>
14G	<p>Rehab: Acquisition</p> <p>Acquisition of property to be rehabilitated for housing. 14G may be used whether CDBG funds will pay only for acquisition or for both acquisition and rehabilitation.</p>
14H	<p>Rehab: Administration</p> <p>All delivery costs (including staff, other direct costs, and service costs) directly related to carrying out housing rehabilitation activities. Examples include appraisal, architectural, engineering, and other professional services; preparation of work specifications and work write-ups; loan processing; survey, site and utility plans; application processing; and other fees.</p> <p>Do not use 14H for the costs of actual rehabilitation and do not use it for costs unrelated to running a rehab program (e.g., tenant/landlord counseling).</p> <p><i>For housing rehabilitation administration activities carried out as part of general program administration (and thus not required to meet a national objective), use code 21.</i></p>

Code	Definition
14I	Lead-Based Paint/Lead Hazards Testing/Abatement Housing rehabilitation activities with the primary goal of evaluating and reducing lead-based paint/lead hazards. <i>For lead-based paint/lead hazards screening, use 05P.</i>
14J	Housing Services Housing services in support of the HOME Program, eligible under 570.201(k).
15	Code Enforcement Salaries and overhead costs associated with property inspections and follow-up actions (such as legal proceedings) directly related to the enforcement (not correction) of state and local codes. <i>For the correction of code violations, use the appropriate rehabilitation code.</i>
16A	Residential Historic Preservation Rehabilitation of historic buildings for residential use.
16B	Non-Residential Historic Preservation Rehabilitation of historic buildings for non-residential use. Examples include the renovation of an historic building for use as a neighborhood facility, as a museum, or by an historic preservation society.
17A	Commercial/Industrial: Acquisition/Disposition Land acquisition, clearance of structures, or packaging of land for the purpose of creating industrial parks or promoting commercial/industrial development. 17A activities must be carried out by the grantee or by non-profits.
17B	Commercial/Industrial: Infrastructure Development Street, water, parking, rail transport, or other improvements to commercial/industrial sites. 17B also includes the installation of public improvements, such as the construction of streets to and through commercial/industrial areas. 17B activities must be carried out by the grantee or by non-profits.
17C	Commercial/Industrial: Building Acquisition, Construction, Rehabilitation Acquisition, construction, or rehabilitation of commercial/industrial buildings. 17C activities must be carried out by the grantee or by non-profits.
17D	Commercial/Industrial: Other Improvements Commercial/industrial improvements not covered by other 17* codes. 17D activities must be carried out by the grantee or by non-profits.
18A	Economic Development: Direct Financial Assistance to For-Profits Financial assistance to for-profit businesses to (for example) acquire property, clear structures, build, expand or rehabilitate a building, purchase equipment, or provide operating capital. Forms of assistance include loans, loan guarantees, and grants. With one exception, a separate 18A activity must be set up for each business assisted. The exception is an activity carried out under 570.208(a)(4)(vi), for which job aggregation is allowed.

Code	Definition
18B	Economic Development: Technical Assistance Technical assistance to for-profit businesses, including workshops, marketing, and referrals. Also use 18B for activity delivery costs eligible under 570.203(c).
18C	Economic Development: Micro-Enterprise Assistance Financial assistance, technical assistance, or general support services to owners and developers of micro-enterprises. A micro-enterprise is a business with five or fewer employees, including the owner(s). With one exception, a separate activity must be set up for each micro-enterprise assisted. The exception is an activity carried out under 570.208(a)(4)(vi), for which job aggregation is allowed.
19A	Obsolete – use code 21H.
19B	Obsolete – use code 21H.
19C	CDBG Non-Profit Organization Capacity Building Activities specifically designed to increase the capacity of non-profit organizations to carry out eligible neighborhood revitalization or economic development activities. Such activities may include providing technical assistance and specialized training to staff.
19D	CDBG Assistance to Institutes of Higher Education Obsolete. Instead of using this matrix code, set the INSTITUTION OF HIGHER EDUCATION field to "yes" on the Add/Edit Subordinate Organization screen to indicate that the activity will be carried out by an institution of higher education. Then assign the appropriate matrix code based on the nature of the activity to be undertaken by the institution.
19E	CDBG Operation and Repair of Foreclosed Property Activities to prevent the abandonment and deterioration of housing acquired through tax foreclosure. These include making essential repairs to the housing and paying operating expenses to maintain its habitability.
19F	Planned Repayments of Section 108 Loans Repayments of principal for Section 108 loan guarantees.
19G	Unplanned Repayments of Section 108 Loans Unplanned repayments of principal for Section 108 loan guarantees.
20	Planning Program planning activities, including the development of comprehensive plans (e.g., a consolidated plan), community development plans, energy strategies, capacity building, environmental studies, area neighborhood plans, and functional plans.

Code	Definition
21A	General Program Administration Overall program administration, including (but not limited to) salaries, wages, and related costs of grantee staff or others engaged in program management, monitoring, and evaluation. Also use 21A to report the use of CDBG funds to administer federally designated Empowerment Zones or Enterprise Communities. <i>For CDBG funding of HOME admin costs, use 21H; for CDBG funding of HOME CHDO operating expenses, use 21I.</i>
21B	Indirect Costs Costs charged under an indirect cost allocation plan.
21C	Public Information Providing information and other resources to residents and citizen organizations participating in the planning, implementation, or assessment of CDBG-assisted activities.
21D	Fair Housing Activities (subject to Admin cap) Fair housing activities carried out as part of general program administration rather than as a public service. They are subject to the Admin cap, but do not have to meet a national objective. <i>For fair housing activities carried out as a public service, use 05J.</i>
21E	Submission of Applications for Federal Programs Preparation of (1) documents that must be submitted to HUD to receive CDBG funds or (2) applications to other federal programs for community development assistance.
21H	CDBG Funding of HOME Admin CDBG funding of administrative costs for HOME Program activities eligible under 570.206(I)(2).
21I	CDBG Funding of HOME CHDO Operating Expenses CDBG funding of CHDO operating expenses for HOME Program activities eligible under 570.206(I)(2).
22	Unprogrammed Funds Identification of funds that are not yet programmed for use—e.g., reserve or contingency funds.
23	Tornado Shelters Serving Private Mobile Home Parks Construction or improvement of tornado-safe shelters for residents of manufactured housing and the provision of assistance (including loans and grants) to nonprofit and for-profit entities, in accordance with Section 105(a)(24). {Note that two pars. 24 have been enacted.}
24A	Payment of Interest on Section 108 Loans Payment of interest on the guaranteed loan.

Appendix A: CDBG Matrix Codes

Code	Definition
24B	Payment of Costs of Section 108 Financing Payment of issuance, underwriting, servicing, trust administration, and other costs associated with private sector financing of debt obligations.
24C	Debt Service Reserve A debt service reserve to be used in accordance with requirements specified in the contract entered into pursuant to CFR 570.705(b)(1).

Memo

To: Albert Perez, City Manager
From: Melissa Ramirez, DCM Executive Director
CC: File
Date: 12/16/2022
Re: Board Members

DCM records indicate Lou Huerta, Tony Garza and Roel Villanueva are up for reappointment. Their terms expire December 31, 2022. Collectively, they have attracted new businesses, help expand current businesses and promoted projects that have helped in beautifying the City of Mercedes. Each member would like to continue to serve to ensure the community's economic vitality.

Snapshot Projects:

Wendy's
Gateway
CFA
Sonic
Mercedes Historic Hotel
Queen City Food Park

As you are aware, there are several projects in the pipeline the current Board members are working on.

*Please see the attached attendance record on the proceeding page.

FY19-20	Oct	Dec	Jan	Feb	Apr	Apr	May	June	June	June	July	Aug	Aug	Aug	Aug	Sept	Sept	Sept	Sept				
Joe Flores	x	x	x	x	x	x	x	x	x	x	x	x	x	A	x	x	x	A	x				
Tony Anzaldua	A	A	Removed from Board																				
Fred Gonzalez	x	x	x	x	x	x	x	A	x	x	x	x	x	A	x	x	x	x	x				
Tony Garza	x	x	x	x	A	A	x	A	x	A	x	A	x	x	A	A	A	A	A	x			
Roel Villanueva	A	x	x	A	x	x	x	A	x	x	x	x	A	x	x	x	A	x	x				
Jaime Gonzales	x	A	x	A	x	x	A	x	x	A	A	x	x	x	x	x	x	x	x				
Manuel Garza	x	A	x	x	x	x	A	x	x	A	A	Removed from Board											
David Garza			x	x	A	x	x	x	x	x	A	x	x	x	x	A	x	x	A	Replaced Tony Anzaldua			
Peggy Marie Chavez-Yanez														x	x	x	x	x	x	Replaced Manuel Garza			
FY20-21	Oct	Oct	Nov	Jan	Feb	Mar	May	June	July	Aug	Sept												
Joe Flores	x	x	x		x	A	x	x	x	A	x												
Fred Gonzalez	x	A	x	x	x	x	x	x	x	x	A												
Tony Garza	x	x	x		x	x	x	x	x	A	x												
Roel Villanueva	x	A	x	x	x	A	x	x	x	A	x												
Jaime Gonzales	x	x	A	Removed from Board																			
David Garza	x	x	x	x	x	x	A	Removed from Board															
Peggy Marie Chavez	x	x	x	x	x	x	x	x	A	x	x												
Luis Huerta				x	x	A	x	x	x	x	x									Replaced Jaime Gonzales			
Marcos Garcia									x	x	x									Replaced David Garza			
FY21-22	Oct	Nov	Dec	Jan	Feb	Mar	May	June	July	Aug	Sept												
Fred Gonzalez	x	x																					
Joe Flores	x	A																					
Tony Garza	x	x																					
Roel Villanueva	x	x																					
Peggy Marie Chavez	x	x																					
Luis Huerta	x	x																					
Marcos Garcia	x	x																					

DEVELOPMENT CORPORATION OF MERCEDES BOARD ATTENDANCE

FY13-14	Oct	Nov	Dec	Jan	Jan	Feb	Mar	Mar	Apr	May	Jun	July	July	Aug	Aug	Sept
Joel Quintanilla	x	x		x	x	x	x	A	x	x	x	x	x	x	x	x
Dr. Roland Arriola	x	A		x	x	A	A	A	x	x	x	x	x	A	A	x
Richard Galvan	A	x		x	x	x	x	x	x	A	x	x	A	x	x	A
Fred Gonzalez	x	x		A	A	A	x	A	x	x	A	A	x	x	x	A
Jaime Gonzales												A	x	x	x	x
Rafael Lorenzana	A	x		x	x	x	x	x	x	x	A	A	A	x	x	x
Oscar Montoya					x	x	x	x	x	x	x	x	A	x	x	A

FY14-15	Oct	Nov	Dec	Jan	Feb	Mar	Apr	Apr	May	June	June	July	Aug	Aug	Sept
Joel Quintanilla	A	x		x	x	x	x	x	x	x	x	x	x	x	x
Dr. Roland Arriola	A	A		x	x	A	x	A	x	A	A	x	x	A	A
Richard Galvan	x	x		A	x	x	x	x	x	x	A	x	x	x	A
Fred Gonzalez	x	x		A	A	x	A	A	x	x	x	A	A	x	x
Jaime Gonzales	x	x		x	x	x	Resigned								
Rafael Lorenzana	x	x		A	x	x	x	x	A	x	x	A	X	x	x
Oscar Montoya	x	x		x	A	x	A	A	A	x	A	X	x	x	A
Fernando Dominguez								x	x	x	x	x	x	x	x

FY15-16	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	June	July	Aug	Sept
Joel Quintanilla	x	x	x	x	x	x	x	x	x	x	A	x	x
Dr. Roland Arriola	A	x	x	x	x	x	x	A	A	A	A	x	A
Richard Galvan	x	x	A	x	A	x	A	x	x	x	x	A	x
Fred Gonzalez	x	A	x	x	x	x	x	x	x	x	x	x	x
Rafael Lorenzana	x	x	x	x	A	x	A	x	A	A	x	x	x
Oscar Montoya	A	x	x	x	A	x	x	A	x	x	A	A	A
Fernando Dominguez	x	x	x	x	x	x	x	A	A	A	x	x	x

FY16-17	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	June	July	Aug	Sept
Joel Quintanilla		x	x	x	x	x	x	x	x	x	x	x	Removed from Board
Joe Flores													
Dr. Roland Arriola		A	A	A	Removed from Board								
Richard Galvan		x	x	x	Removed from Board								
Fred Gonzalez		x	x	x	x	x	x	x	x	x	A	x	
Rafael Lorenzana		x	x	x	x	x	A	x	A	x	x	A	Removed from Board
Rogelio Ortega													
Oscar Montoya		x	A	x	x	x	A	A	x	A	x	A	Removed from Board
Tony Anzaldúa													
Fernando Dominguez		x	x	x	x	x	x	x	x	x	x	x	Removed from Board
Tony Garza													
Roel Villanueva					x	x	x	A	A	A	A	x	
Jaime Gonzales					x	x	x	x	x	x	x	x	

FY17-18	Oct	Nov	Dec	Jan	Feb	Apr	June	July	Aug	Sept
Joe Flores	x	x	x	x	x	x	x	x	x	x
Tony Anzaldúa				x	x	x	x	A	x	A
Fred Gonzalez	x	x	x	x	x	A	A	A	x	x
Rogelio Ortega	A	x	A	A	x	A	x	x	x	A
Tony Garza	x	x	A	x	x	A	A	A	x	x
Roel Villanueva	x	A	x	x	x	x	x	x	x	x
Jaime Gonzales	x	x	x	x	x	x	A	x	x	x

FY18-19	Oct	Nov	Jan	Feb	Ma	Apr	May	June	July	July	Aug	Sept
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Joe Flores	x	x	x	x	x	A	x	x	x	A	x	x
Tony Anzaldua	x	A	x	x	A	x	x	A	x	A	A	A
Fred Gonzalez	x	x	x	x	x	A	x	x	x	x	A	x
Rogelio Ortega	A	A	x	x	A	x	A	A	Resigned from Board			
Tony Garza	x	x	x	A	x	x	A	x	A	x	x	x
Roel Villanueva	x	x	A	x	A	A	x	A	x	A	x	x
Jaime Gonzales	x	A	x	x	x	x	x	x	x	x	A	x
Manuel Garza									x	x	x	x

Replaced Rogelio Ortega

FY19-20	Oct	Dec	Jan	Feb	Apr	Apr	May	June	June	June	July	Aug	Aug	Aug	Aug	Seç	Seç	Seç	Sept
Joe Flores	x	x	x	x	x	x	x	x	x	x	x	x	x	A	x	x	x	A	x
Tony Anzaldua	A	A	Removed from Board																
Fred Gonzalez	x	x	x	x	x	x	x	A	x	x	x	x	x	A	x	x	x	x	x
Tony Garza	x	x	x	x	A	A	x	A	x	A	x	A	x	x	A	A	A	A	x
Roel Villanueva	A	x	x	A	x	x	x	A	x	x	x	x	A	x	x	x	A	x	x
Jaime Gonzales	x	A	x	A	x	x	A	x	x	A	A	x	x	x	x	x	x	x	x
Manuel Garza	x	A	x	x	x	x	A	x	x	A	A	Removed from Board							
David Garza			x	x	A	x	x	x	x	x	A	x	x	x	x	A	x	x	A
Peggy Marie Chavez-Yanez														x	x	x	x	x	x

Replaced Tony Anzaldua

Replaced Manuel Garza

FY20-21	Oct	Oct	Nov	Jan	Feb	Mar	May	June	July	Aug	Sept								
Joe Flores	x	x	x		x	A	x	x	x	A	x								
Fred Gonzalez	x	A	x	x	x	x	x	x	x	x	A								
Tony Garza	x	x	x		x	x	x	x	x	A	x								
Roel Villanueva	x	A	x	x	x	A	x	x	x	A	x								
Jaime Gonzales	x	x	A	Removed from Board															
David Garza	x	x	x	x	x	x	A	Removed from Board											
Peggy Marie Chavez-Yanez	x	x	x	x	x	x	x	x	A	x	x								
Luis Huerta				x	x	A	x	x	x	x	x								
Marcos Garcia									x	x	x								

Replaced Jaime Gonzales

Replaced David Garza

FY21-22	Oct	Nov	Dec	Jan	Jan	Feb	Mar	Apr	May	June	July	Aug	Aug	Sept
Fred Gonzalez	x	x	x	x	A	x		x	x	x	x	x	x	x
Joe Flores	x	A	x	x	x	x		x	x	x	A	x	x	x
Tony Garza	x	x	A	x	x	x		x	x	x	x	x	x	A
Roel Villanueva	x	x	A	x	x	x		A	x	x	A	A	x	x
Peggy Marie Chavez-Yanez	x	x	x	A	x	x		x	x	x	A	x	x	x
Luis Huerta	x	x	A	x	x	x		x	x	x	x	x	x	x
Marcos Garcia	x	x	x	x	x	x		x	x	x	x	x	x	A

FY22-23	Oct	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept
Fred Gonzalez	x	x	x										
Joe Flores	x	x	x										
Tony Garza	x	x	x										
Roel Villanueva	A	x	x										
Peggy Marie Chavez-Yanez	A	x	x										
Luis Huerta	A	x	x										
Marcos Garcia	x	x	x										

x = Attended

A = Absent

Skipped Month = No Meeting Held



city of
mercedes



APPLICATION TO SERVE ON
BOARDS & COMMITTEES

Name: ARMANDO LOPEZ Date: 10-12-22
Home Address: 950 CLOSNER ST. MERCEDES, TX
Cell Phone: 956-463-7298 ☒ Inside City Limits ☐ Outside City Limits
Email: tigers-cowboys@yahoo.com
Occupation
(Note: If "Retired", what was your predominant occupation?): Retired school teacher

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

- | | |
|--|---|
| <input type="checkbox"/> Planning & Zoning Commission* | <input type="checkbox"/> Library Board |
| <input type="checkbox"/> Buildings & Standard Commission | <input checked="" 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 checked="" type="checkbox"/> Historic Preservation Committee |

Please declare reason(s) for desired service:

I was planning director for 5 years (1979-1984)
and served on several boards. Served as city commissioner
from 1997-2004 and 2014-2017. I have knowledge on
economic development and wish to serve on the Mercedes EDC board.
Armando Lopez 10/12/22
Signature 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**RECEIVED****DEC 09 2022**

BY:

Name: Zynette M ReyesAddress: 1261 Caroline Ave. Mercedes, TX 78570Telephone No. Business: 956-514-2000 EXT 6365 Home: 956-463-5315Occupation: Dear Up Facilitator - MISO

Interests:

(Check ☒ all of interest)

Housing Authority Board

Planning & Zoning Board *

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 believe as a lifelong citizen of Mercedes, and former
banker and now an educator. I possess the duties to
care, to obey and apply fairness to uphold policy and
procedures. I want the City of Mercedes to prosper and
continue to grow along with our neighboring cities.

