



Mayor Oscar D. Montoya  
Mayor Pro-Tem Joe Martinez  
Commissioner Leonel Benavidez

Commissioner Jacob Howell  
Commissioner Jose M. Gomez  
City Manager Alberto Perez

MERCEDES CITY COMMISSION  
REGULAR MEETING  
DECEMBER 21, 2021 – 6:30 P.M.  
MERCEDDES CITY HALL – COMMISSION CHAMBERS  
400 S. OHIO AVE., MERCEDDES, 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:**

- A.) Approval of Minutes for Meeting(s) held September 14, 2021, September 21, 2021, and October 5, 2021.
- B.) Second and Final Reading of Ordinance 2021-16 to rezone Mercedes Memorial Cemetery AN IRR TR-E240.85' – W435.85' – N427.46' Lot 1 3.33AC GR3.22AC Net from Class “B” Two Family Residence to Class “B” Business District.

7.) **City Manager Comments**

- A.) Report on Covid-19 memorial committee members and scheduled actions (Benavidez/Gomez) B.) Report on Street Repairs for public awareness of schedule and projections. (Benavidez/Gomez) C.) Report on Vacancies in all departments (Benavidez/Gomez)

8.) **Action Item(s):**

- A.) Discussion and Possible Action to appoint or reappoint members for the DCM Board. (DCM Director)
- B.) Discussion and Possible Action to proceed with #PlantWildflowers grant application (Library Director)
- C.) Discussion and Possible Action to approve Dr. Hector P. Garcia Memorial Library to register the City of Mercedes with the Front Door CyberGrants organization. (Library Director)
- D.) Discussion and Possible Action to direct City Manager to reach out to the Outlet Mall for consideration in setting up electric vehicle (EV) recharging stations (I.E. Tesla Charging Stations). (Howell/Martinez)
- E.) Discussion and Possible Action to direct City Manager to coordinate with Waste Connections to setup a location for the recycling of Christmas Trees. (Howell/Martinez)
- F.) Discussion and Possible Action to direct City Manager to work with our School Superintendent to develop Programs and Practices to Prevent School Violence. (Howell/Martinez)
- G.) Discussion and Possible Action as per City Charter Section 3.03 (City Manager Designate, Section 3.04 appoint administrative officers, Subject to approval by City Commission. Assistant City Manager. (Gomez/Benavidez)
- H.) Discussion and Possible Action as per City Charter Section 3.03 (City Manager Designate, Section 3.04 appoint administrative officers, Subject to approval by City Commission. Police Chief Appointment. (New PD Chief). (Gomez/Benavidez)
- I.) Discussion and Possible Action on potential needs identified in Police Department and Public Works. (Benavidez/Gomez)
- J.) Discussion and Possible Action to create policy and procedures pertaining City Attorney duties and responsibilities. (Benavidez/Gomez)

**9.) Bids/Contracts:**

- A.) Discussion and Possible Action on the Bi-Annual Interlocal Agreement 2022-2024, between the Rio Grande Valley 9-1-1 and the City of Mercedes, Police Department for 9-1-1 Services.
- B.) Discussion and Possible Action on Approval of Memorandum of Understanding for Digital Navigator between Dr. Hector P. Garcia Memorial Library and Texas State Library and Archives Commission (TSLAC). (Library Director)

**10.) Department Monthly Reports**

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

- A.) Discussion and Possible Action regarding duties and responsibilities of the City Manager with regards to the Police Department – Texas Gov't Code 551.074 – Personnel Matters (Benavidez/Gomez)
- B.) Discussion and Possible Action on duties and responsibilities of the City Manager with regards ongoing reporting issues needing to be addressed to follow the Mercedes City Charter 3.04 "Powers and Duties of the City Manager" – Texas Gov't Code 551.074 – Personnel Matters (Benavidez/Gomez)
- C.) Discussion and Possible Action regarding duties and responsibilities of the City Attorney (Benavidez/Gomez)


**12.) Open Session:** Discussion and Possible action on items discussed in executive session A, B, and C.

**13.) Adjournment**

Notice is hereby given that the City Commissioners of the City of Mercedes, Texas will meet in a **Regular Meeting** on Tuesday, December 21, 2021 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 17<sup>TH</sup> DAY OF DECEMBER, 2021.

ATTEST:



Joselynn Castillo, City Secretary  
Time of Posting: 4:20 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.



Item 6A

**MERCEDES CITY COMMISSION  
SPECIAL MEETING  
SEPTEMBER 14, 2021 – 6:30 P.M.  
MERCEDES CITY HALL – COMMISSION CHAMBERS**

<b>MEMBERS PRESENT:</b>	Oscar D Montoya	Mayor
	Joe Martinez	Mayor Pro-Tem
	Leonel Benavidez	Commissioner
	Jacob Howell	Commissioner
	Jose M. Gomez	Commissioner
<b>STAFF PRESENT:</b>	Alberto Perez	City Manager
	Martie Garcia-Vela	City Attorney
	Joselynn Castillo	City Secretary
	Kristine Longoria	City Secretary Assistant
	Javier Chapa	I.T Director
	Ervin Vilchis	I.T Liaison
	Joaquin Hernandez	Public Works Director
	Nereida Perez	Finance Director
	Roy Quintanilha	Chief of Police
	Blanca Sanchez	Asst. Chief of Police
	George Diaz	Police Officer

**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**

Commissioner Howell said the invocation.

**4.) PLEDGE OF ALLEGIANCE**

Mayor Montoya led in the Pledge of Allegiance.

**5.) OPEN FORUM**

- a. Mr. Leonel Benavidez sent a message of gratitude to the first responders for attending to the fire that occurred at the Mayors home. Mr. Benavidez stated he wants this to be a message of unity and support for one another. Asked the Citizens to keep the first responders in their prayers. Mr. Benavidez stated that he requested that the facebook post be taken down.
- b. Ms. Esmer Guerrero spoke on behalf of the elderly on the tax rate and water rate. The elderly was not aware of the raise in the taxes and water bill. The elderly is not up to date with the media and are hurting the citizens. Ms. Guerrero stated that the Commission need ample time to review the budget. The Commissioners are the citizens voice and should not be stopped from speaking. The Commission need to review the contracts and look after the well-being of the citizens.
- c. Ms. Dalia Gonzalez spoke regarding the City budget. Ms. Gonzalez stated that she is tired of hitting potholes and the loans (CO's) will help the city. The commissioners that vote against the people also voted to go with the highest bidders for a couple of contracts. Ms. Gonzalez stated that Capisallo Terrace needs help and citizens have lost their belongings several times due to flooding and lack of sewer services.

**6.) ITEMS ON THE REGULAR AGENDA**

No one signed up to speak on an agenda item.

**7.) SECOND AND FINAL READING OF ORDINANCE NO. 2021-11 ADOPTING THE 2021 TAX RATE.**

Mayor Montoya read the Tax rate Ordinance for all the citizens attending. Mayor Pro-Tem Martinez motion to approve the second reading. Commissioner Howell seconded the motion. Upon a called vote, the motion passed with Commissioner Benavidez and Commissioner Gomez voting against. Commissioner Benavidez stated that the Commission did not have the dialog of the 1, 2, or 3 cents increase. Commissioner Howell stated that this is a tough decision, but there are many issues that need to be addressed to fix the issues with roads, drainage and infrastructure. Commissioner Gomez addressed the tax payers. The budget could not be balanced because there were more expenditures than revenues. Commissioner Gomez stated that if personnel or other items need to be cut then that's what the City needs to do. He stated they need to be stewards to the Citizens. Mayor Pro-Tem Martinez stated that the sewer plant is sniffing city funds. He stated that this issue was brought up years ago and now the City is in the current predicament. Mayor Pro-Tem Martinez stated he is ready for any repercussions but he wants the city to have the money to fix the issues. Mayor Montoya stated that he was thinking of the poor that cannot pay for a tire repair. The Mayor stated that he whole heartedly is thinking of the poorest of the poor.

**8.) SECOND AND FINAL READING OF ORDINANCE NO. 2021-12 ADOPTING THE BUDGET FOR FISCAL YEAR 2021-2022.**

Ms. Esmer Guerrero asked if the City will be getting help from the County on the drainage issues. Mayor Montoya stated that the monies everyone is talking about is for the Drainage district. Mayor Pro-Tem Martinez motioned to approve. Commissioner Howell seconded. Upon a called vote, the motion passed with Commissioner Benavidez and Gomez voted against.

**9.) SECOND AND FINAL READING OF ORDINANCE NO. 2021-13 ADOPTING THE WATER AND SEWER RATES FOR 2021.**

Mayor Montoya read the Ordinance to the public. Commissioner Howell motioned to approve. Mayor Pro-Tem Martinez seconded the motion. Commissioner Benavidez stated he wants a balanced approach on financial decisions on projects. The City is going to get things done but does not agree on how things will be done. Commissioner Howell stated he is in favor but may need to make adjustments in the future. The water and sewer fund is costing the city and the utility fund should be sustaining itself. Mayor Pro-Tem Martinez asked if the City will be having the water rate study at which Mr. Perez stated it has been posted and will present it to the Commission after the bids are received. Commissioner Gomez stated that the Utility fund is its own fund and should sustain itself. Upon a called vote, the motion passed with Commission Gomez and Benavidez voting against.

**10.)DISCUSSION AND POSSIBLE ACTION TO DIRECT CITY MANAGER/FINANCE DIRECTOR TO SET A DELTA VARIANT (COVID-19) FINANCIAL OPERATIONS PLAN IN PLACE TO OFF-SET CORE CITY INFLATION AND REVENUE LOSSES.  
\*OPERATION DV PLAN.**

Commissioner Howell presented to the Commission a chart pursuing Big Box Retail stores. The COVID-19 virus has affected the City's revenues and want to offset the city revenue losses. Commissioner Howell states that continuing to push for stores to come to Mercedes in case the city gets in a financial bind due to the COVID-19 Delta Variant. Operation DV (Delta Virus) plan in place. Commissioner Howell motion to move forward with the DV plan. Mayor Pro-Tem



Martinez seconded the motion. Commissioner Howell stated this is to put a plan in place in case we are hit with another COVID rise that impacts the economy. He added that he would like a cost analysis for the City to see how much we could lose if the City is impacted again. Commissioner Benavidez stated he would like to be involved with the analysis. Upon a called vote, the motion passed unanimously.

Mayor Montoya thanked the Mercedes Fire Department and Police Department for assisting him on his house fire. Thanked La Feria, Weslaco, Pharr FD for helping combat the fire. He thanked and is extremely appreciative of the Citizens of Mercedes for defending his family, the support for his family. Mayor Montoya thanked his son for staying calm in the face of danger and carrying his mother out in the wheel chair and his father. Thanked Alyssa De Leon for her bravery and running into the burning home.

Commissioner Benavidez stated he would like staff to maintain the areas by the inlets.

#### **11.)ADJOURNMENT**

Commissioner Benavidez motion to adjourn. Commissioner Howell seconded the motion. Upon a called vote, the motion passed unanimously. The meeting adjourned at 7:22 p.m.

**MERCEDES CITY COMMISSION  
REGULAR MEETING  
SEPTEMBER 21, 2021 – 6:30 P.M.  
MERCEDES CITY HALL – COMMISSION CHAMBERS**

<b>MEMBERS PRESENT:</b>	Oscar D Montoya Joe Martinez Leonel Benavidez Jacob Howell Jose M. Gomez	Mayor Mayor Pro-Tem Commissioner Commissioner Commissioner
<b>STAFF PRESENT:</b>	Alberto Perez Martie Garcia-Vela Joselynn Castillo Ervin Vilchis Joaquin Hernandez Nereida Perez Roy Quintanilha Marisol Vidales Richard Morin George Diaz Axel Vallejo	City Manager City Attorney City Secretary I.T Liaison Public Works Director Finance Director Chief of Police Library Director Recreation Director Police Officer City Manager Assistant

**1.) CALL MEETING TO ORDER**

Mayor called meeting to order at 6:30 pm.

**2.) ESTABLISH QUORUM**

All members of the commission were present.

**3.) INVOCATION**

Commissioner Gomez said the invocation.

**4.) PLEDGE OF ALLEGIANCE**

Commissioner Benavidez led in the Pledge of Allegiance.

**5.) OPEN FORUM**

- a. Ms. Dalia Pena addressed issues with regard to Historical Preservation Commission. Ms. Pena stated that she was informed that Ms. Molina was appointed and Ms. Pena and Mr. Martinez were alternates. She stated that changes were made to disqualify Ms. Molina and herself Ms. Pena. She added that Ms. Pena stated she was part a committee before and she is here to make a difference in the community.
- b. Ms. Yolanda Molina addressed the Commission by giving a brief background of her life. Ms. Molina is concerned about the City of Mercedes, she stated that she wishes that the Commission can see things a little different. The Commission was voted by the Community and added she wants to serve this community. She stated that she got to serve in a world congress.
- c. Ms. Velda Garcia addressed the Commission regarding sidewalks. Ms. Garcia would like to get people together to help clean the curbs and gutters. Mile 2 ½ east does not have sidewalks and there is brush on the side of the road but there is no water line. She stated she would like a sign stating no dumping.
- d. Mr. Vernon Hoover addressed the Commission by stating that being in leadership is making hard decisions. The ones that voted to improve the streets and drainage, he would like to say that those that voted for it can face the people time after time. For those that voted against can stand and explain their decision. Mr. Hoover stated that he was sent to valley Baptist, the ambulance turned and hit a pothole that is still there today, the EMT

was trying to put an IV in his arm and he added he is grateful that EMS staff took care of him.

- e. Ms. Esmer Guerrero expressed her concern about the bond money. In 2018, David Fuentes did a presentation regarding drainage and sewage. Mr. Fuentes stated that they received \$180 Mil and the city would get \$80 Mil but now the project is going to be worked on in 2022. The Commission was voted to help the City and need to get to work. Ms. Guerrero stated shame on the Commission for doing what they did to the two lady's that want to serve on the Historical Preservation Commission.

**6.) ITEMS ON THE REGULAR AGENDA**

- a. No one signed up.

**7.) PRESENTATIONS**

**A.) PRESENTATION ON THE RAILROAD CROSSING ON MILE 1 ½ EAST, UPDATE ON THE MAINTENANCE OF DITCHES AND INLETS, STATUS UPDATE ON STREET POTHOLE, STREET IMPROVEMENTS, AND STREET EQUIPMENT.**

Mr. Perez stated that this item was brought by Commissioners Martinez, Howell and Benavidez. Mr. Joaquin Hernandez presented to the Commission the conditions of the Railroad Crossing on Mile 1 ½ East. The City had to push the Railroad Commission to work on this part of the crossing. This is \$35,000. The previous commission pushed for this and Commissioner Benavidez met with the City manager when he started on this project and that is why the ditches and drainage was placed on the agenda many times to continue bringing it up. There was a map of the ditches, the blue lines are by the drainage district, the magenta is the irrigation district. Commissioner Benavidez stated the City Commission approved interlocal agreements for the maintenance of the ditches. Commissioner Benavidez stated if the City does not have the interlocal in place, then we will not get paid for cleaning it. Mr. Hernandez provided a map of the alley cleaning and curb scraping. The City is targeting the high traffic area. Mr. Hernandez stated the list of streets they have cleaned the alleys and curb scraping. The curb scraping is done with the backhoe and staff is putting round-up. Mayor Pro-Tem Martinez would like staff to be consistent with the curb scraping and cleaning of the inlets to always be prepared for hurricane season. Commissioner Howell stated there is a plan in place with the CIP and CAP and school initiative. Mayor Montoya stated that an interlocal agreement is great but the city will need to use their employees and equipment to maintain those areas that belong to the drainage or irrigation or county and will be taking the staff away from potholes. City will need to haul away trees, trash, sludge and mud in buggies which the city does not have. Commissioner Benavidez stated that the interlocal is for a 10 foot perimeter for that specific inlet to maintain and clean that inlet that belong to district 9 and irrigation district (outfalls). The paver will be purchased but will need an additional \$15000 which will come from the new fiscal year and will be ordered in October. The width of the paver is 12 ft and it adjusts from 5 ft to 12 ft wide. Mayor Pro-Tem Martinez asked what the process is regarding issue calls for Public Works. Mr. Perez stated that there is a work order process and it provides a log. There was discussion regarding 311 process and the Mayor encouraged citizens to use the 311 system. Mayor Pro-Tem Martinez would like staff to call the customer back and ask for their experience. Commissioner Benavidez would like the city to publish the work orders that Public Works is doing through the 311 report. Commissioner Gomez stated that this should already be in place and the City Manager should have the customer service in place.

**8.) CONSENT AGENDA:**

**A.) APPROVAL OF BUDGET AMENDMENT FOR THE MERCEDES POLICE DEPARTMENT VEHICLES.**

**B.) APPROVAL OF ITEMS FOR SURPLUS FOR AUCTION.**

**C.) ACCEPTANCE OF THE GRANT AWARD OF \$442,612 FOR THE UNITED STATES DEPARTMENT OF THE INTERIOR, BUREAU OF RECLAMATION FUNDING**



**OPPORTUNITY NO. BOR-DO-20-F003 – WATERSMART DROUGHT RESPONSE PROGRAM: NEW WATER WELL FOR DROUGHT RESILIENCY.**

**D.) DISCUSSION AND POSSIBLE ACTION ON THE PROPOSED MOU WITH THE HIDALGO COUNTY SHERIFF'S OFFICE FOR OFFICER TRAINING.**

**Item 8C.** – Mr. Isaac Huacuja stated that the city was selected and \$442,612 was approved for the project and is for the new water well. Mr. Huacuja stated that having an additional water well decreases usage on the amount of water from the canal. The funding pays for 50% of the project and the City would need to put in 50%. The fund is a matching fund dollar for dollar and can be paid with the Certificates of Obligation. Mayor Montoya stated that this is needed during a time of drought. Commissioner Howell made a motion to approve item 8C. The application was submitted on August 2020 for drought resiliency. The only source of water other than ground water is surface water comes from the irrigation canal. The current water well is not enough and can only provide about 30 to 40% of the demand. Cost of treatment is reduced by having a water well. The current water well is about 25 years. The existing well is closer to the end of its lifespan. This is a nationwide grant that was awarded to the City of Mercedes. Commissioner Benavidez seconded. Upon a called vote, the motion passed unanimously. This may not affect this year's fiscal budget.

**Item 8A.** – Chief Quintanilha stated the budget amendment is for the vehicles to be repaired. Commissioner Benavidez made a motion to approve. Mayor Pro-Tem Martinez seconded. Upon a called vote, the motion passed unanimously.

**Item 8D.** - The MOU is with the Sheriff's office to train officers and all TCOLE hours will be accounted for. There is no cost to the city and the training will be free. Commissioner Benavidez motion to approve. Commissioner Howell seconded. Mayor Montoya abstained due to him working in the Sheriff's Office and falls under his department but will not be involved. Upon a called vote, the motion passed, 4 to 1 passed unanimously.

**Item 8B** - Mr. Joaquin Hernandez had items that are needing surplus. Commissioner Howell motion to approve. Commissioner Gomez stated that the form does not have a date of purchase. Mayor Pro-Tem Martinez seconded. Upon a called vote, the motion passed and Commissioner Gomez voted against.

**9.) CITY MANAGER COMMENTS:**

**A.) UPDATE ON CITY PROJECTS**

**B.) STATUS ON PROCESS TO DETERMINE COSTS ASSOCIATED WITH BOTH THE WATER AND WASTE WATER TREATMENT PLANTS AND ASSOCIATED COMPONENTS.**

A.) Mr. Perez updated the Commission on the current city projects which included the water rate study, outlet mall update, printer contract, railroad crossing, water leak at FM 491, manhole repair and curb scraping, alley cleaning and pot holes.

B.) Commissioner Gomez spoke to USW and asked for an assessment of the needs for the whole facility. Commissioner Gomez stated lift station No. 10 needs to be assessed. \$54 Mil is the amount of needs for the water and waste water. Commissioner Gomez wants to know what the \$54 Mil is going to cover. Commissioner Benavidez wants accountability. Commissioner Howell stated that the Commission is committed to doing things right.

**10.) ORDINANCE/RESOLUTIONS:**

**A.) DISCUSSION AND POSSIBLE ACTION ON RESOLUTION 2021-27 REGARDING A GLOBAL OPIOID SETTLEMENT.**

Mr. Perez stated that the state of Texas and the attorney general negotiated on behalf of the cities and came to a settlement. The City will need to decide if we would like to be part of it or are in favor. Commissioner Howell stated that the city can be awarded some monies from this settlement. Commissioner Howell made a motion to approve. Commissioner Benavidez seconded. Upon a called vote, the motion passed unanimously.

**B.) DISCUSSION AND POSSIBLE ACTION ON RESOLUTION 2021-28 FOR THE PREPARATION AND SUBMISSION OF THE APPLICATION FOR FUNDING THE PROPOSED WATER RESERVOIR UNDR FUNDING OPPORTUNITY NO. R22AS00020 – WATERSMART DROUGHT RESPONSE PROGRAM; DROUGHT RESILIENCY PROJECTS FOR FY2022.**

Mr. Huacuja addressed the Commission that this is the same funding opportunity from 2020. This is for a water reservoir and can pursue up to \$2 mil. The application requires that the city adopt a resolution approving the application. The application is due October 5, 2021. This is for storage location of raw water for droughts if something happens to the surface water. Commissioner Howell asked is this could be used for land acquisition. Mr. Huacuja stated that the fund is for anything that is related to drought response. Acquiring land may be done. Commissioner Benavidez made a motion to approved. Commissioner Howell seconded. This can be paid in 3 to 4 years. Upon a called vote, the motion passed unanimously.

**11.) ACTION ITEM(S):**

**A.) DISCUSSION AND POSSIBLE ACTION ON SPONSORSHIP REQUEST FOR 2021 FIESTA DEL RIO BY SOTR FOR \$12,500.**

Commissioner Benavidez stated that there should be a process in place for an entity to place an item on the agenda. Mr. Saldana addressed the Commission requesting sponsorship and are expecting 100 teams for a BBQ cookoff. Commissioner Benavidez asked if this event is replacing Smoking on the Rio. He stated no that smoking on the rio is a different event and will continue. The average team is 5 members with each family bringing their family. There was discussion regarding where the funding will be from if from hotel/motel funds. Commissioner Howell made a motion to approve using hotel/motel funds. Mayor Pro-Tem Martinez seconded. Commissioner Gomez stated that the streets needs fixing and would prefer the funding to be used for potholes. Upon a called vote, the motion passed with Commissioner Gomez voted against.

