

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

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

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

Maximum length of time of forum is 30 minutes with individual presentations limited to a maximum of two minutes. The City Commission can take no formal action on any city related matter discussed during the open forum. Persons who wish to participate in this portion of the meeting shall sign up as they arrive, indicating the topic about which they wish to speak. No one will be able to sign up AFTER 6:20 PM. The information required for signing up must be completed by that time. No public comments will be allowed during any agenda item unless recognized by the Mayor or if the item requires a public hearing. State your name and address before beginning your presentation. Pursuant to Tex. Gov't. Code §551.007 the scope of the right to speak is limited to agenda items.

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

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

- 6. Consent Agenda: (All matters listed under Consent Agenda are considered to be routine by the Governing Body and will be enacted by one motion. There will be no separate discussion of these items; however, if discussion is desired, that item(s) will be removed from the Consent Agenda and will be considered separately.)
  - a. Approval of Minutes for Meeting(s) held May 9, 2023, May 15, 2023 & May 16, 2023.
  - b. Approval of items for surplus from the police department for auction.
- 7. Management Items: Present, Discuss, Consider, and Possibly Take Action Regarding:
  - a. Approval of Repairs for FM 1425.
  - b. Approval of Hidalgo County Pct. 1 Interlocal Agreement for Mile 1 E.
- 8. Executive Session: Chapter 551, Texas Government Code, Section 551.071 (Consultation with Attorney), Section 551.072 (Deliberation regarding Real Property), Section 551.074 (Personnel Matters) and Section 551.087 (Economic Development)
- a. Discussion with City Manager regarding on Mercedes Real Estate Market Analysis. Section 551.072
- Discussion with City Manager regarding strategic recruitment of retail and developers to the City of Mercedes. – Section 551.087
- c. Discussion with City Manager regarding strategies to support local businesses. Section 551.087
- d. Discussion with City Manager regarding status on projects. Section 551.087
- e. Discussion with City Manager regarding personnel matters. Section 551.074
- f. Discussion with City Manager regarding amendment of budget policy. Section 551.074
- g. Discussion regarding Project M. Carrillo. Section 551.087
- 9. Open Session: Present, Discuss, Consider, and Possibly Take Action Regarding:
  - a. Mercedes Real Estate Market Analysis
  - b. Recruitment of Retail and Developers
  - c. Strategy for Support of Local Businesses
  - d. Status on Projects
  - e. Personnel Matters
  - f. Budget Policy Amendment

## g. Project M. Carrillo

# 10. Adjournment

Notice is hereby given that the City Commissioners of the City of Mercedes, Texas will meet in a *Regular Meeting* on Tuesday, June 6, 2023 at 6:30 P.M. Said meeting will be conducted in the Commission Chambers of the City Hall located at 400 S. Ohio, Mercedes, Texas for the purpose of considering and taking formal action regarding the items listed above. This notice is given in accordance with Vernon's Texas Codes Annotated, Texas Government Code, Section 551.001 et. Seq.

WITNESS MY HAND AND SEAL OF THE CITY THIS THE 2ND DAY OF JUNE, 2023.

ATTEST:

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 SPECIAL MEETING MAY 9, 2023 – 6:30 P.M.

## MERCEDES CITY HALL - COMMISSION CHAMBERS

**MEMBERS PRESENT:** Oscar D. Montoya Sr. Mayor

Joe MartinezMayor Pro-TemJacob HowellCommissionerArmando GarciaCommissionerRuben SaldanaCommissioner

STAFF PRESENT: Alberto Perez City Manager

Martie Garcia-Vela City Attorney - Virtual

Joselynn Castillo City Secretary

Javier Ramirez Asst. City Manager - Virtual

Marisol Vidales
Nereida Perez
Francisco Sanchez
Kristine Longoria
Javier Campos
Library Director
Finance Director
Interim Police Chief
Human Resources
Fire Chief/EMS

OTHERS PRESENT: Ruth Valdez, Orlando Diaz, Michael Rocha, and David Jimenez

# 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 City commission were present which constitutes a full quorum.

#### 3. INVOCATION

Mr. Ryan Lackey from FFA said the invocation.

#### 4. PLEDGE OF ALLEGIANCE

Mr. Tim Champion from 4-H led in the pledge of allegiance.

#### 5. PRESENTATIONS:

#### a. Recognition of 4-H & FFA Members (Comm. Saldana & Comm. Garcia)

Mr. Saldana spoke about the 4-H program which was established in 2006 and members dedication to the program. He stated they have 64 members and had 69 entries in the Rio Grande Valley Livestock Show. Mr. Oscar Rodriguez from FFA addressed the Commission about the awards the FFA students have received regarding mechanics. It was stated that they were the only school in the valley that goes to the major shows. The students are able to build equipment from the ground up and have won many awards. Mayor Montoya thanked the students and said a few words. The 4-H Members recognized were Catalina Diaz, Tim Champion, Isabella Champion, Hailey Jo Eschete, Sidney Loya, Matthew Loya and Estrella Pavon. FFA Members recognized were Luis Garza, Jose Gonzalez, Ryan Lackey, Jesus Villalobos, Jose Ruiz, Jesse Trevino and Barrett Rabel. Commissioner Saldana said a few words about both organizations.

#### b. Presentation by the Rio Grande Valley Livestock Show (Comm. Saldana & Comm. Garcia)

Mr. Luis Saldana, Mike Risica President, Edna Martinez Secretary, & Joe Charles Balanger Board Member were present. Mr. Saldana stated that \$1.7 Million went to 4-H and FFA Members, had over 300K visitors to Mercedes, the support the local economy and spoke about partnerships. He acknowledged Interim Chief Sanchez, Chief Campos, Lt. Diaz and Mr. Castillo from Public Works for their planning for the Livestock show. Rodeo had 176K people attend, 3000 exhibitors, and over 200 vendors. He spoke about plans for 2024. Mr. Mike Risica spoke on behalf of the Rio Grande Valley Livestock show and their mission is to promote the youth. The Mayor personally congratulated Mr. Luis Saldana.

#### 6. OPEN FORUM-

There were no comments from the public.

- 7. CONSENT AGENDA: (All matters listed under Consent Agenda are considered to be routine by the Governing Body and will be enacted by one motion. There will be no separate discussion of these items; however, if discussion is desired, that item(s) will be removed from the Consent Agenda and will be considered separately.)
  - a. Approval of Minutes for Commission Meeting(s) held March 21, 2023 & April 4, 2023.
  - Approval of 2<sup>nd</sup> Quarterly Investment Report
     Mayor Pro-Tem Martinez made a motion to approve all items under consent agenda. Commissioner Saldana seconded. Upon a called vote, the motion passed unanimously.
- **8. ORDINANCES/RESOLUTIONS:** *Present, Discuss, Consider and Possibly Take Action Regarding:* 
  - a. Approval of Resolution 2023-12 approving the Investment Policy and Strategy

Ms. Perez stated the policy outlines the investment officers and requirements and needs approval yearly. Mayor Pro-Tem Martinez made a motion to approve. At a question, Mr. Perez stated its been reviewed. Commissioner Garcia seconded. Upon a called vote, the motion passed unanimously.

- b. **Approval of resolution 2023-13 amending a portion of the personnel policy manual**Commissioner Howell motioned to approve the changes to the travel policy as presented. Commissioner Saldana seconded. Upon a called vote, the motion passed unanimously.
- c. Approval of First Reading of Ordinance 2023-05 regarding requirement to connect to public water and sewer system.

Commissioner Saldana moved to approve and forego the reading. Mayor Pro-Tem Martinez seconded. Commissioner Saldana stated that if the City provides sewer services, this ordinance requires the citizens to connect to that sewer system. Mr. Perez stated that the main driver is due to flooding and health issues if not connected to the sewer system. Upon a called vote, the motion passed unanimously.

- 9. MANAGEMENT ITEMS: Present, Discuss, Consider, and Possibly Take Action Regarding:
  - a. Approval of Agency Agreement between the City of Mercedes and Mercedes Special Education Cooperative (Library)

Mr. Orlando Trevino from MISD spoke about their program for special education to help transition them into adulthood. Their program helps the students understand the services available to them. Commissioner Howell stated Mr. Trevino won an award and will be receiving the Guiding Light award in June and only 10 were selected for the national award. Commissioner Howell motioned to approve. Mayor Pro-Tem Martinez seconded. At a question, Ms. Vidales stated they will work with them to learn how to operate a library. They will have job coaches and will learn job skills. Mr. Trevino stated they get training before the students go out to the job. Mayor Montoya would like to put him back on the agenda after he receives his award in July. Upon a called vote, the motion passed unanimously.

b. Approval of Agency Agreement between the City of Mercedes and Unidos Contra La Diabetes (Library)

Ms. Vidales stated that this is a formal partnership to be invited to their meetings and be linked to their website. They will be collecting data regarding diet and diabetes to help lower the cases on diabetes. Commissioner Howell motioned to approve. Commissioner Saldana seconded. Upon a called vote, the motion passed unanimously.

- c. **Approval of Urban County Re-Qualification for Fiscal Years 2024-2026 (Planning)**Mayor Pro-Tem Martinez motioned to approve the Urban County Re-Qualification for FY 2024-2026.
  Commissioner Garcia seconded. Upon a called vote, the motion passed unanimously.
- d. **Approval of New Appointment of Member to the Keep Mercedes Beautiful Committee (Planning)**Commissioner Saldana motioned to approve Ms. Beth Reyes. Mayor Pro-Tem Martinez seconded. Upon a called vote, the motion passed unanimously.
- e. **Approval to go out for RFP for City of Mercedes Broadband Expansion (Planning)**Mayor Pro-Tem Martinez made a motion to approve to go out for RFP. Commissioner Saldana seconded. At a question, Mr. Perez and Mayor clarified that the broadband is for fiber in the city and 100 MB upload/download is the minimum. This is for the community. Upon a called vote, the motion passed unanimously.
- f. Approval of Hidalgo County Pct. 1 Interlocal Agreement for Dawson Rd.

  Commissioner Garcia made a motion to approve. Mayor Pro-Tem Martinez seconded. Mr. Ramirez stated this is an amendment to the original agreement. They were short on caliche to reach Michaela street and

would need about \$13K and will be paid for with urban county funds. The County has approved. Upon a called vote, the motion passed unanimously.

- g. Approval of Hidalgo County Pct. 1 Interlocal Agreement for Mile 1 E.
  - Mr. Ramirez stated they are set to meet with the Engineer and need to work on a few more details. Mayor Pro-Tem Martinez motioned to postpone to the next meeting. Commissioner Saldana seconded. Upon a called vote, the motion passed unanimously.
- **10. BIDS/CONTRACTS:** Present, Discuss, Consider, and Possibly Take Action Regarding:
  - a. **Approval of contract extension for Municipal Court Prosecutor Services with David Gorena**Mayor Pro-Tem Martinez motioned to approve. Commissioner Garcia seconded. Upon a called vote, the motion passed unanimously.