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

Zynette M Reyes

Signature

12/9/22

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!



Agenda Item Request

Deadline for submission: Wednesday at 2 o'clock on the week prior to the Council Meeting.

Requestor Name: Jacob Howell Co-Requestor: _____

Telephone No. (for clarifications) 863 458-6300

Meeting Date: Dec. 20th Action item Texas St. color lighting
 Agenda Topic: Replacing lights/energy efficiency Downtown / Bridge
 Request (please be specific) Example Led, solar lights

Replacing lights/energy efficiency Texas St. Downtown /
Part of color lighting
Go Green Mercedes. Bridge. (westaco)
McAllen.

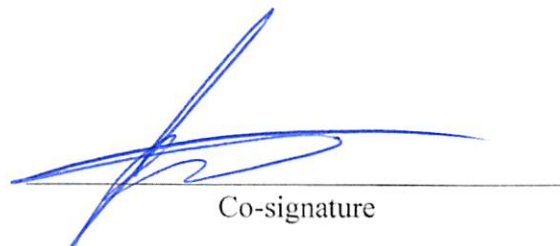
Attachments:

Yes ☐

No ☐

Notes such as changes to meeting dates, cancelation of request, etc. (Please Initial)


 Signature


 Co-signature



November 21, 2022

CITY OF MERCEDES
400 SOUTH OHIO
MERCEDES, TX 78750

Re: CITY OF MERCEDES — POLICE DEPT
Bid # Q04260

Dear CUSTOMER:

Thank you for the opportunity to submit the following proposal for the above referenced project.

Scope of Work:

TIPS #200105

STRUCTURED CABLING SYSTEM

- QUOTING ESSEX SOLUTION — PER DESIGN LAYOUT PROVIDED
- (81) DROPS — CATEGORY 6E CABLING SOLUTION FOR DATA, VOICE, WAPS, PROJECTOR, AND CAMERAS
- INCLUDES TERMINATIONS, JACKS, FACEPLATES, PATCH CABLES, AND PATCH PANELS
- (1) MDF BUILD-OUT — (INCLUDES RACKS, HORIZONTAL AND VERTICAL CABLE MANAGERS, CABLE RUNWAY, SPLICE KITS, AND SUPPORTS)
- INCLUDES INSTALLATION, TESTING, AND CERTIFICATION

CCTV SYSTEM

- QUOTING GENETEC/AXIS SOLUTION — PER DESIGN LAYOUT PROVIDED
- INCLUDES VMS SERVER/STORAGE, SOFTWARE, LICENSES, CAMERAS, MOUNTING HARDWARE, INSTALLATION, PROGRAMMING, AND TESTING

***NOTE: CABLING COVERED UNDER STRUCTURED CABLING SCOPE

ACCESS CONTROL SYSTEM

- QUOTING GENETEC/HID SOLUTION — PER DESIGN LAYOUT PROVIDED
- INCLUDES GENETEC SOFTWARE AND SERVER, CONTROLLER, CARD READER INTERFACE MODULES, CARD READERS, CARD CREDENTIALS, DUAL-SIDED BADGE PRINTER, REQUEST-TO-EXIT DEVICES, MAGNETIC LOCKS, DOOR POSITION SWITCHES, POWER SUPPLIES, CABLE, LABOR, PROGRAMMING, TESTING, AND TRAINING



Re: CITY OF MERCEDES — POLICE DEPT
Bid # Q04260

Total Price \$187,171.00

EXCLUDING THE FOLLOWING:

1. ELECTRICAL WORK, 120 VAC CONNECTIONS, BACK BOXES, CONDUIT WORK, CONDUIT AND/OR MOLDING, CONDUIT BETWEEN FIRE WALLS OR BUILDINGS, AND SLEEVES
2. ANY ADDITIONAL WORK NOT INCLUDED; IF REQUIRED BY CUSTOMER.
3. CAD DRAWINGS SHALL BE PROVIDED FOR BLUEPRINT SUBMITTALS.
4. PLYWOOD BOARDS AND FIRE-RETARDANT PAINT BY OTHERS.
5. BET (BUILDING ENTRANCE TERMINATORS) FOR UTILITY LINES
6. FIRE STOP SYSTEMS FOR ELECTRICAL PENETRATIONS.
7. PATCHING / CUTTING ON EXISTING SURFACES
8. ALL CONCRETE WORK.
9. CABLE TRAYS IN CORRIDORS
10. ANY CHANGES THAT ARE MADE BY AHJ ABOVE AND BEYOND STATE NFPA CODES.
11. ANY PAINTING TO BE COMPLETED BY OTHERS.

PRICES ARE FIRM FOR 30 DAYS FROM QUOTE, WITH EXCEPTION OF COPPER AND OTHER VOLATILE COMMODITIES

* * *

I hope you find this proposal complete and to your satisfaction.

Sincerely,

Noe Tamez
Project Estimator

CONSENT ITEM : NO

DATE: December 6, 2022**FROM:** Nereida Perez, Finance Director**ITEM:** **Discussion & Possible Action to approve Memorandum of Agreement between the Texas Water Development Board and the City of Mercedes.**

BACKGROUND INFORMATION:

The Texas Water Development Board approached the City with an offer to participate in the CFO to Go program.

This program will assist the City in identifying opportunities to strengthen our business processes and internal controls as well as providing documentation of best practices.

All out of pocket costs will be paid by the Texas Water Development Board, so there will be no fees to the City.

BOARD REVIEW/CITIZEN FEEDBACK: N/A**ALTERNATIVES/OPTIONS:** N/A**FISCAL IMPACT:** NONE

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

Finance Review by: Nereida Perez, Finance Director**LEGAL REVIEW:****ATTACHMENTS:**

1. Memorandum of Agreement between the Texas Water Development Board and the City of Mercedes.
2. CFO to GO Program Summary

DRAFT MOTION: Staff recommends Approval.

**MEMORANDUM OF AGREEMENT
BETWEEN
THE TEXAS WATER DEVELOPMENT BOARD AND
THE CITY OF MERCEDES**

SECTION 1. PARTIES

This Memorandum of Agreement (Agreement) is between the Texas Water Development Board (TWDB) and the City of Mercedes (City).

SECTION 2. RECITALS

Whereas, the City is a recipient of financial funding from TWDB; and

Whereas, the City has been selected for and has agreed to participate in the TWDB CFO to GO program (the Program); and

Whereas, TWDB has, through TWDB Contract No. 232160667, contracted with Weaver & Tidwell LLP (Contractor) to work with the City on the Program; and

Whereas, as a condition of this agreement, the City will commit in-kind services to assist Contractor in successful completion of the Program.

Now, therefore, TWDB and the City agree as follows:

SECTION 3. PERFORMANCE

TWDB Responsibilities

TWDB will provide:

1. Fee-free access to the services of Contractor. The services are intended to assist the City's management and governance to identify opportunities to strengthen business processes and internal controls, providing documentation of best practices.

Our Mission

Leading the state's efforts in
ensuring a secure water future
for Texas and its citizens

Board Members

Brooke T. Paup, Chairwoman | George B. Peyton V, Board Member
Jeff Walker, Executive Administrator

2. The Program will be conducted in two phases:
 - a. Phase I consists of on-site interviews with key individuals on the City's staff. This phase also includes a high-level assessment of recent financial statement reviews by the City's independent auditors and by the Financial Compliance Department of TWDB. The purpose of this phase is to obtain a snapshot of existing financial operations and reporting conditions and to identify potential opportunities for enhancements.
 - b. Phase II involves Contractor discussing the Phase I findings with the City and TWDB, and design of agreed upon enhancements to the City's processes and procedures, including preservation of key processes through preparing documentation.

The City will provide:

1. A commitment of staff time and resources to assist in successful completion of the Program, including responding to Contractor and TWDB emails or phone calls within the same business week and providing access to requested databases or documents within a reasonable amount of time, not to exceed 5 business days.
2. The City agrees and acknowledges that its inability to provide timely responses and/or resources may result in cancellation of the City's participation in the Program.

SECTION 4. TERM AND TERMINATION

This agreement is effective when executed by the parties and terminates upon successful completion of the Program or cancellation as described in Section 3 above.

Agreed:

TEXAS WATER DEVELOPMENT BOARD

CITY OF MERCEDES

Signature: _____
Name: Rebecca Trevino
Title: Chief Financial Officer
Date: _____

Signature: _____
Name: _____
Title: _____
Date: _____

CFO to GO Program

The Texas Water Development Board's CFO to GO program provides tangible benefits to participating organizations, including the following:

- **Reduces risk of loss from fraud, waste, and abuse.**
No one can eliminate this risk entirely, but reasonable measures can be taken to lower the risk of loss by establishing a solid system of internal controls and best practices for financial management. Smaller organizations are often more at risk than larger organizations.
- **Helps demonstrate good governance by a board of directors.**
Boards of directors have a fiduciary responsibility to their stakeholders. Evaluating internal controls and reviewing processes, as well as financial performance, are essential parts of good governance.
- **Documents and preserves knowledge of key procedures, processes, and accounts.**
Over time, all organizations struggle with maintaining processes, for example, due to staff turnover. Generally, the best-managed organizations create reasonable and appropriate documentation that can be maintained over a long period of time to provide consistency and support good management.
- **Assures customers and other stakeholders that the organization follows sound management practices.**
Efficient and effective management can reduce the risk of financial loss. Unexpected losses often create a need for rate increases to offset costs. Reputations can and should be protected.
- **Strengthens internal controls.**
Processes are reviewed and updated as needed to produce stronger financial controls and protect organizational assets. Losses, if incurred, can detrimentally and unexpectedly affect the ability to repay obligations.
- **Provides best-in-class expertise.**
The CPA firms we use are among the best in Texas and have specialized knowledge, skills, and abilities gained from their experience across a range of governmental entities. Their expertise can be tapped to benefit CFO to GO participants and reduce risk of loss.
- **Offers participation at no cost to entities.**
All out-of-pocket costs are paid by the Texas Water Development Board.

CONSENT ITEM:

DATE: 12/20/2022**FROM:** Chief Pedro Estrada**ITEM:** **Approve the Leasing Agreement with Enterprise Fleet Management for Police Department Vehicles.**

BACKGROUND INFORMATION: This acquisition of 18 patrol vehicles will allow the Mercedes Police Dept. to increase the police fleet, retire the older vehicles that are high in mileage, and reduce the cost of maintenance and fuel usage.

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

Proposed Expenditure/(Revenue):	Account Number(s):
\$112,500.00	52-511-2020

Finance Review by: Nereida Perez**LEGAL REVIEW:** Martie Vela**ATTACHMENTS:**

1. Agreements with Enterprise for Leasing
2. List of vehicles and costs
- 3.
- 4.

DRAFT MOTION:

MAINTENANCE AGREEMENT

This Maintenance Agreement (this "Agreement") is made and entered into this 20th day of December, by Enterprise Fleet Management, Inc., a Missouri corporation ("EFM"), and City Of Mercedes, Texas ("Lessee").

WITNESSETH

- 1. LEASE.** Reference is hereby made to that certain Master Lease Agreement dated as of the 20th day of December, by and between Enterprise FM Trust, a Delaware statutory trust, as lessor ("Lessor"), and Lessee, as lessee (as the same may from time to time be amended, modified, extended, renewed, supplemented or restated, the "Lease"). All capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Lease.
- 2. COVERED VEHICLES.** This Agreement shall only apply to those vehicles leased by Lessor to Lessee pursuant to the Lease to the extent Section 4 of the Schedule for such vehicle includes a charge for maintenance (the "Covered Vehicle(s)").
- 3. TERM AND TERMINATION.** The term of this Agreement ("Term") for each Covered Vehicle shall begin on the Delivery Date of such Covered Vehicle and shall continue until the last day of the "Term" (as defined in the Lease) for such Covered Vehicle unless earlier terminated as set forth below. Each of EFM and Lessee shall each have the right to terminate this Agreement effective as of the last day of any calendar month with respect to any or all of the Covered Vehicles upon not less than sixty (60) days prior written notice to the other party. The termination of this Agreement with respect to any or all of the Covered Vehicles shall not affect any rights or obligations under this Agreement which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to termination, and such rights and obligations shall continue to be governed by the terms of this Agreement.
- 4. VEHICLE REPAIRS AND SERVICE.** EFM agrees that, during the Term for the applicable Covered Vehicle and subject to the terms and conditions of this Agreement, it will pay for, or reimburse Lessee for its payment of, all costs and expenses incurred in connection with the maintenance or repair of a Covered Vehicle. This Agreement does not cover, and Lessee will remain responsible for and pay for, (a) fuel, (b) oil and other fluids between changes, (c) tire repair and replacement, (d) washing, (e) repair of damage due to lack of maintenance by Lessee between scheduled services (including, without limitation, failure to maintain fluid levels), (f) maintenance or repair of any alterations to a Covered Vehicle or of any after-market components (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitation, step vans) or other equipment (including, without limitation, lift gates and PTO controls) which is installed or modified by a dealer, body shop, upfitter or anyone else other than the manufacturer of the Covered Vehicle, (g) any service and/or damage resulting from, related to or arising out of an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other Acts of God, an object striking the Covered Vehicle, improper use of the Covered Vehicle (including, without limitation, driving over curbs, overloading, racing or other competition) or Lessee's failure to maintain the Covered Vehicle as required by the Lease, (h) roadside assistance or towing for vehicle maintenance purposes, (i) mobile services, (j) the cost of loaner or rental vehicles or (k) if the Covered Vehicle is a truck, (l) manual transmission clutch adjustment or replacement, (ii) brake adjustment or replacement or (iii) front axle alignment. Whenever it is necessary to have a Covered Vehicle serviced, Lessee agrees to have the necessary work performed by an authorized dealer of such Covered Vehicle or by a service facility acceptable to EFM. In every case, if the cost of such service will exceed \$50.00, Lessee must notify EFM and obtain EFM's authorization for such service and EFM's instructions as to where such service shall be made and the extent of service to be obtained. Lessee agrees to furnish an invoice for all service to a Covered Vehicle, accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM will not be obligated to pay for any unauthorized charges or those exceeding \$50.00 for one service on any Covered Vehicle unless Lessee has complied with the above terms and conditions. EFM will not have any responsibility to pay for any services in excess of the services recommended by the manufacturer, unless otherwise agreed to by EFM. Notwithstanding any other provision of this Agreement to the contrary, (a) all service performed within one hundred twenty (120) days prior to the last day of the scheduled "Term" (as defined in the Lease) for the applicable Covered Vehicle must be authorized by and have the prior consent and approval of EFM and any service not so authorized will be the responsibility of and be paid for by Lessee and (b) EFM is not required to provide or pay for any service to any Covered Vehicle after 100,000 miles.
- 5. ENTERPRISE CARDS:** EFM may, at its option, provide Lessee with an authorization card (the "EFM Card") for use in authorizing the payment of charges incurred in connection with the maintenance of the Covered Vehicles. Lessee agrees to be liable to EFM for, and upon receipt of a monthly or other statement from EFM, Lessee agrees to promptly pay to EFM, all charges made by or for the account of Lessee with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM reserves the right to change the terms and conditions for the use of the EFM Card at any time. The EFM Card remains the property of EFM and EFM may revoke Lessee's right to possess or use the EFM Card at any time. Upon the termination of this Agreement or upon the demand of EFM, Lessee must return the EFM Card to EFM. The EFM Card is non-transferable.
- 6. PAYMENT TERMS.** The amount of the monthly maintenance fee will be listed on the applicable Schedule and will be due and payable in advance on the first day of each month. If the first day of the Term for a Covered Vehicle is other than the first day of a calendar month, Lessee will pay EFM, on the first day of the Term for such Covered Vehicle, a pro-rated maintenance fee for the number of days that the Delivery Date precedes the first monthly maintenance fee payment date. Any monthly maintenance fee or other amount owed by Lessee to EFM under this Agreement which is not paid within twenty (20) days after its due date will accrue interest, payable upon demand of EFM, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate allowed by applicable law. The monthly maintenance fee set forth on each applicable Schedule allows the number of miles per month as set forth

Initials: EFM _____ Lessee _____

in such Schedule. Lessee agrees to pay EFM at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an overmileage maintenance fee for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule. EFM may, at its option, permit Lessor, as an agent for EFM, to bill and collect amounts due to EFM under this Agreement from Lessee on behalf of EFM.

7. NO WARRANTIES. Lessee acknowledges that EFM does not perform maintenance or repair services on the Covered Vehicles but rather EFM arranges for maintenance and/or repair services on the Covered Vehicles to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE OR QUALITY. ANY DEFECT IN THE PERFORMANCE OF ANY PRODUCT, REPAIR OR SERVICE WILL NOT RELIEVE LESSEE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE PAYMENT TO EFM OF THE MONTHLY MAINTENANCE FEES AND OTHER CHARGES DUE UNDER THIS AGREEMENT.

8. LESSOR NOT A PARTY. Lessor is not a party to, and shall have no rights, obligations or duties under or in respect of, this Agreement.

9. NOTICES. Any notice or other communication under this Agreement shall be in writing and delivered in person or sent by facsimile, recognized overnight courier or registered or certified mail, return receipt requested and postage prepaid, to the applicable party at its address or facsimile number set forth on the signature page of this Agreement, or at such other address or facsimile number as any party hereto may designate as its address or facsimile number for communications under this Agreement by notice so given. Such notices shall be deemed effective on the day on which delivered or sent if delivered in person or sent by facsimile, on the first (1st) business day after the day on which sent, if sent by recognized overnight courier or on the third (3rd) business day after the day on which mailed, if sent by registered or certified mail.

10. MISCELLANEOUS. This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. This Agreement may be amended only by an agreement in writing signed by EFM and Lessee. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and Lessee have executed this Maintenance Agreement as of the day and year first above written.

LESSEE: City of Mercedes, Texas

Signature: _____

By: _____

Title: _____

Address: 400 South Ohio,
Mercedes, TX 78570

Attention: _____

Fax #: _____

Date Signed: _____, _____

EFM: Enterprise Fleet Management, Inc.

Signature: _____

By: Paul Shurtleff

Title: Regional Sales Manager

Address: 1505 Harry Wurzbach
San Antonio, TX 78209

Attention: _____

Fax #: _____

Date Signed: _____, _____

Initials: EFM _____ Lessee _____



AMENDMENT TO FULL MAINTENANCE AGREEMENT

THIS AMENDMENT ("Amendment") dated this ____ day of December, 2022 is attached to, and made a part of, the FULL MAINTENANCE AGREEMENT entered into on the ____ day of December, 2022 ("Agreement") by and between Enterprise Fleet Management Inc., a Missouri corporation ("EFM") and City of Mercedes, Texas ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 10 of the Full Maintenance Agreement is amended to read as follows:

This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Texas (without reference to conflict of law principles).

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, EFM and Lessee have executed this Amendment to Full Maintenance Agreement as of the day and year first above written.