**B.) PREVIOUSLY TABLED: DISCUSSION AND ACTION TO APPOINT MEMBERS TO THE MERCEDES HISTORIC PERSERVATION COMMISSION.**

Ms. Vidales stated she spoke to Ms. Molina and Ms. Pena. Ms. Vidales stated that there is one member that meets the criteria. Commissioner Benavidez made a motion to untable. Commissioner Howell seconded. Upon a called vote, the motion passed unanimously. The bylaws include a list of requirements for the members to be on the board. Mr. Ayala is an architect, Ms. White is a real estate broker, Mr. Martinez is an owner of a historical site. The current members are willing to step down into the alternate positions for the qualified members to be on the board. Mayor Pro-Tem Martinez asked what is needed to change the bylaws. Ms. Vidales stated that the bylaws went to the Texas historical commission and the members need to be there to apply and become a certified entity which will allow for the city to apply for grants that are not currently available. Mayor Pro-Tem Martinez made a motion to accept Mr. Ayala, Mr. White, and Mr. Martinez and then come back and revisit the alternates. Commissioner Benavidez seconded the motion. Commissioner Benavidez stated he would like Ms. Molina and Mr. Serna to be alternates. Commissioner Gomez wants to do right by the citizens that want to volunteer for the committees. Ms. Vidales stated she contacted them to see if they met any of the criteria and would go back to the Commission to see who will be appointed. There was discussion on the bylaws and appointment. Commissioner Benavidez rescinded his second. Commissioner Howell seconded the motion by Mayor Pro-Tem Martinez. Upon a called vote, the motion passed. Commissioner Benavidez and Commissioner Gomez voted against.

**C.) DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE THE CITY MANAGER TO GO OUT FOR RFQ/RFP'S FOR PROFESSIONAL SERVICES FOR THE ABATEMENT OF ASBESTOS, MOLD AND LEAD IN THE POLICE DEPARTMENT BUILDING.**

Mr. Perez stated this is for the process to remove the asbestos, mold and lead. Mayor Pro-Tem Martinez made a motion to approve. Commissioner Benavidez seconded. Commissioner Gomez has an issue with the wording of the item because its giving the city manager more authority. Upon a called vote, the motion passed unanimously. This item is only to go out for RFP's.

**D.) DISCUSSION AND POSSIBLE ACTION TO DIRECT CITY MANAGER TO WORK WITH PARKS AND RECREATION AND LEGAL ON DEVELOPING/ MAINTAINING A SCHEDULE FOR ALL CITY PARKS, LIMIT USE OF CITY FIELDS, AND ENSURING THE CITY IS ABSOLVED OF ALL LIABILITY.**

There is only an agreement with a 501-C organization and requested a schedule in case there are other individuals interested in using their fields. Mayor Pro-Tem Martinez would like the City to consider the 501-C. When going into for profit is where the issue will be. The 501-C leagues are not for profit and all the money goes back to the kids. The pony league raises money for the kids but the fields are in bad condition and the city should not allow the leagues for profit. Mayor Montoya stated that there are other leagues like adult leagues and soccer leagues and added that the City should be scheduled by staff. He stated that the city can consider it at a later time because there could be revenues. Commissioner Howell would like to table this item for more information and a proposal. The city can charge the leagues that are for profit. Mayor Pro-Tem Martinez made a motion to move forward and develop a plan and will not affect the current league. Commissioner Howell seconded. Commissioner Benavidez was made aware that there are coaches that have coached 4 or 5 years and only use the fields for a limited amount of times. It was stated that other leagues cannot take priority over local. Upon a called vote, the motion passed unanimously.

**12.)BIDS/CONTRACTS:**

**A.) DISCUSSION AND POSSIBLE ACTION TO APPROVE DIRECTING CITY MANAGER AND LEGAL TO CONTRACT TERRACON TO PERFORM PROFESSIONAL SERVICES INVOLVING THE POLICE DEPARTMENT BUILDING.**

Terracon has been involved and are aware of the issues with the PD Building. They can help specify the requirements and make sure the federal laws are complied with and will help with the process. Mayor Pro-Tem Martinez made a motion to approve. Commissioner Benavidez seconded. Upon a called vote, the motion passed unanimously.

**B.) DISCUSSION AND POSSIBLE ACTION ON INTERLOCAL AGREEMENT BETWEEN HIDALGO COUNTY PRECINCT 1 AND THE CITY OF MERCEDES FOR MILE 1 EAST PROJECT.**

Mr. Perez stated there is activity on the Mile 1 east project. The Commission voted for the county to take over the project. There was opportunity for additional funding of \$500k. Commissioner Howell made a motion to approve. Mayor Pro-Tem Martinez seconded. Commissioner Benavidez stated the city cost is \$4 mil but will be done in phases and within the phases there will be funding through grants. Upon a called vote, the motion passed unanimously.

**13.)MONTHLY DEPARTMENT REPORTS**

Provided in the packet for review.

Mayor Montoya called the meeting into executive session at 9:09 pm.

**14.)EXECUTIVE SESSION**

**A.) DISCUSSION REGARDING PROJECT TRAVEL CENTER – PERFORMANCE AGREEMENT BETWEEN DCM AND ARADI HOLDINGS, LLC FOR REIMBURSEMENT OF INVESTMENT FOR CAPTIAL INFRASTRUCTURE WITHIN CITY OF MERCEDES TIRZ NO. 1 PURSUANT TO TEXAS GOV'T CODE 551.087 ECONOMIC DEVELOPMENT.**



**B.) DISCUSSION REGARDING PROJECT TRAVEL CENTER TENANT PURSUANT TO TEXAS GOV'T CODE 551.087 ECONOMIC DEVELOPMENT**

Mayor Montoya called the meeting back to order at 9:38 P.M.

**15.) OPEN SESSION**

**A.) DISCUSSION AND POSSIBLE ACTION ON EXECUTIVE SESSION ITEM A.**

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

**B.) DISCUSSION AND POSSIBLE ACTION ON EXECUTIVE SESSION ITEM B.**

Commissioner Benavidez approved the incentive in the amount of \$250k. Mayor Pro-Tem Martinez seconded the motion. Upon a called vote, the motion passed unanimously.

**16.) FUTURE AGENDA ITEMS.**

Master Parks Plan and what would it take to have a parks and rec director.

Interlocals for the maintenance of inlets for 10 ft perimeter.

Promote Mercedes businesses.

**17.) ADJOURNMENT**

Commissioner Benavidez made a motion to adjourn. Mayor Pro-Tem Martinez seconded the motion. Upon a called vote, the motion passed unanimously. The meeting adjourned at 9:42 PM.

**MERCEDES CITY COMMISSION  
REGULAR MEETING  
OCTOBER 5, 2021 – 6:30 P.M.  
MERCEDES CITY HALL – COMMISSION CHAMBERS**

<b>MEMBERS PRESENT:</b>	Oscar D Montoya	Mayor
	Joe Martinez	Mayor Pro-Tem
	Leonel Benavidez	Commissioner
	Jacob Howell	Commissioner
	Jose M. Gomez	Commissioner
<b>STAFF PRESENT:</b>	Alberto Perez	City Manager
	Martie Garcia Vela	City Attorney
	Joselynn Castillo	City Secretary
	Marisol Vidales	Library Director
	Axel Vallejo	City Manager Secretary
	Javier Chapa	I.T Director
	Ervin Vilchis	I.T Liaison
	Joaquin Hernandez	Public Works Director
	Nereida Perez	Finance Director
	Roy Quintanilha	Chief of Police
	Blanca Sanchez	Asst. City Manager
	Richard Morin	Recreational Director

**1.) CALL MEETING TO ORDER**

Mayor Montoya 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**

Mayor Pro-Tem Martinez said the invocation.

**4.) PLEDGE OF ALLEGIANCE**

Commissioner Gomez led the Pledge of Allegiance.

**5.) OPEN FORUM-**

- Asst. Chief Blanca Sanchez addressed the commission regarding the Mercedes Police Department National Night Out on Saturday October 30, 2021 at the Outlet Mall.

**6.) CONSENT AGENDA:**

**A.) APPROVAL OF MINUTES FOR MEETING(S) HELD JULY 20 & AUGUST 3, 2021**

**B.) DISCUSSION AND POSSIBLE ACTION ON APPROVAL OF INTERLOCAL AGREEMENT FOR POLICE SERVICES WITH MERCEDES ISD.**

**C.) APPROVAL OF ITEMS FOR SURPLUS.**

- A.) Commissioner Benavidez made a motion to approve item A with correction on the August 3<sup>rd</sup> meeting. He stated that Commissioner Gomez asked legal a question which included the words pending and previous litigation. Mayor Pro-Tem Martinez seconded the motion. Upon a called vote, the motion passed unanimously.
- B.) Mayor Pro-Tem Martinez made a motion to approve item B. Commissioner Benavidez seconded the motion. Upon a called vote, the motion passed unanimously.
- C.) Commissioner Benavidez made a motion to approve item C. Commissioner Howell seconded the motion. Upon a called vote, the motion passed unanimously.

**7.) CITY MANAGER COMMENTS:**

**A.) MHA PRESENTS COVID-19 VACCINATION CLINIC FLYER B.) PERSONNEL POLICY MANUAL**

**C.) MASTER PARK PLAN D.) UPDATE ON CITY PROJECTS AND EVENTS**

A.) Mercedes Housing Authority will have a COVID-19 Vaccination Clinic.

B.) Mr. Perez stated that the personnel policy was included for review and will be placed on the

next agenda for Commission action.

- C.) Mr. Perez informed the Commission about the master park plan. He included it for Commission review and recommendations and to be brought back for approval. Mayor Pro-Tem Martinez recommends approving the Park Plan to proceed with possible funding. Mr. Perez stated there are some issues that need to be addressed. Mayor Montoya asked to also bring the Parks Board back for appointments. Mayor Pro-Tem Martinez asked that we include some ADA accessible playgrounds. Mayor Pro-Tem Martinez asked that our grants writer work on this.
- D.) Mr. Perez stated that some material has come in for potholes. There is a priority list for those streets with higher traffic. Mr. Perez stated there is a long-term plan that's in place but until the equipment comes in. Mayor Pro-Tem Martinez asked the Public Works Director for the difference between the street repairs. Mr. Hernandez stated that there are streets that need caliche prior to adding the asphalt. There are smaller potholes that need about an inch of asphalt. Commissioner Benavidez stated that he agrees with the higher traffic areas to be made priority and is advocating that the public contact the city for their concerns regarding the streets. Mayor Pro-Tem Martinez stated that the City has a 311 app and encourages the citizens to download it. Mr. Perez provided a list of the future agenda items with dates on when they are proposed to be on the agenda. Commissioner Benavidez asked for a date on the interlocal agreements.

**8.) ORDINANCE/RESOLUTIONS:**

**A.) CONSIDERATION AND ACTION TO APPROVE RESOLUTION 2021-30 DIRECTING THE MERCEDES CITY MANAGER TO EXECUTE A TIRZ AGREEMENT WITH ARADI HOLDINGS FOR THE TRAVEL CENTER PROJECT**

Commissioner Howell made a motion to approve resolution 2021-30. Mayor Pro-Tem Martinez seconded the motion. Upon a called vote, the motion passed unanimously.

**9.) ACTION ITEM(S):**

**A.) DISCUSSION AND ACTION ON AMENDMENTS TO THE BYLAWS OF THE DEVELOPMENT CORPORATION OF MERCEDES**

Ms. Ramirez stated the DCM board acted to amend the bylaws. Ms. Ramirez stated some of the significant changes to the bylaws. The sections include 3.03, 3.09, 4.01 and 4.02. Mayor Pro-Tem Martinez made a motion to approve. Commissioner Benavidez seconded. Ms. Ramirez stated that this will help maintain the integrity of the board and to help run the board effectively. Upon a called vote, the motion passed unanimously.

**B.) DISCUSSION AND POSSIBLE ACTION ON THE REAPPOINTMENT TO THE MERCEDES HOUSING AUTHORITY BOARD OF COMMISSIONERS**

Mayor Montoya stated that she instructed the Housing Authority board to maintain their appointment. No action required as this is under the Mayor's authority.

**C.) PREVIOUSLY TABLED: DISCUSSION AND POSSIBLE ACTION ON RESOLUTION NO. 2021-25 TO NOMINATE UP TO FIVE CANDIDATES FOR THE ELECTION OF BOARD OF DIRECTORS FOR THE HIDALGO COUNTY APPRAISAL DISTRICT.**

Mayor Pro-Tem Martinez made a motion to un-table. Commissioner Benavidez seconded. Upon a called vote, the motion passed unanimously. Mayor Montoya nominated Mr. Joe Olivarez for the board of directors for the Hidalgo County Appraisal District. Commissioner Howell made a motion to approve the nomination by Mayor Montoya. Commissioner Benavidez seconded. Upon a called vote, the motion passed unanimously.

**10.) BIDS/CONTRACTS:**

**A.) DISCUSSION AND POSSIBLE ACTION REGARDING THE ERO CONTRACT AMENDMENT FOR THE ESTIMATED BUDGET FOR THE COST OF WORK FOR THE POLICE DEPARTMENT BUILDING RENOVATION**

Mr. Perez stated that there was an amendment to the price for the ERO contract. Commissioner Benavidez made a motion to approve the amendment. Commissioner Howell seconded. Upon a called vote, the motion passed unanimously. It was stated that the amendment is a decrease in price.

**B.) DISCUSSION AND POSSIBLE ACTION TO ENTER INTO A LOCAL AGREEMENT BETWEEN THE CITY OF MERCEDES POLICE DEPARTMENT AND THE OFFICE OF CRIMINAL DISTRICT ATTORNEY OF HIDALGO, TEXAS, HEREINAFTER CALLED STATES ATTORNEY PURSUANT TO CHAPTER 59 OF THE TEXAS GOVERNMENT CODE OF CRIMINAL PROCEDURES**

Chief Quintanilha stated that this item is a standard agreement and is being updated. Commissioner Benavidez made



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

**12A.)** Mayor Montoya asked if the City Attorney would like to discuss item 11A to be discussed in open session. Commissioner Benavidez provided some documentation to the Commission. Commissioner Benavidez stated they interviewed Ms. Vela, Commissioner Gomez asked in the August 3, if there were any pending or previous lawsuits with Ms. Vela's firm at which Ms. Vela stated no. Commissioner Benavidez continued that there is a lawsuit that was filed in April of 2021. On August 17 in executive session Ms. Vela was asked if she worked with her brother and Ms. Vela stated that she has never worked with her brother and the lawsuit includes her and her brother, which Commissioner Benavidez is concerned with because he would like the truth. The City Attorney is to protect the City of Mercedes. Commissioner Benavidez stated that the City is in litigation with the prior City Attorney. He added that when someone lies the trust and confidence is lost. Commissioner Benavidez made a motion in the best interest in the City of Mercedes to annul the contract with the City Attorney Martie Garcia-Vela. Mayor Montoya stated he would like to remove himself from this item. Commissioner Gomez seconded the motion. Ms. Vela stated that the question was if there was anything filed against her or her law firm partners. She continued that her brother has his own company. Ms. Vela stated that she has filed a lawsuit against the ISD for breach of contract. She added that there was another lawsuit between attorneys. Mayor Pro-Tem Martinez stated that this is the second time this is on the agenda and does not want the Commission to continue if they are attacking someone which could get the City in trouble. Mayor Pro-Tem Martinez stated that the attorneys are fighting over fees and that should not be the reason to remove her from the position. Commissioner Howell stated this is targeting. Commissioner Benavidez stated that the Attorney did not review the contract for the new city attorney and was voted on with legal review and the prior attorney had corrections to the contract. Commissioner Gomez stated that the legal fees include lawsuits that the previous city attorney was charging for. He added that there is litigation with Mr. Juan Molina and that is why he is cautious with the City Attorney services. Mayor Pro-Tem Martinez stated that the Commission is not being cautious by placing this on the agenda to rescind or annul the contract. Upon a called vote, the motion failed. 2-3.

Mayor called the meeting to executive session at 7:24 pm.

**11.) EXECUTIVE SESSION: CHAPTER 551, TEXAS GOVERNMENT CODE, SECTION 551.071 (CONSULTATION WITH ATTORNEY), SECTION 551.072 (DELIBERATION REGARDING REAL PROPERTY), SECTION 551.074 (PERSONNEL MATTERS) AND SECTION 551.087 (ECONOMIC DEVELOPMENT)**

- A.) DISCUSSION AND CONSIDERATION TO RESCIND AND OR ANNUL CONTRACT FOR LEGAL SERVICES WITH MARTIE GARCIA-VELA, PC ON THE BASIS OF MISREPRESENTATION PURSUANT TO TEXAS GOV'T CODE 551.074 – PERSONNEL MATTERS**
- B.) DISCUSSION RELATING TO THE SALE OF REAL ESTATE FOR MERCEDES ORIGINAL TOWNSITE S 885.5' -E 110' BLK 2 – SECTION 551.072 – REAL PROPERTY**
- C.) DISCUSSION REGARDING PROJECT DRIVE-IN PURSUANT TO TEXAS GOV'T CODE 551.087 – ECONOMIC DEVELOPMENT**
- D.) CONSULTATION WITH ATTORNEY REGARDING PENDING MATTERS PURSUANT TO TEXAS GOV'T CODE 551.071 – PENDING LITIGATION**

Mayor called the meeting back to order at 8:28 pm.

**12.) OPEN SESSION:**

**A.) DISCUSSION AND POSSIBLE ACTION ON EXECUTIVE SESSION ITEM A.**

This item was discussed before going into executive session.

**B.) DISCUSSION AND POSSIBLE ACTION ON EXECUTIVE SESSION ITEM B.**

Commissioner Benavidez made a motion to approve as discussed in executive session and go into negotiations. Commissioner Howell seconded. Upon a called vote, the motion passed unanimously.

**C.) DISCUSSION AND POSSIBLE ACTION ON EXECUTIVE SESSION ITEM C.**

Commissioner Benavidez made a motion to approve a shared incentive between the City and DCM in the amount of \$150K. Mayor Pro-Tem Martinez seconded. Upon a called vote, the motion passed unanimously.

**D.) DISCUSSION AND POSSIBLE ACTION ON EXECUTIVE SESSION ITEM D.**

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

**13.) FUTURE AGENDA ITEMS**

- Sidewalk repairs (Mayor Pro-Tem Martinez)
- Park Hazards to bring back and take care of issues. (Commissioner Benavidez)
- City to look into land acquisition for city use or development. (Commissioner Howell)

**14.) ADJOURNMENT**

Commissioner Benavidez made a motion to adjourn. Mayor Pro-Tem Martinez seconded the motion. Upon a called vote, the motion passed unanimously. The meeting was adjourned at 8:33 P.M.

**ORDINANCE NO. 2021-\_\_\_\_\_**

**AN ORDINANCE CHANGING THE CLASSIFICATION FOR ZONING PURPOSES OF THE FOLLOWING TRACT OF LAND: MERCEDES MEMORIAL CEMETERY AN IRR TR- E240.85'-W435.85'-N427.46' LOT 1 3.33AC GR 3.22AC NET, FROM "B" TWO FAMILY RESIDENCE TO CLASS "B" BUSINESS DISTRICT; PROVIDING FOR A SAVINGS AND REPEAL CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on the 1<sup>st</sup> day of November, 2021 a public hearing was held for the purpose of hearing any objections as to why: Mercedes Memorial Cemetery AN IRR TR- E240.85'-W435.85'-N427.46' Lot 1 3.33AC GR 3.22AC Net, Mercedes, Hidalgo County, Texas, should be rezoned and classified as follows: from a Class "B" Two Family Residence to a Class "B" Business District.

**WHEREAS**, the City Commission at its Regular Meeting of December 7<sup>th</sup>, 2021, having considered the rezoning of the above-described property as listed in the foregoing section and having heard the pros and cons as to such rezoning request, is of the opinion that the aforementioned rezoning is in the best interest of the City of Mercedes, Texas.

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

**Section 1:** MERCEDES MEMORIAL CEMETERY AN IRR TR- E240.85'-W435.85'-N427.46' LOT 1 3.33AC GR 3.22AC NET, FROM "B" TWO FAMILY RESIDENCE TO "B" BUSINESS DISTRICT, Mercedes, Hidalgo County, Texas, should be rezoned and classified as follows: from a Class "B" Two Family Residence to a Class "B" Business 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 7<sup>th</sup> DAY OF DECEMBER 2021.**

**PASSED, APPROVED AND ADOPTED ON SECOND READING THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 2021.**

**CITY OF MERCEDES**



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

**ATTEST:**

**APPROVED AS TO FORM:**

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

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

Date: 12/15/2021

Agenda Items For December 21, 2021 – MERCEDES REGULAR CITY COMMISSION MEETING

Open Session:

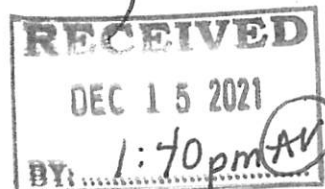
- 7A - Report on Covid-19 memorial committee members and scheduled actions.
- 7B - Report on Street Repairs for public awareness of schedule and projections.
- 7C - Report on Vacancies in all departments.

Commissioner Place 2, Leonel Benavidez

Commissioner Place 4, Jose M. Gomez

LB

Jose M. Gomez



# Memo

Item 8A



**To:** Albert Perez, City Manager  
**From:** Melissa Ramirez, DCM Executive Director  
**CC:** File  
**Date:** 12/13/2021  
**Re:** Board Members

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DCM records indicate Joe Flores, Peggy Chavez-Yanez and Marcos are up for reappointment. Their terms expire December 31, 2021. 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 of complete projects:

Project Orchard Village: The 128 unit apartment complex is complete and opened late 2019. (\$10 million investment)

Dollar Tree: The retail location should be completed before the end of the year. (\$500K investment)

Covid- 19 Relief: The DCM disbursed \$227,898 to the small business community for Covid-19 relief.

Project in the Pipeline

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

1. Project Travel Center
2. Project Travel Center Tenant
3. Project Driveln
4. Project MD
5. Project Macaw

\*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	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	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 Chaz	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 Chaz	x	x									
Luis Huerta	x	x									
Marcos Garcia	x	x									

**Management Items**

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**DATE:** December 21, 2021**FROM:** Dr. Hector P. Garcia Memorial Library**ITEM:** Discussion and Possible Action to proceed with #PlantWildflowers grant application.

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**BACKGROUND INFORMATION:**

The Dr. Hector P. Garcia Memorial Library is seeking your approval to apply for the #PlantWildflowers grant. The grant application is due December 31<sup>st</sup>. 50 libraries across the United States will be selected. The libraries selected will receive \$1,000 to run programs and purchase supplies, 2000 seed packets to distribute, a tabletop display, promotional material, and activity guides.

The grant is being funded by HHMI Tangled Bank Studios, PBS Nature, World Wildlife Fund (WWF) and Air Wick Scented Oils. Their initiative is a nationwide education and action initiative to highlight pollinator diversity and spark local efforts to support wild pollinators by planting one billion square feet of grasslands in the Northern Great Plains, by getting people all over the world to plant their own square foot.

The library would partner with Frontera Audubon and RACARA, Inc. to host planting events, bio blitzes, art classes, and nature centered craft activities. The library would need to plant at least one square foot of wildflowers on their grounds. The activities would be in Spring and Summer of 2022.