#### 11. DEPARTMENTAL MONTHLY REPORTS

**Police Department, Fire Department, Public Works, Library, Finance, Rec Center, Planning, City Sec** Mr. Perez announced that they have two new I.T personnel. Commissioner Howell requested that the Recreation center provide an update on the programs.

Mayor Pro-Tem Martinez made a motion to go into executive session. Commissioner Garcia seconded. Upon a called vote, the motion passed unanimously. The meeting went into executive session at 7:40 p.m.

- **12. EXECUTIVE SESSION:** Chapter 551, Texas Government Code, Section 551.071 (Consultation with Attorney), Section 551.072 (Deliberation regarding Real Property), Section 551.074 (Personnel Matters) and Section 551.087 (Economic Development)
  - a. Consultation with Attorney regarding litigation C-0284-23-B Section 551.071
  - b. Discussion with City Manager regarding personnel matters Section 551.074

Mayor Montoya called the meeting back to order at 9:00 P.M.

- 13. OPEN SESSION: Present, Discuss, Consider, and Possibly Take Action Regarding:
  - a. Litigation C-0284-23-B
    - No Action was taken on item A.
  - b. Item B from Executive Session

No Action was taken on item B.

#### 14. ADJOURNMENT

Mayor Pro-Tem Martinez made a motion to adjourn and wished all the mothers a happy Mother's Day. Mayor Montoya seconded. Upon a called vote, the motion passed unanimously. The meeting adjourned at 9:01 P.M.

# MERCEDES CITY COMMISSION SPECIAL MEETING MAY 15, 2023 – 6:30 P.M. MERCEDES CITY HALL – COMMISSION CHAMBERS

**MEMBERS PRESENT:** Oscar D. Montoya Sr. Mayor

Joe MartinezMayor Pro-TemJacob HowellCommissionerArmando GarciaCommissionerRuben SaldanaCommissioner

**STAFF PRESENT:** Alberto Perez City Manager

Martie Garcia-Vela City Attorney - Virtual

Joselynn Castillo City Secretary
Javier Ramirez Asst. City Manager

Michael Rocha I.T Specialist

#### 1. CALL MEETING TO ORDER

Mayor Montoya welcomed everyone to the meeting 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

Ms. Liz Montoya said the invocation.

## 4. PLEDGE OF ALLEGIANCE

Ms. Dahlia Guajardo Saldana led in the pledge of allegiance.

#### 5. OPEN FORUM-

No citizen signed up for open forum.

#### 6. PRESENTATIONS:

a. Canvass the Returns of the 2023 City Officer's Election for Mayor, Commissioner Place1 and Commissioner Place 3 and Declaring the Results

MAYOR				
NAME	Mail	Early Voting	Election Day	Total
Oscar Montoya	10	545	244	799
Cristella 'Cris De Leon" Hernandez	5	172	79	256
Joaquin Hernandez	2	304	71	377
COMMISSIONER PLACE 1				
NAME	Mail	Early Voting	Election Day	Total
Jacob Casi Howell	10	770	311	1,091

COMMISSIONER PLACE 3				
NAME	Mail	Early Voting	Election Day	Total
Leonel Benavidez	2	287	147	436
Leo Villarreal	5	294	73	372
Joe Martinez	8	422	170	600

396 votes were cast on election day; 1,026 votes were cast during early voting; 17 absentee ballots and no provisional votes were cast.

Oscar Montoya received the majority of the votes for Mayor.

Jacob Casi Howell received the majority of the votes for Commissioner Place 1.

No candidate received the majority of the votes for Commissioner Place 3, therefore, a runoff between Leonel Benavidez and Joe Martinez will be held for Place 3. Election day for the runoffs is scheduled for June 10th at the Mercedes Civic Center.

Mayor Pro-Tem Martinez made a motion to accept the votes. Commissioner Garcia seconded. Upon a called vote, the motion passed unanimously. Mayor Montoya thanked everyone that came out to vote, everyone involved in the elections and the candidates for exercising their rights.

Mayor Pro-Tem Martinez made a motion to move to item 7 and then Administer the oath. Mayor Montoya agreed and moved to item 7.

## b. Administer Oath of Office to Newly Elected Mayor and Commissioner Place 1

Mr. Marcos Garcia administered the Oath of Office for Commissioner Place 1 Jacob Howell.

County Commissioner David Fuentes administered the Oath of Office for Mayor Oscar Montoya. Commissioner Fuentes said a few words of thanks and family. Commissioner Howell thanked everyone and Mr. Marcos Garcia and said a few words of appreciation. Mayor Montoya said a few words of appreciation and thanked his family and friends.

## 7. ORDINANCES/RESOLUTIONS: Present, Discuss, Consider and Possibly Take Action Regarding:

a. Approval of First Reading of Ordinance 2023-06 Calling for a Runoff Election for Commissioner Place 3.

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

#### 8. ADJOURNMENT

Mayor Pro-Tem Martinez made a motion to adjourn. Commissioner Garcia seconded. Upon a called vote, the motion passed unanimously. The meeting adjourned at 6:48 p.m.

# MERCEDES CITY COMMISSION REGULAR MEETING MAY 16, 2023 – 6:30 P.M.

#### MERCEDES CITY HALL - COMMISSION CHAMBERS

**MEMBERS PRESENT:** Oscar D. Montoya Sr. Mayor

Joe MartinezMayor Pro-TemJacob HowellCommissionerArmando GarciaCommissioner

Ruben Saldana Commissioner - Virtual

STAFF PRESENT: Alberto Perez City Manager

Martie Garcia-Vela
Joselynn Castillo
City Secretary
Javier Ramirez
Asst. City Manager
Marisol Vidales
Library Director
Meredith Hernandez
Chief Accountant
Francisco Sanchez
Interim Police Chief
Roberto Castillo
Public Works Director

Javier Campos Fire Chief/EMS

OTHERS PRESENT: Ruth Valdez, Jose Hernandez, LeRoy Hernandez, and David Jimenez

#### 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 were present and Commissioner Saldana attended virtually which constitutes a full quorum.

#### 3. INVOCATION

Mayor Pro-Tem Martinez said the invocation.

#### 4. PLEDGE OF ALLEGIANCE

Commissioner Howell led in the pledge of allegiance.

#### 5. OPEN FORUM-

No citizen signed up for open forum.

#### 6. CONSENT AGENDA:

- a. Second and Final Reading of Ordinance 2023-05 regarding requirement to connect to public water and sewer system.
- b. Second and Final Reading of Ordinance 2023-06 Calling for a Runoff Election for Commissioner Place 3.

#### c. Approval of Budget Amendments attached

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

#### 7. MANAGEMENT ITEMS: Present, Discuss, Consider, and Possibly Take Action Regarding:

# a. Approval of Affiliation and Program Agreement for Clinical Experience between the City of Mercedes Fire Department and South Texas College (Fire Dept)

Mayor Pro-Tem Martinez motioned to approve. Commissioner Garcia seconded. There was discussion regarding the program being hands-on training. Mayor Montoya commended Fire Chief Campos on team work. Upon a called vote, the motion passed unanimously.

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

Commissioner Howell motioned to approve. Mayor Pro-Tem Martinez seconded. Upon a called vote, the motion passed unanimously. Chief Campos stated that the EMS is now self-sustaining and this will not be taken from the general fund.

#### 8. DEPARTMENTAL MONTHLY REPORTS

## Police Department, Finance, Library, City Secretary/HR

There were no questions on the Departmental Reports

Mayor Pro-Tem Martinez motioned to go into executive session. Commissioner Garcia seconded. Upon a called vote, the motion passed unanimously at 6:43 p.m.

- **9. Executive Session:** Chapter 551, Texas Government Code, Section 551.071 (Consultation with Attorney), Section 551.072 (Deliberation regarding Real Property), Section 551.074 (Personnel Matters) and Section 551.087 (Economic Development)
  - a. Consultation with Attorney regarding update on litigation Section 551.071
  - b. Discussion with City Manager regarding personnel matters Section 551.074
  - c. Consultation with Attorney regarding local business issues Section 551.071 & Section 551.087 Mayor Montoya called the meeting back to order at 8:13 p.m.
- **10. OPEN SESSION:** *Present, Discuss, Consider, and Possibly Take Action Regarding:* 
  - a. Item A from Executive Session
  - b. Item B from Executive Session
  - c. Item C from Executive Session

No Action was taken on the items during executive session.

#### 11. ADJOURNMENT

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

# **City of Mercedes**

Asset Disposition Form (Use this form only for equipment that has the City of Mercedes bar code tag)

The following equipment being disposed:

CITY MANAGER

Barcode #	Qty	Description of Items	Purchase Date	Cost	Disposition Code
	1	Genuine Joe Water Machina Plus 2x5 Gallon Jugs			D
	1	HP Office Jet 4500 Serial #CN16JP20MF			D
	1	HP Laser Jet Pro MFP M225DN Serial #CNB9JCT9XS			D
	1	HP Laser Jet 1020 Serial #CNB0904958			D
	1	Projector Screen			D
	1	HP Office Jet Pro L7590 Serial #MY89B250MT			D
	1	Dual Sided Color P430i Serial #88j120800043			D
	1	Brother DCP-8085DN Serial #U62270D2J185899			D
	1	Black Rifle Case			D
	3	White Board			D

	3	White Board						D
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DEPARTMENT	HEAD		DATE					

DATE

# **City of Mercedes**

Asset Disposition Form (Use this form only for equipment that has the City of Mercedes bar code tag)

The following equipment being disposed:

Barcode #	Qty	Description of Items	Purchase Date	Cost	Disposition Code
	1	AND Weigh Scale #SK-5000WPZ			D
	1	HP Laser Jet 1536DNF MFP Serial #VNB3H25324			D
	1	Print Matic Juvenile Finger Prints			D
	1	Color Laser Jet Pro MFP M177FN Tag #5098			D
	1	Laser Intelli Fax 2840 Serial #U63274H3J467332			D
	2	HP Keyboards			D
	1	Logitech Keyboard			D
	1	IBM Keyboard			D
	4	Micro Soft Keyboard			D
	7	Dell Keyboard	r.		D

		IVIICIO SOIL REYDOAIG				
	7	Dell Keyboard				D
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# **City of Mercedes**

Asset Disposition Form (Use this form only for equipment that has the City of Mercedes bar code tag)

The following equipment being disposed:

Barcode #	Qty	Description of Items Description of Items		Cost	Disposition Code
	2	Impress Motorola Adaptive Chargers Serial #NNTN7072B			D
	1	Brother Connectable P-Touch Serial #U63941L8Z726650			D
	11	Polycom Landline Phones			D
	1	IWATSU Landline Phone			D
	1	Yealink Landline Phone	*		D
	9	APC Backups			D
	5	Pairs of Harmon/Kardon Speakers			D
	1	Miscellaneous Box Wires/Cameras			D
	3	Front Bumper Guards			D
	1	Miscellaneous Patrol Unit Accessories			D

		Front Bumper Guards			D
	1	Miscellaneous Patrol Unit Accessories			D
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47					
CITY MANAGER	3	DATE			

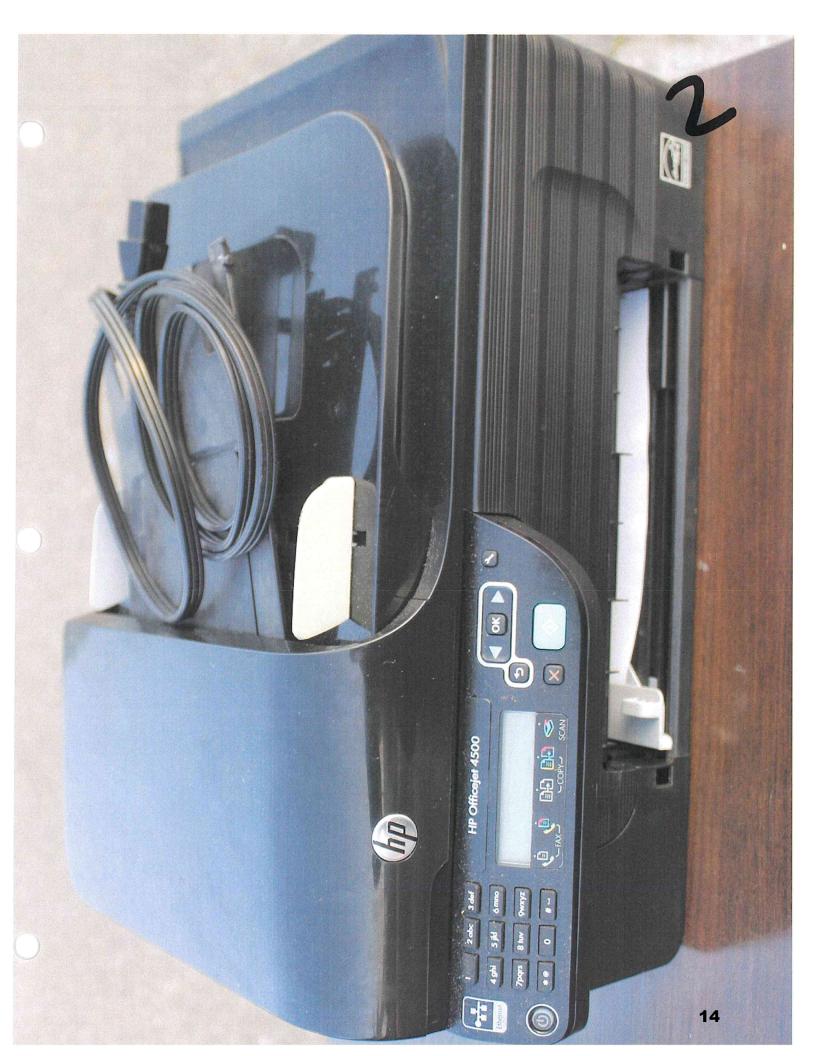
# Inventory List for Auction

1)	Genuine Joe Water Machina plus 2x5 gallon jugs	
2)	HP Office Jet 4500	Serial #CN16JF20MF
3)	HP Laser Jet Pro MFP M225dn	Serial #cnb9jct9xs
4)	HP Laser Jet 1020	Serial #CNB0904958
5)	Projector Screen	None
6)	HP Officejet Pro L7590	Serial #MY89B250MT
7)	Dual Sided Color P430i	Serial #88J120800043
8)	Brother DCP-8085DN	Serial #U62270D2J185899
9)	Black Rifle Case (Plastic)	None
10)	3x White Board	None
11)	AND Weigh Scale	Serial #Sk-5000WPZ
12)	HP Laser Jet 1536dnf MFP	VNB3H25324
13)	Print Matic Juvenile Finger Prints	None
14)	Color Laser Jet Pro MFP M177fn	Tag #5098
15)	Laser Intelli Fax 2840	Serial #U63274H3J467332
16)	2x HP Keyboards	None
17)	1x Logitech Keyboard	None
18)	1x IBM Keyboard	None
19)	4x Micro Soft Keyboard	None
20)	7x Dell Keyboard	None
21)	2x Impress Motorola Adaptive Chargers	Serial #NNTN7072B
22)	1x Brother Connectable P-Touch	Serial #U63941L8Z726650
23)	11x Polycom Landline Phones	None
24)	1x IWATSU Landline Phone	None
25)	1x Yealink Landline Phone	None
26)	9x APC Backups	None
27)	5x Pairs of Harmon/Kardon Speakers	None
28)	Miscellaneous Box wires/cameras	None
29)	3x Front Bumper Guards	None
30)	3x Prisoner Clear Dividers	None
31)	Miscellaneous Patrol Unit Accessories	None



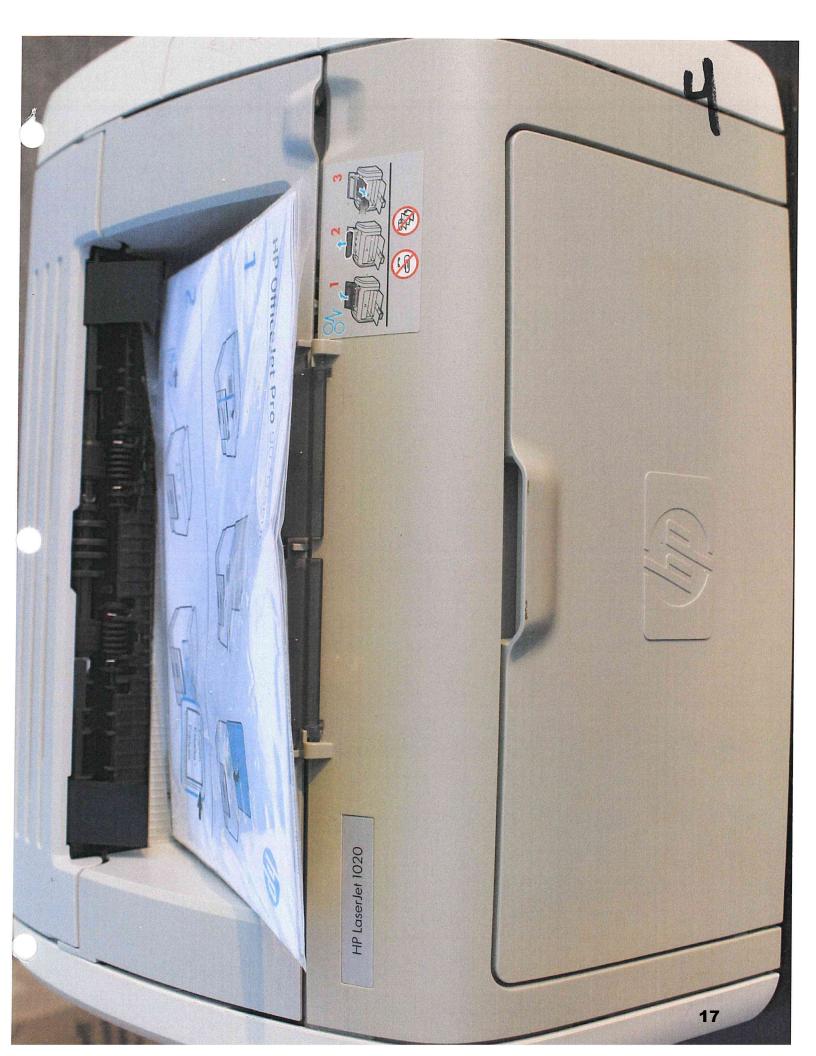




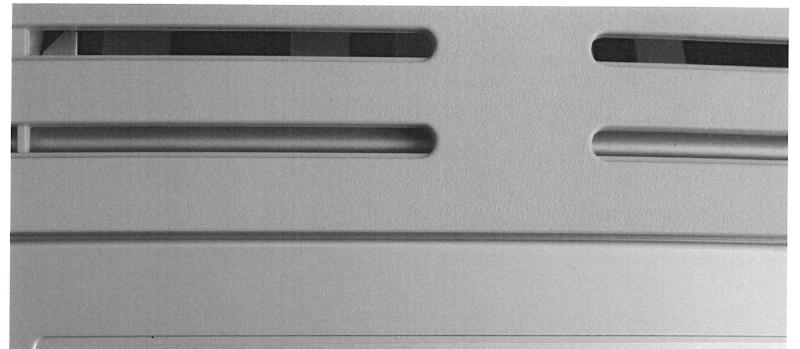












HEWLETT PACKARD 11311 CHINDEN BLVD BOISE, IDAHO 83714

Numéro du produit Product No. Q5911A

Numéro de Série

Serial No. CNB0904958



**Product of China** Produit de Chine

中國製造

Numéro réglementaire du modéle Regulatory Model Number:

BOISB - 0207 - 00

110-127V ~ AC 50/60 Hz, 3.5A (3,5A)