City of Mercedes, Texas (Lessee)

By _____

Title: _____

Date Signed: _____, _____

ENTERPRISE FLEET MANAGEMENT, INC.

By _____

Title: _____

Date Signed: _____, _____



AMENDMENT TO MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT

THIS AMENDMENT ("Amendment") dated this ____ day of December, 2022 is attached to, and made a part of, the MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT entered into on the ____ day of December, 2022 ("Agreement") by and between Enterprise Fleet Management Inc., a Missouri corporation ("EFM") and City of Mercedes, Texas ("Company"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 9 of the Maintenance Management and Fleet Rental Agreement is amended to read as follows:

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement is governed by the substantive laws of the State of Texas (determined without reference to conflict of law principles).

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Company and EFM have executed this Amendment to Maintenance Management and Fleet Rental Agreement as of the day and year first above written.

City of Mercedes, Texas (Company)

By _____

Title: _____

Date Signed: _____, _____

ENTERPRISE FLEET MANAGEMENT, INC.

By _____

Title: _____

Date Signed: _____, _____

AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT ("Amendment") is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and the lessee whose name and address is set forth on the signature page below ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 12 of the Master Equity Lease Agreement is amended to read as follows:

INDEMNITY: As Lessee is a unit of local government of the State of Texas and is subject to, and must comply with, the applicable provisions of the Texas Tort Claims Act, as set out in Civil Practices and Remedies Code, Section 101.001 et. seq. and the remedies authorized therein regarding claims or causes of action that may be asserted by breach of this Agreement. To the extent permitted by Texas law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to Texas law.

Section 17 of the Master Equity Lease Agreement is amended to read as follows:

Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Texas (determined without reference to conflict of law principles).

Section 19 of the Master Equity Lease Agreement is amended to read as follows:

NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal Corporation, and being a unit of government, is precluded by the Texas State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds by the County or State. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, the parties agree that Lessor may recover the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

Additional Section 20 is added to the Master Equity Lease Agreement and reads as follows:

No Boycotting Israel. As required by Chapter 2271, Texas Government Code, Lessor hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of the date signed below.

LESSEE: City of Mercedes, Texas

Signature: _____

By: _____

Title: _____

Address: _____

Date Signed: _____, _____

LESSOR: Enterprise FM Trust

By: Enterprise Fleet Management, Inc. its attorney in fact

Signature: _____

By: _____

Title: _____

Address: _____

Date Signed: _____, _____

MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT

This Agreement is entered into as of the 20th day of December, by and between Enterprise Fleet Management, Inc., a Missouri corporation, doing business as "Enterprise Fleet Management" ("EFM"), and City of Mercedes, Texas (the "Company").

WITNESSETH:

1. ENTERPRISE CARDS: Upon request from the Company, EFM will provide a driver information packet outlining its vehicle maintenance program (the "Program") and a card ("Card") for each Company vehicle included in the Company's request. All drivers of vehicles subject to this Agreement must be a representative of the Company, its subsidiaries or affiliates. All Cards issued by EFM upon request of the Company shall be subject to the terms of this Agreement and the responsibility of the Company. All Cards shall bear an expiration date.

Cards issued to the Company shall be used by the Company in accordance with this Agreement and limited solely to purchases of certain products and services for Company vehicles, which are included in the Program. The Program is subject to all other EFM instructions, rules and regulations which may be revised from time to time by EFM. Cards shall remain the property of EFM and returned to EFM upon expiration or cancellation.

2. VEHICLE REPAIRS AND SERVICE: EFM will provide purchase order control by phone or in writing authorizing charges for repairs and service over \$75, or such other amount as may be established by EFM from time to time under the Program. All charges for repairs and services will be invoiced to EFM. Invoices will be reviewed by EFM for accuracy, proper application of potential manufacturer's warranties, application of potential discounts and unnecessary, unauthorized repairs.

Notwithstanding the above, in the event the repairs and service are the result of damage from an accident or other non-maintenance related cause (including glass claims), these matters will be referred to the Company's Fleet Manager. If the Company prefers that EFM handle the damage repair, the Company agrees to assign the administration of the matter to EFM. EFM will administer such claims in its discretion. The fees for this service will be up to \$125.00 per claim and the Company agrees to reimburse for repairs as outlined in this agreement. If the Company desires the assistance of EFM in recovering damage amounts from at fault third parties, a Vehicle Risk Management Agreement must be on file for the Company.

3. BILLING AND PAYMENT: All audited invoices paid by EFM on behalf of the Company will be consolidated and submitted to the Company on a single monthly invoice for the entire Company fleet covered under this Agreement. The Company is liable for, and will pay EFM within ten (10) days after receipt of an invoice or statement for, all purchases invoiced to the Company by EFM, which were paid by EFM for or on behalf of the Company. EFM will be entitled to retain for its own account, and treat as being paid by EFM for purposes of this Agreement, any discounts it receives from a supplier with respect to such purchases which are based on the overall volume of business EFM provides to such supplier and not solely the Company's business. EFM will exercise due care to prevent additional charges from being incurred once the Company has notified EFM of its desire to cancel any outstanding Card under this Agreement. The Company will use its best efforts to obtain and return any such cancelled Card.

4. RENTAL VEHICLES: The Card will authorize the Company's representative to arrange for rental vehicles with a subsidiary of Enterprise Rent-A-Car Company for a maximum of two (2) days without prior authorization. Extensions beyond two (2) days must be granted by an EFM representative. The Company assumes all responsibility for all rental agreements arranged by EFM with a subsidiary of Enterprise Rent-A-Car Company through an EFM representative or through the use of the Card. All drivers must be at least 21 years of age, hold a valid driver's license, be an employee of the Company or authorized by the Company through established reservation procedures and meet other applicable requirements of the applicable subsidiary of Enterprise Rent-A-Car Company.

5. NO WARRANTY: EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE, QUALITY OR FITNESS FOR USE. Any defect in the performance of any product, repair or service will not relieve the Company from its obligations under this Agreement, including without limitation the payment to EFM of monthly invoices.

6. CANCELLATION: Either party may cancel any Card under this Agreement or this Agreement in its entirety at any time by giving written notice to the other party. The cancellation of any Card or termination of this Agreement will not affect any rights or obligations under this Agreement, which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to such cancellation or termination. A Card shall be immediately returned to EFM upon cancellation to: Enterprise Fleet Management, 600 Corporate Park Drive, St. Louis, MO 63105, Attention: Enterprise Card Department. Notice to EFM regarding the cancellation of any Card shall specify the Card number and identify the Company's representative. In the case of a terminated representative, such notice shall include a brief description of the efforts made to reclaim the Card.

7. NOTICES: All notices of cancellation or termination under this Agreement shall be mailed postage prepaid by registered or certified mail, or sent by express overnight delivery service, to the other party at its address set forth on the signature page of this Agreement or at such other address as such party may provide in writing from time to time. Any such notice sent by mail will be effective three (3) days after deposit in the United States mail, duly addressed, with registered or certified mail postage prepaid. Any such notice sent by express overnight delivery service will be effective one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Company will promptly notify EFM of any change in the Company's address.

Initials: EFM _____ Company _____

8. **FEES:** EFM will charge the Company for the service under this Agreement \$ 6.00 per month per Card, plus a one time set-up fee of \$ 0.00.

9. **MISCELLANEOUS:** This Agreement may be amended only by an agreement in writing signed by EFM and the Company. This Agreement is governed by the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and the Company have executed this Maintenance Management and Fleet Rental Agreement as of the day and year first above written.

Company: City of Mercedes, Texas

Signature: _____

By: _____

Title: _____

Address: 400 South Ohio,
Mercedes, TX 78570

Date Signed: _____, _____

EFM: Enterprise Fleet Management, Inc.

Signature: _____

By: Paul Shurtleff

Title: Regional Sales Manager

Address: 1505 Harry Wurzbach
San Antonio, TX 78209

Date Signed: _____, _____

Initials: EFM _____ Company _____

MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this 20th day of December, 2022, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms and conditions set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement, each of which are incorporated herein as part of a single, unitary Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term, subject to Lessor's right to recoup any amounts Lessor would owe to Lessee under this Section 3(c) against any obligations of Lessee to Lessor under this Agreement. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to and recouped against any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances (including without limitation such federal, state and local laws, statutes, rules, regulations and ordinances governing autonomous vehicles and automated driving systems and any parts, components and products related thereto) and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. In connection with autonomous vehicles and automated driving systems and the parts, components and products related thereto, Lessee agrees to comply with all applicable guidance and professional standards issued, released or published by governmental and quasi-governmental agencies, including without limitation the federal guidance for automated vehicles published by the Department of Transportation and the Federal Automated Vehicle Policy issued by the U.S. Department of Transportation and the National Highway Traffic Safety Administration. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, licensing, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled, registered and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling, licensing and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Lessee will not make (or cause to be made) any alterations, upgrades, upfitting, additions or improvements (collectively, "Alterations") to any Vehicle which (i) could impact or impair the "motor vehicle safety" (as defined by the Motor Vehicle Safety Act) of the Vehicle, or (ii) could impact, impair, void or render unenforceable the manufacturer's warranty. Without the prior written consent of Lessor, Lessee will not make (or cause to be made) any Alterations to any Vehicle which (i) detracts, impairs, damages or alters the Vehicle's nature, purpose, economic value, remaining useful life, functionality, utility, software or controls, or (ii) subjects the Vehicle or any part or component of such Vehicle to any lien, charge or encumbrance. Any Alterations of any nature to a Vehicle are made at Lessee's sole cost, risk and liability, including without limitation, any such Alterations approved by, or made with the assistance or at the direction of Lessor. Any replacement parts added to any Vehicle shall be in at least as good an operating condition as the prior part before the replacement (assuming such part was, at the time of the replacement, in the condition required by the terms of this Agreement). Any Alterations to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4 and shall be free of any liens, charges or encumbrances; provided, however, Lessor shall have the right at any time to require Lessee to remove any such Alteration at Lessee's sole cost, expense and liability. In no event or instance shall the value of any Alterations be regarded as rent. Lessee and Lessor acknowledges and agrees that Lessor will not be required to make any repairs, replacements or Alterations of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any such Vehicle(s) or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

(d) In no event shall Lessor, Servicer or any other agent of Lessor or their respective affiliates be liable for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues or diminution in value, arising out of or relating to this Agreement, including, without limitation, any breach or performance of this Agreement, regardless of (i) whether such damages were foreseeable, (ii) whether or not Lessor, Servicer or any other agent of Lessor or their respective affiliates were advised of the possibility of such damages and/or (iii) the legal or equitable theory (contract, tort or otherwise) upon which a claim, action, cause of action, demand, lawsuit, arbitration, inquiry, proceeding or litigation is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability, and that Lessor will suffer immediate and irreparable harm if Lessee fails to comply with such obligations:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage per accident with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage per accident - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage per accident or \$100,000 Bodily Injury Per Person Per Accident, \$300,000 Per Accident and \$50,000 Property Damage per accident (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage per accident or \$100,000 Bodily Injury Per Person Per Accident, \$300,000 Per Accident and \$50,000 Property Damage per accident (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$1,000 per accident - Collision and \$1,000 per accident - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under

this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition, a going concern audit comment of Lessee or any guarantor (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSOR: Enterprise FM Trust	
By: Enterprise Fleet Management, Inc. its attorney in fact	
LESSEE: <u>City of Mercedes, Texas</u>	
Signature: _____	Signature: _____
By: _____	By: _____
Title: _____	Title: _____
Address: <u>400 S Ohio Ave, Mercedes, TX 78570</u>	Address: _____
_____	_____
_____	_____
Date Signed: _____	Date Signed: _____

Initials: EFM _____ Customer _____



Menu Pricing

Equity Lease Menu Pricing

Quote #	Year	Model	Spec	Engine	Quantity	Term	Estimated Annual Mileage	Monthly Cost (Lease Rate)*	Full Maintenance	Total - annual cost per vehicle	Est. Delivery month	Est number of Months in fiscal 23	Total fiscal 23 payments	Cost of Aftermarket***	One Time Aftermarket Cost (By Quantity)	RBV at Term	Resale Value at Term	Equity Per Vehicle	Equity times Quantity
6845028	2023	Ford F-150 Police Responder	XL 4x4 5.5 Ft Box 145 in Wheel Base	(998) V6 EcoBoost 3.5L Gas	15	60	20,000	\$1,246.21	Not Included	\$14,954.52	April	6	\$112,158.90	\$ 15,000.00	\$ 7,500.00	\$399.00	\$13,492.72	\$13,093.72	\$196,405.80
6909442	2023	2023 Chevrolet Suburban	Commercial 4x2	L84 5.3L Eco Tec3 V8		60	20,000	\$1,014.57	\$75.68	\$13,083.00	April	6	\$0.00	\$ -	\$ -	\$10,255.40	\$22,462.42	\$12,207.02	\$0.00
6909096	2023	Ford F-150	XL 4x2 SuperCrew Cab 5.5 ft. box 145 in. WB	(99B) 3.3L V6	2	60	20,000	\$788.28	\$70.00	\$10,299.36	April	6	\$10,299.36	\$ -	\$ -	\$7,962.10	\$18,357.93	\$10,395.83	\$20,791.66

Annual Cost	\$244,916.52
Total One Time Aftermarket Cost	\$112,500.00
Total Equity on 15 Disposals	\$91,700.00
Total Equity of leases at term	\$217,197.46

2023 Cost	\$122,458.26
AME Downpayment	\$112,500.00
Year 1 Total	\$234,958.26
Year 1 Total less Equity	\$143,258

***Model Year 2023 pricing is based off State Contract Dealer. Pricing is estimated based on current state contract and is subject to change based fluctuations in Manufacturer and State Contract Changes. EFM pricing will be amended once the manufacturer releases the final invoice price and incentives. These are very conservative estimates aimed to ensure they stay under the budgeted amounts. - QUOTED AFTERMARKET IS ESTIMATES BASED \$15,000 as requested by

CONSENT ITEM : Yes

DATE: December 20, 2022**FROM:** Pedro Estrada, Chief of Police**ITEM:** **Discussion and Possible Action of Cardinal Tracking Inc. Licensing Agreement**

BACKGROUND INFORMATION: The Police Department currently has an expiring license agreement with Cardinal Tracking Inc. expiring (January 31st, 2023). Cardinal Tracking also known as Badge is our Police agency system utilized throughout the department.

PURPOSE: Cardinal Tracking is utilized for data entry so our department may stay up to date regarding current criminal activity and prior criminal activity. The Police department is recommending the approval/renewal of this licensing agreement for dates 02/01/2023-01/31/2024.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: Yes

Proposed Expenditure/(Revenue):

Expenditure - \$6,187.50

Account Number(s):

01-522-2044

Finance Review by: Nereida Perez, Finance Director

LEGAL REVIEW:

ATTACHMENTS: Software licensing documentation

DRAFT MOTION: Move to Approve Licensing agreement



1825 Lakeway Dr, Suite 100
Lewisville, TX 75057

Invoice

Date	Invoice #
12/2/2022	130835

Bill To
MERCEDES POLICE DEPARTMENT ATTN: CHIEF MALDONADO 316 SOUTH OHIO STREET MERCEDES, TX 78570 USA

Ship To
MERCEDES POLICE/MUNICIPAL COURT 400 S OHIO AVE MERCEDES, TX 78570-3120 USA

****Shop online now @ store.cardinaltracking.com****

Terms	Due Date	Sales Order #
Net 30	1/26/2023	78928
P.O. Number	Ship Via	Salesperson
	UPS Ground	SM

Qty Shipped	Description	Price Each	Amount
1	BU03 - Badge (POLICE RMS) BASE System Annual Software License and Customer Support Renewal Package includes Arrest, Business, Expunge, Flywriter, Incident, Master Name, Master Vehicle, Merge, NIBRS/UCR Reports, Note Search, Personnel, Property, Racial Profili	1,259.10	1,259.10T
19	BU03A - Badge USER Licenses	71.10	1,350.90T
1	BU17 - Badge Module - Note: FIELD	449.10	449.10T
1	BU10 - CAD (COMPUTER AIDED DISPATCH) BASE System Annual Software License and Customer Support Renewal Package includes the following: Activity Log, Alarm, Briefing, Business, Dispatch, Dispatch Log, Flywriter, Master Name, Master Vehicle, Messages, Personnel,	2,699.10	2,699.10T
3	BU10A - CAD USER Licenses	143.10	429.30T
1	COVERAGE DATES - RENEWAL DATES: - Note: 02/01/2023 - 01/31/2024	0.00	0.00T
1	SWL - REMINDER.....PLEASE RETURN THE SIGNED AND INITIALED SOFTWARE LICENSE AGREEMENT & TOTAL SYSTEM SUPPORT DOCUMENTS AS SOON AS POSSIBLE	0.00	0.00T
	Total AvaTax - Tax line value imported from AvaTax.	0.00%	0.00

Thank you for your business!

For questions regarding this invoice contact Cardinal Tracking at accounting@cardinaltracking.com. Please Note... Returns received after 30 days from invoice date will be charged a 25% restocking fee. All returns must be in original packaging, and in good condition to receive full credit.

Late Fees may be assessed on all balances over 90 days

Federal ID# 75-1841973

Total	\$6,187.50
Payments	\$0.00
Balance Due	\$6,187.50

Phone #	Fax #	Web Site	E-mail
800-285-3833	972-539-8914	http://www.cardinaltracking.com	accounting@cardinaltracking.com



SOFTWARE LICENSE AGREEMENT

IMPORTANT - READ CAREFULLY: THIS SOFTWARE LICENSE AGREEMENT (LICENSE) IS A LEGAL AGREEMENT BETWEEN YOU (CUSTOMER) AND CARDINAL TRACKING, INC. (CARDINAL) REGARDING USE OF THE SOFTWARE PRODUCT. BY INSTALLING, COPYING, DOWNLOADING, ACCESSING OR OTHERWISE USING THE SOFTWARE PRODUCT, YOU AGREE TO BE BOUND BY THE TERMS OF THIS SOFTWARE LICENSE AGREEMENT. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS OF THIS SOFTWARE LICENSE, DO NOT INSTALL OR USE THE SOFTWARE PRODUCT, BUT INSTEAD, RETURN IT TO CARDINAL FOR A FULL REFUND.

1. THE SOFTWARE PRODUCT. Unless or except as otherwise provided herein, the Software Product shall include the Cardinal computer software programs licensed by Customer and listed on Cardinal's invoice, along with all associated media, printed materials, and online or electronic documentation, as well as any updates, upgrades, patches, modifications, and/or supplements to the original Software Product that may be provided by Cardinal in accordance with the Support Services Addendum attached hereto.