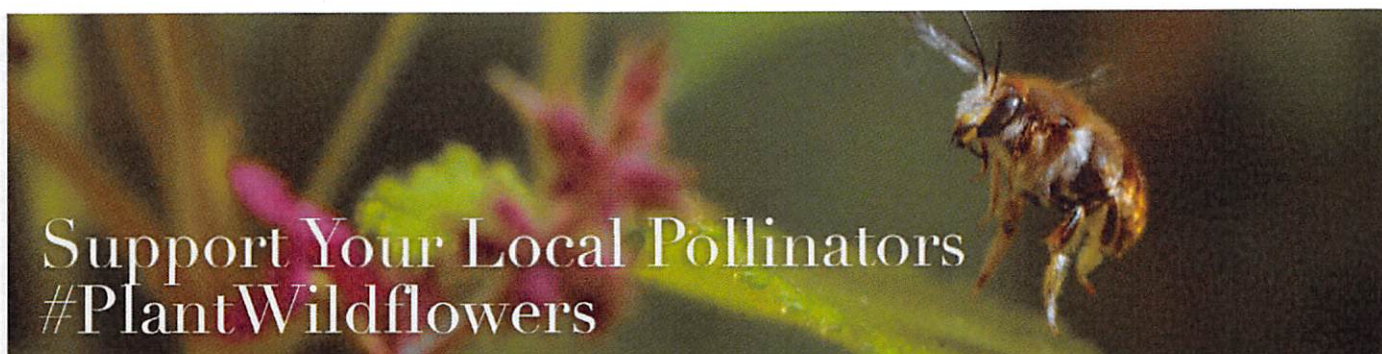
**BOARD REVIEW/CITIZEN FEEDBACK:** Approved**ALTERNATIVES/OPTIONS:****FISCAL IMPACT:** None no match required.**Proposed Expenditure/(Revenue):****Account Number(s):**

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**Finance Review by:****LEGAL REVIEW:****ATTACHMENTS:**

**Staff Recommendation:** The staff recommends providing approval in order for them to complete the application.





### **[Nationwide Library Initiative Application Now Open!](#)**

#### **Project Overview**

Garden ecology, pollinator biodiversity, and the role of native plant species are at the center of a blossoming nationwide initiative to support ecosystem health from the ground up. Pollinators, like native wild bees are essential players in the success and health of local ecosystems – but are far too often ignored (or feared!) Instead, they should be celebrated and supported as exceptional, hard-working species crucial to a thriving natural world.

To that end, and in celebration of the new documentary, *My Garden of a Thousand Bees*, HHMI Tangled Bank Studios and PBS Nature are launching **#PlantWildflowers**, a nationwide education and action initiative to highlight pollinator diversity and spark local efforts to support wild pollinators. The effort is being undertaken in association with World Wildlife Fund (WWF) and Air Wick® Scented Oils, whose One Square Foot initiative aims to replant one billion square feet of grasslands in the Northern Great Plains, and to get people all over the country to plant their own one square foot of native wildflowers.

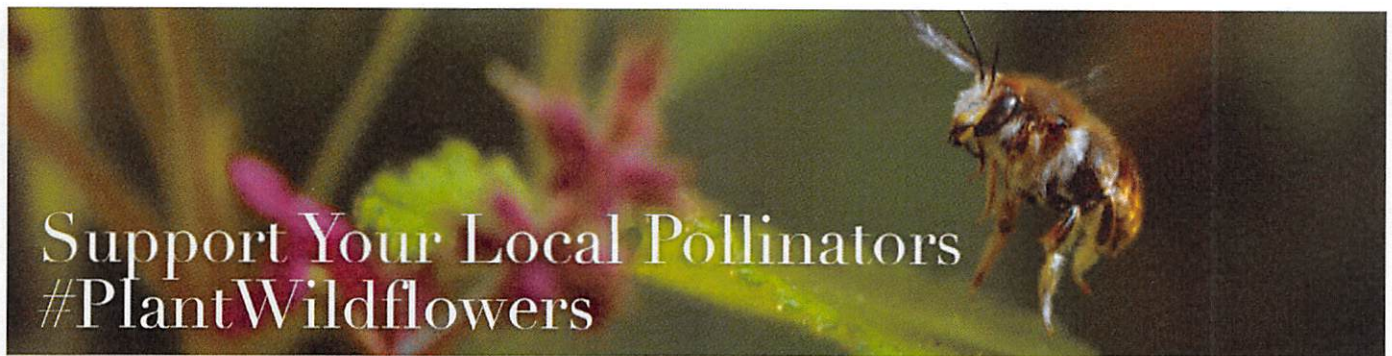
Across the US and Canada, we're inviting libraries to join us and host localized pollinator celebration events that will build community collaborations, highlight the crucial role bees and other pollinators play, and give members the opportunity to support local pollinators by planting native wildflowers. To help cover the costs, selected libraries will receive a \$1,000 honorarium, regionalized pollinator-friendly wildflower seed packets for distribution, and a variety of informal and formal pollinator-focused educational activity tools.

Participating libraries will be asked to host at least two events during the Spring and Summer of 2022, each with a focus on engaging family audiences, or other constituents that are important to your library. We suggest events like planting wildflower gardens, hosting community BioBlitzes using tools from our partners at [iNaturalist](#) and [Seek](#), presentations from local nature centers or entomologists, or screenings of the acclaimed PBS Nature documentary *My Garden of a Thousand Bees* – a captivating film that will completely change the way you look at bees--and backyards and community gardens--wherever you are.

#### **Libraries selected as premiere #PlantWildflowers Partners Will Receive...**

- A \$1,000 honorarium to help cover the costs of events and program outreach
- 2000 seed packets (more if your proposal warrants them)
- Tabletop seed packet displays for seed packet distribution
- Pollinator-focused informal activity guides and curriculum-based formal educational materials
- How-To guide for hosting BioBlitzes
- Promotional materials (print and digital) to publicize your events





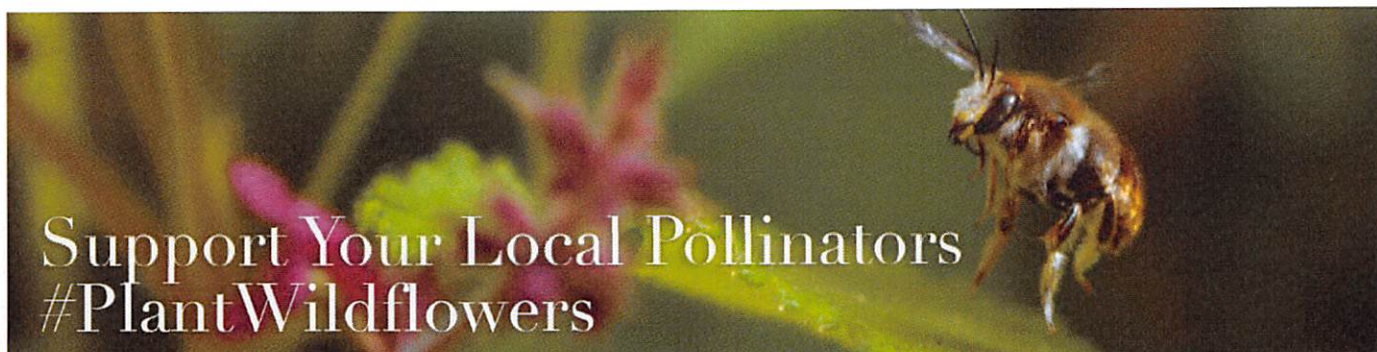
- DVD and Digital copies of *My Garden of a Thousand Bees* PBS Nature film with family viewing guide
- Online webinar with HHMI Tangled Bank Studios and WWF to explore the importance of pollinators and brainstorm positioning and local calls to action



#### Selected Libraries Will Be Expected To...

- Host a minimum of two public engagement events in Spring/Summer 2022. We are open to your customized ideas, but would love you to consider an event that includes planting in early spring, and an event that includes a BioBlitz later on, to document what you planted.
- Collaborate with at least one local partner (Nature Center, Botanical Garden, Local PBS Station, School, Summer Camp, National Park, etc.) on your events.
- Host the seed bank displays and distribute seeds for ~16 weeks throughout Spring/Summer, 2022
- Curate and display a collection of books on pollinators, local ecology and local plants and animals.
- Participate in an online Facebook community for selected libraries to brainstorm ideas and share updates about your events and outcomes
- Record and report information about seed uptake, event attendance, engagement demographics, and community activation





#### Project Timeline:

- |                      |   |
|----------------------|---|
| - December 1, 2021   | Library applications open now!  |
| - December 6, 2021   | Informational webinar (2pm EST/11am PST) – <a href="#">Click here to register</a> |
| - December 31, 2021  | Library application CLOSES – submissions due by midnight                          |
| - January 14, 2022   | Applicants selected   |
| - March/April 2022   | Materials distributed to participating locations                                  |
| - Spring/Summer 2022 | Libraries begin hosting events  |

#### Other Dates to Keep In Mind:

- |                    |   |
|--------------------|---|
| - March 12, 2022   | <a href="#">National Plant-a-Flower Day</a>                                   |
| - April 22, 2022   | Earth Day   |
| - May 1-7, 2022    | <a href="#">National Wildflower Week</a>                                      |
| - May 20, 2022     | <a href="#">World Bee Day</a>   |
| - June 20-26, 2022 | <a href="#">Pollinator Week</a>   |
| - Date TBD         | Likely spring national PBS rebroadcast of <i>My Garden of a Thousand Bees</i> |

#### Selection Criteria

Our goal for this initiative is to be as inclusive and diverse as possible, with opportunities and participants from all backgrounds and in all parts of the country. Whether in rural spaces with huge tracts of open land, or urban centers with community gardens and window sills, everyone can do their part to help their local pollinators and learn about their wildlife. Priority will be given to libraries that form strong partnerships with other local organizations — relationships that we hope will last beyond this campaign. Libraries and partners should work together to develop meaningful and creative ways to engage their communities in ecosystem and pollinator health activities. Ideal candidates are committed to growing their community's awareness about and involvement in local wildlife and ecosystem health.

Note: All materials, other than the honorarium and the seed packets and displays, will be available for free to all libraries, whether you are selected to participate as a premiere #PlantWildflowers partner or not.

**[Interested in #PlantWildflowers? Apply here by December 31, 2021](#)**

**Management Items**

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**DATE:** December 21, 2021

**FROM:** Dr. Hector P. Garcia Memorial Library – Library Director

**ITEM:** Discussion and possible action to approve Dr. Hector P. Garcia Memorial Library to register the City of Mercedes with the Front Door CyberGrants organization.

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**BACKGROUND INFORMATION:** The Dr. Hector P. Garcia Memorial Library is interested in applying for Local Community Grants from Walmart. In order to do so the City of Mercedes must first be registered with the Front Door CyberGrants organization as a government entity. In the past the library had received \$500 to \$1,000 from Walmart for the Summer Reading Program but have since been ineligible due to this new requirement. Once registered, the library would need to be authorized by the City Manager to submit applications for library program.

**BOARD REVIEW/CITIZEN FEEDBACK:** Choose an item.

**ALTERNATIVES/OPTIONS:**

**FISCAL IMPACT:** No fiscal impact. WalMart Community Grant do not require a match.

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

**Finance Review by:**

**LEGAL REVIEW:**

**ATTACHMENTS:** Walmart Community Grants, Front Door Registration, Front Door Terms of Service, Front Door Privacy Policy, Front Door Government Entity

**Staff Recommendation:** Staff are recommending that the City of Mercedes be registered with Front Door CyberGrants to increase funding opportunities.



## How We Give Local Community Grants



### Local Community Grants | Northwest Arkansas Giving Program

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Our local community grants are awarded through an open application process and provide funding directly from Walmart and Sam's Club facilities to local organizations in the U.S. Don't know how to determine your local facility? Don't worry, the application will assist you.

## Guidelines

- Local Community grants range from a minimum of **\$250** to a maximum of **\$5,000**.
- Eligible nonprofit organizations must operate on the local level (or be an affiliate/chapter of a larger organization that operates locally) and directly benefit the service area of the facility from which they are requesting funding.





- Applications may be submitted at any time during this funding cycle. Please note that applications will only remain active in our system for 90 days, and at the end of this period they will be automatically rejected.
- Organizations may only submit a total number of 25 applications and/or receive up to 25 grants within the 2021 grant cycle.
- All organizations applying for a Local Community grant must be CyberGrants FrontDoor verified prior to applying.

## Eligibility Checklist

Organizations applying must meet one of following criteria:

- An organization holding a current tax-exempt status as a public charity under Section 501(c)(3), or (19) of the Internal Revenue Code, listed on the IRS Master File and conducting activities within the United States (excluding nationally sponsored organizations, such as American Cancer Society, American Diabetes Association, American Heart Association, Children's Miracle Network and United Way) and CyberGrants FrontDoor verified.
- A recognized government entity: state, county or city agency, including law enforcement or fire departments, that are requesting funds exclusively for public purposes and CyberGrants FrontDoor verified.
- A K-12 public or nonprofit private school, charter school, community/junior college, state/private college or university; or a church or other faith-based organization with a proposed project that benefits the community at large, such as food pantries, soup kitchens and clothing closets and CyberGrants FrontDoor verified.
- Non-charities, including organizations recognized as 501(c)(4)s, like homeowner's associations, civic leagues, or volunteer fire companies, are



## Selection Process

- Management at the facility to which you are applying will review the application and make initial funding recommendations on all submitted requests.
- Each facility manager may set the frequency and process in which application determinations are made.
- The facility manager and the grant administrator reserve the right to adjust the amount awarded to each organization without prior notice.
- Organizations will be notified of any decision via e-mail. All funding decisions are final.
- If an organization is approved, grant checks will be mailed directly to the recipient's address listed in the [Cybergrant's FrontDoor](#) profile for the organization. Please allow four to six weeks for delivery.
- In the event of being awarded a grant, organizations should contact the local facility from which funds were awarded in order to schedule a formal recognition event.

**All grant applications are made subject to review of the organization's reputation and activities and its agreement to comply with applicable terms and conditions. Submission of an application does not guarantee funding. Funding exclusions include: organizations that deny service, membership or other involvement on the basis of race, religion, color, sex, sexual orientation, gender identity, age, national origin, ancestry, citizenship, veteran, or disability status.**



## Developed with NPOs for NPOs.

Claim your organization. Get verified. Experience all of CyberGrants through a single FrontDoor.

## Organization Search

Start the registration process by first searching for your organization.

CyberGrants FrontDoor is available to a large number of United States nonprofit organizations and educational institutions. To see if your organization is eligible to use FrontDoor and to claim its profile, begin by selecting the option which best describes your organization below, then use the search function.

Please Select

☐ **U.S. Internal Revenue Service (IRS)**

an organization appearing in the Internal Revenue Service's most recent Business Master file

☐ **U.S. National Center for Education Statistics (NCES)**

K-12 schools (both public and private) and districts included in the National Center for Education Statistics' assessments

[Register Your Organization](#) [Learn More](#) [Help](#)

## Developed with NPOs for NPOs.

Claim your organization. Get verified. Experience all of CyberGrants through a single FrontDoor.

## Registration Information

Please provide all of the information below to claim this organization record in our system. We will use this information to ensure that you're the correct person to administer its profile. If you require access to this organization but should not be primarily responsible for administering it, please ask that person to complete this form first. Once approved, they will be able to add you on as an additional user.

## Organization Information

Tell us how you would prefer your organization to be listed in our system. If your organization's name and/or address is different from what is listed, please also provide a brief explanation as to why in the note field below.

Tax Source

IRS Business Master File

Tax Status \*

Please Select

Make sure you pick the correct IRS subsection. While your charitable organization may be a 501(c)(3), we need to know the specific IRC section *underneath* 501(c)(3) to determine its eligibility. Unsure of your organization's tax status? Try searching for "Tax Status" in our Help section.

Tax ID

74-6001715

[Register Your Organization](#) [Learn More](#) [Help](#)

Organization Legal Name \*

Organization Alternate/AKA Name

Help users find your organization by providing its alternate name or acronym.

Organization Address \*

Organization City \*

Organization State \*

Organization ZIP/Postal Code \*

Organization Country \*

United States

Organization Website URL \*

Sharing your organization's website address may allow us to learn more about your nonprofit and confirm your role. Enter "N/A" if your organization does not have a website.

Organization Canceled Check Image or Bank Letter \* [\(?\)](#)

### Drag & Drop your files or [Browse](#)

Upload a copy of a canceled check or a document/letter with your organization's name, tax ID, and account info on it. [Download a sample bank letter \(pdf\)](#). Please do not upload copies of your bank statement, IRS 990, or your application to the bank for an account as these will not be accepted.

Organization IRS Letter of Determination [\\*\(2\)](#)

### Drag & Drop your files or [Browse](#)

[Download a sample IRS Letter \(doc\)](#) Can't find your letter? Call the IRS Customer Service for nonprofit organizations at 1-877-829-5500 and give them your nonprofit's name and Employer Identification Number (EIN). Do not upload State issued tax documents, a Form 990, or an SS-4. An SS-4 is a form letter sent by the IRS informing you that your organization or business has been assigned an EIN (Employer Identification Number). Unfortunately, it in no way confers tax-exempt status.

## Owner Information

We will use this information to ensure that you're the correct person to administer this organization. If you require access to this organization but should not be primarily responsible for administering it, please ask that person to complete this form first. Once approved, they will be able to add you on as an additional user.

Owner First Name \*

Owner Last Name \*

Owner Email Address \*

Please consider using a permanent/primary email when creating this account rather one that is employee-specific - e.g. "arcmatchinggifts@redcross.org" instead of "jane.smith@redcross.org". Emails related to your organization's website are preferred over your personal email - e.g. "jane.smith@redcross.org" instead of "jane.smith@gmail.com".

Confirm Owner Email Address \*

Owner Telephone # \*

Owner Current Title/Role at this Organization \*

For U.S. IRS organizations: Director, Manager, Treasurer, etc. For U.S. NCES entities: Principals, Presidents, Administrators, etc.

Owner LinkedIn Profile URL

Your personal LinkedIn profile URL can help us confirm your association with this organization. Your profile will not be used for any purpose beyond validating that you represent this organization and will not be displayed anywhere on our website. It will look something like this: [www.linkedin.com/in/yourname](http://www.linkedin.com/in/yourname). Visit [LinkedIn](http://www.linkedin.com/in/yourname) for more info on finding your URL.

CyberGrants Agreement \*

☐ I Agree

I have read and agree to the [CyberGrants Terms of Use](#).

Cancel

Submit





## Terms of Service

Last Updated: May 25, 2018

These Terms of Service ("Terms") govern your access to and use of the websites ("Sites") and products, software services, and applications ("Software") (collectively, including all underlying technology, "Services") made available by CyberGrants, LLC ("CyberGrants," "we," "us," or "our"). Our Services include: Grant Management Software, Employee Engagement Software, Disbursement Solutions, Apply OnLine, EasyMatch, and Consiva.

It is important that you read these Terms carefully and, should you not agree with these Terms or our [Privacy Policy](#), do not access or use the Services. By accessing or using the Services you agree on behalf of yourself and any organization or company that you represent (together, "you") that you have read, understand, and accept these Terms and our [Privacy Policy](#).

CyberGrants reserves the right to revise these Terms at any time. All changes will be effective immediately upon posting to the Services and, by accessing or using the Services after changes are posted, you agree to those changes. Material changes will be conspicuously posted on the Services. Therefore, please continue to frequent this page as these Terms can change at any time.

### Authorized Users

CyberGrants' clients who have entered into agreements with CyberGrants for our Services ("Clients") may designate authorized users from among their employees, contractors, and agents ("**Authorized Users**") with right to access and use our Services. To access our Services you must be an Authorized User and (18) years old.

[X](#)  
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### Privacy Policy



We may collect certain information from your use of the Services as described in our [Privacy Policy](#), which is incorporated into these Terms by this reference and describes our information collection, use, and sharing practices.

## Acceptable Usage of the Services; Compliance with Laws

You may use the Services only for legitimate philanthropic purposes, including charitable donation, volunteer activities, grantseeking and grantmaking, and otherwise for your own internal use. You may download and print one copy of the Services' visible content for your own personal or internal use as long as you do not modify or delete any copyright, trademark, or other proprietary notices. You may not otherwise copy, duplicate, display, sell, publish, post, license, rent, distribute, modify, translate, adapt, reverse-engineer, create derivative works of, destroy, or disparage the Services, including any content of the Services.

You may not use the Services for unlawful purposes. You are responsible for complying with all local, state, and federal laws and regulations that apply to your use of the Services, including all applicable rules regarding online conduct.

## Prohibited Usage of the Services

The Services are intended, in part, to be a vehicle by which an entity founded and operated for the benefit of others, typically a not-for-profit, nonprofit, charitable, or tax-exempt organization ("**organization**"), could potentially receive or provide funding and donations. Likewise, CyberGrants provides online services using which foundations, corporate contributions departments, and other legal charitable organizations to track and manage such funding and donations.

CyberGrants strictly prohibits the use of the Services for the following, but not limited to the following, usages:

- Attempts to defraud foundations, corporate contribution departments, and other charitable funding fictitious, personal, or other illegal grant requests.
- Creating grant proposals while using another not-for-profit's Tax Identification Number.
- Creating false foundation memberships, corporate contribution department memberships, or other charitable organization memberships and attempting to approve or decline grant proposals submitted by not-for-profits.



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- Creating news releases and other content through memberships which are inaccurate, harmful, hateful, or disparaging toward any other individual, organization, or the Services.
- Inappropriately categorizing a not-for-profit organization or a grant proposal submitted by a not-for-profit organization.
- Deleting or modifying the information submitted by another member of the Services or not-for-profit organization.
- Submitting inaccurate information via the Services, committing fraud or falsify information in connection with your use of the Service, or acting maliciously against the business interests or reputation of CyberGrants.
- Engaging in data mining or similar data gathering or extraction activities or retrieving data or other content from the Services for purposes of creating or compiling that content for any purpose other than your authorized use of the Services as permitted by these Terms.
- Accessing, using, or copying any portion of the Services, including any of their content, through the use of indexing agents, spiders, scrapers, bots, web crawlers, or other automated devices or mechanisms.
- Using the Services to post or transmit any material that contains any viruses, Trojan horses, worms, time bombs, cancelbots, malware, adware or other computer programming routines that may damage, interfere with, surreptitiously intercept, or expropriate any system, data, or personal information.
- Engaging in activities that aim to render the Services or associated services inoperable or to make their use more difficult are prohibited.
- Selling or otherwise transferring your Services account.
- Impersonating, or attempting to impersonate, another user or person.
- Creating an account for any person other than yourself.

## Intellectual Property Rights

The Services, including their text, audio, video, graphics, charts, photographs, interfaces, icons, s code, data, trademarks, logos, slogans, names of products and services, documentation, other components and content, and the design, selection, and arrangement of content is exclusively the property of CyberGrants or, as applicable, its suppliers and licensors, and is protected by copyright, trademark, and other intellectual property

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laws. Any unauthorized use of any trademarks, trade dress, copyrighted materials, or any other intellectual property belonging to CyberGrants or any third party is strictly prohibited and may be prosecuted to the fullest extent of the law. The Services may contain references to third-party marks and copies of third-party copyrighted materials, which are the property of their respective owners.