Fabriqué le July, 2007

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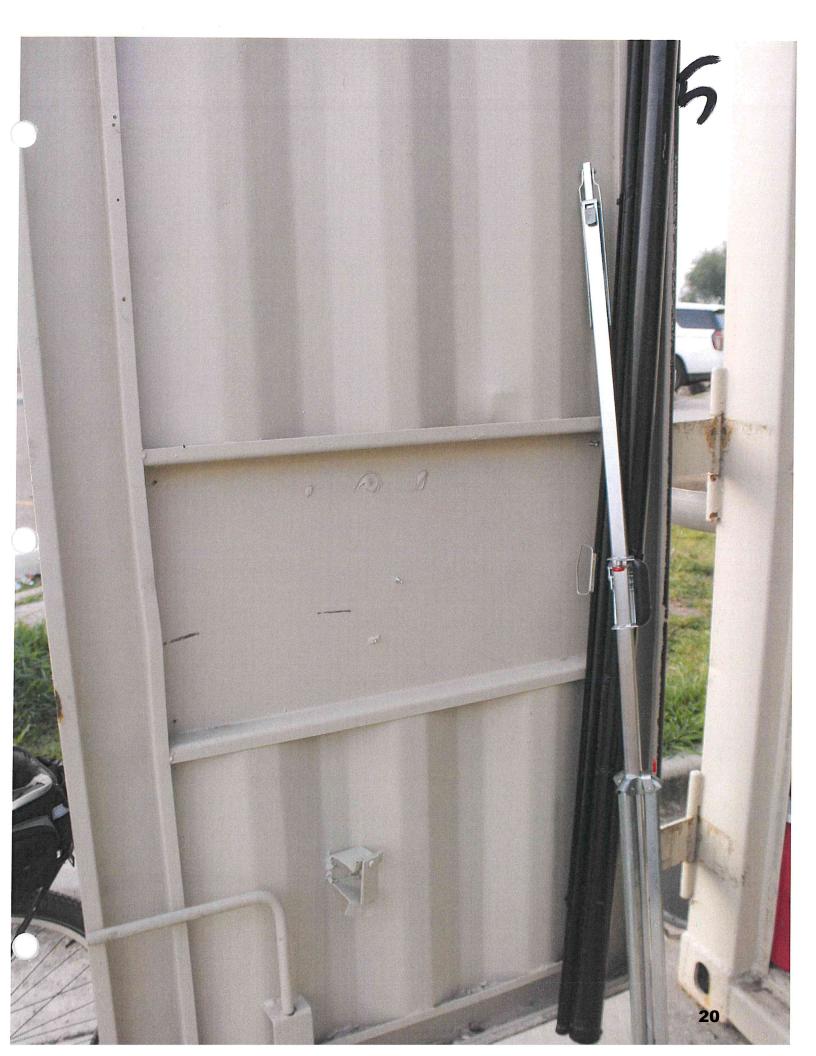
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Complies with th EMC Class B rec

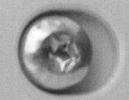
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Site: ZS1











Pats. (others pending)