2. SOFTWARE PRODUCT LICENSE. Subject to the terms and conditions of this Agreement, Cardinal grants to Customer a non-transferable, non-exclusive license to use the Software Product for Customer's own internal business purposes during the term of this Agreement. The grant of a License hereunder does not transfer title or any proprietary or intellectual rights in the Software Product to Customer. All patents, copyrights, trademarks, trade secrets, and other intellectual property rights relating thereto shall be owned solely and exclusively by Cardinal or its suppliers, as applicable.

a. **Applications Software.** A single License shall grant Customer the right to install the Software Product for one user. The license includes the Software Product purchased by and licensed to Customer and listed on Cardinal's invoice. Customer must obtain multiple licenses for concurrent use of the Software Product by multiple users.

b. **Storage/Network Use.** Customer may store or install a copy of the Software Product on a storage device, such as a network server, used only to install or run the Software Product on Customer's other devices over Customer's managed network; however, Customer must acquire and dedicate a license for each concurrent user accessing the software. Software Products obtained pursuant to a single license may be installed on multiple computers but may not be used concurrently on multiple computers without a license for each concurrent user.

c. **Copies.** Following the installation of the Software Product, the software, in the form and on the medium originally provided to Customer, may be kept solely for backup or archival purposes unless permission to do otherwise is obtained from Cardinal in writing. Customer may not copy the software, electronic media, or printed materials comprising the Software Product without written permission from Cardinal. Any permitted copy of the Software Product must contain the same copyright and other proprietary notices that appear on or in the Software Product.

3. DELIVERY. Upon receipt of payment or Purchase Order by Customer of the initial charge specified in Cardinal's invoice, Cardinal shall issue a licensed copy of the Software Product to Customer, as soon as practicable, in an appropriate, executable format. In the event that Cardinal elects to provide the Software Product to Customer on more than one type of medium, Customer may use the type of medium that is appropriate for each authorized concurrent user for which Customer has purchased a license.

4. **ACCEPTANCE.** Customer shall be deemed to have accepted the terms of this Agreement, and all of the Customer's obligations as set forth herein, by either (i) delivering a signed copy of this Agreement to Cardinal or (ii) installing, copying, downloading, or otherwise accessing or using the Software Product, whichever occurs earlier. In any case, Customer must return a signed copy of this Agreement to Cardinal as soon as reasonably practicable.

5. **TERM; RENEWAL.** Customer shall be entitled to use the Software Product in accordance with the terms and conditions of this Agreement for one year from the date of Cardinal invoice for the products and services licensed. This License shall be renewable upon payment by Customer of the annual fee for the coming year, calculated in accordance with renewal invoice, which must be received by Cardinal by the date specified in the renewal invoice that will be sent to Customer prior to the expiration of Customer's License. All additional Cardinal products or services licensed prior to the renewal date will be added to the customer renewal invoice at a prorated rate. Customer acknowledges that the annual fee is subject to change upon renewal due to general price increases and/or general inflation increases. Customer's failure to renew this license for the next term in a timely manner shall constitute a termination of this License. Customer expressly acknowledges that, should Customer's License be permitted to expire, a reinstatement fee will be charged by Cardinal at the time of any future renewal.

6. **SUPPORT SERVICES.** Cardinal shall provide to Customer any Support Services related to the Software Product as defined in the Support Services Addendum, as amended or supplemented by Cardinal from time to time through written or online documentation.

a. **Supplemental Code.** Any supplemental software code provided to Customer as part of said Support Services shall be deemed a part of the Software Product and subject to the terms and conditions of this License.

b. **Updates and Upgrades.** Updates are revisions to the current version of the application involving program fixes and minor program modifications. Upgrades are total releases that usually include new features and functions. Any Updates or Upgrades made available to Customer in accordance with the Support Services Addendum shall be deemed a part of the Software Product and subject to the terms and conditions of this License.

7. **CUSTOMER OBLIGATIONS.** Customer will be responsible for furnishing to Cardinal complete and accurate information describing Customer's hardware and software configurations at the time of initial installation and for promptly informing Cardinal of any subsequent changes thereto. Customer shall also be responsible for documenting and promptly reporting to Cardinal all errors or malfunctions of the Software Product. **FAILURE TO FURNISH SUCH INFORMATION WILL INVALIDATE THE LIMITED WARRANTY PROVIDED HEREFTER.**

8. **LIMITATIONS.** This License shall be subject to the following limitations:

a. Customer may not copy, reproduce, or duplicate in any manner the Software Product without the prior written consent of Cardinal.

b. Customer may not reverse engineer, decompile or disassemble the Software Product, in whole or in part.

c. The Software Product is licensed as a single product, and its component parts may not be separated for use on more than one computer, with the exception of Customer's purchase of a multi-user license allowing the use of the Software Product on a network.

d. Customer may not sell, rent, lease, transfer, sub-license, lend or otherwise distribute the Software Product or otherwise allow an unauthorized third party to use the Software Product.

e. Customers may not write or develop any derivative software or other software program based upon the Software Product without seeking and obtaining written permission from Cardinal.

9. **TERMINATION.** Without prejudice to any other rights, Cardinal may terminate this License if Customer fails to comply with any of the terms and conditions herein. Cardinal shall provide a written notice of termination to Customer, stating the reason for such termination, which shall be effective as of thirty (30) days of the date of such notice if Customer's default is not corrected prior thereto. **IN THE EVENT OF A TERMINATION OF THIS LICENSE, FOR ANY REASON, CUSTOMER EXPRESSLY AUTHORIZES CARDINAL, AT ITS OPTION, TO REMOTELY DISABLE THE COMPUTER SOFTWARE PROGRAMS LICENSED TO CUSTOMER AT ANY TIME AFTER THE EXPIRATION OF THE 30-DAY NOTICE PERIOD.** Customer also agrees to destroy any and all copies of the Software Product and its

component parts in Customer's possession and to provide, upon demand by Cardinal, a writing certifying that to the best of Customer's knowledge, all originals and copies of the Software Product, in whole or in part, have been destroyed. If this License is terminated due to Customer's default, Customer shall not be entitled to a refund of any portion of any fees paid by Customer.

10. COPYRIGHT. The Software Product is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Title and copyright to the Software Product are owned by Cardinal or its suppliers. Customer acknowledges that aspects of the licensed materials, including the specific design, structure, and code of individual programs, constitute trade secrets and/or copyrighted material of Cardinal or its suppliers. Customer agrees (i) not to disclose, provide, or otherwise make available such trade secrets or copyrighted material in any form to any third party without the prior written consent of Cardinal; and (ii) not to cover, suppress, delete, modify or intentionally render inconspicuous any identification labels, trademark symbols, copyright symbols and legends, legal notices, or other proprietary markings on or in the licensed materials. In the event that Customer becomes aware of any unauthorized possession, use, or knowledge of the Software Product, Customer agrees to promptly notify Cardinal of such, including in such notice the details of the unauthorized access and the identities of the individuals or entities involved, if known, and to cooperate with Cardinal in any litigation or other proceedings initiated by Cardinal in order to protect its rights.

11. U.S. GOVERNMENT RESTRICTED RIGHTS. The Software Product and Documentation are provided with Restricted Rights. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(l)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software Restricted Rights at 48 CFR 52.227-19, as applicable. Manufacturer is Cardinal Tracking, Inc., 1825 Lakeway Dr., Suite 100, Lewisville, Texas 75057; Telephone 800-285-3833.

12. RESERVATION OF RIGHTS. All rights not expressly granted to Customer herein are reserved by Cardinal.

13. EXPORT PROHIBITED. Customer may not export or re-export the Software Product, any part thereof, or any process or service that is the direct product of the Software Product (collectively the "Restricted Components") (i) to any country to which the U.S. has embargoed or restricted the export of goods or services, which may include, but are not necessarily limited to, Cuba, Iran, Libya, North Korea, Sudan, and Syria, or to any national of any such country, wherever located, who intends to transmit or transport the Restricted Components back to such country; (ii) to any person or entity who Customer knows or has reason to know will utilize the Restricted Components in the design, development or production of nuclear, chemical or biological weapons; or (iii) to any person or entity who has been prohibited from participating in U.S. export transactions by any agency of the U.S. government. Customer warrants and represents that neither the BXA nor any other agency of the U.S. government has suspended, revoked, or denied its export privileges. Customer agrees to indemnify and hold Cardinal harmless from any loss, damages, liability, or expenses incurred by Cardinal as a result of Customer's failure to comply with any export regulations or restrictions.

14. LIMITED WARRANTY. Cardinal warrants that, after installation of the Software Product, the Software Product will perform substantially in accordance with Cardinal's online manuals and documentation for a period of one year from the date of acceptance by Customer (excluding updates, upgrades, patches, modifications, and/or supplements to the original Software Product, which are not covered by this Limited Warranty). This Limited Warranty is void if the failure of the Software Product has resulted from operator error, defective hardware, electrical surges, failure of electrical power, accident, abuse, misapplication, or any other reason not due to defects in materials and workmanship. **THIS WARRANTY SHALL NOT BE EFFECTIVE UNTIL CUSTOMER HAS ACCEPTED THIS LICENSE, AS SET FORTH HEREIN, AND FULFILLED ITS OBLIGATIONS PURSUANT TO SECTION 7 OF THIS LICENSE TO FULLY INFORM CARDINAL OF CUSTOMER'S SYSTEM CONFIGURATION AND COMPONENTS AND TO PROMPTLY ADVISE CARDINAL OF ANY CHANGES THERETO.**

15. CUSTOMER REMEDIES. With respect to the Software Product, Cardinal and its suppliers' entire liability and Customer's exclusive remedy shall be, at Cardinal's option, either (a) return of the price paid if any; or (b) repair or replacement of the Software Product that does not meet Cardinal's Limited Warranty and which is returned to Cardinal. Any replacement of Software Product will be warranted for the

remainder of the original warranty period, or thirty (30) days, whichever is longer.

16. CUSTOMER INDEMNITY. Customer shall indemnify and hold Cardinal harmless from and against any costs, losses, liabilities, and expenses (including reasonable attorneys' fees) arising out of third-party claims related to Customer's use of the Software Product.

17. INJUNCTIVE RELIEF. Customer acknowledges that the unauthorized use of the Software Product would cause substantial harm to Cardinal that could not be remedied by the payment of damages alone. As such, in the event of a default by Customer hereunder, Cardinal shall be entitled to seek preliminary and permanent injunctive relief, as well as any other equitable relief authorized by law, without the necessity of showing actual monetary damages.

18. NO OTHER WARRANTIES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CARDINAL AND ITS SUPPLIERS DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. NOTWITHSTANDING THE FOREGOING, TO THE SOLE EXTENT THAT ANY IMPLIED WARRANTY CANNOT BE VALIDLY DISCLAIMED UNDER APPLICABLE LAW; SUCH WARRANTY SHALL BE LIMITED TO A PERIOD OF ONE YEAR FROM THE DATE OF ACCEPTANCE BY CUSTOMER. NO WARRANTIES, EITHER EXPRESS OR IMPLIED, WILL APPLY AFTER THIS PERIOD.

19. Limitation of Liability. To the maximum extent permitted by applicable law, in no event shall Cardinal or its suppliers be liable under any theory of tort, contract, strict liability, or other legal theory for lost profits, lost revenues, lost business opportunities, operational interruption, loss of data or other information, failure of Customer's equipment, network or software not provided by Cardinal, or any other pecuniary loss, exemplary, punitive, special, incidental, indirect or consequential damages, each of which is hereby excluded by Agreement of the parties, regardless whether such damages were foreseeable or whether any party or any entity has been advised of the possibility of such damages. In any case, to the extent permitted by applicable law, Cardinal's entire liability for all losses, claims, suits, controversies, breaches or damages for any cause whatsoever, including under any provision of this license, shall be limited to the greater of the amount actually paid by Customer for the software product or U.S. \$5.00.

20. NOTICES. Any notice required or desired to be given under this Agreement or any of its Addendums or Attachments shall be in writing and shall be deemed given when delivered either in person, upon confirmed delivery by facsimile, or on the third day following mailing by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows: (i) if to Cardinal, at 1825 Lakeway Dr., Suite 100, Lewisville, Texas 75057, or such other address as may hereafter be designated by Cardinal in writing; and (ii) if to Customer, at the address listed below, or such other address as may hereafter be designated by Customer in writing.

21. WAIVER. The failure of either party to enforce at any time any provision of this Agreement, including any Addendums or Attachments incorporated herein, shall not be construed as a waiver of such provision or of any subsequent default thereof.

22. COMPLETE AGREEMENT. The parties agree that this Agreement, along with any Addendums and Attachments incorporated herein, is the complete and exclusive statement of the Agreement between the parties, which supersedes and merges all prior proposals, understandings, and all other agreements, oral or written, between the parties relating to the subject matter of this Agreement.

23. SURVIVAL. The provisions of this Agreement (including Addendums and Attachments hereto) that by their nature would continue beyond termination or expiration of this Agreement, such as duties with regard to confidential or copyrighted information, payment obligations for amounts due, or provisions limiting or disclaiming warranties or liability, shall survive such termination or expiration.

24. SEVERABILITY. Should any part or provision of this Agreement or any of its Addendums or Attachments be held unenforceable, such part or provision shall be deemed to be independent of all of the other parts and provisions of this Agreement, and all of the other parts and provisions shall remain in full force and effect.

25. AMENDMENTS. This Agreement, including its Addendums and Attachments, may not be modified, altered, or amended in any manner except by an agreement in writing executed by the parties hereto.

26. GOVERNING LAW; VENUE. THIS AGREEMENT, ALONG WITH ITS ADDENDUMS AND ATTACHMENTS, IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE UNITED STATES OF AMERICA, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAWS PRINCIPLES THAT MAY PROVIDE FOR THE APPLICATION OF THE LAW OF ANOTHER JURISDICTION. THIS AGREEMENT IS MADE AND PERFORMABLE IN THE CITY OF LEWISVILLE, TEXAS, AND CUSTOMER WAIVES THE RIGHT TO BE SUED HEREON ELSEWHERE. All sums of money due and payable under this Agreement shall be paid to Cardinal at 1825 Lakeway Dr., Suite 100, Lewisville, Texas 75057.

27. OTHER LAW. SOME STATES AND COUNTRIES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OF WARRANTIES OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THE LIMITED WARRANTY SET FORTH HEREIN GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. TO THE EXTENT ANY SUCH STATES OR COUNTRIES DO NOT ALLOW CERTAIN WARRANTY TERMS HEREIN OR REQUIRE WARRANTY TERMS BE INCLUDED, THEN THE APPLICABLE LAW AND REQUIRED TERMS SHALL CONTROL.

28. HEADINGS. The headings of the various sections in this Agreement and in any Addendums or Attachments hereto are for convenience of reference only and shall not modify, define, expand or limit any of the terms or provisions hereof.

29. BINDING EFFECT, NO ASSIGNMENT. This Agreement (including Addendums and Attachments hereto) is binding upon and inures to the benefit of the successors and assigns of the parties hereto; provided, however, Customer shall not assign or otherwise transfer the Software Product or this License to anyone, including any parent, subsidiaries, affiliated entities or third parties, or as part of the sale of any portion of its business, or pursuant to any merger, consolidation or reorganization, without Cardinal's prior written consent. No authorized assignment shall relieve Customer of the obligations undertaken by Customer herein unless Cardinal expressly consents thereto in writing.

30. ELECTRONIC SIGNATURES. This Agreement and any Addendums or Attachments may be executed by facsimile or scanned and electronically transferred signatures.



SUPPORT SERVICES ADDENDUM

This Support Services Addendum is an attachment to the Software License. The terms and conditions of this Addendum are hereby incorporated into the Software License Agreement by reference. Delivery of the support services described herein is expressly conditioned on Customer's acceptance of the terms and conditions of this Addendum.

The Support Services described herein shall apply to most Customers in most instances; however, receipt of a license for certain types of software offered by Cardinal may entitle the Customer to increased or enhanced support services. In the event that the Software Product licensed to Customer is one with respect to which such increased or enhanced support services are offered, the parties may execute an Attachment to this Addendum specifying such increased or enhanced support services, which shall be incorporated herein and which shall be controlling to the extent such Attachment provides for different or additional support services.

1. TOTAL SYSTEM SUPPORT PACKAGE

For so long as Customer shall maintain a current License for Cardinal's Software Product and fulfill its obligations under the Software License Agreement, including payment of the annual fee referenced in the annual license invoice, as well as any obligations specifically set forth in this Addendum, Customer shall be entitled to the support services comprising Cardinal's Total System Support Package, as described herein, which shall include a customer support toll-free phone service, email support services, ongoing consulting services, software documentation, hardware services (for hardware purchased from Cardinal Tracking) and software services. Although primary support service for third party hardware and software may be provided by the respective third-party vendors, Cardinal will provide problem determination through the Total System Support Package.

Cardinal will perform the support services in a professional and workmanlike manner consistent with applicable industry standards, using such resources as Cardinal deems necessary in accordance with the terms and conditions of this Addendum. Support services shall be performed solely in relation to the license or licenses granted by Cardinal to Customer under the Software License Agreement and/or in relation to any hardware purchased from or through Cardinal.

Customer shall be entitled to support services in accordance with the terms and conditions of this Addendum for one year from the earlier of (i) the delivery to Cardinal of signed copies of the Software License Agreement and this Addendum with payment of the original sales invoice or renewal invoice ; (ii) installation or use of any Software Product obtained pursuant to the Software License Agreement; or (iii) Customer's receipt and acceptance of any hardware device purchased from Cardinal and in respect of which Cardinal has agreed to provide support services hereunder. In any case, Customer must return a signed copy of the Software License Agreement and this Addendum to Cardinal as soon as reasonably practicable.

This Total System Support Package shall be renewable upon payment by Customer of the annual fee for the coming year, which must be received by Cardinal by the date specified in the renewal invoice that will be sent to Customer prior to the expiration of the preceding one-year term. Customer acknowledges that the annual fee is subject to change upon renewal due to general price increases and/or general inflation increases. Customer expressly acknowledges that, should the Total System Support Package be permitted to expire, a reinstatement fee will be charged by Cardinal at the time of any future, subsequent renewal.

2. CUSTOMER SERVICE

The Cardinal Customer Support Group shall act as the account manager for Customer's software and/or hardware support needs. This service includes unlimited email and telephone software support for the term of this Agreement.

Customer Support Representatives will be available to assist Customers Monday through Friday from 8:00 a.m. to 5:00 p.m., Central Time, via email or Cardinal's toll-free support line, excluding holidays observed by Cardinal. Cardinal will provide Customer with its planned holidays upon request. The above hours of operation are subject to change by Cardinal at any time upon thirty (30) days' written notice to Customer.

During the above-referenced hours of operation, Customer shall be entitled to initiate email or telephone consultations with Customer Support Representatives to discuss such things as (1) installation instructions, (2) hardware and software inquiries, (3) operating procedures, (4) modifications to the existing system, and (5) other concerns that may arise. All Customer inquiries or requests should be focused through the Customer Support Representatives. The Customer Support Group will be responsible for all aspects of the account and will serve as Customer's in-house spokesperson at Cardinal.