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## CyberGrants Accounts

The Services may allow you to sign up for online services provided by CyberGrants and to log into your online CyberGrants account if you have signed up for those services. All access to and use of CyberGrants' online services is governed by both these Terms and any additional terms or separate agreement(s) between you and CyberGrants that apply to those online services ("**Additional Terms**"), for example, with respect to our online disbursement solutions, the CyberGrants Disbursement Solution Additional Terms of Service. All information related to your usage of our online services is solely your responsibility. Under no circumstances should you give your username or password to anyone at any time. It is your responsibility to report any suspected misuses of your username, password, or membership sign-up information to CyberGrants.

## Career Opportunities

The Site may post career opportunities and include instructions on how to apply for those positions. You will not provide to us a resume or any job application materials for any person other than yourself. You warrant that all information contained in any resume and other materials you provide is current, accurate, and complete. Your submission of a resume or other job application materials does not in any way require CyberGrants to review those materials or consider you for employment. Career opportunity descriptions on the Site are subject to change at our sole discretion without notice.

## Program, Product, and Service Availability

Any programs, products, or services that may be mentioned on or made available through the Site to availability and terms not described in these Terms may apply. CyberGrants may change the programs, products, and services mentioned on the Services at any time without notice.



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## NO WARRANTY

THE SERVICES ARE PROVIDED "AS IS," "AS AVAILABLE," AND WITHOUT ANY WARRANTY OF ANY KIND. CYBERGRANTS MAKES COMMERCIALY REASONABLE EFFORTS TO ENSURE THAT ALL MATERIAL, DATA, AND OTHER INFORMATION ON THE SERVICES (EXCLUDING ANY USER-GENERATED CONTENT) IS ACCURATE AND RELIABLE, BUT NEITHER ACCURACY NOR RELIABILITY CAN BE GUARANTEED.

CYBERGRANTS MAKES NO WARRANTY THAT THE SERVICES WILL ENSURE YOUR OR ANY OTHER PERSON'S COMPLIANCE WITH REGULATORY PROGRAMS. CYBERGRANTS DOES NOT WARRANT OR GUARANTEE THE QUALITY, COMPLETENESS, TIMELINESS, OR AVAILABILITY OF THE SERVICES. CYBERGRANTS DOES NOT WARRANT OR GUARANTEE THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, THAT ANY DEFECTS IN THE SERVICES WILL BE CORRECTED, OR THAT THE SERVICES OR THE SERVERS THAT MAKE THE SERVICES AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL CONDITIONS OR COMPONENTS. CYBERGRANTS IS NOT RESPONSIBLE FOR ANY TYPOGRAPHICAL ERRORS ON THE SERVICES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CYBERGRANTS EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND WITH RESPECT TO THE SERVICES, INCLUDING WITHOUT LIMITATION THOSE REGARDING AVAILABILITY, QUALITY, ACCURACY, MERCHANTABILITY, FITNESS FOR ANY USE OR PURPOSE, COMPATIBILITY WITH ANY STANDARDS OR USER REQUIREMENTS, TITLE, NONINFRINGEMENT, AND ANY ARISING FROM A COURSE OF DEALING OR USAGE IN TRADE. CYBERGRANTS HAS NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MISDELIVERY, OR FAILURE TO STORE ANY USER COMMUNICATION.

WE DO NOT WARRANT OR ENDORSE ANY USER-GENERATED CONTENT. ALL USER-GENERATED CONTENT IS SOLELY THE RESPONSIBILITY OF THE PERSON WHO PROVIDED THAT USER-GENERATED CONTENT.

WE MAKE NO REPRESENTATION THAT THE SERVICES ARE APPROPRIATE OR AVAILABLE FOR USE IN LOCATIONS OTHER THAN THE UNITED STATES. IF YOU CHOOSE TO ACCESS OR USE THE SERVICES FROM LOCATIONS OTHER THAN THE UNITED STATES, YOU DO SO AT YOUR OWN RISK AND YOU ARE RESPONSIBLE FOR COMPLYING WITH APPLICABLE LAWS AND REGULATIONS.

YOUR USE OF THE SERVICES IS AT YOUR OWN RISK AND YOU, ALONE, ARE RESPONSIBLE FOR Looking to schedule a demo?

YOUR COMPUTER HARDWARE, SOFTWARE, SYSTEMS, AND NETWORKS, ANY LOSS OF DATA THAT RESULTS

FROM THE DOWNLOAD OF ANY INFORMATION FROM THE SERVICES, AND ANY OTHER DAMAGE THAT MAY BE INCURRED.





NO ADVICE OR INFORMATION, ORAL OR WRITTEN, OBTAINED BY YOU FROM CYBERGRANTS OR IN ANY MANNER FROM THE SERVICES CREATES ANY WARRANTY.

## NO WARRANTY FOR FUNDS, GRANTS, OR DONATIONS

The Services are a venue which acts as an arena for multiple philanthropic purposes, which includes the function for not-for-profits to submit on-line proposals to foundations, corporate contributions departments, and other legal charitable organizations which they have researched and selected as possible funding sources for legitimate tax exempt purposes. Foundations, corporate contributions departments, and other legal charitable organizations also use the Services as a venue to collect on-line proposals submitted to them by not-for-profits and subsequently make funding decisions. CyberGrants is never involved with the approval or declination process of any grant proposal submitted through the Services nor does CyberGrants monitor or control the legitimacy, accuracy, spelling or purpose of any grant proposal or other information related to, but not limited to, news releases, categorization of grants, grantmaking decisions or any financial tracking items of foundations, corporate contributions departments or charitable organizations.

CyberGrants does not guarantee that users of the Services are who they claim to be. To this extent, all visitors of this Services, including, but not limited to, Clients, Authorized Users, not-for-profit organizations seeking grants, foundations, corporate contributions departments and other legal charitable organizations, release all CyberGrants Parties (as defined below) from any and all claims, demands and damages which arise from disputes of alleged or known misuses of the Services.

## LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL CYBERGRANTS, ITS AFFILIATES, OR ITS OR THEIR RESPECTIVE DIRECTORS, OFFICERS, OWNERS, EMPLOYEES, CONTRACTORS, REPRESENTATIVES, CONSULTANTS, AGENTS, SUPPLIERS, OR LICENSORS (TOGETHER, "CYBERGRANTS PART") BE LIABLE FOR ANY LOSSES OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SE ACCESS TO OR USE OF, OR INABILITY TO ACCESS OR USE, THE SERVICES (INCLUDING BUT NOT L INPUT OF PERSONAL AND OTHER INFORMATION INTO THE SERVICES), INCLUDING, BUT NOT L DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL LOSSES OR DAMAGES, PROFIT LOSSES, FUNDING DECLINATIONS, DAMAGES RESULTING FROM LOST OR INACCURATE DATA, AND ANY OTHER LOSSES OR DAMAGES OF ANY KIND, WHETHER THE CLAIM IS BASED IN CONTRACT, TORT (INCLUDING

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NEGLIGENCE), STRICT LIABILITY, WARRANTY, OR OTHERWISE, AND EVEN IF A CYBERGRANTS PARTY HAS EXPRESS KNOWLEDGE OF THE POSSIBILITY OF THE LOSS OR DAMAGE.

YOUR SOLE AND EXCLUSIVE REMEDY IS TO STOP ACCESSING AND USING THE SERVICES. WITHOUT LIMITING THE FOREGOING, IN NO EVENT WILL CYBERGRANTS PARTIES' LIABILITY TO YOU EXCEED \$100, EVEN IF THIS REMEDY FAILS OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO SOME OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

### Termination

You agree that CyberGrants reserves the right to immediately and without warning terminate your access to the Services for any reason, including, but not limited to, non-compliance with these Terms. CyberGrants will not be liable to you for any terminated access to the Services.

### Indemnity

You agree to indemnify, defend, and hold harmless CyberGrants Parties from and against any and all claims, actions, suits, demands, complaints, and proceedings, as well as any and all losses, liabilities, damages, judgments, settlements, fines, penalties, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with: (1) your access to or use of the Services; (2) your provision of User-Generated Content (including claims that such content infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any person or organization, defames any person or organization, or violates their rights of publicity or privacy); (3) any misrepresentation made by you in connection with your use of the Services; (4) your breach of these Terms; (5) your noncompliance with or violation of applicable laws or regulations; (6) your donations using the Services; or (7) your misuse of the Services or of any material, data, or other information downloaded or otherwise obtained through or from the Services. We reserve, and you grant to us, the exclusive right to assume the defense and control of any matter subject to indemnification by you.



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### Third-Party Websites and Services

The Services may link to, or be linked to, websites and services not maintained or controlled by CyberGrants. Those links are provided as a convenience and CyberGrants is not responsible for examining or evaluating the content or



accuracy of, and does not warrant or endorse, any third-party website or services or any products or services made available through those websites or services. Please take care when leaving the Site to visit third-party websites or services. You should read the terms of use and privacy policy for each website and service that you use.

## Linking to the Site

If you operate a website and are interested in linking to the Site: (a) the link must be a text-only link and clearly marked; (b) the link must "point" to the URL "http://www.cybergrants.com" and not to any other page; (c) the link and its use must be in connection with a website of appropriate subject matter that furthers the mission of CyberGrants; (d) the link and its use must not, nor have the potential to, damage or dilute the goodwill associated with CyberGrants' names and trademarks; (e) the link and its use must not create the false appearance that any program, person, or entity is associated with or sponsored by CyberGrants; and (f) the link, when activated by a user, must display the Site full-screen and not within a frame. CyberGrants reserves the right to revoke consent to link to the Site at any time in its sole discretion, either by amending these Terms or through other notice.

## User-Generated Content

The Services may allow you to create, post, transmit, upload, publish, distribute, broadcast, submit, or otherwise provide comments, data, text, images, video, audio, and other content and material via the Services and to respond to content provided by others (collectively, "**User-Generated Content**"). User-Generated Content is neither generated nor controlled by CyberGrants. CyberGrants is not responsible for any User-Generated Content.

User-Generated Content is not monitored. CyberGrants reserves the right, but does not have the obligation, to review, prescreen, edit, redact, otherwise modify, reorganize, recategorize, and delete User-Generated Content at any time at its sole discretion. CyberGrants has no obligation to archive or otherwise store any User-Generated Content. CyberGrants reserves the right to impose limits on features of the Services (e.g., the ability to provide User-Generated Content) and to restrict your access to all or parts of the Services at any time for any reason, including breach of these Terms.

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Please keep in mind that the User-Generated Content you provide may be available to other users.

You are responsible for all User-Generated Content that you provide and for the legality, originality, and appropriateness thereof. By providing User-Generated Content you warrant that you are the creator or owner of that User-Generated Content or that you otherwise have the rights, permissions, and consents necessary to



provide that User-Generated Content to us and to allow us to use that User-Generated Content as permitted by these Terms. You retain any copyright or other intellectual property right you may have in User-Generated Content that you provide, subject to the license granted to CyberGrants below. User-Generated Content must be relevant to the applicable topic. User-Generated Content that is defamatory, indecent, pornographic, obscene, or otherwise objectionable or harmful is prohibited.

You grant CyberGrants a perpetual, irrevocable, transferable, assignable, sublicensable, royalty-free, fully paid-up, worldwide license to copy, modify, adapt, reformat, translate, excerpt, prepare derivative works of, store, publish, perform, display, and otherwise use and distribute any User-Generated Content provided by you in any and all media or distribution methods (now known or later developed). You understand that this license allows us to make User-Generated Content you provide to other persons and entities, including other users of the Services. You understand that this license allows us to use User-Generated Content to develop and market products and services.

## Copyright Policy

We respect the intellectual property rights of others and we ask that our users do the same. In accordance with the Digital Millennium Copyright Act ("DMCA"), located at 17 U.S.C. § 512, and other applicable laws, we strive to expeditiously remove any infringing material from the Services if we become aware of the same. It is our policy to terminate repeat infringers' use of the Services. If you believe that anything on the Services infringes any copyright that you own or control, please provide our designated agent with a notice that contains the following information:

- i. A description of the copyrighted work(s) that you claim have been infringed;
- ii. A description of the allegedly infringing material, including its location on the Service;
- iii. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- iv. Your email address, telephone number, and mailing address;
- v. A statement by you, made under penalty of perjury, that the above information in your notice Looking to schedule a demo? that you are the copyright owner or are authorized to act on the copyright owner's behalf; and
- vi. An electronic or physical signature of a person authorized to act on behalf of the copyright owner.

X

Your notice must meet the then-current requirements implemented by the DMCA. Contact information for our designated agent for notice of claims of copyright infringement is:

Michael Arcati, [cgsupport@cybergrants.com](mailto:cgsupport@cybergrants.com); 978-824-0300; 300 Brickstone Square, Andover, MA 01810, Attention: General Counsel

## Feedback

CyberGrants welcomes comments regarding the Services. If you submit comments or feedback to us, they will not be considered or treated as confidential. We may use any comments and feedback that you send us in our discretion and without attribution or compensation to you.

## Governing Law; Disputes

These Terms are governed by the laws of the state of Massachusetts, without regards for its conflict of law principles. Venue is exclusively in the state or federal courts, as applicable, located in Boston, Massachusetts, with respect to any dispute arising under these Terms unless otherwise determined by CyberGrants in its sole discretion and the parties expressly agree to the exclusive jurisdiction of those courts. The Uniform Computer Information Transactions Act or any version thereof adopted by any state in any form does not apply to these Terms. The United Nations Convention for the International Sale of Goods does not apply. Any cause of action or other claim with respect to the Services must be commenced within one year after the cause of action or claim arises.

## Assignment

We may assign our rights and delegate our duties under these Terms at any time to any party without notice to you. You may not assign your rights or delegate your duties under these Terms without our prior written consent.

## Third -Party Beneficiaries

These Terms do not confer any rights, remedies, or benefits upon any person other than you and your company, except that our affiliates are third-party beneficiaries of these Terms.

## Force Majeure

X

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Except for your payment obligations, neither party will be liable for failure or delay in performing any obligation under these Terms due to circumstances beyond its reasonable control that prevent it from performing its obligations, including without limitation acts of God or nature, actions of the government, fires, floods, strikes, civil disturbances, terrorism, and power, communications, satellite, or network failures.

## Interpretation

These Terms, including our [Privacy Policy](#) and any applicable Additional Terms, constitute the entire agreement between you and CyberGrants regarding your access to and use of the Services and supersede and replace any prior agreements between you and CyberGrants regarding the Services. Our failure to enforce any provision of these Terms will not be considered a waiver of that or any other provision. Any waiver of any provision of these Terms will be effective only if in writing and signed by CyberGrants. If any provision of these Terms is held to be invalid or unenforceable, that provision will be severed from the remaining provisions and the remaining provisions of these Terms will remain in effect. The headings in these Terms are for convenience only and do not affect the interpretation of these Terms. These Terms inure to the benefit of CyberGrants' successors and assigns.

## Survival

Any provisions of these Terms that are intended to survive termination (including any provisions regarding indemnification, limitation of our liability, and dispute resolution) will continue in effect beyond any termination of these Terms or of your access to or use of the Services.

## Notices

All notices, consents, and other communications permitted or required to be given under these Terms must be in writing and addressed to the recipient and will be deemed given: upon delivery if personally delivered with fees prepaid, including by a recognized courier service; upon receipt if delivered by certified or registered United States mail, postage prepaid and return receipt requested, as indicated by the date on the signed receipt; or upon delivery by email. Please print or otherwise save a copy of all documents. Looking to schedule a demo?

## Contact Us

Please direct any questions and concerns regarding these Terms or the Services to us by email at [cgsupport@cybergrants.com](mailto:cgsupport@cybergrants.com), by telephone at 978-824-0300, or by mail at CyberGrants, LLC, 300 Brickstone Square, Suite 601, Andover, MA 01810.



Contact Us   Terms   Privacy Policy   GDPR  
Security Statement

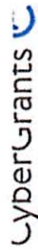


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# Privacy Policy

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## Policy Statement

Last Updated: June 1, 2021

CyberGrants, LLC ("CyberGrants," "we," "us," or "our") is committed to protecting the privacy of your personal information. CyberGrants provides this privacy policy ("Privacy Policy") in support of our commitment to safeguarding your personal information. This Privacy Policy applies to information collected when you access or use our websites ("Sites") or our products, software services, and applications ("Software"), collectively referred to as "Services." Our Services include: Grant Management Software, Employee Engagement Software, Disbursement Solutions, Apply OnLine, and EasyMatch. **By accessing or using our Services, you accept the terms of this Privacy Policy.**

The Services are intended, in part, to be a vehicle by which an entity founded and operated for the benefit of others, typically a not-for-profit, nonprofit, charitable, or tax-exempt organization ("organization"), could potentially receive or provide funding and donations. Likewise, CyberGrants provides online services which foundations, corporate contributions departments, and other legal charitable organizations use to track and manage such funding and donations.

This Privacy Policy describes the information collected through the Services and how that information is used and shared. This Privacy Policy also explains your rights and choices regarding your personal information. how w communicate changes to this Privacy Policy, and how you may contact us regarding questions respect to anything contained in this Privacy Policy. CyberGrants and its service providers may c Looking to schedule a demo? the types of information described below in connection with your access to and use of the Services (collectively, "Collected Information"). If you have any questions or concerns about our use of your personal information, please contact us using the contact information provided at the end of this Privacy Policy.





**By accessing or using our Services you agree on behalf of yourself and any company or organization that you represent (together, "you") that you have read and understand this Privacy Policy, including the collection, use, and disclosure of information described below. As may be required by applicable law, we may also seek your explicit consent to process certain data and information collected via the Services.**

## Changes to Privacy Policy

CyberGrants may, in its sole discretion, change this Privacy Policy from time to time. All changes will be effective immediately upon posting to the Services. Material changes to this Privacy Policy will be conspicuously posted on the Site or otherwise communicated to you. Please refer back to this Privacy Policy on a regular basis.

## Authorized Users

CyberGrants' clients who have entered into agreements with CyberGrants for our Services ("Clients") may designate authorized users from among their employees, contractors, and agents, and invited members of the Client's local community ("Authorized Users") with the right to access and use our Services. Authorized Users include employees, contractors, staff, and agents of organizations. To access our Services you must be an Authorized User and at least eighteen (18) years old.

## Information We Collect

The information that we may collect from or about you when you use our Services broadly falls into the following categories: information that you voluntarily provide to us, for example, your contact information and certain other personal information; information collected through your use of the Service, for example, account activity and data collected by the servers used to operate the Services; location information; data collected by tracking technologies; information collected when you connect with social media platforms using the Services; and data collected by embedded content.

## How Personal Information Is Collected

You can visit and use our Sites without submitting personal information, but you will be required to submit personal information to use certain features of our Sites and other Services. We will collect any personal information from or about you that you choose to submit to us. We collect personal information when you register



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with or use our Services, when you use our Services to communicate via internal messaging with other employees, contractors, or agents of your employer, when you make a charitable donation, when you submit a request for a matching program, when you volunteer for a project that requires submission of contact information, when you participate in a blog, when you post User Content (as defined below) on our Services, when you fill out a form to download a whitepaper or request a demo, in receiving and fulfilling information requests, and when you respond to communications from us. Additionally, if you visit or register on a CyberGrants sponsored site through social media, we may also receive certain personal information from those social media sites, and/or post regarding your charitable activity.

### Types of Personal Information Collected

The minimum personal information required to access CyberGrants' standard Services may include: your name, your email address, payment information, your home and/or business mailing addresses, mail codes, business title, department, employee type or status, hire date, employee ID, and manager/hierarchy information.

Based on a Client's request for a specialized program, there are exceptions to the minimum personal information collected and stored by CyberGrants. Authorized Users that are part of a Client's specialized program must first contact the Client's program manager or Human Resources department to receive the list of personal information collected and stored. If the Client does not respond in a timely manner, then please contact CyberGrants directly at [cgsupport@cybergrants.com](mailto:cgsupport@cybergrants.com) or [privacy@cybergrants.com](mailto:privacy@cybergrants.com).

### Donor Portal Account & Donation Information

If you are an Authorized User, you may be required to submit certain information to register for that account, including your name and employee ID.

We will collect all information you choose to provide when logged into your CyberGrants account, including, for example, your organization searches, matching gift and payroll contribution requests and activities, login attempts, logged, and donation activity.

Donations made by Authorized Users may be made by credit or debit card. All credit and debit card transactions are provided directly to our PCI-compliant third-party payment processor. CyberGrants does not directly access, handle, or store your credit or debit card information. To make a donation using the Services, you will need to submit your name and your credit or debit card type, number, expiration date, security code, and billing address.



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Payment by credit or debit card is subject to the approval of the card issuer. We will not be liable in any way if a card issuer refuses to accept a credit or debit card for any reason. We will maintain a record of the donations and other gifts that you make using the Services and we will also collect all other information you and the Client choose to provide when making a donation or otherwise completing a transaction using the Services.

If you choose to make a donation through the Services, your contact information may be shared with the organization(s) which are receiving the donation. This information may include your full name, email address, telephone, and mailing address (including street, city, state, country, and ZIP/postal code). You may be given the ability to select, change, or anonymize this information before it is shared with the applicable organization(s) if your employer elects to activate that capability.

### User-Generated Content

You are responsible for any comments, data, text, images, video, audio, and other content and material that you create, post, transmit, upload, publish, distribute, broadcast, submit, or otherwise provide using the Services (collectively, "**User-Generated Content**"). User-Generated Content that you provide is posted on or otherwise made available through the Services at your own risk. We cannot guarantee that User-Generated Content you provide will not be viewed by unauthorized persons or entities. You understand that, even after removal, copies of User Content that you have provide may remain viewable in cached and archived pages and may have been copied or stored by Internet archives and other users of the Services.

### IP Addresses and Related Information

The servers used to operate and provide the Services may collect data pertaining to you and the equipment, software, and communication methods you use to access the Internet and the Services, including TCP/IP addresses assigned to the computers and other devices from where you access the Internet, your Internet Service Provider (ISP), your device ID, your approximate geographic location, your browser type, language preference referring and exit pages, URLs, date and time stamps, amount of time spent on particular page: sites visited, clickstream data, search terms, operating systems, website traffic, and keywords. C Looking to schedule a demo?

use this information to administer the Services, the site and its servers, to generate statistical in monitor and analyze site traffic and usage patterns, to monitor and prevent fraud, to investigate complaints and violations of our policies, and to improve the site's content and the products, services, materials, and other content that we describe or make available through the site and Services. We may combine this information with personal



information, and information obtained from third parties for the purposes discussed herein. The service providers that we use to provide the site may collect information about your visits to the site and other websites.

## Location Information, Cookies, and Other Tracking Technologies

When you visit or use our Services, cookies or other tracking technologies may be automatically used to facilitate and enhance the user experience on the Services and for other purposes as described below. A cookie is a small piece of information that your browser stores on your device's hard drive and stores information about your CyberGrants account (if applicable), preferences, and use of our Services. We use cookies to track how you access and use the Services, to learn how popular Service pages are and are not, to learn which search terms are used to find the Services, to learn which websites direct you to the Services, to recognize you when you return to our Services, and to track and target your interests in order to provide a customized experience (e.g., by remembering and displaying your contact and other information). They also help us to detect certain kinds of fraud. We use cookies to store preferences, record session information, record user-specific information on what pages are accessed or visited, alert you to new areas of our sites, or customize web page content.