6,109,801 6,408,151

6,285,845 6,448,991 5,528,277

7,137,000



Part Number: P4301 - 0000A - ID0



Card Printer Solutions

Zebra Technologies Corporation

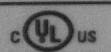
Model: P430i

Mfg Date: 02/21/2012

Serial No: 88J120800043

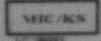


Input Power: 110-230 VAC ~; 1.4-0.8A; 50-60 Hz



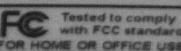
TE 1705









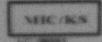




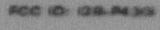




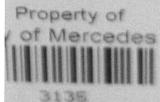








SERVICE OF STREET





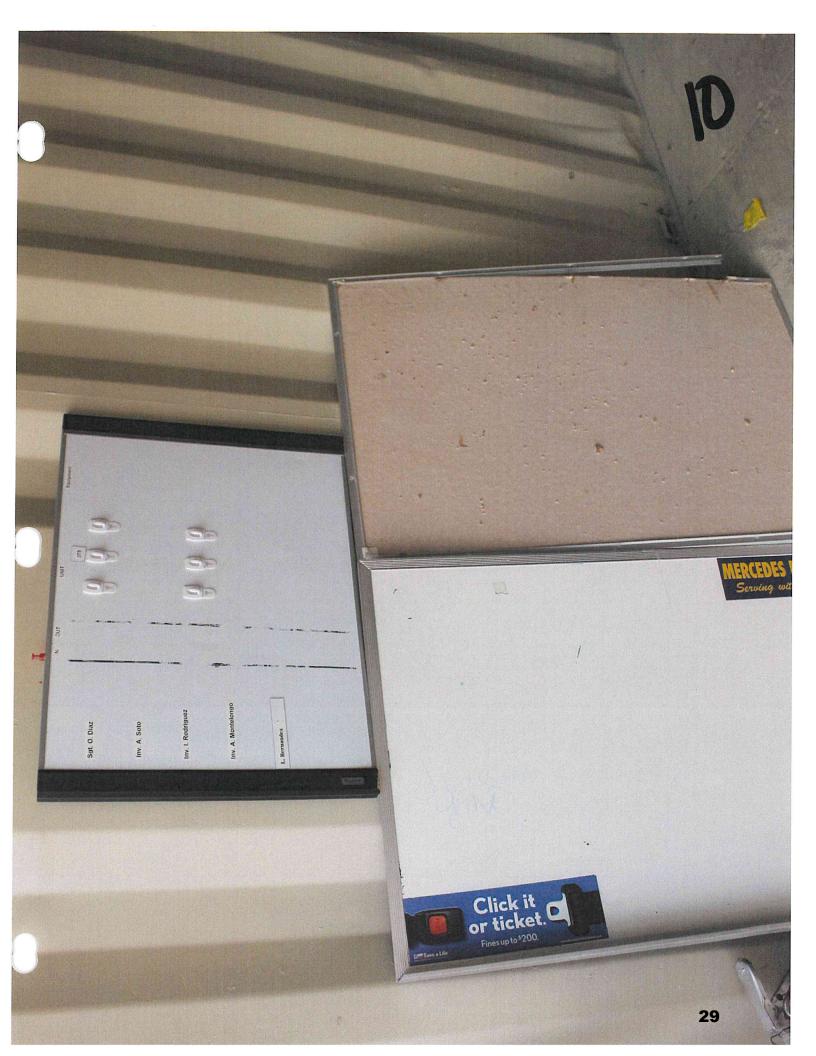










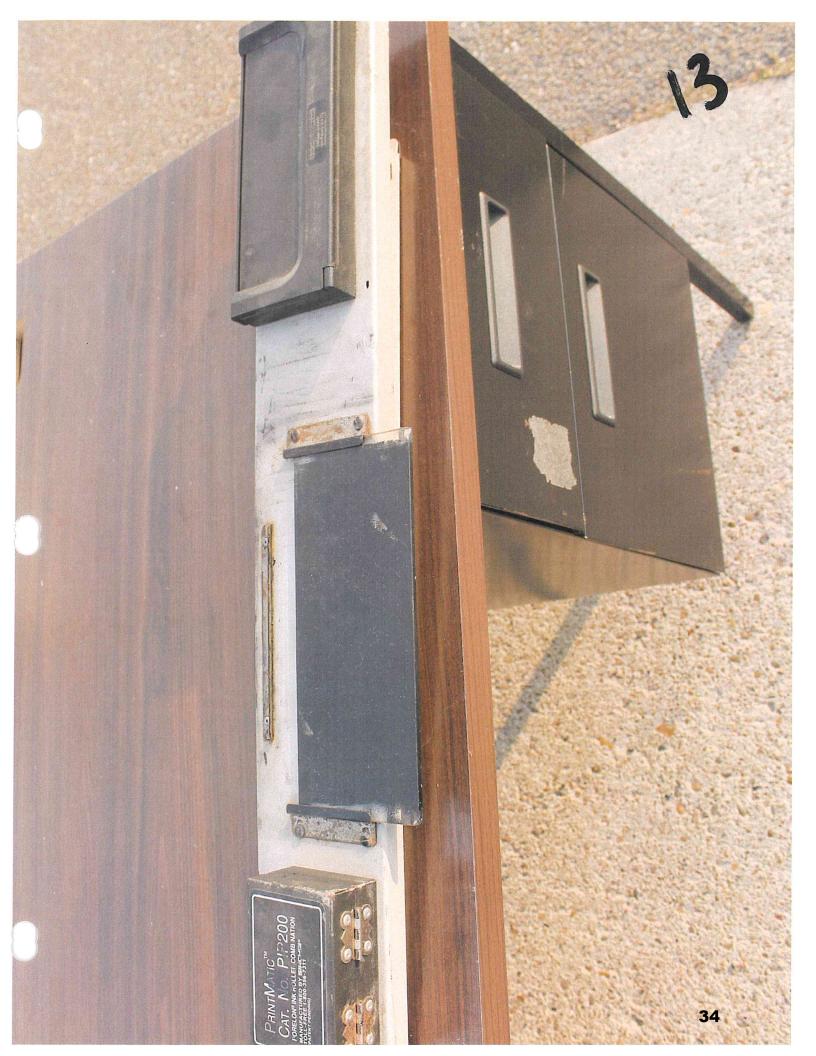




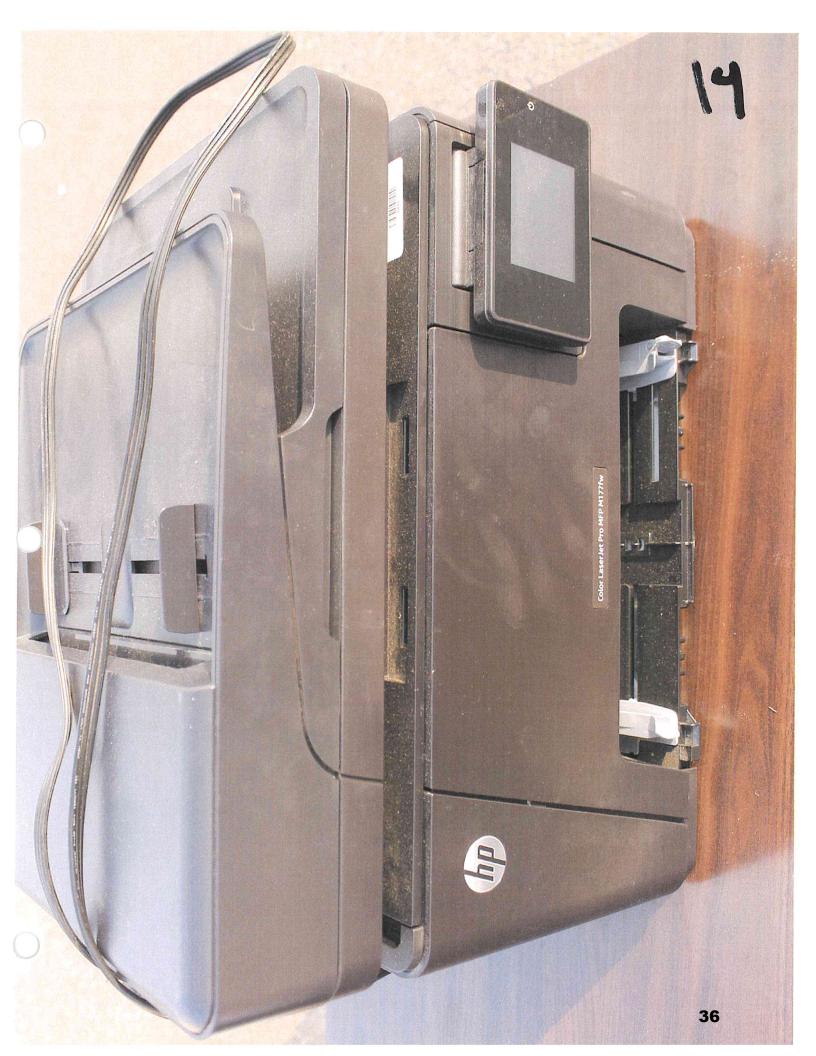


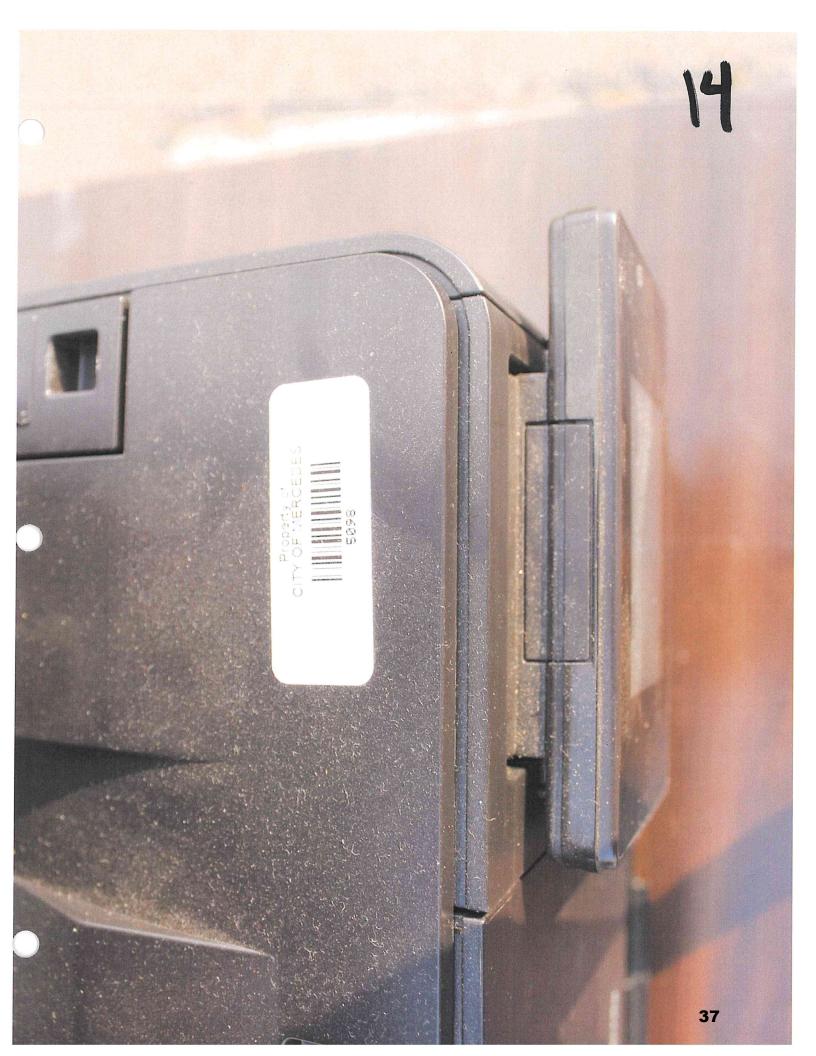


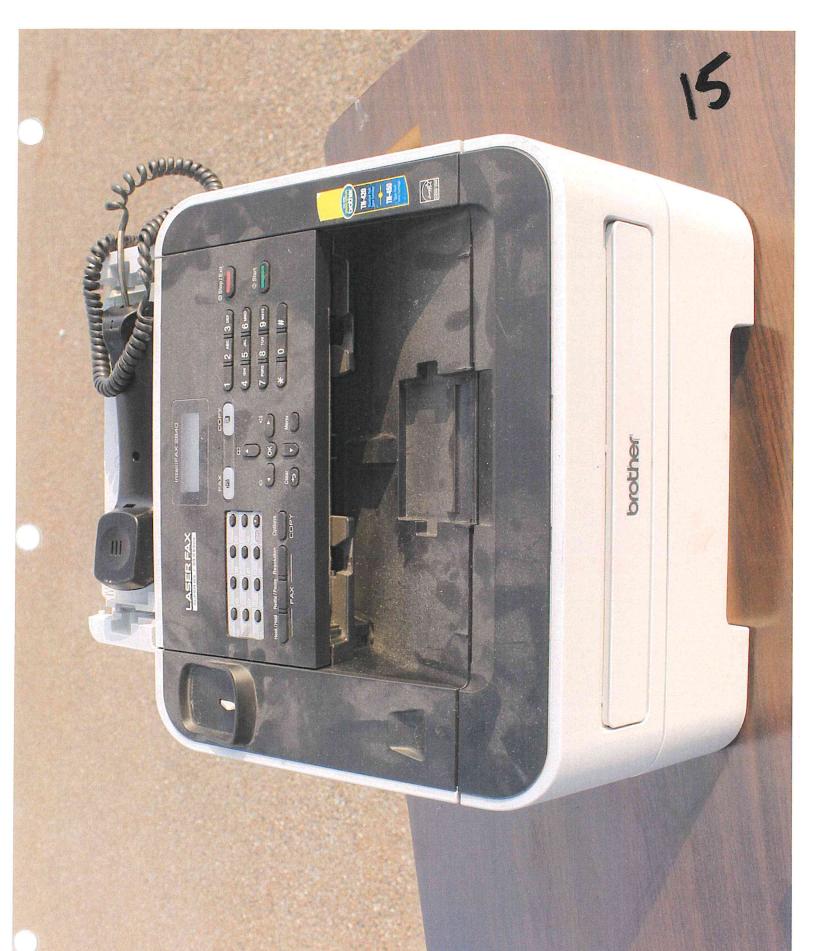




# PRINTING PIPE ON PORELON OF TOLL-FREE 1-800-356-7311 (PATENT PENDING)







LASER FAX

IntelliFAX 2840

Hook/Hold Redial/Pause Resolution Options

Clear Menu

7 PORS 8 TUV 9 WXYZ

5 JKL 6 MNO

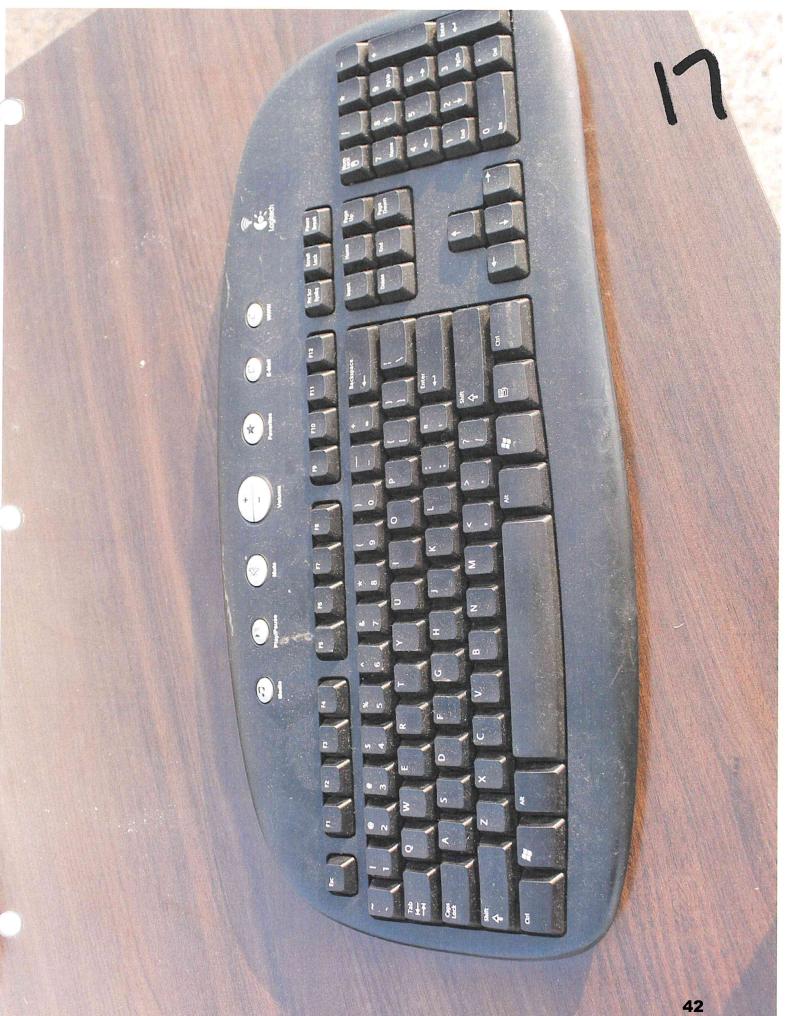
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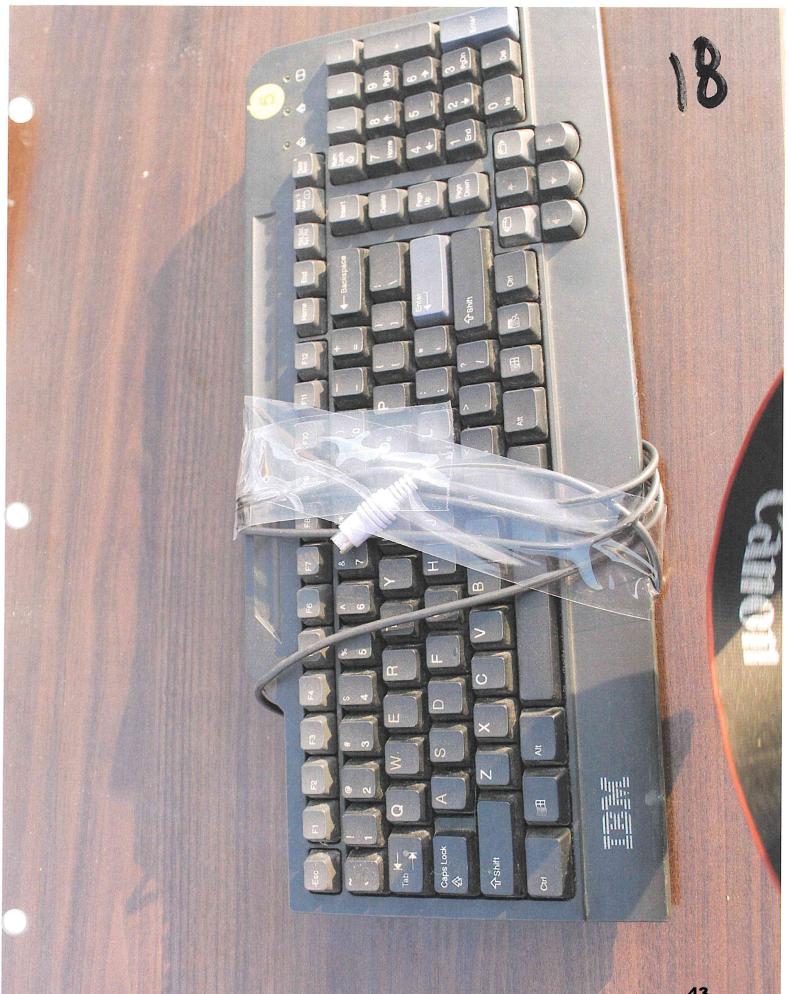