All email or telephone contacts by Customer will be documented to assist Cardinal personnel in tracking any issue or problem reported by Customer, the status of which will be monitored until final resolution. The Cardinal Customer Support Group will maintain a log for tracking purposes which reflects the current status of each outstanding hardware or software issue and all modification requests. Logs may include problem or modification reference numbers, date reported, description, priority, and/or scheduled release date, as applicable.

3. SOFTWARE SERVICES

Cardinal shall make general release updates and upgrades available for download by Customers holding current after their release for distribution. Currently licensed Customers will be notified of the availability of updates and upgrades, along with descriptions of the modifications or functions included and any recommendations that Cardinal may choose to provide concerning training or related support services. It will be Customer's responsibility to obtain any training or data-related support services relating to any update or upgrade.

Cardinal may also incorporate development changes/enhancements to any licensed software in Customer's use and possession in order to reasonably provide support services to Customer, taking into account Customer's needs, any errors reported, and any other factors that Cardinal considers appropriate. Any such changes shall be provided to Customer at no additional charge. Customer agrees to install any changes in accordance with instructions provided by Cardinal. The Customer Support Representative will notify Customer of said engineering changes and provide the telephone support necessary to install the changes.

Cardinal will repair or replace any licensed software product deemed by Cardinal to be faulty or defective as a result of engineering or technical services provided by Cardinal. Any custom changes or modifications to software requested by Customer will be at an additional charge.

With respect to technical information provided by Customer to Cardinal as part of any support services, Cardinal may only use such information for product support and development, and Cardinal may not utilize such technical information in any form that identifies Customer.

This Addendum does not entitle Customer to any on-site installation, training, maintenance, or repair services, which shall be at the rates charged by Cardinal at the time of the performance of the on-site services. Customer agrees to reimburse Cardinal for all reasonable travel, lodging, and other related expenses incurred by Cardinal or its personnel in connection with the performance of on-site training or support services.

4. HARDWARE SERVICES

Support for any hardware purchased from Cardinal can also be accessed through Cardinal's Customer Support via phone or email.

Certain hardware manufacturers have authorized and licensed Cardinal to perform warranty and non-warranty repairs for their product. For these hardware products, Cardinal will:

- Provide all labor and materials deemed necessary by Cardinal to maintain the hardware in accordance with this Addendum.
- Unless otherwise agreed by the parties, work shall be performed at one of Cardinal's designated Service Centers.

Cardinal will provide a five (5) day in-house turnaround time upon receipt of Cardinal serviceable hardware at a Cardinal Service Center during normal business hours. Service Center hours of operations are Monday through Friday, 8:00 a.m. to 5:00 p.m., Central Time, excluding holidays observed by Cardinal. The Customer will pay shipping charges to the designated Service Center, and Cardinal will pay the return shipment. Return shipment will be in the same manner in which it was received. Customer shall notify the Customer Support Representative if expedited service is required. The cost for the expedited service shall be borne by Customer.

For hardware products repaired directly by the manufacturer or other authorized manufacturer facilities, Cardinal will:

- Initiate the repair process with the manufacturer on behalf of the Customer or provide manufacturer RMA contact information for the Customer to initiate the process.
- Provide information to the Customer on the repair facility location to send the product in for service.

Manufacturer service level agreements vary. Please consult your manufacturer's warranty documentation for details.

Cardinal reserves the right to incorporate software changes to the hardware that will result in improved product performance and/or reliability. The installation of such changes, whether through normal service cycles or on-site visits, will be at the sole determination of Cardinal. The Cardinal Customer Support Representative will notify the Customer of any on-site engineering changes planned and the respective installation schedule or plan. Any on-site services shall be provided at the rates charged by Cardinal at the time of the performance of such services. Customer agrees to reimburse Cardinal for all reasonable travel, lodging, and other related expenses incurred by Cardinal or its personnel in connection with the performance of on-site support services.

5. EXCLUSIONS

The Total System Support Package *excludes* support for the following items:

- a. Repair of damage or increase in service time caused by failure to continually provide a suitable installation environment with all facilities prescribed by the applicable installation manual.
- b. Repair of damages or increase in service time caused by the use of the equipment for other than purposes for which designed.
- c. Repair of damage caused by accident or disaster, which includes, but is not limited to, electrical surges, failure of electrical power, fire, flood, submersion in water, wind, lightning, transportation subsequent to delivery, or force majeure.
- d. Repair of damage or replacement of parts caused by sabotage, neglect, misuse, as a result of impact or drop, or other harsh treatment not consistent with the equipment's intended use.
- e. Inspection of altered Equipment, repair of damage, or increase in service time caused by alterations not authorized by Cardinal, which alterations include, but are not limited to, any deviation from Cardinal's physical, mechanical or electrical Equipment design.
- f. Service time and materials associated with the rearrangement or relocation of equipment.

- g. Repair or replacement of case parts, broken glass, or damage as a result of broken glass.
- h. Repair or replacement of external cables, batteries, carrying cases, or other consumables. Additional custom changes or modifications to software specifications, functionality, or features as requested by Customer.

6. ADDITIONAL TERMS AND CONDITIONS

- a. **CUSTOMER OBLIGATIONS.** Customer agrees to provide Cardinal with access to Customer's sites and facilities, as well as appropriate personnel, during Customer's normal business hours as reasonably required by Cardinal to perform the support services. Customer will also make available to Cardinal all information and materials requested by Cardinal for use in replicating, diagnosing, and/or correcting an error or other problem with the software or hardware reported by Customer. Customer acknowledges that Cardinal's ability to provide satisfactory support services is dependent on Customer providing the information necessary to replicate, diagnose, and/or correct the problem reported by Customer.
 - b. **WORK PRODUCT.** Cardinal shall own all rights, title, and interest in methodologies, processes, and documentation, and all intellectual property rights therein, developed during the provision of the support services involving (i) implementation or installation of the Software Product into Customer's environment, (ii) configuration of workflow or reporting capabilities of the Software Product, and (iii) optimization of the use of the Software Product in Customer's environment.
 - c. **TERMINATION.** Cardinal's obligation to provide the support services described herein shall terminate upon the earlier of (i) Customer's failure to pay the annual fee described in the Fee Addendum; (ii) Customer's failure to reasonably cooperate with Cardinal in Cardinal's efforts to meet its support services obligations hereunder; (iii) the termination of Customer's Software License; or (iv) any other material breach by Customer of its obligations hereunder. Cardinal shall provide a written notice of termination to Customer, stating the reason for such termination, which shall be effective as of thirty (30) days of the date of such notice if Customer's default is not corrected prior thereto.
 - d. **EXCUSABLE DELAY.** Cardinal shall not be liable for any delay in the event Cardinal's business is interrupted because of strikes, labor disturbances, lockout, riot, fire, Act of God, natural disaster or the public enemy, or any other cause, whether like or unlike the foregoing, if beyond the reasonable ability of Cardinal to control. Should such a delay occur, Cardinal will take reasonable measures to cure or alleviate the cause of such delay or failure, if possible to do so, with a view of resuming performance of its contractual obligations as soon as reasonably practicable.
 - e. **INDEMNITY.** Customer agrees to indemnify and hold Cardinal harmless of and from any and all claims, actions, causes of action, suits, judgments, costs, and expenses, including attorney's fees, relating to or arising from Cardinal's provision of the support services described herein, whether relating to property damage (including damage to any goods into which Customer's goods or services are incorporated), personal injury or any other claim of damage arising from defects in products or workmanship, violation of any Federal, State or local law or ordinance (including but not limited to Federal Fair Labor Standards Act and any law relating to the protection of intellectual property), or negligence of Customer, its agents, servants, employees, officers, directors, representatives, and invitees.
7. **WARRANTIES AND DISCLAIMERS. CARDINAL WARRANTS THAT ANY SUPPORT SERVICES PROVIDED BY CARDINAL SHALL BE SUBSTANTIALLY AS DESCRIBED IN THIS AGREEMENT AND ANY APPLICABLE ONLINE OR WRITTEN MATERIALS PROVIDED TO CUSTOMER BY CARDINAL. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CARDINAL DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EITHER EXPRESS OR IMPLIED, RELATING TO THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES AS DESCRIBED IN THIS AGREEMENT.**
8. **CUSTOMER REMEDIES.** In the case of non-conformance with this Agreement, Cardinal's entire liability, and Customer's exclusive remedy shall be, at Cardinal's option, either (a) return of any fee paid by Customer in whole or in part for support services; or (b) re-performance of the non-conforming support services.

9. **LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CARDINAL OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS OR REVENUE, OPERATIONAL INTERRUPTION, LOSS OF DATA OR OTHER INFORMATION, FAILURE OF CUSTOMER'S EQUIPMENT, NETWORK OR SOFTWARE NOT PROVIDED BY CARDINAL, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES AS DESCRIBED IN THIS ADDENDUM OR ITS ATTACHMENTS, EVEN IF CARDINAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**
10. **OTHER LAW. SOME STATES AND COUNTRIES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OF WARRANTIES OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. TO THE EXTENT ANY SUCH STATES OR COUNTRIES DO NOT ALLOW CERTAIN WARRANTY TERMS HEREIN OR REQUIRE WARRANTY TERMS BE INCLUDED, THEN THE APPLICABLE LAW AND REQUIRED TERMS SHALL CONTROL.**

SIGNATURE PAGE

SOFTWARE LICENSE AGREEMENT SUPPORT SERVICES ADDENDUM

The parties have indicated their acceptance of this Agreement by executing below:

CARDINAL TRACKING, INC.:

By:



(Authorized Signature)

Its:

Steve Leuschner, President, CEO

(Print Name and Title)

Organization: _____

Customer Name: Mercedes Police Department

Authorized Signature: _____

Title: _____

Date: _____

Please complete and return to:
CARDINAL TRACKING, INC.,
1825 Lakeway Dr., STE 100
Lewisville, TX 75057
Fax: (972)539-8914
Email: accounting@cardinaltracking.com

Dr. Hector P. Garcia Memorial Library Statistical Report**Nov-22**

Circulation	2022	2021
Check-Outs & Renewals:	630	597
Year to Date Total:	1,358	1,172
In-House Book Circulation:	172	70
Year to Date Total:	328	152
In-House Magazine Circulation:	14	7
Year to Date Total:	30	29
In-House Newspaper Circulation:	36	26
Year to Date Total:	91	64
New Borrowers:	17	12
Year to Date Total:	36	29

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

Computer Sessions	2022	2021
Adult Lab Sessions:	278	337
Year to Date Total:	664	679
Juvenile Lab Sessions:	64	5
Year to Date Total:	112	13
WiFi:	3,604	2166
Year to Date Total:	6,814	5,201

Reference Assistance	2022	2021
By Phone:	82	107
Year to Date Total:	174	215
In-Person:	34	61
Year to Date Total:	86	132

Meeting Room Sessions	2022	2021
Sessions:	32	17
Year to Date Total:	67	37

Digital Resources	2022	2021
cloudLibrary Checkouts:	7120	8613
Year to Date Total:	14634	17997
NewsStand Checkouts:	0	136
Year to Date Total:	248	329

Reference Services	2022	2021
Directional/Basic Questions:	21	50
Year to Date Total:	59	111
Research Questions:	10	15
Year to Date Total:	29	44
Computer Questions:	7	33
Year to Date Total:	21	68
Fax Assistance:	45	56
Year to Date Total:	101	118
Copy Assistance:	48	84
Year to Date Total:	96	162
Scan Assistance:	3	10
Year to Date Total:	9	18
Print Outs:	1564	487
Year to Date Total:	3358	2238

Technical Services	2022	2021
New Items Added:	55	88
Year to Date Total:	114	218
Items Processed:	128	107
Year to Date Total:	154	132
Items Withdrawn:	0	0
Year to Date Total:	20	87
Items Recataloged:	67	126
Year to Date Total:	117	126
Items Repaired:	8	2
Year to Date Total:	8	4

Interlibrary Loans (ILL's)	2022	2021
Items Requested:	72	67
Year to Date Total:	148	143
Items Sent:	39	37
Year to Date Total:	88	68

Dr. Hector P. Garcia Memorial Library Statistical Report

Nov-22

Adult Programming	2022	2021
Adult Events:	10	0
Year to Date Total:	25	3
Adults in Attendance:	88	0
Year to Date Total:	174	44
Live Views:	0	0
Year to Date Total:	0	0
Recorded Counts:	0	0
Year to Date Total:	0	0

Teen Programming	2022	2021
Teen Events:	1	1
Year to Date Total:	1	11
Teens in Attendance:	8	5
Year to Date Total:	8	33
Live Views:	0	0
Year to Date Total:	0	0
Recorded Counts:	0	0
Year to Date Total:	0	0

Children's Programming	2022	2021
Children Events:	7	3
Year to Date Total:	14	7
Children in Attendance:	47	2
Year to Date Total:	100	23
Adults in Attendance:	17	0
Year to Date Total:	39	6
Live Views:	0	0
Year to Date Total:	0	0
Recorded Views:	0	26
Year to Date Total:	0	303

Toddler Programming	2022	2021
Children Events:	0	2
Year to Date Total:	1	4
Children in Attendance:	0	0
Year to Date Total:	1	6
Adults in Attendance:	0	0
Year to Date Total:	1	0
Live Views:	0	0
Year to Date Total:	0	0
Recorded Views:	0	26
Year to Date Total:	0	26

General Programming	2022	2021
Events:	0	0
Year to Date Total:	0	0
Toddlers in Attendance:	0	0
Year to Date Total:	0	0
Children in Attendance:	0	0
Year to Date Total:	0	0
Teens in Attendance:	0	0
Year to Date Total:	0	0
Adults in Attendance:	0	0
Year to Date Total:	0	0
Live Views:	0	0
Year to Date Total:	0	0
Recorded Views:	0	0
Year to Date Total:	0	0

Outreach Programming	2022	2021
Events:	0	0
Year to Date Total:	3	1
Toddlers in Attendance:	0	0
Year to Date Total:	0	0
Children in Attendance:	0	0
Year to Date Total:	106	0
Teens in Attendance:	0	0
Year to Date Total:	0	0
Adults in Attendance:	0	0
Year to Date Total:	38	4

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

Volunteer Hours	2022	2021
Total:	217.75	348
Year to Date Total:	416.25	642.75

Dr. Hector P. Garcia Memorial Library Statistical Report

Nov-22

Curbside Services	2022	2021
Curbside Café:	13	31
Year to Date Total:	30	36
Curbside Circulation:	1	6
Year to Date Total:	2	7
Curbside Crafts:	0	9
Year to Date Total:	0	48
Curbside Other Services:	0	4
Year to Date Total:	0	13

Library Visits	2022	2021
Visits:	2,378	1843
Year to Date Total:	4,932	3,526

Café Visits	2022	2021
Visits:	618	294
Year to Date Total:	1122	659

Café Sales	2022	2021
Net Sales:	\$ -	\$ 1,871.89
Year to Date Total:	\$ 1,955.34	\$ 3,502.57
Sales Tax:	\$ -	\$ 138.55
Year to Date Total:	\$ 161.23	\$ 272.92

Social Media	2022	2021
Library Posts:	185	165
Year to Date Total:	422	503
Library DMs:	0	3
Year to Date Total:	6	4
Cafe Posts:	55	33
Year to Date Total:	98	49
Café DMs:	0	0
Year to Date Total:	0	1
City Posts:	11	16
Year to Date Total:	18	21
City DMs:	0	9
Year to Date Total:	1	20
Videos Created:	1	2
Year to Date Total:	1	6
Website Updates:	15	14
Year to Date Total:	23	31
HCLS Posts:	2	3
Year to Date:	5	6

Memo

To: Alberto Perez, City Manager
From: Michelle Muniz, Assistant Library Director
CC: Javier Ramirez, Assistant City Manager
Date: December 9, 2022
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 November 2022.

Meetings

- City Commission Meeting (11/01) – Marisol Vidales
- Met with Historical Property owners (11/01-11/03) – Marisol Vidales
- Department Head Meeting (11/02) – Marisol Vidales
- Meeting with Public Works (11/02) – Marisol Vidales & Michelle Muniz
- Meeting with Bibliotheca (11/02) – Marisol Vidales & Michelle Muniz
- Attended Winter Wonderland Meeting (11/04) – Michelle Muniz
- Telecon Meeting (11/09) – Marisol Vidales
- Vendor Meeting for Tree Lighting (11/09) – Marisol Vidales & Michelle Muniz
- MHPC Special Meeting (11/09) – Marisol Vidales & Michelle Muniz
- Meeting with Public Works (11/09) – Marisol Vidales & Michelle Muniz
- Winter Wonderland Meeting (11/10) – Marisol Vidales & Michelle Muniz
- City Commission Meeting (11/15) – Marisol Vidales
- Tree Lighting Meeting (11/16) – Marisol Vidales & Michelle Muniz
- Winter Wonderland Meeting (11/16) – Marisol Vidales & Michelle Muniz
- Department Head Meeting (11/16) – Marisol Vidales
- Special City Commission Meeting (11/17) – Marisol Vidales
- HCLS Meeting (11/17) – Marisol Vidales
- Digital Navigator Cohort Meeting (11/18) – Tristan Garza & Anthony Cardenas
- Tech Logic Meeting (11/21) – Marisol Vidales & Michelle Muniz
- Meeting with Public Works (11/21) – Marisol Vidales & Frank Rivas
- Meeting with AARP Local Coordinator (11/21) – Marisol Vidales & Michelle Muniz
- Special City Commission Meeting (11/22) – Marisol Vidales
- Meeting with World Book (11/22) – Michelle Muniz & Frank Rivas

- Meeting with Envisionware (11/28) – Marisol Vidales & Michelle Muniz
- Christmas Parade, Tree Lighting, & Winter Wonderland Meeting (11/30) – Marisol Vidales & Michelle Muniz
- Meeting with Marisa Oliva (11/30) – Marisol Vidales & Michelle Muniz

Trainings

- The Statewide Interlibrary Loan Program (11/02) – Maria Mendoza
- TLA District 4 Conference (11/18) – Marisol Vidales & Michelle Muniz
- Cultivating Affirmation and Belonging for LGBTQIA+ Youth (11/22) – Frank Rivas & Daniela Alejo

Events/Programming

Adult Programming

- Digital Navigator Computer Class (11/05) – The class curriculum is created and taught by Tristan Garza and Anthony Cardenas.
Adults: 7
- Digital Navigator Computer Class (11/12) – The class curriculum is created and taught by Tristan Garza and Anthony Cardenas.
Adults: 11
- Digital Navigator Computer Class (11/19) – The class curriculum is created and taught by Tristan Garza and Anthony Cardenas
Adults: 13
- Book Club (11/10) – The book club is moderated by Michelle Muniz
Adults: 3
- Piano Class (11/02) – The class curriculum is created & taught by Rachel Lovestrand
Adults: 3
- Piano Class (11/09) – The class curriculum is created & taught by Rachel Lovestrand
Adults: 3
- Piano Class (11/16) – The class curriculum is created & taught by Rachel Lovestrand
Adults: 3
- ESL Class (11/01) – The class is taught by a Region One ESC instructor.
Adults: 9
- ESL Class (11/07) – The class is taught by a Region One ESC instructor.
Adults: 9
- ESL Class (11/08) – The class is taught by a Region One ESC instructor
Adults: 10
- ESL Class (11/14) – The class is taught by a Region One ESC instructor.
Adults: 9
- ESL Class (11/15) – The class is taught by a Region One ESC instructor.
Adults: 8
- ESL Class (11/29) – The class is taught by a Region One ESC instructor.
Adults: 9

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

- Piano Lessons taught by Rachel Lovestrand (11/02)
Children: 2

- Story Time (11/08)
Children: 5 Adults: 2
- Piano Lessons taught by Rachel Lovestrand (11/09)
Children: 2
- Anime Night (11/09)
Children: 1 Teens: 4 Adults: 3
- Craft Day with Behavioral Health Solutions of South Texas (11/4)
Toddlers: 3 Children: 12 Teens: 2 Adults: 5
- Piano Lessons taught by Rachel Lovestrand (11/16)
Children: 2
- Movie Night – Free Birds (11/22)
Children: 12 Adults: 3

Art class is being provided by Diane Roman-Goldsberry

- Watercolor Pumpkin Class (11/15)
Children: 7

Events

- Attended Farm Fest event to assist MHPC Chair with the Museum portion of the event (11/05) – Isabel Vallejo
- Attended Police Officer's Swearing in Ceremony (11/22) – Marisol Vidales

Other Projects/Duties

Café

- We sold 557 individual items for the 19 days that we were open and we made \$2,252.87 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 for November: New Arrivals for Books and Monthly News
- Created a total of 39 flyers for the Library, Café, City, and HCLS.
- Posted 253 items across Facebook, Instagram, and Twitter for the Library, Café, HCLS, and the City.
- Created 2 book rivers on TLC Catalog to honor monthly observances highlighting our collection, which were: Native American Heritage Month & Political Fiction.
- Created 3 shelves in cloudLibrary in honor of monthly observances highlighting our collection, which were: National Novel Writing Month, Native American Heritage Month, and Children's Book Week.
- Created 2 book displays in the adult section for the month of November: November and Veteran's Day.
- Created 1 book display in the children's section for the month of November, Native American Heritage Month.