The type of cookies used depends on which CyberGrants website you are accessing. If you are accessing CyberGrants Services through a login credential as a CyberGrants' client, a client's Authorized User, or an Organization, then CyberGrants only uses the "Necessary Cookies" described below which are cookies essential to ensure the Services function correctly. If you are accessing CyberGrants public website: "impact.cybergrants.com" and the links accessible through the public website that provide information about CyberGrants and its Services, then there are additional cookies used by CyberGrants further described below under "Other Cookies."

### Necessary Cookies:

"**Session**" cookies are temporary cookies used for various reasons, such as managing page views. Typically, your browser will erase session cookies once you exit the browser.

"**Persistent**" cookies are more permanent cookies that are stored on your computer or mobile device after you leave the browser. Persistent cookies allow us to retrieve certain information that you have previously (e.g., your user ID if you asked for it to be remembered). Our Services may use both session and



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Our Services may also use "**tracer tags**," which are tiny graphic images placed on Service pages or in our e-mails that allow us to determine whether you have performed certain actions. When you access these pages or open e-mail messages, the tags generate a notice of that action to us or our service providers. These tools allow us to



measure responsiveness to our communications and improve our Services and promotions. Our use of cookies for tracer tags is restricted to session cookies and therefore does not leave artifacts on user workstations.

The Services may use both cookies that we implement and cookies implemented by our service providers and other third parties. Our service providers may use cookies and other tracking technologies, such as pixel tags, to track visitors across the Internet to understand how you get to the Services. Most browsers automatically accept cookies. You may manage, block or delete cookies and other tracking technologies by adjusting your browser's security and privacy settings but, if you do so, you may not be able to use particular features of our Services and your enjoyment of the Services may be impacted. Due to this automatic collection of data using cookies, we do not honor "do not track" requests.

#### Other Cookies:

In addition to the Necessary Cookies, the following other cookies are used by CyberGrants:

Preference, Statistics, and Marketing cookies are used by third-party companies contracted by CyberGrants to collect how the general public uses and accesses the CyberGrants public website: "impact.cybergrants.com" and the links accessible through the public website that provide information about CyberGrants and its Services. These cookies collect the following information from a visitor from the general public: when the website was accessed, number of times the visitor accessed the website, and how the visitor reached the website. A visitor may opt-out of having these cookies collected when they first access the site and every new session thereafter. A visitor may also modify their browser settings to decline these Other Cookies. If you choose to decline these Other Cookies, you may not be able to use interactive features of the CyberGrants websites.

## Social Media

The Services may allow you to connect to and share information with various social media platforms, for example, Facebook, Twitter, LinkedIn, and Google+. These features may require us to implement cookies, plug-ins, and application protocol interfaces (APIs) provided by those social media platforms to facilitate those connections

and features. We may share information that you provide us or that we may collect about your use of the Services with those platforms and that information will be subject to their privacy policies. We encourage you to review the privacy policies of those platforms before connecting to or sharing information with them.

those platforms' privacy policies: Facebook's Data Policy; Twitter's Privacy Policy; LinkedIn's Privacy Policy; and Google's Privacy Policy. In addition, by choosing to use any third-party social media platform or choosing to share content or communications with any social media platform, you allow us to share information with the designated social media platform. We cannot control any policies or terms of such third-party platform. As a



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result, we cannot be responsible for any use of your information or content by a third-party platform, which you use at your own risk.

## Embedded Content

The Services may incorporate content, including feeds scripts embedded in the Services' code and visible content (for example, videos), provided by third parties. In some cases, those third parties collect data about how you interact with their content. For example, Vimeo may collect or otherwise have access to usage data on videos embedded on the site as described in Vimeo's Privacy Policy.

## How We Use and Disclose Collected Information

In addition to the uses described above, CyberGrants and its service providers may use and disclose Collected Information as described below. We do not use or disclose Collected Information except as stated in this Privacy Policy or as permitted by applicable law. **CyberGrants does not sell or rent an Authorized User's personal information.**

We will use Collected Information in connection with the reason for which it was collected. For instance, to provide the Services; administer, to improve and provide access to our Services; to manage and maintain CyberGrants accounts; to process donations; to respond to inquiries; to upload User-Generated Content; and to communicate with you regarding our products and services, your CyberGrants account, or other matters that may be of interest to you (subject to applicable laws and the terms of this Privacy Policy). If you provide us with your phone number in connection with your account, we may call you at that telephone number regarding your account or your requests for support.

If you submit a resume or other job application materials to us, we may use those materials to evaluate your qualifications and to otherwise consider or respond to your application for employment. Your submission of a resume or other job application materials does not in any way require CyberGrants to review them or consider you for employment.

By virtue of applying for a grant with a CyberGrants' client, grantseekers or organizations, as applicable, are consenting (opting-in) to CyberGrants' use of the organizational information they provide in connection with that grant application. We communicate with organizations on a periodic basis via email or phone to resolve or



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investigate customer service issues. We may also use grantseeker and organization email addresses to notify you of updates to philanthropic activity and to send notices and other disclosures as required by law.

We will make User-Generated Content available to other users of the Services as applicable. For example, if you are an Authorized User and you create a volunteer event through the Services, other Authorized Users at the applicable Client will be able to view, copy, and use that information.

We may use Collected Information to analyze, develop, and improve our products and services to inform fundraising, marketing, and communication plans and strategies, and to provide you with information about additional products or services that you request or that we believe are relevant or may be of interest to you, subject to applicable laws and the terms of this Privacy Policy.

We may aggregate and anonymize personal information and other Collected Information to create anonymous aggregate data on Service users, which describes users as a group but does not reveal the identity of individual users. We may provide that data in response to a government request or to other third parties for lawful purposes and we may use that data to understand Service users' needs, to determine Service user demographics and usage patterns, to determine what kinds of products and services we can provide, and to improve and enrich our products and services.

We do not share Collected Information with third parties for marketing purposes and we never sell your personal information to anyone or any organization. We may, however, share Collected Information with third parties without notice to you under the following certain circumstances:

- **Service Providers** – When we engage a service provider to perform certain business-related functions or provide services to us in connection with the Services, we only provide them with the information that they need to perform their specific function and as may be otherwise permitted by applicable law. These service providers include our Services management and hosting suppliers, payment processors, and public relation service providers. Our suppliers are authorized to and may use and disclose Collected Information for them to provide the applicable services to us. We may also share your information with our service providers. Looking to schedule a demo?

- **Legal Requirements** – We may use and disclose Collected Information if required to do so by law or in the good faith belief that such action or disclosure is necessary or appropriate to (i) comply with any legal obligation,



report unlawful activity, cooperate with law enforcement, protect against legal liability, or bring legal action in the event of a violation of our contracts, terms, or policies, (iii) protect and defend our rights, property, personnel, suppliers, sponsors, agents or licensors, or (iv) protect the personal safety or rights of users of our Services or the public. We may use and share personal and other Collected Information in order to investigate, prevent, and take action regarding illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person, violations of CyberGrants' terms, and as otherwise required by law.

- **Business Transfers** – Circumstances may arise where CyberGrants decides to sell, buy, merge, or otherwise reorganize our company. Collected Information may be transferred or otherwise disclosed to the successor of the transaction in the event of a corporate sale, merger, reorganization, dissolution, change of control, or similar event, or if assets sold include our agreements with our customers.

## Third-Party Websites, Social Media, and Outside Services

Our Services may contain links to or be linked to websites, products, and services, including social media sites such as Facebook and Twitter, not maintained or controlled by CyberGrants. Those third-party websites may place cookies or other tracking technologies on your computer or personal device. Information collected by third-party websites is governed by their privacy practices, not this Privacy Policy. You should read the privacy policy for each website that you visit. We are not responsible for the privacy policies or practices of any third parties or third-party websites, including how they collect, use, disclose, distribute, or maintain information.

We are not responsible for protecting any User-Generated Content you post on our Services or on social media web pages associated with CyberGrants. Any User-Generated Content you post on our Services or associated social media pages is unprotected and may be viewed by anyone with access to the applicable website or service, including, but not limited to, Client(s), Authorized Users, and other users of our Services.

User-Generated Content published on our Services or associated social media sites may also appear in search engine results (such as Yahoo!, MSN, Google, and other search engines) and in the cache of those feeds, and third-party websites pursuant to cobranding agreements. We have no control over the removal of User-Generated Content that appears on websites not controlled by CyberGrants, with the responsibility of the search engines, third-party websites, and RSS web feed resources.



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You acknowledge and agree that CyberGrants is not liable for the information published in search results or by any third party website that carries any User-Generated Content or personal information published on our sites or associated social media sites.

## Choice/Opt-Out

We communicate with Authorized Users on a periodic basis via email or phone to resolve or investigate customer service issues. We may also use Authorized User email addresses to confirm your philanthropic activity and to send notices and other disclosures as required by law. Authorized Users can remove himself or herself as a qualified donor by first contacting the applicable Client's program manager or Human Resources department.

If you subscribe to our blog or otherwise opt-in to receive promotions or communications from us, you will need to submit your email address. We will use this information to send you blog posts and other electronic communications. We may use third-party email providers to deliver these communications to you. CyberGrants offers you control over your privacy preferences regarding promotional e-mail. You may update these preferences at any time. Please allow sufficient time for your preferences to be processed.

You may opt-out of receiving promotional e-mails from us when registering for an account by unchecking the box that asks whether you would like to receive e-mail updates about new features, products, and services.

You may unsubscribe from receiving promotional e-mails of certain types (or a companywide unsubscribe) at any time by following the unsubscribe instructions contained in the applicable email. When you receive a promotional e-mail from CyberGrants, it will contain a link that allows you to unsubscribe, however, you will continue to receive non-promotional e-mails from us, such as communications regarding the Services.

## Accessing and Correcting Personal Information

CyberGrants needs your help in keeping the personal information you have shared with us accurate and up to date. If you have a CyberGrants account, you may, depending on the type of account, be able to update yourself online by logging into your CyberGrants account.

CyberGrants is primarily a data processor and not authorized by our clients (the data controller) to correct, modify, or remove your Personal Information without a client's consent. If you are an Authorized User, please first contact the applicable Client's program manager or Human Resource department to request to correct, modify, or remove



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your personal information from the CyberGrants Services. If the Client is unable to help with your request, please contact us at [cgsupport@cybergrants.com](mailto:cgsupport@cybergrants.com) or [privacy@cybergrants.com](mailto:privacy@cybergrants.com).

## Children's Privacy

Our Sites and other Services are not directed at children under the age of 13. CyberGrants does not knowingly collect or use information from children under the age of 13 through the Services.

## Access from Outside the United States

If you are accessing or using our Services from outside the United States, please be aware that Collected Information may be transferred to, stored in, and processed in the United States (where our and our service providers' servers and databases are located and operated). The data protection and related laws and regulations of the United States might not be as comprehensive as those in the country from which you are accessing the Services.

## Important Notices to Non-U.S. Residents/EU-U.S. Privacy Shield Certification/Swiss-U.S. Privacy Shield Certification

CyberGrants complies with the EU-U.S. and Swiss-U.S. Privacy Shield Frameworks as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of personal information transferred from European Union member countries, the United Kingdom and Switzerland to the United States, respectively, in reliance on Privacy Shield. CyberGrants has certified to the Department of Commerce that it adheres to the Privacy Shield Principles with respect to such information. If there is any conflict between the policies in this privacy policy and the Privacy Shield Principles, the Privacy Shield Principles shall govern. To learn more about the Privacy Shield program, and to view our certification page, please visit <https://www.privacyshield.gov>.

To adhere and comply with Privacy Shield principles and requirements, CyberGrants is providing information and notice:

- The types of personal information collected are described above under the section entitled, "Information We Collect."



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- CyberGrants does not disclose personal information to subsidiaries or third parties; however, personal information is backed up and stored at an offsite location with third-party vendors, Navisite, LLC, located in Andover, MA, and Access, located in Peabody, MA, who lawfully cannot access the data, as the data is stored in an obfuscated manner with encryptions and other protections. The third-party vendor has agreed with CyberGrants not to transfer any data to another party, vendor, or organization.
- You have a right to access your personal information. Please first contact the client's program manager or your employer's Human Resource Department to inquire about access to your personal information provided to CyberGrants.
- You have the right to opt out of having your personal information collected by CyberGrants. Please follow the instructions under the Accessing and Correcting Personal Information section above.
- You have the right to be notified if the information you disclosed is to be disclosed to a new third party or to be used in a materially different purpose other than originally collected. You will be notified by CyberGrants through your employer or through the Terms and Conditions on the CyberGrants website.
- CyberGrants is subject to the enforcement powers of the Federal Trade Commission.
- CyberGrants is required to disclose personal information in response to lawful requests by public authorities, including, but not limited to, meeting national security or law enforcement requirements.
- CyberGrants is liable in cases of onward transfer to third parties, except for cases of unlawful misconduct by unauthorized users or intentional violation of CyberGrants contractual agreements.
- CyberGrants standard Services does not require the collection of sensitive information, which includes: medical, health conditions, race, ethnic origin, political opinion, religious or philosophical beliefs, trade union membership, or sex life. Collection of sensitive information is only based on a Client's request (the Data Controller) for a specialized program. If such sensitive information is ever collected, you must express affirmative consent to opt in for use of that sensitive information if that information is to be disclosed to third parties or used for purposes other than those originally collected.
- CyberGrants takes reasonable and appropriate measures to protect personal information from Looking to schedule a demo? unauthorized access, disclosure, alteration, and destruction by taking into due account the risks involved in the processing and the nature of the personal information.





- CyberGrants only processes personal information that is compatible for CyberGrants' general purpose for processing.
- CyberGrants retains personal information only for as long as it serves its purpose for processing as outlined in this Privacy Policy. For personal information that we process on behalf of our clients, we will retain that personal information in accordance with the terms of our agreement with each client, subject to applicable law.
- You have the right to access your personal information and be able to correct, amend, or delete the information when it is inaccurate or processed in violation of the Principles, except where the burden or expense of providing such access would be disproportionate to the risks of the individual's privacy or the other person's rights would be violated. CyberGrants will expeditiously respond to your complaints. First, contact the Client's program manager or your employers' Human Resources Department to access, amend, or remove your personal information or any other complaint regarding your personal information. If your employer does not respond within an expedient timeframe, then CyberGrants will respond and attempt to resolve your complaint.

It is important to note that the CyberGrants sites and our servers are operated in the United States. If you are located outside of the United States, please be aware that any personal information you provide to us will be transferred to the United States. The Client or your employer is the data controller and CyberGrants is the data processor. The data controller determines the purpose and means of processing the personal data. CyberGrants then collects, records, organizes, stores, and adapts the personal data to interact with CyberGrants Software and Services. By using the CyberGrants' Services and by providing us personal information in any manner, you consent to this transfer and our use of the information and data provided by you in accordance with this Privacy Policy except in the case of data transfers from the European Union, the United Kingdom and Switzerland, which are covered under the EU-U.S. and Swiss-U.S. Privacy Shield Frameworks.

In compliance with the Privacy Shield Principles, CyberGrants commits to resolve complaints about your privacy and our collection or use of your personal information. European Union, United Kingdom, or Swiss individuals with inquiries or complaints regarding this privacy policy should first contact us at: [Privacy@cybergm.com](mailto:Privacy@cybergm.com)

We will investigate your question, respond to your inquiry, and attempt to resolve any concerns. Looking to schedule a demo?

privacy question. Cyber Grants has further committed to refer unresolved privacy complaints under the Privacy

Shield Principles to BBB EU PRIVACY SHIELD, a non-profit alternative dispute resolution provider located in the United States and operated by the Council of Better Business Bureaus. If you do not receive timely



acknowledgment of your complaint, or if your complaint is not satisfactorily addressed, please visit <http://www.bbb.org/EU-privacy-shield/for-eu-consumers> for more information and to file a complaint.

For residual complaints not resolved through these channels, under certain conditions, to invoke binding arbitration before a Privacy Shield Panel, pursuant to Annex I of the Framework.

CyberGrants will expeditiously respond to your complaints regarding human resources data. First contact your employers' Human Resources Department to access, amend, or remove your personal information or any other complaint regarding your personal information. If your employer does not respond within an expedient timeframe, then CyberGrants will respond and attempt to resolve your complaint. With respect to complaints involving human resources data collected in the context of the employment relationship, CyberGrants commits to cooperate with the panel established by the EU data protection authorities (DPAs) and the Swiss FDPIC and to comply with their advice.

## Important Notices for EU General Data Protection Regulation (GDPR)

CyberGrants has updated internal policies to align with EU General Data Protection Regulation (GDPR). Please visit our policy statement located here [EU General Data Protection Regulation \(GDPR\)](#).

## Security

To view our security measures please see our Security Statement, which is incorporated into this Privacy Policy.

We use SSL (Secure Sockets Layer). This measure of protection is used by many electronic commerce sites and online banks to protect personal and financial information.

CyberGrants will not retain your personal data longer than is necessary to fulfill the purposes for which it was collected or as required or permitted by applicable laws or regulations. For personal information that we provide on behalf of our clients, we will retain that personal information in accordance with the terms of our agreement with each client, subject to applicable law.

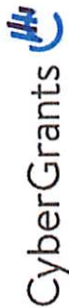
If you become aware of any breach of Service security or this Privacy Policy, please notify us immediately at [privacy@cybergrants.com](mailto:privacy@cybergrants.com). If our security system is breached, we will notify you of the breach only if and to the extent required under applicable law.



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## Contact Us: Inquiries, Access, and Updating Your Personal Data

Questions regarding this Privacy Policy or CyberGrants' information practices should be directed to the CyberGrants Privacy Officer at [privacy@cybergrants.com](mailto:privacy@cybergrants.com), by calling 978-824-0300, or by mailing CyberGrants LLC, 300 Brickstone Square, Suite 601, Andover, MA 01810.



Contact Us    Terms    Privacy Policy    GDPR  
Security Statement



Also of Interest:    disbursements    grants management    employee giving

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### Instructions for generating a US Governmental Entity attestation letter:

1. Letter must be presented on official organization letterhead
2. Letter must include the full legal name, address, and FEDERAL (not state) EIN
3. Letter must be signed by an authorized representative
4. Letter must be dated within 180 days at the time of submission

### Government Information Letters

An IRS generated 4076c "Government Information Letter" may also be submitted as proof of tax exempt status. Authorized representatives can request a governmental information letter by calling the IRS at 877-829-5500. More information can also be found on the IRS website:

<https://www.irs.gov/government-entities/federal-state-local-governments/governmental-information-letter>

*[TO BE PRINTED ON ORGANIZATION'S LETTERHEAD]*

{Current Date}

{Organization Legal Name}

{Organization Address}

{Organization City}, {Organization State} {Organization ZIP}

Federal EIN: {Organization Tax ID}

As an officer of {Organization Name}, I hereby certify we are a political subdivision of {the United States / insert State/Territory name} and should therefore be considered an eligible equivalent tax-exempt entity as defined in Section 170(c)(1) of the United States Internal Revenue Code of 1986.

Please contact me if you need additional information regarding my organization's classification as a public charity.

Sincerely yours,

{Officer Name}

{Officer Title}

{Officer Email}

{Officer Telephone}



**CONSENT ITEM:**

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**DATE:** December 21, 2021

**FROM:** Howell/Martinez

**ITEM:** Action Item:

Discussion and possible action to direct City Manager to reach out to the Outlet Mall for consideration in setting up electric vehicle (EV) recharging stations (I.E. Tesla Charging Stations). These recharging stations may be used to charge electric cars while shoppers go about shopping at the Rio Grande Valley Premium Outlets.

Howell/Martinez

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**BACKGROUND INFORMATION:**

The City Mercedes supports green initiatives and recycling efforts. Just like the recycling of Christmas trees to be converted to mulch is being planned for early next year, working with the Rio Grande Valley Premium Outlets in setting up electric car recharging stations is another example of supporting green initiatives.

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

**ALTERNATIVES/OPTIONS:** N/A

**FISCAL IMPACT:** N/A

**LEGAL REVIEW:** Martie Vela-Garcia

**ATTACHMENTS:** N/A

**DRAFT MOTION:**

CONSENT ITEM :

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**DATE:** December 15, 2021

**FROM:** Howell/Martinez

**ITEM:** Action Item:

Discussion and possible action to direct City Manager to coordinate with Waste Connections to setup a location for the recycling of Christmas Trees.

The City can convert the Christmas trees into mulch to be used across city parks and grounds.

Howell/Martinez

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**BACKGROUND INFORMATION:**

The City supports going green initiatives and recycling efforts. The recycling of Christmas trees by converting them to mulch is an example of the city not just filling the landfill with items that can be converted to benefit the environment.

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

**ALTERNATIVES/OPTIONS:** N/A

**FISCAL IMPACT:** N/A

**LEGAL REVIEW:** Martie Vela-Garcia

**ATTACHMENTS:** N/A

**DRAFT MOTION:**

CONSENT ITEM :

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**DATE:** December 14, 2021

**FROM:** Howell/Martinez

**ITEM:** Action Item:

Discussion and possible action to direct City Manager to work with our School Superintendent to develop Programs and Practices to Prevent School Violence.

This is to include:

- Threat Assessments—reporting of students exhibiting some sort of threatening or concerning behavior.
- Zero Tolerance Policies—addressing disruptive or violent students.
- Target Hardening-making a school building a more difficult or unattractive target for violence.
- School based violence prevention programs.

Howell/Martinez

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**BACKGROUND INFORMATION:**

Recent events have shown students are acting in a violent manner with threats and concerning behavior that has caused disruptions to our local school. As a community we do not need to wait to act on preventing a major incident that may involve harm to any of our students.

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

**ALTERNATIVES/OPTIONS:** N/A

**FISCAL IMPACT:** N/A

**LEGAL REVIEW:** Martie Vela-Garcia

**ATTACHMENTS:** N/A

**DRAFT MOTION:**



Agenda Items  
City Regular Meeting December 21, 2021

8C 1. Discussion and possible action as per City Charter Section 3.03 (City Manager Designate), Section 3.04 appoint administrative officers, Subject to approval by City Commission.  
Assistant City Manager.

8H 2. Discussion and possible action as per City Charter Section 3.03 (City Manager Designate), Section 3.04 appoint administrative officers, Subject to approval by City Commission.  
Police Chief appointment (New PD Chief)

Commissioner P1 4

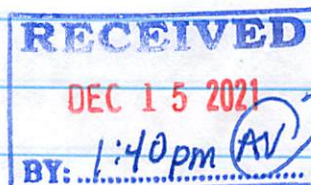
Jose M. Gomez

Joe M. Gomez

Commissioner P1 2

Leonel Benavidez

WB



alters the duties of the City Manager as set out in this Charter.

### **ARTICLE III**

#### **CITY MANAGER**

##### **SECTION 3.01 APPOINTMENT, QUALIFICATIONS, AND COMPENSATION:**

The City Commission shall appoint a City Manager and fix his compensation. He shall be chosen by the City Commission solely on the basis of executive and administrative training, experience, and ability. The City Commission may in its discretion offer an employment contract to the City Manager at any time and on such terms as the City Commission shall deem proper. In absence of a contract, the City Manager shall hold office at the will of the City Commission. No member of the City Commission shall, during the time for which he is elected, and for two years thereafter, be appointed City Manager.