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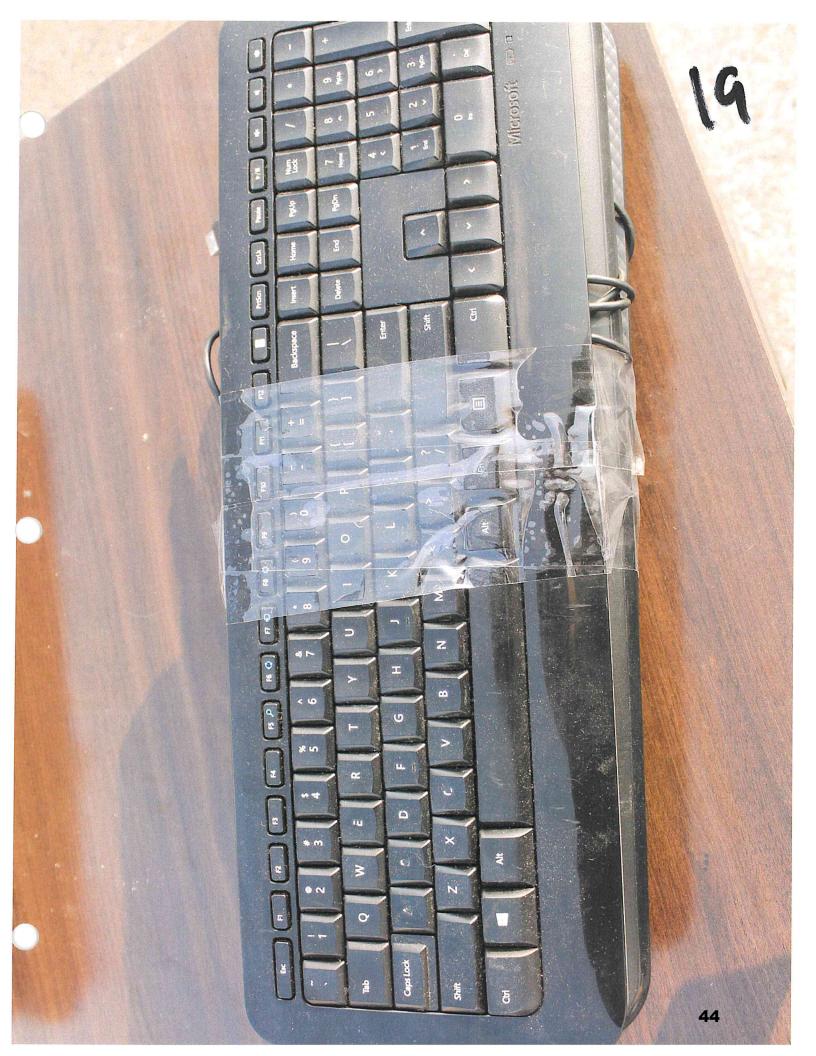
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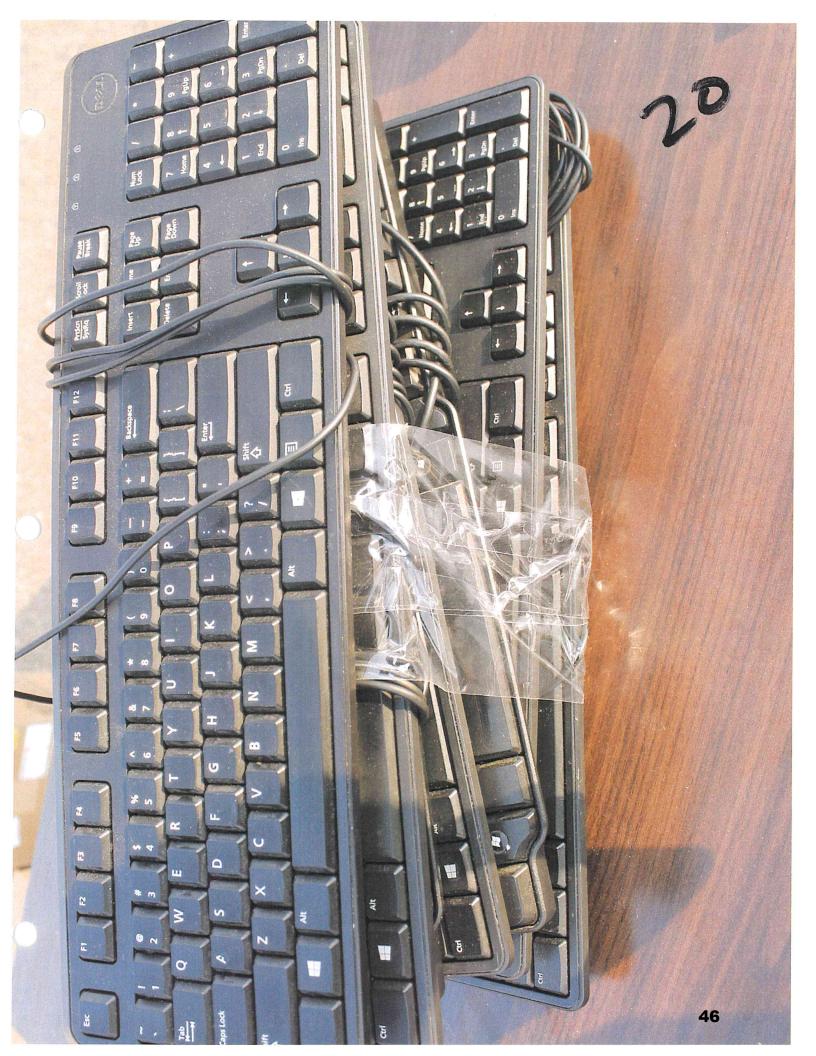


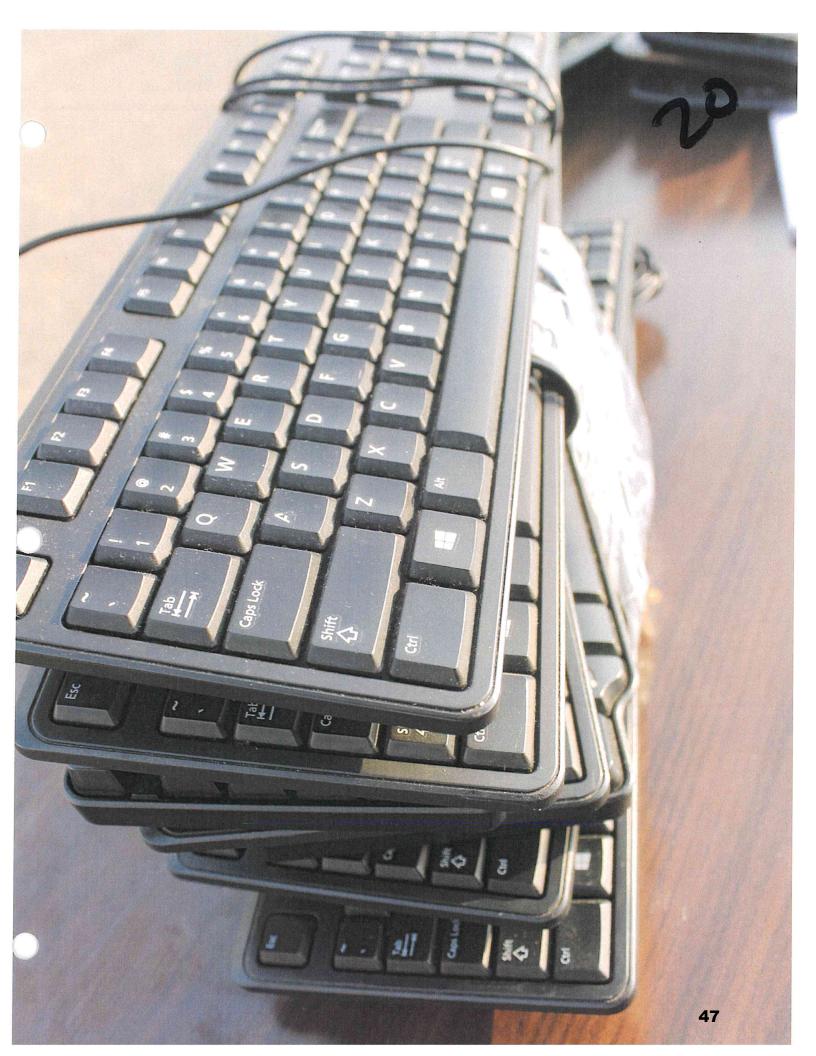






















## ATTENTION COUNTY MODEL PT-D600

Vicht am Schriftband ziehen! Verwenden Sie nur das original Brother-Netzteil

rek niet aan de tape, dit kan de cassette beschadigen.

von tirare il nastro; può danneggiare le cassette. Vilizzare esclusivamente adattatori AC per P-touch.

Não puxe a fita. Isso pode danificar a cassete. Use somente adaptadores AC concebidos exclusivamente para P-Touch.

SER. NO. / N° de série U63941L8Z726650

LW3031001 (A) >PSK

To not pull on the tape. This may damage the tape cassettes, is e only AC adapter designed exclusively for P-touch.

Ve tirez pas sur le rouleau; vous risqueriez d'endommager la cassette. Vutilisez que l'adaptateur CA conçu exclusivement pour le P-touch.

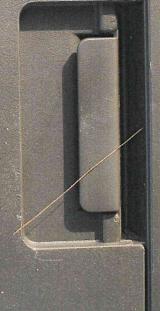
aebruik uitsluitend de adapter welke exclusief is ontworpen voor de P-touch.

Jse sólo Adaptadores de Corriente diseñados para P-touch. lo tire de la Cinta. Esto podría dañar la cassete.