Administration/Collection Management/Development

- Compiled and submitted documents for the last Request For Funds for the Digital Navigator grant on the TSLAC website. Worked with the Finance department and Dominic from TLSAC to properly submit request for salary reimbursement for both Digital Navigators.
- Continued to assist Victoria Eschete with Farm Fest planning by scheduling a key transfer, scheduling delivery of the stage, requesting permission for earlier set-ups, providing a staff member to help with the museum portion of the event, and providing insurance documentation & TABC documentation to Police and Fire.
- Completed, reviewed, revised, and submitted application for the McCoy's Community Involvement Project Request. Library was then presented a check by McCoy's for \$3,100. The funds will go towards the Summer Reading Program and allow us to book presenters, purchase supplies for crafts and game days, purchase snacks for movie days, purchase incentives for reaching reading goals, and overall, create a memorable program for the children of Mercedes.
- Prepared and hosted a Special Meeting for MHPC regarding 3 grant applications. All 3 were approved by the board to move forward with their renovations.
- In preparation for the annual Christmas Tree Lighting, we revised event maps, vendor layout maps, parking passes, and a parking pass master list with contact information. Reached out for quotes and selected one Sound & Light Production company for the event. We updated the program with the new date for the event and called all the vendors and performers to remind them about the vendor meeting, the new date, and supplied performers with the contact number for the Sound Production Company. Reposted flyers for the event throughout the town and on social media platforms. Worked with the Administration, Planning, Finance, Public Works, Police, and Fire departments to organize the event.
- Researched potential art choices for new teen shelving end panels and reached out to a local artist for a graphic design. Staff provided input on wording.
- Worked with Ervin Vilchis and Insight to install the new server and licenses for the library. Insight, with assistance from Mr. Vilchis, cleared out the server room of old equipment and properly disposed of old hardware.
- Started working on the City's Christmas Float for the parade. Designed and purchased materials needed for the float.
- Dealt with two credit card fraud disputes from Llano Grande residents and determined that the restaurant in the resort was renamed similarly to the café in the library.
- All staff worked on their job task analysis forms. Forms were reviewed, revised, and then submitted to City Administration.
- Created new holding codes for magazines to allow them to be checked out by patrons.
- Resolved an issue with T-Mobile regarding an incorrect invoice and was given the corrected invoice.
- Started working with AARP's local coordinator, Grace Gonzalez, to recruit local volunteers for a tax assistance program that will be held at the library in February to April. Created personalized flyers with details regarding the program. Recruitment ends in December and volunteers will be trained for a month starting in January, before assisting the public in February.
- Held final computer class for the Digital Navigator grant. All 13 students attended and graduated with their 3 certificates on Computer Basics, Internet Basics, and Email Basics. This concludes the class with grant funds, however, we plan to

continue the classes starting in January with a new group of students. The new class will focus on Google Doc Basics.

- Researched Meraki Licenses and if they are eligible for eRate.
- Currently working with the Finance Director to start a United for Libraries board for the library. This involves establishing an EIN in order to create a non-profit account.
- The Interlibrary Loan program uses a software known as Navigator to list all the items that are available for lending throughout the United States. The records for all our items are updated monthly by our Senior Cataloger to include new additions and deletions. Unfortunately, some records are incomplete or had an issue when they were first uploaded. Our Senior Cataloger is going through this unresolved list to repair all the damaged records. This will be a lengthy process and she is 25% complete at this point. It is estimated that the repair will take 6 to 8 months.

PLANNING DEPARTMENT 2022-2023 MONTHLY REPORT

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

PLANNING DEPARTMENT 2022-2023 MONTHLY REPORT

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

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
BLUECROSS AND BLUE SHIELD OF TEXAS	11/18/22	11/01-12/01/22 EMP INSURAN	GENERAL FUND	POLICE	<u>15,756.91</u>
				TOTAL:	15,756.91
CALDWELL AUTOMOTIVE PARTNERS, LLC.	11/18/22	NR138357 2022 CHEVROLET TA SERIES 2021		EMS/FIRE DEPT	<u>62,765.00</u>
				TOTAL:	62,765.00
COMPTROLLER OF PUBLIC ACCOUNTS	11/14/22	3RD QTR 22 STATE CRIMINAL	GENERAL FUND	NON-DEPARTMENTAL	<u>27,544.51</u>
				TOTAL:	27,544.51
DEVELOPMENT CORPORATION OF MERCEDES	11/21/22	NOV 22 SALES TAX	GENERAL FUND	NON-DEPARTMENTAL	154,039.52
	11/21/22	VTX NOTE #53	GENERAL FUND	NON-DEPARTMENTAL	<u>10,416.67</u>
				TOTAL:	164,456.19
GEXA ENERGY, LP	11/23/22	AUG 2022-SEPT 2022 ELECTRI	GENERAL FUND	NON-DEPARTMENTAL	14,946.74
	11/23/22	SEPT2022-OCT2022 ELECTRICI	GENERAL FUND	NON-DEPARTMENTAL	15,023.61
	11/23/22	AUG 2022-SEPT 2022 ELECTRI	UTILITY FUND	WATER/SEWER TREATMENT	19,041.22
	11/23/22	SEPT2022-OCT2022 ELECTRICI	UTILITY FUND	WATER/SEWER TREATMENT	<u>19,383.51</u>
				TOTAL:	68,395.08
HF CONCRETE WORK	11/16/22	004 MATERIALS ON HAND FOR	GENERAL FUND	STREETS	17,400.00
	11/04/22	1 CONCRETE WORK AT THE BLO	GENERAL FUND	STREETS	<u>11,800.00</u>
				TOTAL:	29,200.00
KCI TECHNOLOGIES, INC.	11/18/22	887166 MILE 1 PROJECT	AMERICAN RESCUE FU	STREET IMPROVEMENTS	<u>34,865.49</u>
				TOTAL:	34,865.49
LAW OF OF MARTIE GARCIA VELA, PC.	11/17/22	MERCEDES012 LEGAL WORK	GENERAL FUND	NON-DEPARTMENTAL	<u>14,800.00</u>
				TOTAL:	14,800.00
LISCIOTTI CRE LLC	11/29/22	11/29/22 CHICK-FIL-A INCEN	GENERAL FUND	NON-DEPARTMENTAL	<u>125,000.00</u>
				TOTAL:	125,000.00
MUNICIPAL SERVICES, LLC	11/04/22	OCT 14, 2022 REHABILITATIO	SERIES 2021	DRAINAGE IMPROVEMENTS	<u>21,972.50</u>
				TOTAL:	21,972.50
SIMON PROPERTY GROUP, LP	11/21/22	11162022 4TH QTR OUTLET MA	GENERAL FUND	NON-DEPARTMENTAL	<u>125,000.00</u>
				TOTAL:	125,000.00
SWG ENGINEERING, LLC	11/10/22	10148 ENGINEERING FEES WAT	GENERAL FUND	NON-DEPARTMENTAL	15,400.00
	11/10/22	10159 ENGINEERING FEES CAP	SERIES 2021	SEWER/WATER UTIL IMPRO	<u>11,225.00</u>
				TOTAL:	26,625.00
TEXAS COMMISSION ON ENVIRONMENTAL QUAL	11/18/22	CWQ0069815 PERMIT 00103470	UTILITY FUND	WATER/SEWER TREATMENT	<u>28,290.43</u>
				TOTAL:	28,290.43
TEXAS MUNICIPAL RET. SYST	11/02/22	PENSION PLAN PAYABLE	GENERAL FUND	NON-DEPARTMENTAL	13,169.73
	11/02/22	PENSION PLAN PAYABLE	GENERAL FUND	NON-DEPARTMENTAL	13,918.21
	11/02/22	PENSION PLAN PAYABLE	GENERAL FUND	POLICE	13,223.49
	11/02/22	PENSION PLAN PAYABLE	GENERAL FUND	POLICE	<u>13,998.86</u>
				TOTAL:	54,310.29
TEXAS MUTUAL WORKER'S COMPENSATION INS	11/29/22	TEXAS MUTUAL WORKER'S COMP	GENERAL FUND	POLICE	35,684.05
	11/29/22	TEXAS MUTUAL WORKER'S COMP	GENERAL FUND	FIRE DEPARTMENT	40,837.96
	11/29/22	TEXAS MUTUAL WORKER'S COMP	GENERAL FUND	STREETS	<u>10,232.15</u>
				TOTAL:	86,754.16

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
TEXAS NATIONAL BANK	11/15/22	FEDERAL W/H	GENERAL FUND	NON-DEPARTMENTAL	13,160.83
	11/29/22	FEDERAL W/H	GENERAL FUND	NON-DEPARTMENTAL	15,189.97
	11/15/22	FICA W/H	GENERAL FUND	NON-DEPARTMENTAL	11,895.53
	11/29/22	FICA W/H	GENERAL FUND	NON-DEPARTMENTAL	<u>12,844.16</u>
				TOTAL:	53,090.49
U.S. WATER SERVICES CORPORATION	11/21/22	S159676 BASE FEE PLANT OPE UTILITY FUND		WATER/SEWER TREATMENT	50,496.13
	11/21/22	S159676 OVERAGE ANNUAL SOL UTILITY FUND		WATER/SEWER TREATMENT	29,958.89
	11/21/22	S159676 EXPENSE FEE WATER UTILITY FUND		WATER/SEWER TREATMENT	22,974.55
	11/21/22	S159678 BASE FEE WASTE OPE UTILITY FUND		WATER/SEWER TREATMENT	68,236.60
	11/21/22	S159678 OVERAGES ANNUAL SO UTILITY FUND		WATER/SEWER TREATMENT	13,600.00
	11/21/22	S159678 EXPENSE FEE WASTE W UTILITY FUND		WATER/SEWER TREATMENT	19,311.07
	11/21/22	BASE FEE FOR WATER TREATME UTILITY FUND		WATER/SEWER TREATMENT	50,496.13
	11/21/22	EXPENSE FEE FOR WATER TREA UTILITY FUND		WATER/SEWER TREATMENT	22,974.55
	11/21/22	SOLID DISPOSAL OVERAGES UTILITY FUND		WATER/SEWER TREATMENT	13,084.00
	11/21/22	BASE FEE FOR WASTEWATER UTILITY FUND		WATER/SEWER TREATMENT	68,236.60
	11/21/22	EXPENSE FEE FOR WASTEWATER UTILITY FUND		WATER/SEWER TREATMENT	19,311.07
	11/21/22	OVERAGES ON ANNUAL SOLIDS UTILITY FUND		WATER/SEWER TREATMENT	<u>16,150.00</u>
				TOTAL:	394,829.59
XYLEM WATER SOLUTIONS USA, INC	11/18/22	3556C45344 LIFTS STATION 4 UTILITY FUND		WATER/SEWER TREATMENT	<u>13,751.99</u>
				TOTAL:	13,751.99
ZONE INDUSTRIES, LLC	11/18/22	1013639 PUMPS FOR LIFT STA SERIES 2021		LIFSTATION IMPROVEMENT	<u>493,825.89</u>
				TOTAL:	493,825.89

===== FUND TOTALS =====

01	GENERAL FUND	741,282.90
02	UTILITY FUND	475,296.74
51	AMERICAN RESCUE FUND	34,865.49
52	SERIES 2021	589,788.39

GRAND TOTAL:	1,841,233.52

TOTAL PAGES: 2

SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET: 99-City of Mercedes
VENDOR: All
CLASSIFICATION: All
BANK CODE: All
ITEM DATE: 0/00/0000 THRU 99/99/9999
ITEM AMOUNT: 10,001.00 THRU 99,999,999.00
GL POST DATE: 0/00/0000 THRU 99/99/9999
CHECK DATE: 11/01/2022 THRU 11/30/2022

PAYROLL SELECTION

PAYROLL EXPENSES: NO
EXPENSE TYPE: N/A
CHECK DATE: 0/00/0000 THRU 99/99/9999

PRINT OPTIONS

PRINT DATE: Check Date
SEQUENCE: By Vendor Name
DESCRIPTION: Distribution
GL ACCTS: NO
REPORT TITLE: C O U N C I L R E P O R T
SIGNATURE LINES: 0

PACKET OPTIONS

INCLUDE REFUNDS: NO
INCLUDE OPEN ITEM:NO

CITY OF MERCEDES
Budget vs Actual FY 2022-2023 (UNAUDITED)
As at 10/31/2022

01 GENERAL FUND

Budget Completed 8.33%				
REVENUES	Budget	YTD Actual	Budget Balance	% of Budget
Taxes	9,103,950	(460,635)	9,564,585	-5.06%
Licenses & Permits	2,019,000	29,074	1,989,926	1.44%
Fines & Services	2,357,460	214,198	2,143,262	9.09%
Intergovernmental	18,600	24,225	(5,625)	130.24%
Miscellaneous	1,782,890	20,921	1,761,969	1.17%
	15,281,900	(172,218)	15,454,118	-1.13%
EXPENDITURES				
Commission	35,200	4,287	30,913	12.18%
Exe. Adm	283,110	13,790	269,320	4.87%
Human Resources	66,447	1,627	64,820	2.45%
City Secretary	135,175	8,186	126,989	6.06%
Mun. Court	139,774	4,862	134,912	3.48%
Finance	229,173	11,934	217,239	5.21%
IT	418,962	43,488	375,474	10.38%
Planning	438,999	27,356	411,643	6.23%
Police	3,418,315	283,230	3,135,085	8.29%
Animal Control	96,591	2,476	94,115	2.56%
Fire	1,480,914	90,631	1,390,283	6.12%
Ambulance	-	-	0	#DIV/0!
PW	139,096	6,505	132,591	4.68%
Streets	882,576	21,335	861,241	2.42%
Build. Maint.	376,396	5,065	371,331	1.35%
Veh. Maint.	379,486	12,829	366,657	3.38%
Parks & Rec	485,500	22,764	462,736	4.69%
Rec. Center	107,548	3,085	104,463	2.87%
Library	551,796	24,602	527,194	4.46%
Projects	-	-	0	#DIV/0!
Sanitation	1,555,807	127,975	1,427,832	8.23%
Dome Shelter	296,931	13,535	283,396	4.56%
Non-Departmental	3,764,104	207,917	3,556,187	-5.52%
	15,281,900	937,479	14,344,421	6.13%
Rev. Over/Under	-	(1,109,697)	1,109,697	

NOTE: REVENUES RECEIVED IN OCTOBER ARE ACCRUED TO THE PREVIOUS FISCAL YEAR, THEREFORE CREATING A LOW/NEGATIVE BALANCE IN THE FIRST QTR.

CITY OF MERCEDES
 Budget vs Actual FY 2022-2023 (UNAUDITED)
 As at 10/31/2022

02 UTILITY FUND

Budget Completed 8.33%				
REVENUES	Budget	YTD Actual	Budget Balance	% of Budget
Water & Sewer Sales	5,892,000	89,880	5,802,120	1.53%
Fees & Penalties	1,260,140	40,305	1,219,835	3.20%
Miscellaneous	2,700	828	1,872	30.66%
	7,154,840	131,013	7,023,827	1.83%
EXPENDITURES				
Information Tech	98,539	33,933	64,606	34.44%
Utility Billing	146,357	9,748	136,609	6.66%
Meter Readers	153,469	6,159	147,310	4.01%
W/S Field Crew	1,104,412	28,943	1,075,469	2.62%
W/S Treatment Plant	3,563,500	221,406	3,342,094	6.21%
Debt Service Int.	947,583	-	947,583	0.00%
Non-Departmental	1,140,980	71,852	1,069,128	6.30%
	7,154,840	372,041	6,782,799	5.20%
Revenue Over/Under	-	(241,028)	241,028	

NOTE: REVENUES RECEIVED IN OCTOBER ARE ACCRUED TO THE PREVIOUS FISCAL YEAR, THEREFORE CREATING A LOW/NEGATIVE BALANCE IN THE FIRST QTR.

CITY OF MERCEDES
 Budget vs Actual FY 2022-2023 (UNAUDITED)
 As at 10/31/2022

15 INTEREST & SINKING FUND

Budget Completed 8.33%				
REVENUES	Budget	YTD Actual	Budget Balance	% of Budget
Property Taxes	2,296,070	294	2,295,776	0.01%
Intergovernmental	-	-	-	0.00%
Miscellaneous	2,000	1,956	44	97.81%
	2,298,070	2,250	2,295,820	0.10%
EXPENDITURES				
Debt Service	2,298,070	-	2,298,070	0.00%
	2,298,070	-	2,298,070	0.00%
Revenue Over/Under	-	2,250	(2,250)	

NOTE:

16 HOTEL/MOTEL FUND

Budget Completed 8.33%				
REVENUES	Budget	YTD Actual	Budget Balance	% of Budget
Taxes	120,000	(250)	120,250	-0.21%
Reserves/Misc.	95,970	1,625	94,345	1.69%
	215,970	1,375	214,595	0.64%
EXPENDITURES				
Advertisement	138,940		138,940	0.00%
Historic Preservation	50,000	-	50,000	0.00%
Arts Promotion	12,900	-	12,900	0.00%
Signage	14,130	-	14,130	0.00%
	215,970	-	215,970	0.00%
Revenue Over/Under	-	1,375	(1,375)	

NOTE: REVENUES RECEIVED IN OCTOBER ARE ACCRUED TO THE PREVIOUS FISCAL YEAR, THEREFORE CREATING A LOW/NEGATIVE BALANCE IN THE FIRST QTR.