##### **SECTION 3.03 ACTING CITY MANAGER:**

By letter filed with the City Secretary, the City Manager shall designate, subject to approval of the City Commission, a qualified City administrative officer to exercise the powers and perform the duties of City Manager during his temporary absence or disability. During such absence or disability, the City Commission may revoke such designation at any time and appoint another officer of the City to serve until the City Manager shall return or his disability shall cease.

##### **SECTION 3.04 POWERS AND DUTIES OF THE CITY MANAGER:**

The City Manager shall be the chief administrative office of the City. He shall be responsible to the City Commission for the administration of all City affairs placed in his charge by or under this Charter. He shall have the following powers and duties:

He shall appoint and, when he deems it necessary for the good of the service, suspend or remove all City employees and appointive administrative officers provided for by or under this Charter, except as otherwise provided by law, this Charter or personnel rules adopted pursuant to this charter. He may authorize any administrative officer who is subject to his direction and supervision to exercise these powers with respect to subordinates in that officer's department, office or agency.

He shall direct and supervise the administration of all departments, offices and agencies of the City, except as otherwise provided by this Charter or by law.

He shall attend all City Commission meetings and shall have the right to take part in discussion but may not vote.

He shall see that all laws, provisions of this Charter and acts of the City Commission, subject to enforcement by him or by officers subject to his direction and supervisions, are faithfully executed.

He shall prepare and submit the annual budget and capital program to the City Commission.

He shall submit to the City Commission and make available to the public a complete report on the finances and administrative activities of the City as of the end of each fiscal year.

He shall make such other reports as the City Commission may require concerning the operations of City departments, offices and agencies subject to his direction and supervision.

He shall keep the City Commission fully advised as to the financial condition and future needs of the City and make such recommendations to the City Commission concerning the affairs of the City as he deems desirable.

He shall perform such other duties as are specified in this Charter or may be required by the City Commission.

#### **ARTICLE IV ADMINISTRATIVE DEPARTMENTS**

##### **SECTION 4.01 GENERAL PROVISIONS:**

###### **(A.) CREATION OF DEPARTMENTS**

The City Commission may establish City departments, offices or agencies in addition to those created by this Charter and may prescribe the functions of all departments, offices and agencies, except that no function assigned by this Charter to a particular department, office or agency may be discontinued or, unless this Charter specifically so provides, assigned to any other.

###### **(B.) DIRECTION BY CITY MANAGER**

All departments, offices and agencies under the direction and supervision of the City Manager shall be administered by an officer appointed by and subject to the direction and supervision of the City Manager. With the consent of the City Commission, the City Manager may serve as the head of one or more such departments, offices or agencies or may appoint one person as the head of two or more of them.

###### **(C.) EVALUATIONS**

The City Commission will evaluate all contractual agreements for professional services one year from the date of the contract executions, and annually thereafter. Contract renewals are subject to City Commission evaluation of performance.

##### **SECTION 4.02 PERSONNEL SYSTEM:**

###### **(A.) MERIT PRINCIPLE**

All appointments and promotions of City officers and employees shall be made solely on the basis of merit and fitness demonstrated by examination or other evidence of competence.

###### **(B.) PERSONNEL DIRECTOR**

There shall be a personnel director, appointed by the City Manager as provided in Section 4.01, who shall administer the personnel system of the City.

###### **(C.) PERSONNEL RULES**

The personnel director shall prepare personnel rules. When approved by the City Manager, the rules shall be proposed to the City Commission, and the City Commission may by ordinance adopt them with or without amendment. These rules shall provide for:

1. The classification of all City positions, based on the duties, authority and responsibility of each position, with adequate provision of reclassification of any position whenever warranted by changed circumstances;



**CONSENT ITEM : YES**

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**DATE:** December 21, 2021**FROM:** Commissioner Leonel Benavidez & Commissioner José M. Gomez**ITEM:** **Discussion and Possible Action on potential needs identified for the Police Department and Public Works Department.**

---

**BACKGROUND INFORMATION:** On the 9<sup>th</sup> of December a walk through of the PD and Public Works facilities was conducted with the approval of management. The Police Chief offered to accompany and provided information on confined office structure and some equipment scheduled for repair. **Discussion and consideration on the status of needs met as per the needs assessment for the Police Department.**

In the public works department noticed backhoe being repaired and upon inquiring parts delay with the sweeper also down. The newer vac truck was not in use, upon inquiring it is only used when there is a work order in place for it. **Discussion and consideration on all Public Work units currently needing repair, projected repair timeline and status of needs met as per the needs assessment for public works.**

**BOARD REVIEW/CITIZEN FEEDBACK:** N/A**ALTERNATIVES/OPTIONS:** N/A**FISCAL IMPACT:** N/A**Finance Review by:** Nereida Perez, Finance Director**LEGAL REVIEW:** M. G. Vela**ATTACHMENTS:**

- Updated Needs Assessment list

**DRAFT MOTION:**

**CONSENT ITEM : YES**

---

**DATE:** December 21, 2021**FROM:** Commissioner Leonel Benavidez & Commissioner José M. Gomez**ITEM:** **Discussion and Possible Action to create policy and procedures pertaining to the City Attorney duty and responsibilities.**

**BACKGROUND INFORMATION:** Per City Charter, the City of Mercedes legal officer serves as chief legal adviser to the City Commission, City Manager and all City Departments, offices and agencies. The City Attorney represents the City in all legal proceedings and shall perform any other duties prescribed in the Charter or ordinance.

On this item we request to discuss and consider a policy and procedure that would serve in the best interest of the City of Mercedes accordingly pertaining to the duties and responsibilities of the City Attorney.

**BOARD REVIEW/CITIZEN FEEDBACK:** N/A**ALTERNATIVES/OPTIONS:** N/A**FISCAL IMPACT:** N/A**Finance Review by:** Nereida Perez, Finance Director**LEGAL REVIEW:** M. G. Vela**ATTACHMENTS:****DRAFT MOTION:**



# YOU AND YOUR CITY ATTORNEY

## 11 TIPS TO GET THE MOST OUT OF THE PARTNERSHIP

By **Sarah Abbott**, Attorney, and  
**J. David Reed**, Founder  
J. David Reed, PC, Colorado

If the term "city attorney" makes your eyes glaze over, we get it. You may think that the less you have to work with an attorney, the better. But the reality is that if you are an elected official or a city staff member, a city attorney has specific knowledge and expertise that can help you and your city or town in ways you probably do not even realize.

It is up to you how your attorney can best serve the city – how and when you involve him or her on projects, how often you ask for advice, how you use that advice, and how often you just ask questions. Your attorney is there to answer your questions, either directly or through research or consultation with other city colleagues, or a combination of both. Ultimately, your attorney is a member of your city team and a valuable resource.

Here are 11 tips for working effectively with your city attorney, and getting the most out of the relationship.

### **1. Remember: The City Is the Client**

First things first: A city attorney does not represent any individual councilmember or staff member. Instead, he or she represents the actual city through its governing body. This means that even though your attorney may interact with councilmembers and staff members on a regular basis, the advice he or she gives to those individuals is always intended to protect the client – in this case, the city as a whole.

What does that mean for you? Understanding this distinction is important – your city attorney is not your personal



attorney. Still, since your city attorney is tasked with protecting the city, by extension his or her advice to you with respect to your role can help you make decisions in a lawful way. Your city attorney can be a resource to help you better perform your duties.

## 2. Use Your Attorney as an Advisor

So, what does a city attorney actually do? Services might include imparting legal advice, attending council meetings, and participating in litigation.

A staff member or elected official may ask the attorney to weigh in on a specific issue. The breadth of issues affecting cities is immense, so the attorney may provide this advice immediately or may need to perform research and analysis before giving an informed opinion. Often, your attorney will provide the advice in the form of a confidential memorandum protected by the attorney – client privilege that can be saved for later use and reference.

For example, let's say your council or board has a question about the process for conducting an election. Your attorney likely would perform research and provide advice on this process to the council, but he or she also may choose to reduce that opinion to writing. At a subsequent election, referring to this memorandum can be a boon to the city. It conserves resources by reducing duplicate work, helps to ensure that processes are applied consistently over time, provides guidance to new attorneys, and even gives historical context on the facts and analysis applied at one point in time.

At times, your attorney also may give unsolicited advice. If he or she notices or hears about a specific issue that raises concern, he or she will likely address the issue with the appropriate person. Solicited or unsolicited, the goal in imparting any type of advice is always to protect the city from legal missteps.

## 3. Know That It Is Advice, Not an Obligation

It is also important to understand that the advice is just that – advice. Both officials and staff may use their discretion and choose not to follow that advice. In some instances, despite legal risk, council or staff members may decide to make policy decisions that do not align with the path that legally protects the city best. Ultimately, decisions are up to the elected officials or staff, depending on the nature of the issue.

While your city attorney may influence your decision based upon the legal advice received, he or she is not a decision maker, only a resource to you in making the decisions that, by law, only you can make.

Perhaps your attorney provides strategic advice to council on a litigation matter. Despite potential exposure for the city, the council may decide to take a path

that results in a better political outcome for various reasons. Or maybe your city is considering an ordinance regulating payday lenders within its boundaries. In this case, your attorney would advise you as to the relationship between state law and possible federal regulations, and your city may or may not choose to move forward with the ordinance based on that information.

## 4. Work with Different Attorneys for Different Needs...

On that note, it is your attorney's role to participate as much or as little as the city staff and elected officials need. This involvement can vary widely depending on your city's resources and staffing levels.

For example, if you serve a large city with multiple staff attorneys, you may expect to hear from one regarding lit-

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igation matters, another for land use matters, and yet another for contract matters. Each attorney may focus on a single area with the ultimate goal of protecting the city in that area.

### **5. Depending on Your City's Resources**

On the other hand, if you work with a small city, you may have only one attorney on staff. In this case, the manager of the city will dictate how to prioritize your attorney's time.

Many smaller cities exclusively use outside counsel or a combination of staff and outside counsel. That may be because the city does not have enough legal work to employ a full-time attorney, or because the city prefers to use a firm so that it has access to multiple attorneys with various levels of experience and billing rates.

Either way, the city attorney's role and responsibilities are the same: advising staff and elected officials on legal issues; keeping elected officials apprised of the latest developments in city law and legislation; attending council meetings and other boards and commission meetings; and participating in litigation, if necessary.

You can expect to use your outside counsel just as you would a staff attorney — the only difference is how the attorney is paid.

### **6. Give Your Attorney Plenty of Lead Time**

Like most people, your city attorney is juggling many projects, meetings, and other obligations, which means he or she may not always be able to respond as quickly as you would like.

The more lead time you can give your attorney for work that you need, the more likely it is that he or she will be able to complete it within your deadline. Practice a little triage with your legal projects or issues by assessing their priority in terms of time and matter sensitivity.

It is to your benefit to communicate your needs and your deadline clearly. You should ask your attorney whether this deadline is realistic and, if not, work with your attorney to come up with a plan.

Your attorney is dedicated to protecting the interests of the city. If after-hours or weekend time is required to do that, you should be able to count on him or her to be there.

The focus here should be on teamwork. Include your attorney as part of the project's team to ensure that you have what you need when you need it. Additionally, involving your attorney at each step means he or she can address any unforeseen legal issues early in the process.

### **7. Invite Your Attorney to Relevant Meetings**

Your attorney may attend all council meetings to provide input in case an unforeseen legal question arises. If your agenda includes an executive session for the purpose of receiving legal advice, your attorney will also attend that meeting to offer input on the relevant issues. In a more general sense, it is important, if feasible, that your attorney attend council meetings so that he or she stays apprised of issues affecting the city. Given the opportunity to witness discussion among elected officials and staff, as well as public comments, your attorney can respond to those issues more competently and efficiently.

When necessary, the city attorney also may be invited to attend staff meetings and other boards and commissions meetings where he or she can discuss ongoing issues and projects, iron out contract terms, or brainstorm options related to a particular issue. You can save time by including your city attorney in these meetings because he or she will bring a legal perspective to the initial discussions that may help ward off potential issues in the long run.

If you are unsure whether a meeting is one that your attorney needs to attend, just ask. Involving your attorney early on will help to establish a plan for your attorney's participation, which can also help set expectations and conserve resources. You may be able to work out an arrangement where an attorney attends certain regular meetings, attends all meetings concerning a specific project, or only participates in an as-needed basis.

### **8. Work Together Closely on Litigation Matters**

When it comes to litigation, cities vary in their staffing choices. As mentioned, a large city may have staff attorneys devoted to litigation matters, both enforcing the city code and any other litigation in which the city becomes involved. On the other hand, a city may choose to have a staff attorney handle city code enforcement but outsource larger litigation matters to outside special litigation counsel.

In either case, the attorney will need to consult with staff and elected officials to gather information, participate in the discovery process, draft pleadings, and advise staff and council on strategy and potential outcomes. Particularly during the fact-finding and discovery process, your attorney will need to work closely with staff to gather the relevant information and analyze the issues at hand. Your attorney will also involve the elected officials when discussing different litigation strategies, seeking direction on how to proceed.

All communications with your city attorney that are related

to the city's representation, whether verbal or written, are considered privileged and confidential. To protect that privilege, you should never discuss the contents of those communications with anyone other than staff and elected officials unless instructed otherwise by your attorney.

#### 9. Look to Previous Records for Precedent

Your attorney may be on staff or retained as outside counsel while elected officials and staff experience turnover, whether due to term limits or normal staffing changes. In this way, the city attorney can be a resource of historical information to bridge information gaps between changes in personnel. Your attorney's institutional knowledge is invaluable. If he or she has provided advice in the form of a confidential memorandum, as mentioned earlier, this written record can save time and resources as new officials cycle into office.

Similarly, if your city changes legal counsel, the new attorney will still have access to these interpretations and analyses of previous counsel. This written record can save significant time and resources.

#### 10. Use Your Attorney as a Go-Between

Your city attorney can serve as a liaison between staff, elected officials, and other government entities. In this role, he or she may be able to bridge communications between various parties and entities, facilitating more efficient negotiations or gaining a perspective that would otherwise be difficult to obtain. In negotiations between a city and other governmental entities, the respective elected officials of each entity may give direction to their legal counsel as to the desired outcome and leave it to the attorneys to accomplish the result.

Because your attorney has a duty to maintain attorney-client confidentiality, often you may be able to speak to your attorney in confidence without risk of the conversation becoming pub-

lic. As a result, you have access to advice without the potential for adverse public repercussions.

For example, say you are an elected official and note an item on your upcoming agenda involving an issue that you do not quite understand, need clarification on, or generally have questions about. You may call your city attorney ahead of time to address some of these issues so that you do not have to ask them in a public setting or convene an executive session for the purpose of receiving legal advice.

Or perhaps you notice an item on the agenda and believe you may have a conflict of interest if you participate in a vote on it. You might discuss this possibility with your city attorney in advance of the meeting so that you are not put in an awkward position if you have to make

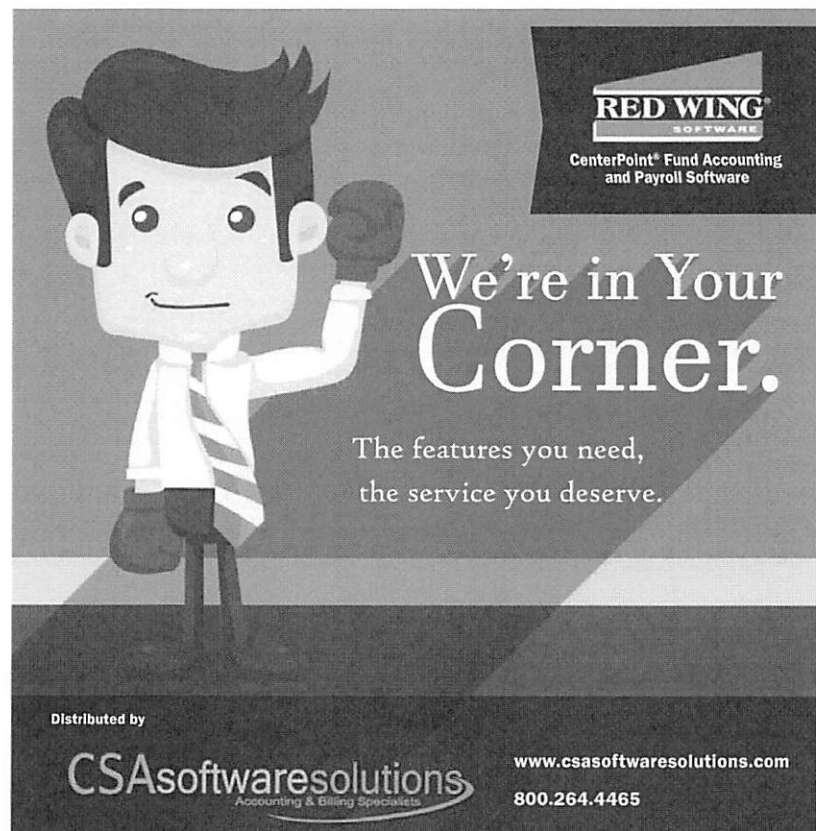
this call during the public meeting.

#### 11. Stay Up to Date on Changes in City Law

Your attorney can be a resource for addressing changing practices and laws affecting cities.

Your attorney is obligated to participate in continuing legal education, but he or she may also attend conferences specific to city issues, such as those hosted by the Texas Municipal League or Texas City Attorneys Association. Through these events, your attorney gains access to other city attorneys and other practices of cities, which he or she can bring back to your city to consider.

*This article first appeared in the December 2017 issue of Colorado Cities, published by the Colorado Municipal League. ★*



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For your review, we have attached the Bi-Annual Interlocal Agreement 2022-2024, Between the Rio Grande Valley 9-1-1 and the City of Alamo, Police Department For 9-1-1 Service.

This Interlocal Agreement will need to be signed and dated before our scheduled pick-up on **Tuesday, December 28, 2021.**

Should you have any questions regarding this document, please feel free to contact our office:

Executive Director - Manuel Cruz  
956-2794130

Director - Randall Snyder  
956-638-1036

**INTERLOCAL AGREEMENT 2022-24 BETWEEN  
THE RIO GRANDE VALLEY 9-1-1 AND  
THE CITY OF MERCEDES POLICE DEPARTMENT  
FOR 9-1-1 SERVICE**

**SECTION 1: PARTIES AND PURPOSE**

- 1.1 The Rio Grande Valley Communication District (known as "RGV 9-1-1") is a regional emergency communications authority and a political subdivision of the State of Texas organized under the Texas Health and Safety Code, Chapter 772, Subchapter H, through the passage of resolutions by County Commissioners Courts and City Councils within the District's service area encompassing Hidalgo and Willacy Counties.
- 1.2 The City of Mercedes (hereinafter "Public Agency") is a local government that operates a Public Safety Answering Point ("PSAP") that participates in the RGV 9-1-1.
- 1.3 This Interlocal Agreement is entered into between the Rio Grande Valley Communication District and Public Agency under Texas Government Code Chapter 791 so that the Rio Grande Valley Communication District can operate and maintain the system utilized for the provision of 9-1-1 emergency communication services. For purposes of carrying out the Rio Grande Valley Communication District duties and obligations under this agreement, the parties understand and agree that references to the Rio Grande Valley 9-1-1 include its employees, telecommunicators, directors, officers, agents, and their representatives individually, officially, and collectively.

**SECTION 2: RIGHTS AND DUTIES OF THE PUBLIC AGENCY**

The Public Agency that operates Public Safety Answering Points (PSAP) agree:

**2.1 FINANCIAL/INSURANCE**

- 2.1.1 Reimburse the Rio Grande Valley Communication District for damage to 9-1-1 equipment caused by intentional misconduct, abuse, misuse, or negligence by Public Agency employees or other persons granted access to the PSAP. This provision does not include ordinary wear and tear of day-to-day use of the equipment.
- 2.1.2 The Rio Grande Valley 9-1-1 may seek reimbursement of 9-1-1 funds if 9-1-1 funding were used in noncompliance with Applicable Law.
- 2.1.3 Such reimbursement of 9-1-1 Funds to the Rio Grande Valley Communication District, as applicable, shall be made by the Public Agency within 60 days after demand by the Rio Grande Valley Communication District unless an alternative repayment plan is approved by the Rio Grande Valley Communication District.

**2.2 EQUIPMENT AND INVENTORY**

- 2.2.1 The Rio Grande Valley Communication District shall maintain a current inventory of all 9-1-1 equipment consistent with Applicable Law and shall provide a copy to the Public Agency for insurance purposes (refer to Attachment A).

- 2.2.2 All 9-1-1 equipment shall be tagged with identification labels.
- 2.2.3 Report any lost, stolen, or nonfunctioning equipment in writing to the Rio Grande Valley 9-1-1 immediately upon discovery.
- 2.2.4 Notify the Rio Grande Valley 9-1-1 in writing 30 days in advance of disposition of equipment due to obsolescence, failure, or other planned replacement.

## **2.3 SECURITY**

- 2.3.1 Protect all the Rio Grande Valley 9-1-1 provided equipment by implementing measures that secure the premises (including equipment/back room) of its PSAP against unauthorized entrance or use.
- 2.3.2 Operate within local standard operating procedures and take appropriate security measures as may be necessary to ensure that non-approved third-party software applications cannot be integrated into the PSAPs Call Handling Equipment or workstations.
- 2.3.3 Refrain from attaching or integrating any hardware device (i.e., external storage devices) or software application without the prior written approval of the Rio Grande Valley 9-1-1. Further, no unauthorized person shall configure, manipulate, or modify any hardware device or software application. Such authority can only be granted by the Rio Grande Valley 9- 1-1.
- 2.3.4 Adhere to Health and Safety Code, Section 772.002(C), Confidentiality of Information.
- 2.3.5 The Rio Grande Valley ensures section 5.2 CJIS Security Awareness Training requirements in the CJIS Security Policy are met. The Rio Grande Valley 9-1-1 Administrators shall document, maintain, and keep current a Level Four Security. These personnel have unescorted access to a physically secure location. <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>
- 2.3.6 Allow 24-hours access to the 9-1-1 equipment for audits, repairs, and maintenance services, as required or needed by the Rio Grande Valley 9-1-1 Administrators.
- 2.3.7 The Public Agency shall provide (2) two access cards OR (1) one physical key to maintaining the 24-hour access compliance. Failure to do so may result in ineligibility by the Rio Grande Valley 9-1-1.

## **2.4 MAINTENANCE**

- 2.4.1 Ensure areas, where the Rio Grande Valley 9-1-1 equipment is installed are clean, clear of clutter, and allows for unobstructed access by the Rio Grande Valley 9-1-1 Administrators.
- 2.4.2 Whenever possible, provide at least a two-week notice in writing to the Rio Grande Valley 9-1-1 PSAP regarding any maintenance that could adversely affect 9-1-1 operations.
- 2.4.3 Provide at least a 48-hour notice in writing to the Rio Grande Valley 9-1-1 before work commencing on any scheduled maintenance on commercial power backup generators.
- 2.4.4 Notify the Rio Grande Valley 9-1-1 of technical issues immediately upon discovery. The Public Agency will utilize one of the following methods:
  - a. Via telephone by calling (956) 682-3481 and/or email to [helpdesk@lrgvdc911.org](mailto:helpdesk@lrgvdc911.org)
  - b. Calling WSC (800) 414-2738 and/or email [9-1-1@wscicom.com](mailto:9-1-1@wscicom.com)



- 2.4.5 The Rio Grande Valley 9-1-1 test generators automatically every month and conduct a load test at least once a year, to ensure that all the Rio Grande Valley 9-1-1 equipment remains functional.