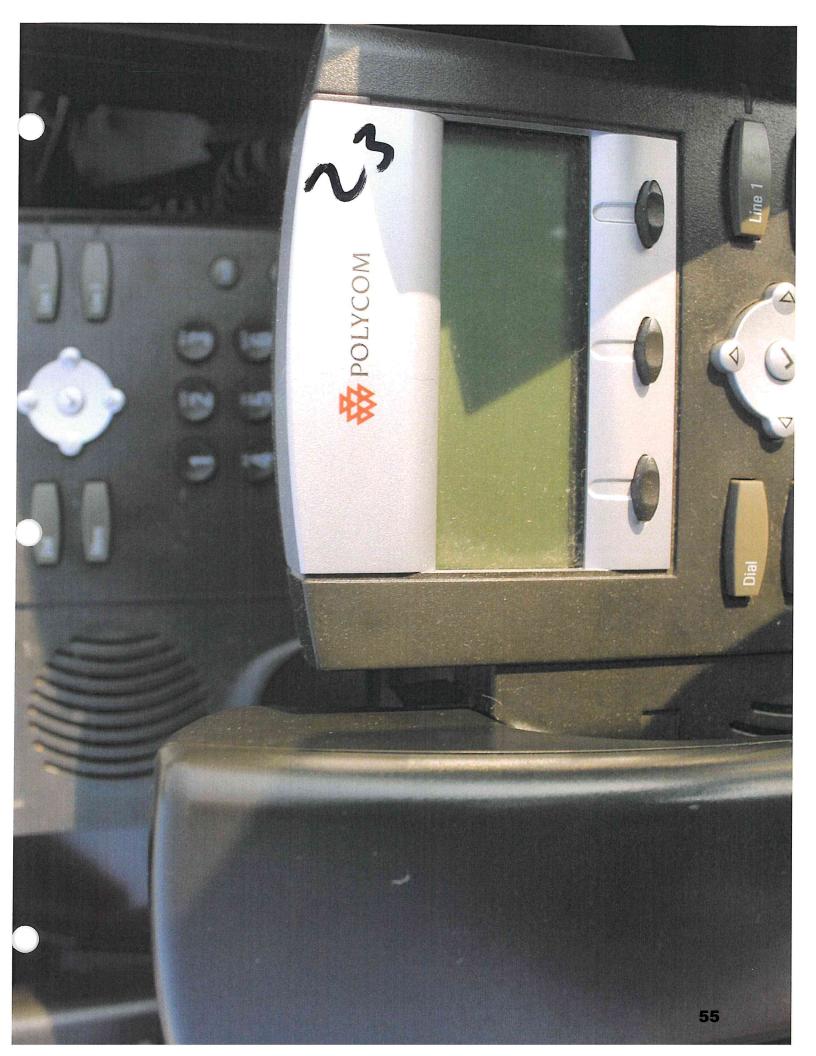
CANICES-3(B) / NMB-3(B)

BATTERY 1.5Vx6 9W (AA ALKALINE LR6 / NEMH HR6).

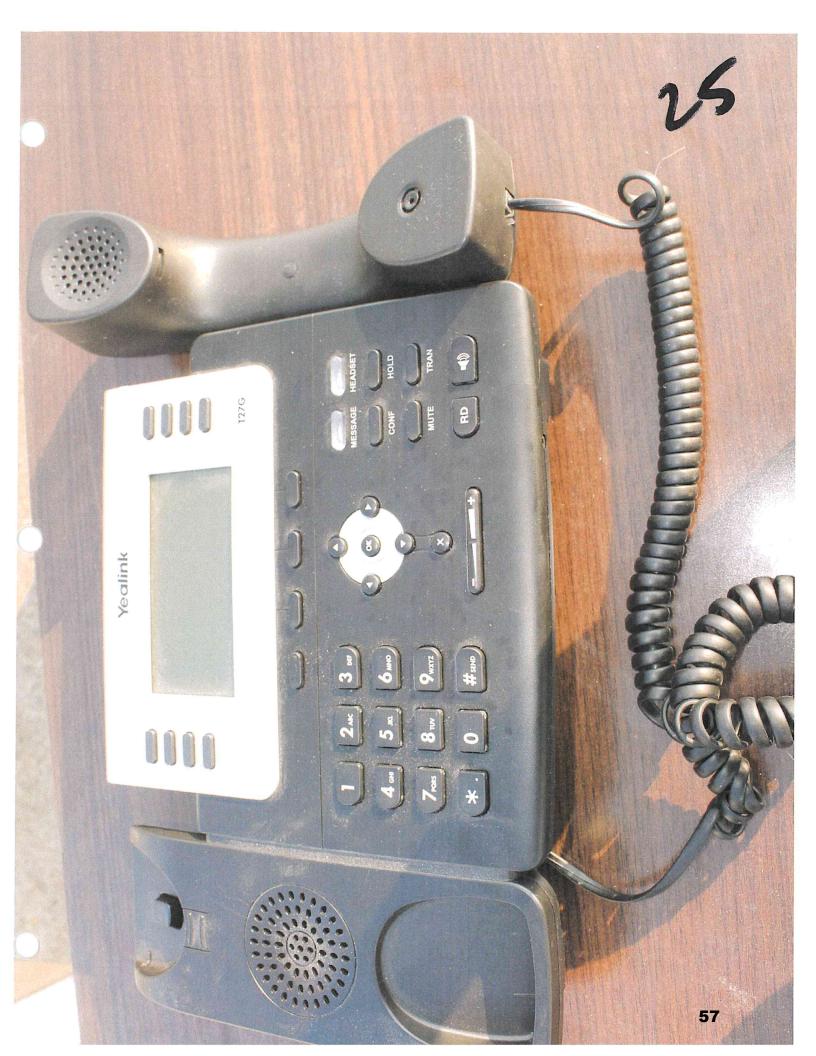
MADE IN CHINA / FABRIQUÉ EN CHINE BROTHER INDUSTRIES, LTD.



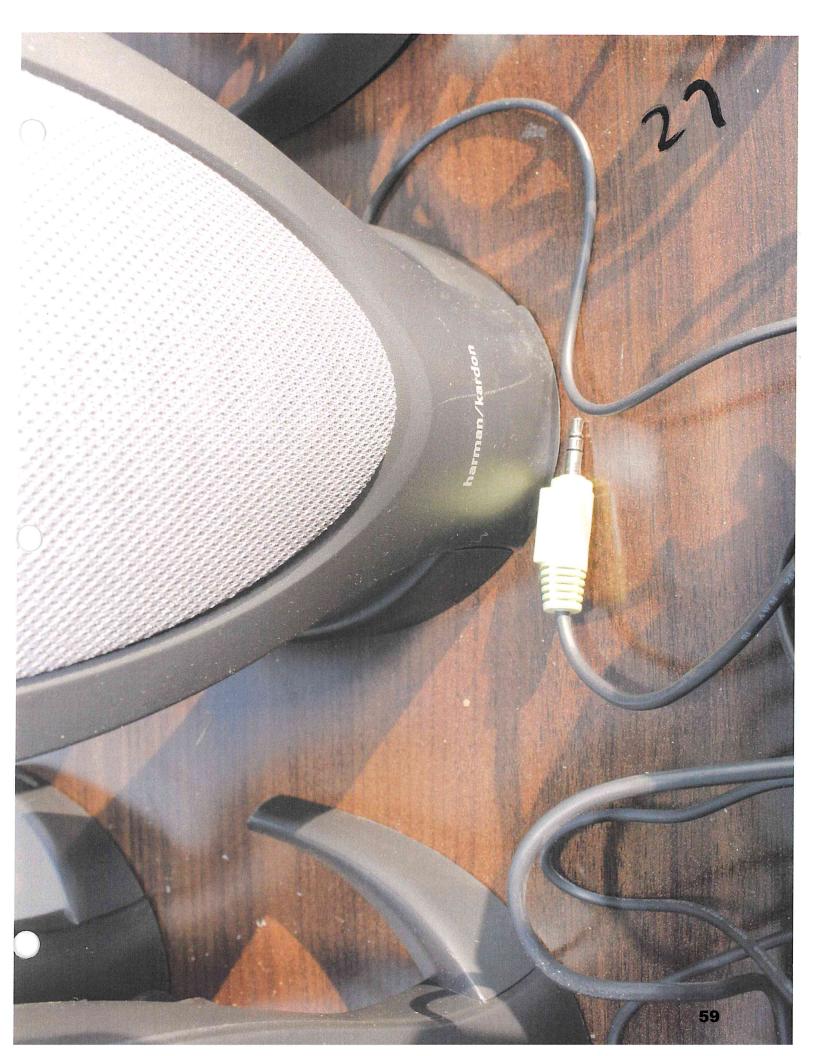






















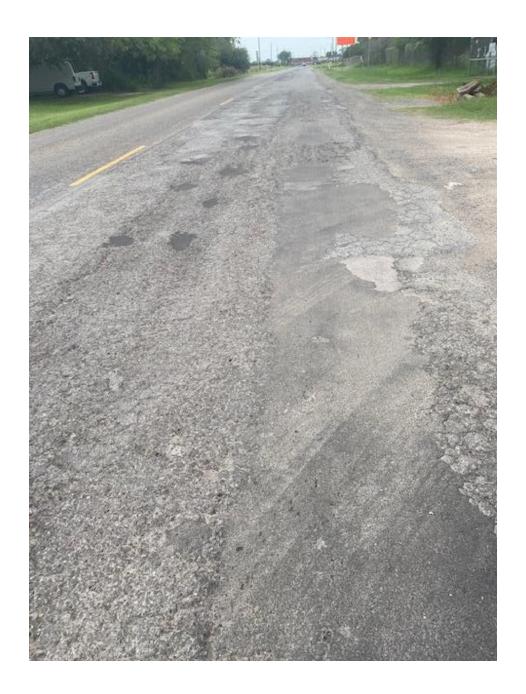
### Agenda Item Request

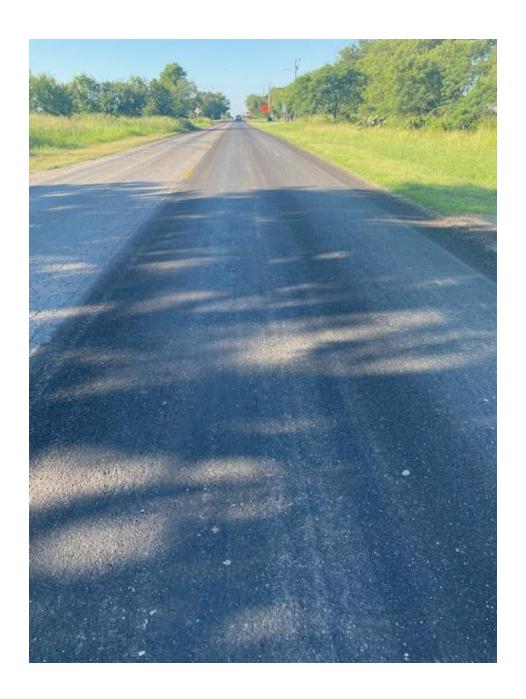
Deadline for submission: Wednesday at 2 o'clock on the week prior to the Council Meeting. Requestor Name: \_\_\_\_\_ Co-Requestor: \_\_\_\_\_ Telephone No. (for clarifications) Meeting Date: Agenda Topic: Request (please be specific) Yes \_\_\_\_ No \_\_\_\_ Attachments: Notes such as changes to meeting dates, cancelation of request, etc. (Please Initial)