CITY OF MERCEDES

Budget vs Actual FY 2022-2023 (UNAUDITED)

As at 10/31/2022

43 43-Series 2018 CO

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

NOTE: This fund is reported as Job to Date.

CITY OF MERCEDES
Budget vs Actual FY 2022-2023 (UNAUDITED)
As at 10/31/2022

46 EMS FUND

Budget Completed 8.33%				
REVENUES	Budget	YTD Actual	Budget Balance	% of Budget
EMS Service Fees	716,800	65,085	651,715	9.08%
Intergovernmental	90,000	-	90,000	0.00%
Misc	-	-	-	#DIV/0!
	806,800	65,085	741,715	8.07%
EXPENDITURES				
Personnel Costs	128,000	4,783	123,217	3.74%
Contractual Sev. & Other	185,300	8,061	177,239	4.35%
Maintenance	58,000	2,118	55,882	3.65%
Supplies	115,500	113	115,387	0.10%
Paramedic Course	70,000	2,643	67,358	3.78%
Capital Outlay	-	-	0	0.00%
Non-Departmental	250,000	39,709	210,291	15.88%
	806,800	57,427	749,373	7.12%
Revenue Over/Under	-	7,658	(7,658)	

NOTE:

51 AMERICAN RESCUE PLAN

REVENUES	Budget	JTD Actual	Budget Balance
Intergovernmental	4,118,303	1,432,608	2,685,696
Miscellaneous	12,179	12,179	(0)
	4,130,482	1,444,787	2,685,695
EXPENDITURES			
Contractual Services	123,427	123,427	0
Drainage Improvements	488,000	53,760	434,240
Water Rate Study	37,725	37,725	-
Impact Fee Study	31,500	4,725	26,775
TCEQ Comp. Self Audit	49,250	15,954	33,296
Revenue Loss	1,030,000	1,030,000	-
PD Renovation	700,000	-	700,000
Mile 1 East	270,000	171,837	98,163
Utility Improvements	1,269,119	-	1,269,119
Street Improvements	124,007	-	124,007
	4,123,028	1,375,715	2,685,600
Revenue Over/Under	7,454	69,072	95

NOTE: This fund is reported as Job to Date.

CITY OF MERCEDES

Budget vs Actual FY 2022-2023 (UNAUDITED)

As at 10/31/2022

52 SERIES 2021 CO

REVENUES	Budget	JTD Actual	Budget Balance
Bond Revenue-Other Financ	8,250,000	8,250,000	-
Interest Income	68,981	68,981	-
Miscellaneous	-	-	-
	8,318,981	8,318,981	-
EXPENDITURES			29.80%
EMS/FIRE Equipment	787,765	720,000	67,765
PD Vehicles/Renovation	1,341,445	287,147	1,054,298
PW Equipment	475,979	475,979	-
Planning Equipment		-	-
Library	17,586	17,586	-
Other Equipment	273,089	-	273,089
Build. Improvements	70,000	-	70,000
Water/Sewer Utility Improv	3,456,740	164,433	3,292,307
Lift Station Improv.	495,000	-	495,000
Street Improvements	400,000	400,000	-
Drainage Imprpov.	218,000	164,723	53,278
Other Infrs. Imp	350,260	-	350,260
Non-Departamental	171,522	171,522	-
	8,057,386	2,401,389	5,655,997
Revenue Over/Under	261,595	5,917,592	(5,655,997)

NOTE: This fund is reported as Job to Date.

CITY OF MERCEDES
Budget vs Actual FY 2022-2023 (UNAUDITED)
As at 11/30/2022

01 GENERAL FUND

Budget Completed 16.67%				
REVENUES	Budget	YTD Actual	Budget Balance	% of Budget
Taxes	9,103,950	74,682	9,029,268	0.82%
Licenses & Permits	2,019,000	71,898	1,947,102	3.56%
Fines & Services	2,357,460	413,861	1,943,599	17.56%
Intergovernmental	18,600	24,225	(5,625)	130.24%
Miscellaneous	1,782,890	29,193	1,753,697	1.64%
	15,281,900	613,858	14,668,042	4.02%
EXPENDITURES				
Commission	35,200	4,887	30,313	13.88%
Exe. Adm	283,110	35,509	247,601	12.54%
Human Resources	66,447	7,894	58,553	11.88%
City Secretary	135,175	18,222	116,953	13.48%
Mun. Court	139,774	15,902	123,872	11.38%
Finance	229,173	30,039	199,134	13.11%
IT	418,962	76,685	342,277	18.30%
Planning	438,999	60,541	378,458	13.79%
Police	3,418,315	555,146	2,863,169	16.24%
Animal Control	96,591	6,866	89,725	7.11%
Fire	1,480,914	237,886	1,243,028	16.06%
Ambulance	-	-	0	#DIV/0!
PW	139,096	15,551	123,545	11.18%
Streets	882,576	94,174	788,402	10.67%
Build. Maint.	376,396	29,095	347,301	7.73%
Veh. Maint.	379,486	30,910	348,576	8.15%
Parks & Rec	485,500	69,198	416,302	14.25%
Rec. Center	107,548	7,448	100,100	6.92%
Library	551,796	68,978	482,818	12.50%
Projects	-	-	0	#DIV/0!
Sanitation	1,555,807	144,531	1,411,276	9.29%
Dome Shelter	296,931	35,518	261,413	11.96%
Non-Departmental	3,764,104	521,105	3,242,999	-13.84%
	15,281,900	2,066,085	13,215,815	13.52%
Rev. Over/Under	-	(1,452,226)	1,452,226	

NOTE: REVENUES RECEIVED IN OCTOBER ARE ACCRUED TO THE PREVIOUS FISCAL YEAR, THEREFORE CREATING A LOW/NEGATIVE BALANCE IN THE FIRST QTR.

CITY OF MERCEDES
 Budget vs Actual FY 2022-2023 (UNAUDITED)
 As at 11/30/2022

02 UTILITY FUND

		Budget Completed 16.67%		
REVENUES	Budget	YTD Actual	Budget Balance	% of Budget
Water & Sewer Sales	5,892,000	607,148	5,284,852	10.30%
Fees & Penalties	1,260,140	76,631	1,183,509	6.08%
Miscellaneous	2,700	948	1,752	35.10%
	7,154,840	684,727	6,470,113	9.57%
EXPENDITURES				
Information Tech	98,539	47,866	50,673	48.58%
Utility Billing	146,357	21,373	124,984	14.60%
Meter Readers	153,469	17,523	135,946	11.42%
W/S Field Crew	1,104,412	85,213	1,019,199	7.72%
W/S Treatment Plant	3,563,500	714,337	2,849,163	20.05%
Debt Service Int.	947,583	-	947,583	0.00%
Non-Departmental	1,140,980	78,444	1,062,536	6.88%
	7,154,840	964,757	6,190,083	13.48%
Revenue Over/Under	-	(280,030)	280,030	

NOTE: REVENUES RECEIVED IN OCTOBER ARE ACCRUED TO THE PREVIOUS FISCAL YEAR, THEREFORE CREATING A LOW/NEGATIVE BALANCE IN THE FIRST QTR.

CITY OF MERCED
 Budget vs Actual FY 2022-2023 (UNAUDITED)
 As at 11/30/2022

15 INTEREST & SINKING FUND

Budget Completed 16.67%				
REVENUES	Budget	YTD Actual	Budget Balance	% of Budget
Property Taxes	2,296,070	294	2,295,776	0.01%
Intergovernmental	-	-	-	0.00%
Miscellaneous	2,000	1,956	44	97.81%
	2,298,070	2,250	2,295,820	0.10%
EXPENDITURES				
Debt Service	2,298,070	-	2,298,070	0.00%
	2,298,070	-	2,298,070	0.00%
Revenue Over/Under	-	2,250	(2,250)	

NOTE:

16 HOTEL/MOTEL FUND

Budget Completed 16.67%				
REVENUES	Budget	YTD Actual	Budget Balance	% of Budget
Taxes	120,000	6,540	113,460	5.45%
Reserves/Misc.	95,970	1,625	94,345	1.69%
	215,970	8,165	207,805	3.78%
EXPENDITURES				
Advertisement	138,940	-	138,940	0.00%
Historic Preservation	50,000	-	50,000	0.00%
Arts Promotion	12,900	-	12,900	0.00%
Signage	14,130	-	14,130	0.00%
	215,970	-	215,970	0.00%
Revenue Over/Under	-	8,165	(8,165)	

NOTE: REVENUES RECEIVED IN OCTOBER ARE ACCRUED TO THE PREVIOUS FISCAL YEAR, THEREFORE CREATING A LOW/NEGATIVE BALANCE IN THE FIRST QTR.

CITY OF MERCEDES
Budget vs Actual FY 2022-2023 (UNAUDITED)
As at 11/30/2022

43 43-Series 2018 CO

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

NOTE: This fund is reported as Job to Date.

CITY OF MERCED
Budget vs Actual FY 2022-2023 (UNAUDITED)
As at 11/30/2022

46 EMS FUND

Budget Completed 16.67%				
REVENUES	Budget	YTD Actual	Budget Balance	% of Budget
EMS Service Fees	716,800	94,487	622,313	13.18%
Intergovernmental	90,000	3,289	86,711	3.65%
Misc	-	947	(947)	#DIV/0!
	806,800	98,722	708,078	12.24%
EXPENDITURES				
Personnel Costs	128,000	10,858	117,142	8.48%
Contractual Sev. & Other	185,300	21,751	163,549	11.74%
Maintenance	58,000	2,485	55,515	4.28%
Supplies	115,500	5,303	110,197	4.59%
Paramedic Course	70,000	8,330	61,670	11.90%
Capital Outlay	-	-	0	0.00%
Non-Departmental	250,000	39,709	210,291	15.88%
	806,800	88,436	718,364	10.96%
Revenue Over/Under	-	10,286	(10,286)	

NOTE:

51 AMERICAN RESCUE PLAN

REVENUES	Budget	JTD Actual	Budget Balance
Intergovernmental	4,118,303	1,467,473	2,650,831
Miscellaneous	12,179	12,179	(0)
	4,130,482	1,479,652	2,650,830
EXPENDITURES			
Contractual Services	123,427	123,427	-
Drainage Improvements	488,000	53,760	434,240
Water Rate Study	37,725	37,725	-
Impact Fee Study	31,500	4,725	26,775
TCEQ Comp. Self Audit	49,250	15,954	33,296
Revenue Loss	1,030,000	1,030,000	-
PD Renovation	700,000	-	700,000
Mile 1 East	270,000	206,703	63,297
Utility Improvements	1,269,119	-	1,269,119
Street Improvements	124,007	-	124,007
	4,123,028	1,472,294	2,650,735
Revenue Over/Under	7,454	7,358	96

NOTE: This fund is reported as Job to Date.

CITY OF MERCEDES
Budget vs Actual FY 2022-2023 (UNAUDITED)
As at 11/30/2022

52 SERIES 2021 CO

REVENUES	Budget	JTD Actual	Budget Balance
Bond Revenue-Other Financ	8,250,000	8,250,000	-
Interest Income	68,981	68,981	-
Miscellaneous	-	-	-
	8,318,981	8,318,981	-
EXPENDITURES			37.28%
EMS/FIRE Equipment	787,765	782,765	5,000
PD Vehicles/Renovation	1,341,445	299,678	1,041,767
PW Equipment	475,979	475,979	-
Planning Equipment		-	-
Library	17,586	17,586	-
Other Equipment	273,089		273,089
Build. Improvements	70,000	-	70,000
Water/Sewer Utility Improv	3,456,740	175,658	3,281,082
Lift Station Improv.	495,000	493,826	1,174
Street Improvements	400,000	400,000	-
Drainage Imprprov.	218,000	186,695	31,305
Other Infrastructure Imp	350,260		350,260
Non-Departmental	171,522	171,522	-
	8,057,386	3,003,709	5,053,677
Revenue Over/Under	261,595	5,315,272	(5,053,677)

NOTE: This fund is reported as Job to Date.

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

FY 2021-2022

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

Yearly Total Sales Tax Comparison

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

FY 2022-2023

State Comptroller	EDC (25%)	Outlet Mall	Mth % Inc/Dec	City (75%)	Outlet Mall	Mth % Inc/Dec
664,414.83	123,909.52	42,194.19	0.39%	456,644.45	41,666.67	-0.36%
616,158.09	119,350.90	34,688.62	-3.68%	420,451.90	41,666.67	-7.93%
565,272.27	141,318.07		18.41%	382,287.54	41,666.66	-9.08%
1,845,845.19	384,578.49	76,882.81	8.87%	1,259,383.89	125,000.00	20.72%

Note: Pending Outlet Mall report for December 2022.

Yearly City Sales Tax Comparison

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

BUDGET 4,927,428
% OF BUDGET 32.24%

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

TO EDC 1,642,476

Total 6,569,904
Projection

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

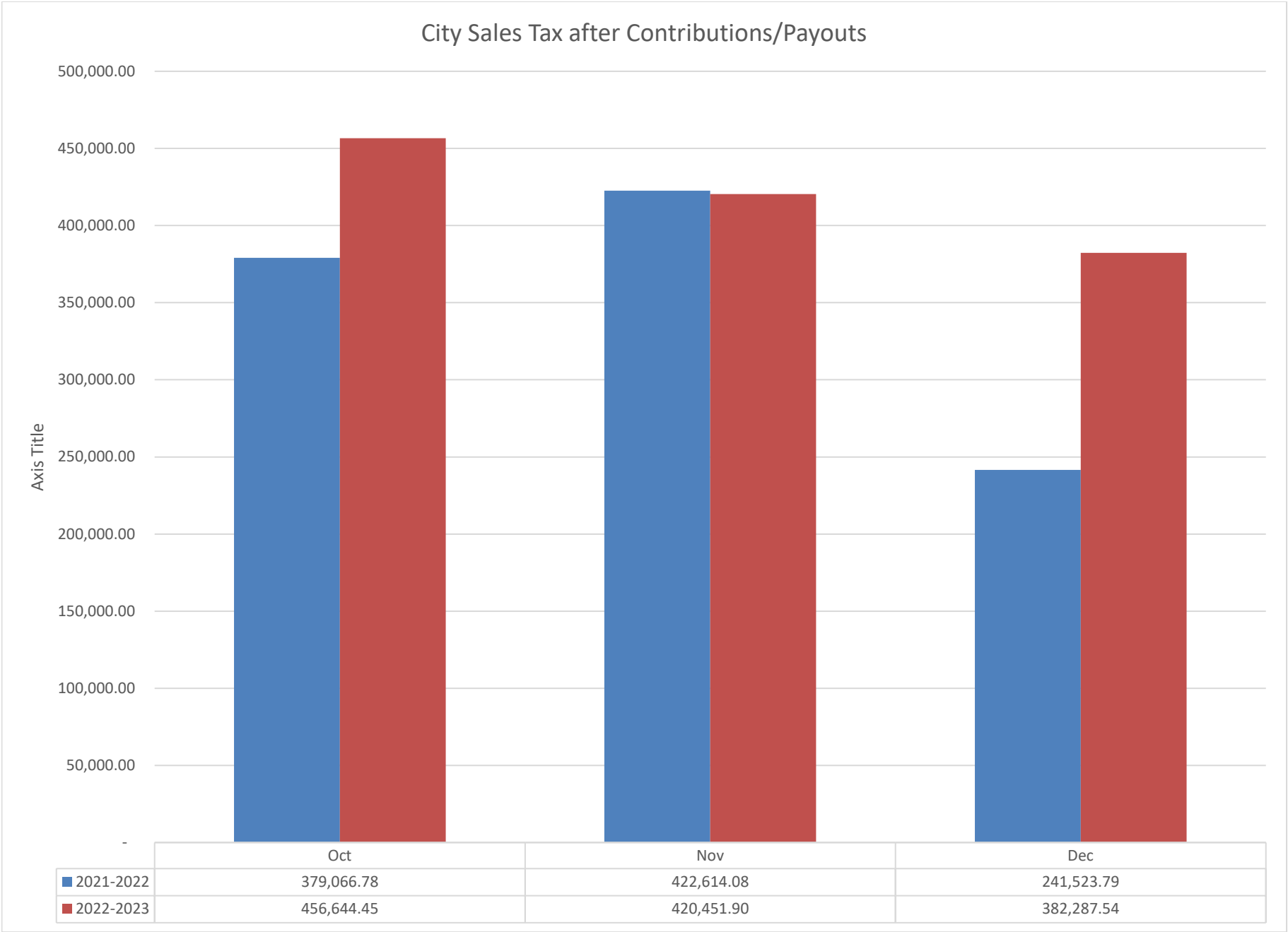
Note: Yr % Inc /Dec compared to prior year.