## **2.5 TRAINING**

- 2.5.1 Provide telecommunicators access to emergency communications equipment training as approved by the Rio Grande Valley training staff, or as determined by the Public Agency.
- 2.5.2 Notify the Rio Grande Valley 9-1-1 in writing or email of any new 9-1-1 telecommunicator by listing their full name, date of hire, and PID#.
- 2.5.3 New telecommunicators shall schedule a Power 9-1-1 training within 120 days of their hire date. If a PSAP chooses to train its personnel, a copy of the agency's approved Learning Objectives and Lesson Plan must be provided to the Rio Grande Valley 9-1-1.
- 2.5.4 Ensure that 9-1-1 telecommunicators meet minimum training requirements as listed in the Telecommunicators Proficiency Chart from TCOLE.
- 2.5.5 Ensure that all telecommunicators abide by the TCOLE mandated rules and regulations for telecommunicator certification and/or licensing requirements.
- 2.5.6 Schedule telecommunicators to receive 9-1-1 equipment training within 120 days of his/her hire date.
- 2.5.7 Ensure that 9-1-1 PSAP Supervisors/Managers (or designee) attend the Board of Managers Meetings. The Rio Grande Valley 9-1-1 offers at least four quarterly meetings per year and a minimum attendance of three meetings per year are required for each PSAP.
- 2.5.8 Ensure PSAP Telecommunicators, Training Coordinators, Supervisors/Managers, and other essential personnel identified by the Supervisor/Manager attend mandatory training associated with the implementation of new technology. This training is generally scheduled for specific dates and times.
- 2.5.9 Ensure that all telecommunicators attend a 9-1-1 equipment and technology training refresher course every two years.

## **2.6 FACILITIES**

- 2.6.1 Meet prescribed equipment room requirements (Attachment A). Any expenses associated with this requirement are the responsibility of the Public Agency.
- 2.6.2 Public Agency shall meet minimum site requirements for backroom equipment. Most expenses associated with this are the responsibility of the Public Agency.
- 2.6.3 Ensure areas with 9-1-1 equipment maintain a temperature between 65-85 degrees Fahrenheit.
- 2.6.4 Ensure the 9-1-1 equipment room and communications area comply with the Americans with Disabilities Act of 1990.
- 2.6.5 Provide access to the Rio Grande Valley 9-1-1 staff and contracted vendors that meet CJIS requirements on a 24/7/365 basis without prior notice.

## **2.7 MONITORING/REPORTING**

- 2.7.1 The Rio Grande Valley reserve the right to perform on-site monitoring of the PSAP(s) for compliance with Applicable Law and the performance of the deliverables specified in this Agreement.
- 2.7.2 Maintain financial, statistical, and ANI/ALI records adequate to document performance, costs, and receipts under this Agreement following applicable records retention schedules. Public Agency agrees to maintain these records at Public Agency's offices and provide or make available for inspection upon request by the Rio Grande Valley 9-1-1.
- 2.7.3 Cooperate fully with all reasonable monitoring requests from the Rio Grande Valley 9-1-1 to assess and evaluate Public Agency's performance under this Agreement.

## **2.8 MEDIA RELATION**

- 2.8.1 Make every effort to communicate complete and accurate information in social media posts and/or interaction with the media, specifically as it relates to the Rio Grande Valley 9-1-1. Public Agencies must first coordinate with the Rio Grande Valley 9-1-1 before making comments on social media and/or speaking to the media regarding 9-1-1 technology and service or issues with the 9-1-1 service providers.

## **2.9 OPERATIONS**

- 2.9.1 The Public Agency must sign and submit the contingent PSAP agreement, any changes to contingent PSAPs must be approved by the Rio Grande Valley 9-1-1.
- 2.9.2 Provide a minimum of 90 days prior notice of any facility moves, adds, or changes that affect the 9-1-1 system at [helpdesk@lrgvdc911.org](mailto:helpdesk@lrgvdc911.org). Failure to do so may result in ineligibility by the Rio Grande Valley 9-1-1.
- 2.9.3 At a minimum, provide dedicated 9-1-1 License Telecommunicator(s) (TCs) to answer 9-1-1 calls 24/7/365, however, the required minimum number of TCs is based on the following:
- PSAP with one to three 9-1-1 workstations, at a minimum, must provide one TC.
  - PSAP with four to seven 9-1-1 workstations, at a minimum, must provide three TCs.
- 2.9.4 The Rio Grande Valley 9-1-1 recommends logging all TDD/TTY calls and test calls.
- 2.9.5 Notify the Rio Grande Valley 9-1-1 in writing at least 30 days prior to changing emergency services providers including medical, law enforcement, and fire.
- 2.9.6 Report discrepancies to the Rio Grande Valley 9-1-1 utilizing the tools in the dispatch mapping solution within 72 hours.
- 2.9.7 Ensure that all telecommunicators log into the 9-1-1 software at the beginning of his/her shift and logs out at the end of his/her shift.

- 2.9.8 In accordance with Texas Health and Safety Code 772.619 (c), the 9-1-1 database information is not available for public inspection and cannot be released to the public. If a Public Information request specifies 9-1-1 database information, the Rio Grande Valley 9-1-1 must be notified within three (3) business days of the Public Agency receiving the request.
- 2.9.9 Be responsible for all furniture, administrative telephones, copier machines, and administrative desktop computers provided by the Rio Grande Valley 9-1-1 located within Public Agency's operating area.
- 2.9.10 RGV 9-1-1 call recordings is a supplemental service that is provided to the public agency. The RGV 9-1-1 maintains a 90-day retention period for 9-1-1 call recordings.
- 2.9.11 9-1-1 calls are deemed a matter of public record, and The Public Information Act makes these records available to the public. Requests for copies of such calls should be directed to the agency that took the call and manages those records.
- 2.9.12 It is the responsibility of the Public Agency to maintain their present emergency dispatch services. The RGV 9-1-1 encourages the public agency to enhance its public safety call taking capabilities by encompassing all emergency services (Police, Fire, and Emergency Medical Services).

### **SECTION 3: RIGHTS AND DUTIES OF THE RIO GRANDE VALLEY 9-1-1**

#### **3.1 FINANCIAL**

- 3.1.1 Develop a budget and strategic plan to meet Public Agency needs for the establishment and operation of 9-1-1 services throughout the Rio Grande Valley 9-1-1 region, according to standards established and approved by the Board of Managers.
- 3.1.2 Provide 9-1-1 service to include 9-1-1 equipment, software, services, and other items described in the current the Rio Grande Valley 9-1-1 Strategic Plan, throughout the region as funded by emergency service fees.

#### **3.2 EQUIPMENT AND INVENTORY**

- 3.2.1 Allow Public Agency the opportunity to participate in the planning, implementation, and operation of 9-1-1 equipment.
- 3.2.2 Conduct a physical inventory of critical hardware annually and reconcile inventory periodically.

#### **3.3 TRAINING**

- 3.3.1 Offer Call Handling Equipment (CHE) training to all new telecommunicators and refresher training every two years.
- 3.3.2 Offer to license training through the Regional Telecommunicator Academy that meets or exceeds Texas Commission on Law Enforcement (TCOLE) rules and regulations.



- 3.3.3 Offer continuing education training for Intermediate, Advanced, and Master Telecommunicator Certifications as budget allows.

### **3.4 MAINTENANCE**

- 3.4.1 Practice preventative maintenance on all the Rio Grande Valley 9-1-1 owned or leased Call Handling Equipment (CHE), software, and databases including, at a minimum, backing up data, as necessary. The Rio Grande Valley 9-1-1 shall be responsible for any maintenance costs on the Rio Grande Valley 9-1-1 owned or leased equipment.

### **3.5 OPERATIONS**

- 3.5.1 Inspect contingent PSAP agreements periodically.
- 3.5.2 Implement upgrades of PSAP equipment and software, as authorized in the current annual budget, through the Rio Grande Valley 9-1-1 processes for the purchase of new equipment and software.

### **3.6 CRISIS COMMUNICATIONS**

- 3.6.1 The Rio Grande Valley Communication District will make every effort to communicate complete and accurate information to the Public Agency in a timely manner about 9-1-1 technology and services during 9-1-1 service interruptions.

## **SECTION 4: EFFECTIVE DATE AND TERM OF AGREEMENT**

- 4.1.1 This Agreement shall take effect September 1, 2021, and shall continue until August 31, 2023, unless earlier terminated under 8.1 Early Termination of Agreement.

## **SECTION 5: OWNERSHIP, TRANSFERENCE, AND DISPOSITION EQUIPMENT**

- 5.1.1 The Rio Grande Valley Communication District may purchase, lease, or otherwise procure, on Public Agency's behalf, the 9-1-1 equipment, software, services, and other items as described in The Rio Grande Valley Communication District 9-1-1 Strategic Plan.
- 5.1.2 The Rio Grande Valley Communication District shall establish ownership of all 9-1-1 equipment procured with 9-1-1 funds as defined herein and located within the Public Agency's jurisdiction. The Rio Grande Valley Communication District may maintain ownership, or it may transfer ownership to Public Agency. Before any such transfer of ownership, The Rio Grande Valley Communication District will evaluate the adequacy of controls of Public Agency to ensure that sufficient controls and security exist by which to protect and safeguard the equipment procured with 9-1-1 funds for the purpose of delivery of 9-1-1 calls. It is understood that the equipment may or may not be procured by The Rio Grande Valley Communication District on behalf of the Public Agency, according to The Rio Grande Valley Communication District Strategic Plan.

- 5.1.3 The basic 9-1-1 equipment categories are:
- Call Handling Equipment (CHE) – telephone equipment located at the PSAP which may include telephones, integrated workstations, servers, software, monitors, gateways, routers, and any other equipment necessary for 9-1-1 call delivery to the PSAP.
  - Telecommunications Device for the Deaf (TDD)/Teletypewriter (TTY)
  - Uninterruptable Power Supply (UPS)
- 5.1.4 Transfer-of-ownership documents shall be prepared by the Rio Grande Valley Communication District 9-1-1 and signed by both parties upon the transference of ownership of any 9-1-1 provided equipment. The Rio Grande Valley Communication District 9-1-1 shall maintain ownership of 9-1-1 call handling equipment.

## **SECTION 6: RELATIONSHIP BETWEEN THE PARTIES, ASSIGNMENT, AND SUBCONTRACTING**

- 6.1.1 It is understood and agreed that the relationship described in this Agreement between the Parties is contractual and is not to be construed to create a partnership or joint venture or agency relationship between the parties.
- 6.1.2 This Agreement may not be assigned by either Party without the prior written consent of the other Party. Any attempted assignment in violation of this agreement is void.
- 6.1.3 Public Agency may not subcontract its duties under this Agreement without the prior written consent of the Rio Grande Valley Communication District. Any subcontract shall be subject to all terms and conditions contained in this Agreement and Public Agency agrees to furnish a copy of this Agreement to its subcontractor(s).

## **SECTION 7: RECORDS AND MONITORING**

- 7.1.1 The Rio Grande Valley Communication District is entitled to inspect and copy, on a 24/7/365 basis, at Public Agency's office, the records maintained under this Agreement for as long as they are maintained.
- 7.1.2 The Rio Grande Valley Communication District is entitled to visit Public Agency's offices, talk to its personnel, and audit its applicable 9-1-1 records during normal business hours to assist in evaluating its performance under the Agreement.

## **SECTION 8: EARLY TERMINATION OF AGREEMENT**

- 8.1.1 The Rio Grande Valley Communication District reserves the right to terminate this Agreement in whole or in part upon default by Public Agency. Notice of termination shall be provided to Public Agency in writing, shall set forth the reason(s) for termination, and provide for a minimum of thirty (30) days to cure the defect(s). Termination is effective only in the event Public Agency fails to cure the defect(s) within the period stated in the notice subject to any written extensions. If the Agreement is terminated, Public Agency shall cooperate with the Rio Grande Valley Communication District to ensure an orderly transition of services. Further, all equipment shall be returned to the Rio Grande Valley Communication District in working condition and the Rio Grande Valley Communication District shall only be liable for payment for services rendered before the effective date of termination. Either Party may terminate this Agreement for convenience upon 180 days written notice to the other Party. Certain reporting requirements in the Agreement shall survive termination.

## SECTION 9: NOTICE TO PARTIES

9.1.1 Notice under this contract must be in writing and received by the party or his/her representative or replacement, to which the notice is addressed. Notice is considered received by a party when it is:

- Delivered to the party personally;
- On the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address as specified in paragraph 9.2.1 and signed on behalf of the party; or
- Three business days after its deposit in the United States Mail, with first-class postage affixed addressed to the party's address specified in paragraph 9.2.1.

9.1.2 Notices shall be sent to the following address for each party:

If to RGV 9-1-1 District:                      Attn: Manuel Cruz  
1912 Joe Stephens Ave. Ste. A  
Weslaco, Texas 78599

If to Public Agency:                              Attn: Mayor Oscar Montoya  
P.O. Box 837  
Mercedes, Texas 78570

## SECTION 10: GENERAL PROVISIONS

10.1.1 **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Texas, United States of America. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Hidalgo County, Texas.

10.1.2 **Liability.** The Parties agree and acknowledge that each Party is not an agent of the other Party and that each Party is responsible for its acts, forbearances, negligence, and deeds, and those of its agents, contractors, officers, and employees in conjunction with each Party's performance under this Agreement.

10.1.3 **Limitation of Liability.** In no event shall either party be liable for special, consequential, incidental, indirect or punitive loss, damages or expenses arising out of or relating to this Agreement, whether arising from a breach of contract or warranty, or arising in tort, strict liability, by statute or otherwise, even if it has been advised of their possible existence or if such loss, damages, or expenses were reasonably foreseeable.

10.1.4 **Procurement.** Both parties agree to comply with all applicable federal, State, and local laws, rules and regulations for purchases under this Agreement. Failure to do so may result in ineligibility and denial of reimbursement by the Rio Grande Valley Communication District.



- 10.1.5 **Force Majeure.** It is expressly understood and agreed by the Parties to this Agreement that if either party hereto is prevented from or delayed in the performance of any of its obligations hereunder by reason of force majeure, defined as acts of God, war, riots, storms, fires or any other cause whatsoever beyond the reasonable control of the party, the party so prevented or delayed shall be excused from the performance of any such obligation to the extent and during the period of such prevention or delay. The period of time applicable to such requirement shall be extended for a period of time equal to the period of time such Party was delayed. Each Party must inform the other in writing within a reasonable time of the existence of such force majeure.
- 10.1.6 **Entire Agreement.** This Agreement and any attachments/addendums, as provided herein, constitute the entire agreement of the parties, and supersedes all other agreements, discussions, representations, or understandings between the parties with respect to the subject matter hereof.
- 10.1.7 **Amendments.** This Agreement may be amended only by a written amendment executed by both Parties, except that any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in Federal and State law or regulations or required by the funding source, are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation. In the event of such occurrence, written notice of alterations, additions, or deletions to the terms of this Agreement will be provided to Public Agency.
- 10.1.8 **Nondiscrimination and Equal Opportunity.** Public Agency shall not exclude anyone from participating under this Agreement, deny anyone benefits under this Agreement, or otherwise unlawfully discriminate against anyone in carrying out this Agreement because of race, color, religion, sex, age, disability, handicap, or national origin.
- 10.1.9 **Dispute Resolution.** The parties to this Agreement agree to the extent possible and not in contravention of any applicable State or Federal law or procedure established for dispute resolution, to attempt to resolve any dispute between them regarding this Agreement informally through voluntary mediation or any other local dispute mediation process before resorting to litigation.

The parties agree to continue performing their duties under this contract, which are unaffected by the dispute during the negotiation and mediation process.



THE CITY OF MERCEDES	THE RIO GRANDE VALLEY EMERGENCY COMMUNICATION DISTRICT
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By: CITY OF MERCEDES

By: RGV 9-1-1

Name: OSCAR MONTOYA

Name: MANUEL CRUZ

Title: MAYOR

Title: EXECUTIVE DIRECTOR

Signature:

Signature:

Date:

Date:

*Date of governing body approval:* WEDNESDAY, OCTOBER 20, 2021

#### Attachments:

**Attachment A:** Equipment Room and Electrical



## **Attachment A - Equipment Room and Electrical Requirements**

### **Equipment Room:**

- There must be enough space to remove equipment from the equipment room in the event of an upgrade or replacement of faulty equipment i.e., removal of the Uninterruptible Power Supply (UPS) battery system, or large rack-mounted servers.
- Do not attach any equipment that is not provided by the Rio Grande Valley 9-1-1 into the rack being utilized for 9-1-1 call delivery. Equipment racks must remain segregated to allow the Rio Grande Valley 9-1-1 the ability to add/remove/change any of their equipment when necessary.
- Do not stack anything on or around the Rio Grande Valley 9-1-1 equipment rack or UPS, UPS bypass switch, or electrical distribution panel.
- There must be elevator access to the equipment room, or 911 demarcation closets located upstairs.

### **Fire Protection:**

- Dry pipe high-temperature type systems are recommended if sprinkler heads are to be in the 9-1-1 equipment room.
- If possible, non-combustible material must be used for the room construction.

### **Security Precautions:**

- Public Agency may need to extend and improve existing building security to provide adequate protection for the 9-1-1 equipment.
- Electric locks or push-button access codes or card readers are not recommended unless you provide a battery backup system.

### **Temperature and Humidity Control:**

- A stable ambient operating temperature of 72 degrees Fahrenheit is recommended. Maximum tolerances are from 65 to 85 degrees non-condensing.
- Air conditioning units must be able to handle the heat produced by the 9-1-1 equipment.
- For estimates on the BTU output of the equipment, please consult with onsite installation personnel.



**Static Electricity:**

Static can damage circuitry permanently, interrupt system operation and cause lost data. To prevent static:

- The equipment room humidity must be constant.
- The room floor must not be carpeted unless the carpet is static-free and grounded.
- The room floor must be sealed, (preferably tiled), but not waxed.

**Lighting:**

- Lighting must not be powered from the switch room service panel.
- Lighting must provide 50-75-foot candles measured 30" above the equipment room floor.

**Grounding:**

- A single point, the isolated ground is required unless superseded by local code. The source must be the XO of the transformer that feeds the phase conductors to the equipment room electrical service panel.
- Terminations must be accessible for inspection during the life of the installation.
- Conductors must be continuous with no splices or junctions.
- Conductors must be no load, non-current carrying.

**Electrical:**

- The voltage required is 208/120 V three-phase: four-wire "wye" service or 240/120 single phase 4 wire "delta" service.
- A dedicated transformer is preferred; however, a shared transformer or distribution is acceptable.
- IGL6-15, 20, or 30 receptacles are required, and the ground must terminate on the IG buss.
- All circuit breakers must be clearly labeled.
- Terminal devices located in the equipment room will require local power. These outlets must be wired and fused independently from all other receptacles. They must also be IG type receptacles.
- The Rio Grande Valley 9-1-1 equipment must be plugged into independent circuits, and segregated from other non-911 equipment, such as floor heaters, radio equipment, etc. This will ensure that a failure of non-911 equipment will not adversely affect the performance of 9-1-1 call handling equipment.

**Consent Agenda**

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**DATE:** December 21, 2021**FROM:** Marisol Vidales, Library Director**ITEM:** Approval of Memorandum of Understanding for Digital Navigator between Dr. Hector P. Garcia Memorial Library and Texas State Library and Archives Commission (TSLAC).

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**BACKGROUND INFORMATION:** The Texas State Library and Archives Commission (TSLAC) recently awarded funding to the Dr. Hector P. Garcia Memorial Library under its American Rescue Plan Act (ARPA) Grants Program. This project is just one of 40 made possible this year by approximately \$1.8 million in new grant funding from the U.S. Institute of Museum and Library Services to the Texas State Library and Archives Commission under the provisions of the American Rescue Plan Act (ARPA). The signed Memorandum of Understanding is needed in order to proceed with the acceptance of the grant. The total amount awarded is \$70,000 to be expensed and then reimbursed by TSLAC from February 2022-December 2022. The funds will be tracked in a separate account not related to the general fund.

**BOARD REVIEW/CITIZEN FEEDBACK:** Choose an item.

**ALTERNATIVES/OPTIONS:**

**FISCAL IMPACT:**

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

**Finance Review by:**

**LEGAL REVIEW:**

**ATTACHMENTS:**

**Staff Recommendation:** Staff recommends the signing of the MOU in order to continue with the next steps of the grant.



## Texas Digital Navigators Memorandum of Understanding TDN-22005

This Memorandum of Understanding (MOU) is an agreement between the Texas State Library and Archives Commission (TSLAC) and the following Library and /or legal entity:

Dr Hector P Garcia Memorial Library, City of Mercedes  
Contact: Michelle Muniz  
434 S Ohio St  
Mercedes, TX 78570-3120  
Unique Entity Identifier (UEI): 054306907

The above-referenced Library, the Library's legal entity, and selected Library staff must agree to the requirements in this MOU to participate in the Texas Digital Navigators grant program.

**To participate in the Texas Digital Navigators training, the authorized signatory for the Library/Legal entity must sign the MOU indicating understanding and acceptance of the requirements for training participation as outlined in this MOU.**

**After signing, please login to the TSLAC Grant Management System (GMS) and attach this signed MOU to your grant application on or before January 3, 2022.**

### Texas Digital Navigators Requirements

**As a selected participant of the Texas Digital Navigators grant program, the Library and its representatives agree to the following terms:**

**1. Before Texas Digital Navigators training begins:**

- a. Selected staff will complete the [Edge 2.0](#) assessment for their library. If the library has already completed the Edge 2.0 assessment within the past twelve months, please provide evidence of completion to TSLAC.
- b. The Library will notify TSLAC as soon as possible if there will be a change or substitution of staff attending the training from the staff designated in the accepted application form. Substitution may be approved provided the Library follows the process outlined below.
  - i. Library may request approval for another qualified Library staff member to participate in the training.
  - ii. Library must request substitution before the first training activity and must provide TSLAC with all relevant information for the substituted staff member(s).
  - iii. If the Library does not have another qualified staff member(s) who is able to attend training or if the Library does not provide a substitution in time, the Library and its legal entity may not participate in the program.


**2. During Texas Digital Navigators training, selected staff will:**

- a. Attend all training sessions.
- b. Complete all reading and/or homework assignments as required.
- c. Be an active participant in Digital Navigator cohort discussions.
- d. Use training to revise and re-submit a grant budget that aligns with grant goals detailed in your grant application for approval by TSLAC.

After completion of training and the submission of an approved grant budget, the Library, through its legal entity, will enter into a contract with TSLAC to implement the proposed services during state fiscal years 2022 and 2023 (December 1, 2021-December 31, 2022).