Signature

Co-signature







STATE OF TEXAS

COUNTY OF HIDALGO §

### INTERLOCAL COOPERATION AGREEMENT BETWEEN THE COUNTY OF HIDALGO AND CITY OF MERCEDES, TEXAS CONCERNING CERTAIN IMPROVEMENTS TO MILE 1 EAST ROAD FROM BUSINESS 83 TO MILE 8 NORTH ROAD (PHASE II AND PHASE III)

THIS agreement is made on this the \_\_\_\_day of \_\_\_\_\_ 2023 by and between the CITY OF MERCEDES,TEXAS, (hereinafter referred to as the "City") and the COUNTY OF HIDALGO, Texas (hereinafter referred to as the "County"), pursuant to the provisions of the Texas Interlocal Cooperation Act (the "Act"), Chapter 791 et seq., Texas Government Code, as follows:

### WITNESSETH:

**WHEREAS**, the City is a municipality defined as a "Local Government" under the Act, and a political subdivision organized under the laws of the State of Texas, within the boundary of Hidalgo County, Texas; and

WHEREAS, the County is defined as a "Local Government" under the Act, and a political subdivision organized under the laws of the State of Texas; and

**WHEREAS,** City and County entered into an Interlocal Cooperation Agreement on or about September 21, 2021 regarding road improvements Mile 1 East Road, which is superseded by the execution of this Interlocal Cooperation Agreement;

**WHEREAS**, the City and County desire to cooperate in making needed transportation improvements to Mile 1 East Road from Business 83 to Mile 8 North Road as outlined in **Exhibit A** (the "Project"); and

WHEREAS, the City and County, each pursuant to its statutory and constitutional authority, are responsible for maintenance and improvements to certain public roadways within their boundaries; and

**WHEREAS,** the County finds the Project of Mile 1 East Road from Business 83 to Mile 8 North Road is a major public thoroughfare that serves as a connecting link of the County road system and such improvements and reconstruction are in the public interest of the City and County; and

**WHEREAS,** the City and County agree it is essential to develop this very important corridor, which is in much need of improvements, specifically in need of improved drainage and reconstruction for increased safety; and

WHEREAS, the City and County are authorized to enter into this Agreement pursuant to the Act, which authorizes local governments to contract with each other and with agencies of the state, to perform governmental functions and services under the terms of the Act; and pursuant to Section 251.012 of the Texas Transportation Code which authorizes counties to improve roadways

within the limits of a City with the City's consent; and

WHEREAS, the City has completed Phase I of the Project; and

**WHEREAS**, the CITY and COUNTY now desire to cooperate in making needed Phase II and Phase III transportation improvements to the road as outlined in **Exhibit B** attached hereto and incorporated for all purposes;

**WHEREAS**, the City has secured funds toward the Construction and Right-of Way costs of this project through the Rio Grande Valley Metropolitan Planning Organization (RGVMPO) and TXDOT.

**NOW, THEREFORE,** County and City, in consideration of the mutual covenants expressed hereinafter, agree to enter into this agreement as follows:

- 1. Parties agree that the County will be the fiduciary agent for this project and assume the role of project development lead.
- 2. The City agrees that County will assume the role of project sponsor to develop Phase II and Phase III of the Road within the limits of the City.
- 3. The County agrees to complete Phase II and Phase III of the project development as detailed below and more particularly described in **Exhibit B**.
  - Phase II:
    - o Development of plans, specifications and estimate (PS&E) for roadway as well as drainage outfalls.
    - o Outfall Right-of-Way (ROW) map completion.
    - o Roadway and outfall ROW acquisition as well as compensable utility adjustment services.
    - o Coordination and execution of needed agreements with the Railroad.
    - o City and County share of ROW and compensable utilities costs for roadway and drainage outfalls costs.
    - Phase III:
      - o City and County local share for roadway and drainage outfall costs.
      - o Railroad related construction costs.
      - o Local share of City and County construction inspection and material testing costs.
      - o Preliminary engineering direct state costs for state review and oversight.
      - o Construction management costs.
- 4. The total Phase II project development cost is estimated to be \$3,312,776. The County will contribute an estimated amount of \$1,656,388 as outlined in **Exhibit B**. The City shall pay County as its contribution for Phase II, \$1,656,388 as follows:
  - \$552,129.33 due on October 1, 2023

- \$552,129.33 due on June 1, 2024
- \$552,129.34 due on December 1, 2024
- 5. The total Phase III project development cost is estimated to be \$706,474. The County will contribute an estimated amount of \$353,237 as outlined in **Exhibit B.** The City shall pay County as its contribution for Phase III, \$353,237 due on October 1, 2025.
- 6. Any actual costs in excess of the estimated project development cost (attached to this Agreement as Exhibit B) shall be shared by City and County equally. Any amount that is not utilized in Phase II or Phase III shall be reimbursed back to City and County equally.
- 7. This Agreement replaces and supersedes any and all prior agreements between County and City with respect to the Road and/or Project.
- 8. Each party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to the portion of the work under this Agreement performed by each party.
- 9. **Term.** The term of this Agreement shall be from the effective date of this Agreement to the date indicated herein or when Phase II and Phase III of the Project are completed or as otherwise agreed to by the parties.
- 10. **Termination.** Either party may terminate this Agreement with or without cause upon thirty (30) days written notice to other.
- 11. **Liability Insurance.** Each entity will carry sufficient liability insurance at the statutorily required limits, pursuant to the Texas Tort Claims Act.
- 12. **Nature of Relationship.** Nothing contained in this Agreement shall be deemed or constructed to create the relationship of principal and agent or that of partnership or joint venture or any association between the Parties, and any intention to create a joint venture or partnership relationship between the Parties hereto is hereby expressly disclaimed. No provision contained in this agreement, nor any acts of the Parties hereto shall be deemed to create any relationship between City and County other that what is specifically described within the agreement. The County of Hidalgo shall maintain exclusive control, direction and management of its own employees, and the City of Mercedes shall have no rights with respect thereto, except for the right to enforce covenants of the Agreement as set forth herein.
- 13. Indemnification. To the extent permitted under the Constitution and laws of the State of Texas, the CITY agrees to indemnify and hold harmless and defend COUNTY, its agents, employees and officers from and against any claim, loss, damage, liability and expense, including reasonable attorney's fees, incurred or suffered by it, by reason of any and all claims, demands or causes of action asserted or that may be asserted, against any or all of the above named parties, whether alleging intentional or

negligent acts or omissions, and whether seeking compensatory or punitive damages, and involving, arising out of, or in any manner related to this agreement.

- 14. **Immunities.** It is expressly understood and agreed that, in the execution of this agreement, neither the City nor County waive, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercising of governmental powers and functions.
- 15. Conflict of Applicable Law: Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of their Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of the Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.
- 16. **No Waiver**: No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding of succeeding breach of the same or any other provision hereof.
- 17. **Entire Agreement**: This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agreement or representative) and representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the CITY and County, and not otherwise.
- 18. **TEXAS LAW TO APPLY**: THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH 'THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATION OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.
- 19. **Notice**: Except as maybe otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to City: City of Mercedes

Attention: Hon. Oscar Montoya, Mayor

400 S. Ohio Ave.

Mercedes, Texas 78570

If to County: Hidalgo County, Texas

Attention: Hon. Richard F. Cortez, County Judge 100 E Cano St., Second Floor Edinburg, Texas 78539

With copy to: Hon. David Fuentes, Commissioner Pct. #1

1902 Joe Stephens Weslaco, Texas 78596

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee, or, if mailed, at such time as it is deposited in the United States mail.

- 20. **Additional Documents**: The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this agreement.
- 21. **Successors**. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
- 22. **Assignment**: This Agreement shall not be assignable.
- 23. **Headings**. The headings and captions contained in this Agreement are solely for the convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.
- 24. **Gender and Number**. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and as often as may be appropriate.
- 25. **Non-Discrimination**. The Agreement and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law or County and City policy, including without limitation race, color, national origin, religion, sex, age, veteran status, disability or any other category protected under law.
- 26. **Governmental Purpose**. Each party hereto is entering into the agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.
- 27. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County agrees, however, to use reasonable efforts to secure

funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County. Agreements for the acquisition, including lease of real or personal property under Tex. Loc. Govt. Code §271.903: In the event that, during any term hereof, the Commissioner's Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company, County agrees, however, to use a best efforts attempt to obtain and appropriate funds for payment of the Agreement. The parties intend this provision, if applicable, to be a continuing right to terminate this at the expiration of each budget period of County in accordance with Tex. Loc. Govt. Code §271.903 (Vernon Supp. 1996).

- 28. **Governing Provisions.** Parties shall comply with all applicable laws and regulations. A non-exclusive list of regulations commonly applicable to Federal and State grants and equipment can be found in the new 2 CFR 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements.
- 29. **Legal Construction/Severability**. In case any one or more of the provisions contained in this Agreement will for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision thereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- 30. **Prior Agreements**. This Agreement supersedes and terminates all previous Interlocal Agreement(s) between the parties hereto concerning the subject matter hereof, except for any Interlocal Agreement dated prior to this Agreement to the extent work is being performed under said Agreement at the time of executing this Agreement. Once ongoing work under any such previous Interlocal Agreement(s) is completed and payment is remitted such previous Interlocal agreement shall terminate at such time.
- 31. **Authority to Execute**. The execution and performance of this Agreement by the City and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the City and County in accordance with its terms

(Signature page to follow)

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above. APPROVED BY COMMISSIONERS' COURT ON Month 00, 2023. Agenda Item No. \_\_\_\_\_ Executive Office: \_\_\_\_\_ **CITY OF MERCEDES: COUNTY OF HIDALGO:** Hon. Richard F. Cortez, County Judge Hon. Oscar Montoya, Mayor **ATTEST:** ATTEST: Arturo Guajardo, Jr., County Clerk Joselynn Castillo, City Secretary APPROVED AS TO FORM Office of the Criminal District Attorney, Toribio "Terry" Palacios

Michelle Lopez, Assistant District Attorney

STATE OF TEXAS § § § COUNTY OF HIDALGO

### **APPROVAL OF** INTERLOCAL COOPERATION AGREEMENT **PROJECT**

In accordance with Texas Government Codand through the Hidalgo County Commissioners C regarding certain road improvements to Mile 1 E Road, a section which is in part within the city lijurisdiction through an Interlocal Cooperation Ag Mercedes, Texas, and Hidalgo County.	ast Road from Business 83 to Mile 8 North mits of Mercedes and in part within County
By vote on 2023, the Hidalgo C Project identified above.	ounty Commissioners Court has approved the
	BY: Richard F. Cortez, County Judge
ATTEST:	
Arturo Guajardo, Jr., County Clerk	
APPROVED AS TO FORM Office of the Criminal District Attorney, Toribio "Terry" Palacios	
Michelle Lopez, Assistant District Attorney	