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

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



City Sales Tax after Contributions/Payouts



Revenue Collected by Citations
November 1, 2022 - November 30, 2022

City of Mercedes Revenue **\$11,751.84**

State of Texas Revenue **\$ 8,045.76**

Total Revenue Collected **\$19,797.60**

Total Number of Cases (Dockets) Heard by Court - **24**

Eduardo Mendoza
Eduardo Mendoza, Municipal Court Coordinator



Pedro Estrada

Chief of Police

MERCEDES POLICE DEPARTMENT

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

November 1st – November 30th Report 2021 / 2022

ARREST BY OFFENSE

2021

2022

• ABANDON ENDANGER CHILD/ IMMINENT DANGER OF BODILY INJURY	1	0
• ACCIDENT INVOLVING DAMAGE TO VEHICLE>=\$200-FAIL TO COMPLY	2	0
• AGGRAVATED ASSAULT	1	0
• AGGRAVATED ASSAULT: (FAMILY VIOLENCE) WITH DEADLY WEAPON	2	2
• AGGRAVATED ASSAULT: WITH DEADLY WEAPON	2	0
• AGGRAVATED SEXUAL ASSAULT CHILD	0	1
• ARSON OF BUILDING/HABITATION/VEHICLE RECKLESS CAUSE DAMAGE	4	0
• ASSAULT: (CLASS C) FAMILY VIOLENCE	3	2
• ASSAULT: CAUSING BODILY INJURY	2	1
• ASSAULT: CAUSING BODILY INJURY (FAMILY VIOLENCE)	2	2
• ASSAULT: CAUSING PHYSICAL CONTACT	0	1
• ASSAULT: CAUSING PHYSICAL CONTACT (FAMILY VIOLENCE)	0	1
• ASSAULT: FAMILY/HOUSE MEMBER IMPEDE BREATH/CIRCULATION W/PREV CON	1	0
• BURGLARY OF A BUILDING	0	1
• BURGLARY OF A VEHICLE	27	0
• CONTINUOUS VIOLENCE AGAINST THE FAMILY	1	0
• CRIMINAL MISCHIEF>=\$100<\$750	1	0
• CRIMINAL MISCHIEF>=\$750<\$2500	1	0
• CRIMINAL TRESPASS	2	0
• CRIMINAL TRESPASS HABIT/SHLTR/SUPR	1	1
• DEADLY CONDUCT	3	0
• DEADLY CONDUCT: DISCHARGE FIREARM	7	0
• DISORDERLY CONDUCT	0	1
• DISORDERLY CONDUCT: DISCHARGE FIREARM	1	0
• DRIVING WHILE INTOXICATED	2	3
• DUTY ON STRIKING FIXTURE/HWY LANDSCAPE>=\$200	1	1
• DUTY ON STRIKING UNATTENDED VEHICLE >=\$200	0	1
• EMERGENCY DETENTION OF MENTALLY ILL PERSON	0	1
• ENGAGING IN ORGANIZED CRIMINAL ACTIVITY	3	0
• EVADING ARREST DETENTION	8	0
• EXHIBITION OF FIREARMS ON CAMPUS OR SCHOOL BUS	0	1
• HARASSMENT	0	1
• INJURY TO A CHILD-W/BODILY INJURY	0	1
• INTERFERENCE W/ PUBLIC DUTIES	1	0
• POSSESS CONTROLLED SUBSTANCE PG1<1G	1	1
• POSSESS CONTROLLED SUBSTANCE PG 3<28G	1	1
• POSSESSION OF DRUG PARAPHERNALIA	1	4
• POSSESSION OF MARIHUANA <2OZ	1	2
• PUBLIC INTOXICATION	4	5
• RESIST ARREST SEARCH OR TRANSPORT	0	1
• RUNAWAY	2	3
• SEXUAL ABUSE OF CHILD-CONTINUOUS: VICTIM UNDER 14	0	1
• TERRORISTIC THREAT CAUSING IMPAIRMENT OF PUBLIC SERVICE	1	0
• TERRORISTIC THREAT OF FAMILY/HOUSEHOLD	2	0
• THEFT>=\$100<\$750	3	0
• THEFT >=\$2500 <\$30K	4	0
• THEFT OF MOTOR VEHICLE>=\$1500<20K	1	0
• THEFT OF MOTOR VEHICLE>=\$20K<\$100K	2	0
• UNLAWFUL CARRYING WEAPON	0	1

MERCEDES POLICE DEPARTMENT

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

• IDENTITY THEFT	1	5
• IMPROPERLY PARKED VEHICLE	5	4
• INDECENCY WITH A CHILD	1	0
• INDECENT EXPOSURE ALREADY OCCURRED	0	1
• INFORMATIONAL CALL	206	179
• INTOXICATED DRIVER	3	4
• JUNK VEHICLE	1	2
• LIGHT POLE OUTAGE	1	1
• LIVESTOCK ON HIGHWAY	19	13
• LOCKED VEHICLE	3	4
• LOST ITEM	6	3
• MEDICAL CALL	141	147
• MISSING PERSON-ADULT	1	0
• MISSING PERSON – JUVENILE	7	5
• MUTUAL AID	3	5
• NUISANCE / NOISE / LOUD MUSIC	31	28
• NUISANCE BARKING DOG	3	2
• OPEN DOOR / WINDOW	10	4
• OTHER POLICE/COMMENT FIELD	0	1
• PICK UP ITEM	4	1
• PRISONER ARRAIGNMENT	0	1
• PRISONER CARE	1	2
• PRISONER RELEASE	2	1
• PRISONER TRANSPORT	5	3
• PROPERTY DAMAGE	6	18
• RECKLESS VEHICLE	22	20
• REPORT WRITING	13	3
• REPOSSESSION	9	5
• REQUEST TO SPEAK WITH AN OFFICER	83	39
• SECTION 26 / 28	7	1
• SEWER LINE BACKUP	1	2
• SHOTS FIRED	12	11
• STALKING	0	1
• STALLED VEHICLE	47	40
• STRUCTURE FIRE	4	1
• SUSPICIOUS ACTIVITY	20	8
• SUSPICIOUS PERSON	30	17
• SUSPICIOUS VEHICLE	24	16
• TERRORISTIC THREAT	3	4
• THEFT ALREADY OCCURRED	37	29
• THEFT IN PROGRESS	1	0
• TOWING	0	3
• TRAFFIC CONTROL	5	0
• TRAFFIC HAZARD	11	9
• UNAUTHORIZED USE OF MOTOR VEHICLE	1	2
• UNWANTED PERSON	14	21
• VEHICLE FIRE	2	2
• VEHICLE PURSUIT	0	1
• VERBAL DISPUTE	13	12
• WARRANT SERVICE	1	3
• WATER LINE BREAK	4	7
• WAVE DOWN	17	20
• WELFARE CHECK	13	16

Total = 2144

Total = 2112

UCR SUMMARY

2021

2022

• ARSON	2	1
• ASSAULT	43	24
• AUTO THEFT	7	4

MERCEDES POLICE DEPARTMENT

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• VIOLATION OF BOND/PROTECTIVE ORDER	0	1
• WARRANT (LOCAL)	1	1
• WARRANT (OTHER AGENCY)	0	2

Total = 101

Total = 45

CAD MONTHLY REPORT

2021

2022

• 911 HANG UP-ABUSE	0	2
• 911 HANG UP – INVESTIGATION	4	6
• ABANDONED VEHICLE	2	0
• ABUSE OF A CHILD, ELDERLY OR DISABLE PERSON	0	1
• ACCIDENT WITH INJURIES	8	6
• ACCIDENT WITH NO INJURES	31	33
• AGGRAVATED ASSAULT ALREADY OCCURRED	0	1
• ALLERGIC REACTION	0	1
• ANIMAL BITE – DOG	2	1
• ANIMAL CARCASS	1	0
• ANIMAL PROBLEM - NON-VICIOUS	4	5
• ANIMAL PROBLEM – VICIOUS	1	5
• ANIMAL RESCUE / NO DANGER TO LIFE	1	1
• ARCING WIRES	1	0
• AREA CHECK	786	678
• ASSAULT ALREADY OCCURRED	13	4
• ASSAULT IN PROGRESS	2	1
• ASSAULT JUST OCCURRED	0	4
• ASSIST OTHER AGENCY/BACK UP	0	5
• BEE CALL	3	2
• BUILDING CHECK	0	5
• BURGLARY ALARM – COMMERCIAL	67	84
• BURGLARY ALARM – RESIDENTIAL	13	15
• BURGLARY OF BUILDING ALREADY OCCURRED	1	2
• BURGLARY OF HABITATION ALREADY OCCURRED	0	2
• BURGLARY OF VEHICLE ALREADY OCCURRED	5	5
• BURGLARY OF VEHICLE JUST OCCURRED	1	0
• CHILD CUSTODY	21	17
• CITY CODE VIOLATION	2	0
• CIVIL MATTER	9	11
• CREDIT CARD OR DEBIT CARD ABUSE	0	1
• CRIMINAL HISTORY	0	1
• CRIMINAL MISCHIEF	6	5
• CRIMINAL TRESPASS-SUSPECT LEFT	1	1
• CRIMINAL TRESPASS-SUSPECT ON LOCATION	1	1
• DEADLY CONDUCT	0	2
• DETAIL	4	0
• DISORDERLY CONDUCT	0	1
• DOMESTIC DISTURBANCE ALREADY OCCURRED	1	1
• DOMESTIC DISTURBANCE JUST OCCURRED	3	3
• DOWN POWER LINE	0	6
• ELECTRICAL FIRE IN STRUCTURE	1	0
• ESCORT – FUNERAL	1	4
• EXTRA PATROL REQUEST	35	28
• FIGHT IN PROGRESS	9	0
• FIRE ALARM / BOX ALARM	9	13
• FIRE INVESTIGATION CALL	4	5
• FOLLOW-UP INVESTIGATION	1	10
• FOUND PROPERTY	4	2
• GAS LEAK	7	6
• GENERAL BODY WEAKNESS	0	1
• GRAFFITI	0	3
• GRASS FIRE	1	1
• HARASSMENT	12	21
• HIT AND RUN ACCIDENT JUST OCCURRED	11	7

MERCEDES POLICE DEPARTMENT

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• BURGLARY	13	6
• ROBBERY	0	0
• SEX OFFENSES	1	2
• THEFT	57	30

Total = 123

Total = 67

TRAFFIC STOPS

2021

2022

• TOTAL TRAFFIC STOP	196	364
• TOTAL CITATIONS ISSUED	166	189

Note: Monthly report reflects both UCR and CAD data

X  12/1/22
Pedro Estrada
Chief of Police

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

TYPE	JAN. 2022	FEB. 2022	MAR. 2022	APR. 2022	MAY. 2022	JUN. 2022	JUL. 2022	AUG. 2022	SEPT. 2022	OCT. 2022	NOV. 2022	DEC. 2022	YTD Total
CITY SECRETARY'S OFFICE													
Agenda Reg./Special/Wkshp	2	5	2	2	4	3	2	5	4	2	6		37
Minutes Reg./Special	4	6	2	2	2	3	2	5	4	2	6		38
Ordinances	0	4	1	2	0	2	5	1	5	5	0		25
Resolutions	0	2	2	2	0	4	0	2	0	2	1		15
Contracts	2	5	5	0	1	3	4	5	4	4	4		37
Bids	1	3	1	0	3	0	0	1	1	0	0		10
PERMITS													
Sound/Dance					5	8	3	4	1	2	6		29
TABC					1	0	0	0	0	0	0		1
VITAL STATISTICS													
Filling w. State	0	14	13	7	5	14	4	8	7	0	5		77
Issuing Birth	22	20	23	19	29	13	22	20	20	21	22		231
Issuing Death	8	2	0	12	1	1	7	2	4	0	1		38
RISK MANAGEMENT													
Vehicle Claims		1	2	0	0	3	1	0	0	1	0		8
Liability Claims	1	1	0	1	1	1	1	1	1	1	0		9
OPEN RECORDS													
Received	31	46	37	51	46	56	27	56	50	57	48		505
Responded	19	34	33	41	29	44	19	48	48	49	41		405
HUMAN RESOURCES													
New Hires	3	2	5	8	4	7	4	2	10	10	6		61
Resignations	5	5	5	1	6	7	1	4	5	5	3		47
Retirements	0	0	1	1	0	0	0	1	0	1	0		4
Workers Comp	4	0	0	1	0	2	0	2	2	1	0		12

Significant Comments:

Department Name: Public Information Officer		
Monthly Status Report		
Period Covered	NOVEMBER 2022	
Activities Completed (Include Dates)		
1. Veterans Day Parade and Ceremony (Saturday November 12) Flag Raising Ceremony in front of Mercedes City Hall Breakfast for Veterans Parade		
2. Christmas Tree Lighting Ceremony x Little Nashville		
3. RGV Food Bank Produce Distribution (November 9, 2022)		
4. Mercedes and Reynosa Tamaulipas become Sister Cities		
5. Host ceremony for Mercedes Public Safety Department to Swear-In Assistant Police Chief and new officers		
6. Kicked off the first annual toy drive		
7. Recorded PSA for wastewater		
Activities in Process	Next Action	Media
1. State of the City Address Planning 2. Script writing 3. Highlighting Mercedes Historical Hotel 4. Honoring San Jacinto Colegio	<ul style="list-style-type: none">● Outsourcing videographer for high quality video● Meeting with department heads to highlight important accomplishments throughout the year in respective department● Creating proclamation● Requesting pricing for historical marker for location● Setting up meeting with Mercedes Historic Hotel to honor the Colegio with memorabilia	<ul style="list-style-type: none">● 39 graphics●

1.	“	
2.		
Long Term Projects		
1. Capisallo Terrace story		
2. State of the City Address		
Issues for Immediate Attention		
1. Daily postings		
2. Attending events		
3. Potentially purchasing video editing software		
Key Team Interdependencies		
1. Getting information from other departments		
2. Staying informed		
Keeping up with new trends		

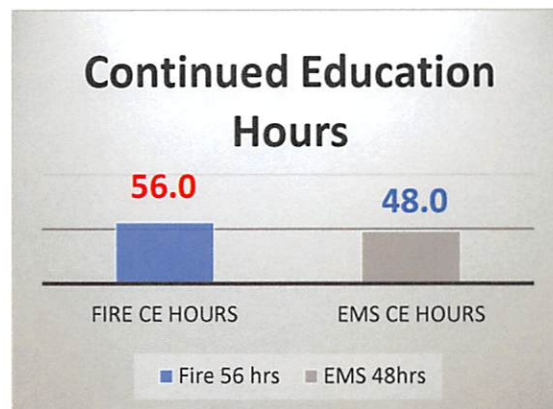
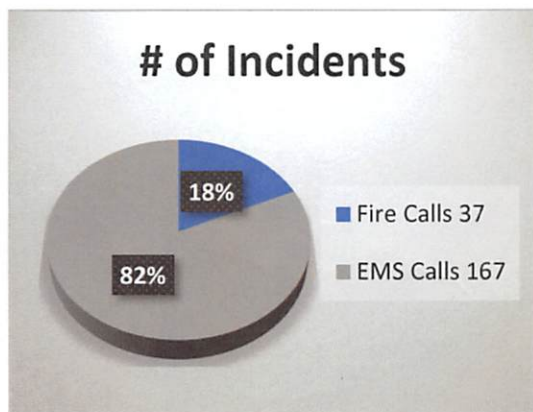


MERCEDES FIRE DEPARTMENT EMS

Monthly Report November 2022



"Through dedicated, professional members, the Mercedes Fire Department EMS care for and protects the lives and property of our community through incident response, comprehensive training, public education and fire prevention."



Emergency Management:

- Preparation/planning for 2023 multi city marathon.
- Drone in service and available to assist all city departments.
- Continuous on providing COVID-19 testing to all city employees when needed.
- Safety meetings with MISD.
- Activation on multi EMS response in the region.
- Pre-hospital planning with EMS directors and trauma advisory.
- Planning of city events for the month of November 2022.
- Continuous planning of response procedures with other local EMC's.

Mercedes Fire Department

Mercedes, TX

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Incident Type Count per Station for Date Range

Start Date: 11/01/2022 | End Date: 11/30/2022

INCIDENT TYPE	# INCIDENTS
Station: 1 - MERCEDES FIRE STATION 1	
116 - Fuel burner/boiler malfunction, fire confined	1
131 - Passenger vehicle fire	2
142 - Brush or brush-and-grass mixture fire	1
143 - Grass fire	2
311 - Medical assist, assist EMS crew	6
322 - Motor vehicle accident with injuries	3
324 - Motor vehicle accident with no injuries.	5
412 - Gas leak (natural gas or LPG)	4
424 - Carbon monoxide incident	1
440 - Electrical wiring/equipment problem, other	1
444 - Power line down	3
500 - Service Call, other	1
700 - False alarm or false call, other	3
730 - System malfunction, other	1
743 - Smoke detector activation, no fire - unintentional	1
# Incidents for 1 - Mercedes Fire Station 1:	35
Station: 2 - MERCEDES FIRE STATION 2	
540 - Animal problem, other	1
542 - Animal rescue	1
# Incidents for 2 - Mercedes Fire Station 2:	2

Only REVIEWED incidents included.



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Mercedes Fire Department

Mercedes, TX

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

Start Date: 11/01/2022 | End Date: 11/30/2022

STATION	TURNOUT TIME (min) (Dispatch to Enroute)	
1 - Mercedes Fire Station 1	4:21	
2 - Mercedes Fire Station 2	1:45	
AVERAGE TURNOUT TIME:		3:03

Report calculates the average time difference between DISPATCH and ENROUTE for each station. Only REVIEWED incidents where ENROUTE time is provided are included. Cancelled apparatus are not included in this report.



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Mercedes Fire Department

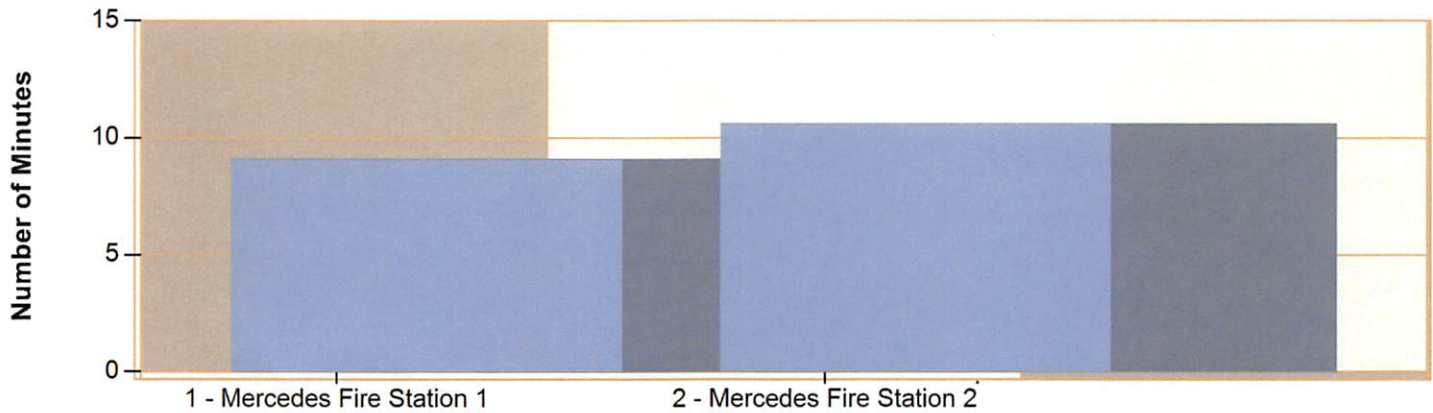
Mercedes, TX

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Average Response Time per Station for Date Range

Start Date: 11/01/2022 | End Date: 11/30/2022



STATION	AVERAGE RESPONSE MM:SS (Dispatch to Arrived)
1 - Mercedes Fire Station 1	9:06
2 - Mercedes Fire Station 2	10:36

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



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MERCEDES FIRE DEPARTMENT EMS

Monthly Report November 2022



Fire Marshal's Office

• Fire Inspections	51
• Fire Investigations	0
• Public Educations	0
• Plan Reviews	4
• Fire Alarms	1
• Fire Sprinkler Reviews	0
• Hood System Reviews	0
• Fire Suppression Reviews	0
• Meetings	11
• Burn Permits	0
• Fire Safety Complaints	1
• Special Assignments	0
• Subdivision Review Conference	0
• STFIA	0

Ruben A. Gutierrez
Fire Marshal

11/2022
DATE