**Texas State Library and Archives Commission**



Donna Osborne, Chief Operations and Financial Officer

11/29/2021

Date



Cindy Fisher, Digital Inclusion Consultant

11/29/2021

Date

**Dr Hector P Garcia Memorial Library, City of  
Mercedes**

Signature (official empowered to enter into contracts)

Typewritten or Printed Name

Title

Date

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
BLUECROSS AND BLUE SHIELD OF TEXAS	11/08/21	NOV-DEC2021	GENERAL FUND	POLICE	18,542.45
	11/08/21	OCT-NOV2021	GENERAL FUND	POLICE	<u>19,373.95</u>
				TOTAL:	37,916.40
CALDWELL COUNTRY FORD	11/02/21	OPERATION STONEGARDEN 2020	SPECIAL REVENUE FU	STONEGARDEN 2020	<u>45,000.00</u>
				TOTAL:	45,000.00
COMPTROLLER OF PUBLIC ACCOUNTS	11/02/21	COMPTROLLER OF PUBLIC ACCO	GENERAL FUND	NON-DEPARTMENTAL	<u>21,068.47</u>
				TOTAL:	21,068.47
DEERE & COMPANY	11/12/21	ZERO TURN	GENERAL FUND	PARKS & RECREATION	63,378.69
	11/12/21	GATOR 2WD	GENERAL FUND	PARKS & RECREATION	11,151.36
	11/12/21	UTILITY TRACTOR	GENERAL FUND	PARKS & RECREATION	<u>48,893.77</u>
				TOTAL:	123,423.82
DEVELOPMENT CORPORATION OF MERCEDES	11/19/21	NOV-2021	GENERAL FUND	NON-DEPARTMENTAL	146,913.19
	11/19/21	VTX NOTE/PYMT. #41	GENERAL FUND	NON-DEPARTMENTAL	<u>10,416.67</u>
				TOTAL:	157,329.86
GEAX ENERGY, LP	11/12/21	ELECTRICITY	GENERAL FUND	NON-DEPARTMENTAL	13,418.81
	11/12/21	ELECRICITY	GENERAL FUND	NON-DEPARTMENTAL	14,008.80
	11/12/21	ELECTRICITY	UTILITY FUND	WATER/SEWER TREATMENT	27,205.87
	11/12/21	ELECRICITY	UTILITY FUND	WATER/SEWER TREATMENT	<u>29,827.33</u>
				TOTAL:	84,460.81
HIDALGO COUNTY APPRAISAL DISTRICT	11/02/21	4TH QTR CITY ASSESSMENT	GENERAL FUND	NON-DEPARTMENTAL	<u>12,985.75</u>
				TOTAL:	12,985.75
HIDALGO COUNTY ELECTION A	11/02/21	DEC 8TH RUNOFF ELECTION	GENERAL FUND	NON-DEPARTMENTAL	<u>21,562.55</u>
				TOTAL:	21,562.55
LOWER RIO GRANDE VALLEY DEVELOPMENT CO	11/02/21	CONTRIBUTIONS-LRGVDC	GENERAL FUND	NON-DEPARTMENTAL	<u>15,000.00</u>
				TOTAL:	15,000.00
MERCEDES BASKETS FULL, INC.	11/12/21	DONATION FOR FOOD PANTRY	GENERAL FUND	NON-DEPARTMENTAL	<u>20,000.00</u>
				TOTAL:	20,000.00
RAYBEC INVESTMENTS CO., LTD.	11/05/21	RAYBEC INVESTMENTS CO., LT	GENERAL FUND	NON-DEPARTMENTAL	<u>100,000.00</u>
				TOTAL:	100,000.00
SAMUEL LONGORIA	11/02/21	REPLACE PANELS @ CITY HALL	GENERAL FUND	BUILDING MAINTENANCE	<u>20,650.00</u>
				TOTAL:	20,650.00
TEXAS MUNICIPAL RET. SYST	11/02/21	PENSION PLAN PAYABLE	GENERAL FUND	NON-DEPARTMENTAL	11,298.94
	11/02/21	PENSION PLAN PAYABLE	GENERAL FUND	NON-DEPARTMENTAL	11,964.84
	11/02/21	PENSION PLAN PAYABLE	GENERAL FUND	NON-DEPARTMENTAL	12,769.55
	11/02/21	PENSION PLAN PAYABLE	GENERAL FUND	POLICE	12,815.67
	11/02/21	PENSION PLAN PAYABLE	GENERAL FUND	POLICE	14,398.49
	11/02/21	PENSION PLAN PAYABLE	GENERAL FUND	POLICE	<u>15,314.66</u>
				TOTAL:	78,562.15
TEXAS NATIONAL BANK	11/10/21	FEDERAL W/H	GENERAL FUND	NON-DEPARTMENTAL	12,086.96
	11/10/21	FICA W/H	GENERAL FUND	NON-DEPARTMENTAL	<u>10,570.76</u>
				TOTAL:	22,657.72
THIRKETTL CORPORATION	11/23/21	THIRKETTL CORPORATION	UTILITY FUND	INFORMATION TECHNOLOGY	31,565.22

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	11/05/21	YEARLY MAINTENANCE	UTILITY FUND	INFORMATION TECHNOLOGY	<u>31,565.22</u>
				TOTAL:	63,130.44
TML ADMINISTRATIVE SERVIC	11/16/21	RISK POOL FOR FY 2021-2022	GENERAL FUND	NON-DEPARTMENTAL	35,377.51
	11/16/21	RISK POOL FOR FY 2021-2022	GENERAL FUND	NON-DEPARTMENTAL	23,705.22
	11/16/21	RISK POOL FOR FY 2021-2022	GENERAL FUND	NON-DEPARTMENTAL	98,019.04
	11/16/21	RISK POOL FOR FY 2021-2022	GENERAL FUND	NON-DEPARTMENTAL	29,236.34
	11/16/21	RISK POOL FOR FY 2021-2022	UTILITY FUND	NON-DEPARTMENTAL	<u>66,852.73</u>
				TOTAL:	253,190.84
U.S. WATER SERVICES CORPORATION	11/19/21	CONTRACT OPERATIONS	UTILITY FUND	WATER/SEWER TREATMENT	155,280.36
	11/19/21	CONTRACT OPERATIONS	UTILITY FUND	WATER/SEWER TREATMENT	<u>14,904.76</u>
				TOTAL:	170,185.12
WASTE CONNECTIONS OF TEXAS	11/23/21	MAY GARBAGE COLLECTION	GENERAL FUND	NON-DEPARTMENTAL	101,124.62
	11/23/21	SEP2021 GARBAGE DISPOSAL	GENERAL FUND	NON-DEPARTMENTAL	<u>101,117.71</u>
				TOTAL:	202,242.33

## ===== FUND TOTALS =====

01	GENERAL FUND	1,047,164.77
02	UTILITY FUND	357,201.49
07	SPECIAL REVENUE FUND	45,000.00

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GRAND TOTAL:	1,449,366.26
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TOTAL PAGES: 2



**CITY OF MERCEDES**  
**Budget vs Actual FY 2021-2022 (UNAUDITED)**  
**As at 11/30/2021**

**01 GENERAL FUND**

Budget Completed 8.33%				
REVENUES	Budget	YTD Actual	Budget Balance	% of Budget
Taxes	8,737,643	1,122,592	7,615,051	12.85%
Licenses & Permits	167,500	55,423	112,077	33.09%
Fines & Services	2,117,460	327,770	1,789,690	15.48%
Intergovernmental	18,100	-	18,100	0.00%
Miscellaneous	1,252,100	51,182	1,200,918	4.09%
	<b>12,292,803</b>	<b>1,556,967</b>	<b>10,735,836</b>	<b>12.67%</b>
<b>EXPENDITURES</b>				
Commission	30,700	1,390	29,310	4.53%
Exe. Adm	237,303	23,805	213,498	10.03%
Human Resources	90,011	2,474	87,537	2.75%
City Secretary	72,249	9,797	62,452	13.56%
Mun. Court	142,621	16,558	126,063	11.61%
Finance	221,447	25,908	195,539	11.70%
IT	247,532	20,632	226,900	8.34%
Planning	523,735	56,465	467,270	10.78%
Police	2,987,868	511,816	2,476,052	17.13%
Animal Control	84,540	4,644	79,896	5.49%
Fire	1,298,008	179,242	1,118,766	13.81%
Ambulance	-	-	0	#DIV/0!
PW	102,912	15,434	87,478	15.00%
Streets	574,501	78,251	496,250	13.62%
Build. Maint.	245,516	34,236	211,280	13.94%
Veh. Maint.	268,726	33,018	235,708	12.29%
Parks & Rec	497,148	51,270	445,878	10.31%
Rec. Center	44,122	4,038	40,084	9.15%
Library	411,087	48,376	362,711	11.77%
Projects	-	-	0	#DIV/0!
Sanitation	1,433,577	233,534	1,200,043	16.29%
Dome Shelter	259,358	31,070	228,288	11.98%
Non-Departmental	2,519,842	416,070	2,103,772	-16.51%
	<b>12,292,803</b>	<b>1,798,029</b>	<b>10,494,774</b>	<b>14.63%</b>
Rev. Over/Under	-	<b>(241,062)</b>	<b>241,062</b>	

**NOTE:**

**CITY OF MERCEDES**  
**Budget vs Actual FY 2021-2022 (UNAUDITED)**  
**As at 11/30/2021**

**02 UTILITY FUND**

Budget Completed 8.33%				
<b>REVENUES</b>	<b>Budget</b>	<b>YTD Actual</b>	<b>Budget Balance</b>	<b>% of Budget</b>
Water & Sewer Sales	5,450,118	893,708	4,556,410	16.40%
Fees & Penalties	132,500	43,885	88,615	33.12%
Miscellaneous	3,000	360	2,640	12.00%
	<b>5,585,618</b>	<b>937,953</b>	<b>4,647,665</b>	<b>16.79%</b>
<b>EXPENDITURES</b>				
Information Tech	61,500	32,320	29,180	52.55%
Utility Billing	120,192	17,000	103,192	14.14%
Meter Readers	143,398	13,295	130,103	9.27%
W/S Field Crew	976,124	82,633	893,491	8.47%
W/S Treatment Plant	2,818,601	247,377	2,571,224	8.78%
Debt Service Int.	780,776	-	780,776	0.00%
Non-Departmental	685,027	66,853	618,174	9.76%
	<b>5,585,618</b>	<b>459,477</b>	<b>5,126,141</b>	<b>8.23%</b>
<b>Revenue Over/Under</b>	<b>-</b>	<b>478,476</b>	<b>(478,476)</b>	

**NOTE:**

**CITY OF MERCEDES**  
**Budget vs Actual FY 2021-2022 (UNAUDITED)**  
**As at 11/30/2021**

**15 INTEREST & SINKING FUND**

Budget Completed 8.33%				
<b>REVENUES</b>	<b>Budget</b>	<b>YTD Actual</b>	<b>Budget Balance</b>	<b>% of Budget</b>
Property Taxes	2,097,822	109,685	1,988,137	5.23%
Intergovernmental	-	-	-	0.00%
Miscellaneous	318,750	-	318,750	0.00%
	<b>2,416,572</b>	<b>109,685</b>	<b>2,306,887</b>	<b>4.54%</b>
<b>EXPENDITURES</b>				
Debt Service	2,416,572	-	2,416,572	0.00%
	<b>2,416,572</b>	<b>-</b>	<b>2,416,572</b>	<b>0.00%</b>
<b>Revenue Over/Under</b>	<b>-</b>	<b>109,685</b>	<b>(109,685)</b>	

**NOTE:**



**CITY OF MERCEDES**  
**Budget vs Actual FY 2021-2022 (UNAUDITED)**  
**As at 11/30/2021**

**16 HOTEL/MOTEL FUND**

Budget Completed 8.33%				
<b>REVENUES</b>	<b>Budget</b>	<b>YTD Actual</b>	<b>Budget Balance</b>	<b>% of Budget</b>
Taxes	86,000	17,029	68,971	19.80%
Reserves/Misc.	134,165	-	134,165	0.00%
	<b>220,165</b>	<b>17,029</b>	<b>203,136</b>	<b>7.73%</b>
<b>EXPENDITURES</b>				
Advertisement	151,440	9,169	142,271	6.05%
Historic Preservation	43,000	-	43,000	0.00%
Arts Promotion	12,900	-	12,900	0.00%
Signage	12,825	-	12,825	0.00%
	<b>220,165</b>	<b>9,169</b>	<b>210,996</b>	<b>4.16%</b>
<b>Revenue Over/Under</b>	<b>-</b>	<b>7,860</b>	<b>(7,860)</b>	

**NOTE:**

**CITY OF MERCEDES**  
**Budget vs Actual FY 2021-2022 (UNAUDITED)**  
**As at 11/30/2021**

**43 43-Series 2018 CO**

<b>REVENUES</b>	<b>Budget</b>	<b>JTD Actual</b>	<b>Budget Balance</b>
Bond Revenue	9,991,085	-	9,991,085
Interest Income	127,479	-	127,479
Miscellaneous	-	-	-
	<b>10,118,564</b>	<b>-</b>	<b>10,118,564</b>
<b>EXPENDITURES</b>			<b>94.16%</b>
Ambulance Services	519,644	519,644	-
PD Vehicles	503,441	503,441	-
PW Vehicles	561,969	396,141	165,828
Rescue Vehicles	33,165	33,165	-
Drainage Improv.	437,727	268,026	169,701
Sewer Improv.	1,500,340	1,474,259	26,081
Lift Station Improv.	1,352,229	1,352,229	-
Street Overlays	3,460,085	3,460,085	-
Street Improvements	104,946	70,627	34,319
Water Improv.	1,443,808	1,248,670	195,139
Non-Departmental	201,210	201,210	-
	<b>10,118,564</b>	<b>9,527,497</b>	<b>591,068</b>
<b>Revenue Over/Under</b>	<b>(0)</b>	<b>(9,527,497)</b>	<b>9,527,496</b>

**NOTE:** This fund is reported as Job to Date.

**CITY OF MERCEDES**  
**Budget vs Actual FY 2021-2022 (UNAUDITED)**  
**As at 11/30/2021**

**46 EMS FUND**

Budget Completed 8.33%				
<b>REVENUES</b>	<b>Budget</b>	<b>YTD Actual</b>	<b>Budget Balance</b>	<b>% of Budget</b>
EMS Service Fees	700,000	58,680	641,320	8.38%
Misc	20,000	-	20,000	0.00%
	<b>720,000</b>	<b>58,680</b>	<b>661,320</b>	<b>8.15%</b>
<b>EXPENDITURES</b>				
Personnel Costs	127,082	10,637	116,445	8.37%
Contractual Sev. & Other	178,618	19,771	158,847	11.07%
Maintenance	30,000	4,364	25,636	14.55%
Supplies	134,300	10,464	123,836	7.79%
Capital Outlay	-	-	0	0.00%
Non-Departmental	250,000	-	250,000	0.00%
	<b>720,000</b>	<b>45,237</b>	<b>674,763</b>	<b>6.28%</b>
<b>Revenue Over/Under</b>	<b>-</b>	<b>13,443</b>	<b>(13,443)</b>	

**NOTE:**



**CITY OF MERCEDES**  
**Budget vs Actual FY 2021-2022 (UNAUDITED)**  
**As at 11/30/2021**

**52 52-Series 2021 CO**

<b>REVENUES</b>	<b>Budget</b>	<b>JTD Actual</b>	<b>Budget Balance</b>
Bond Revenue	8,076,800	-	8,076,800
Interest Income	-	-	-
Miscellaneous	-	-	-
	<b>8,076,800</b>	<b>-</b>	<b>8,076,800</b>
<b>EXPENDITURES</b>			<b>0.00%</b>
EMS/FIRE Equipment	782,765	-	782,765
PD Vehicles		-	-
PW Equipment		-	-
Planning Equipment		-	-
Water/Utility Improv.		-	-
Sewer/Utility Improv.		-	-
Lift Station Improv.	493,826	-	493,826
Street Overlays		-	-
Street Improvements		-	-
Drainage Improv.		-	-
Non-Departmental		-	-
	<b>1,276,591</b>	<b>-</b>	<b>1,276,591</b>
<b>Revenue Over/Under</b>	<b>6,800,209</b>	<b>-</b>	<b>6,800,209</b>

**NOTE:** This fund is reported as Job to Date.

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

FY 2020-2021										FY 2021-2022					
Rec Perio vd	State Comptroller	EDC (25%)	Outlet Mall	Mth %		City (75%)	Outlet Mall	Mth %		City (75%)	Outlet Mall	Mth % Inc/Dec			
				Inc/Dec				Inc/Dec							
Oct	Aug	360,547.72	86,798.28	3,338.65	12.42%	260,394.83	10,015.96	12.42%		379,066.78	20,097.71	-0.47%			
Nov	Sept	460,051.33	109,957.47	5,055.36	26.68%	329,872.41	15,166.09	26.68%		310,175.06	18,125.51	-18.17%			
		820,599.05	196,755.75	8,394.01	62.94%	590,267.24	25,182.05	62.94%		689,241.84	38,223.22	16.77%			
Yearly Total Sales Tax Comparison															
		2020-2021	2021-2022	Yr % Inc/Dec											
Oct	Aug	360,547.72	532,219.32	47.61%											
Nov	Sept	460,051.33	437,734.09	-4.85%											
		820,599.05	969,953.41	18.20%											
Yearly City Sales Tax Comparison															
		2020-2021	2021-2022	Yr % Inc/Dec											
	Aug	260,394.83	379,066.78	45.57%											
	Sept	329,872.41	310,175.06	-5.97%											
		590,267.24	689,241.84	16.77%											
						BUDGET % OF BUDGET		4,800,000							
						BUDGET		39.05%							

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

**Mercedes Municipal Court**  
Revenue Collected by Citations  
November 1, 2021 Thru November 30, 2021

City of Mercedes Revenue	<b>\$9,424.65</b>
--------------------------	-------------------

State of Texas Revenue	<b>\$5,719.11</b>
------------------------	-------------------

Total Revenue Collected	<b>\$15,143.76</b>
-------------------------	--------------------

Total Number of Cases (Dockets) Heard by Court - **17**

  
\_\_\_\_\_  
Eduardo Mendoza, Municipal Court Coordinator



## ADDITIONAL ACTIVITY

Court MERCEDES		NUMBER GIVEN	NUMBER REQUESTS FOR COUNSEL
Month NOVEMBER	Year 2021		
<b>1. Magistrate Warnings:</b>		0	
a. Class C Misdemeanors			
b. Class A and B Misdemeanors		0	0
c. Felonies		0	0
			<b>TOTAL</b>
<b>2. Arrest Warrants Issued:</b>			0
a. Class C Misdemeanors			
b. Class A and B Misdemeanors			0
c. Felonies			0
<b>3. Capiases Pro Fine Issued</b>			0
<b>4. Search Warrants Issued</b>			0
<b>5. Warrants for Fire, Health and Code Inspections Filed</b> (CCP, Art. 18.05)			0
<b>6. Examining Trials Conducted</b>			0
<b>7. Emergency Mental Health Hearings Held</b>			0
<b>8. Magistrate's Orders for Emergency Protection Issued</b>			0
<b>9. Magistrate's Orders for Ignition Interlock Device Issued</b> (CCP, Art. 18.05)			0
<b>10. All Other Magistrate's Orders Issued Requiring Conditions for Release on Bond</b>			0
<b>11. Driver's License Denial, Revocation or Suspension Hearings Held</b> (TC, Sec. 521.300)			0
<b>12. Disposition of Stolen Property Hearings Held</b> (CCP, Ch. 47)			0
<b>13. Peace Bond Hearings Held</b>			0
<b>14. Cases in Which Fine and Court Costs Satisfied by Community Service:</b>			0
a. Partial Satisfaction			
b. Full Satisfaction			0
<b>15. Cases in Which Fine and Court Costs Satisfied by Jail Credit</b>			7
<b>16. Cases in Which Fine and Court Costs Waived for Indigency</b>			0
<b>17. Amount of Fines and Court Costs Waived for Indigency</b>			\$0.00
<b>18. Fines, Court Costs and Other Amounts Collected:</b>			
a. Kept by City			\$9,424.65
b. Remitted to State			\$5,719.11
c. Total			\$15,143.76

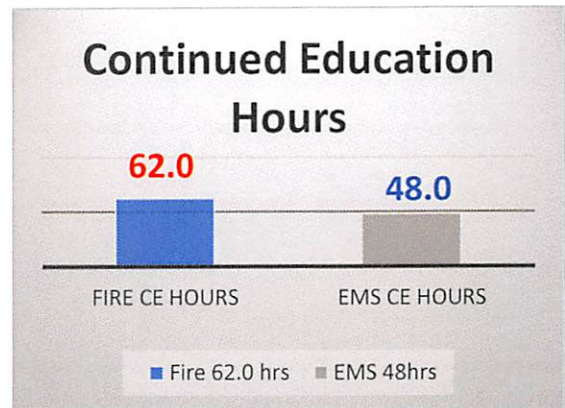
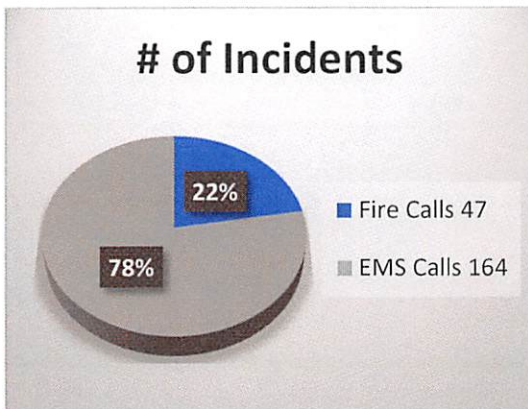


## MERCEDES FIRE DEPARTMENT EMS

### Monthly Report November 2021



*"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:

- Meeting with other local EMC on capabilities.
- School lockdown drills with MISD.
- Continuous assistance with MISD Vaccine Clinics
- City Emergency Management Organizational Chart Developed
- Monitor COVID-19 response within the city.
- Continuous on providing COVID-19 testing to all city employees when needed.
- Training on deployment of rehab shelters.
- Radio Cache deployable as needed.
- Reviewing public works rain event operational plan.
- Critical Infrastructure Management training with public works and police department .

# Mercedes Fire Department

Mercedes, TX

This report was generated on 12/17/2021 9:46:58 AM



## Incident Type Count per Station for Date Range

Start Date: 11/01/2021 | End Date: 11/30/2021

INCIDENT TYPE	# INCIDENTS
<b>Station: 1 - MERCEDES FIRE STATION 1</b>	
111 - Building fire	2
130 - Mobile property (vehicle) fire, other	1
131 - Passenger vehicle fire	1
143 - Grass fire	1
151 - Outside rubbish, trash or waste fire	2
161 - Outside storage fire	1
221 - Overpressure rupture of air or gas pipe/pipeline	1
311 - Medical assist, assist EMS crew	7
322 - Motor vehicle accident with injuries	2
324 - Motor vehicle accident with no injuries.	7
412 - Gas leak (natural gas or LPG)	5
444 - Power line down	1
460 - Accident, potential accident, other	1
551 - Assist police or other governmental agency	1
651 - Smoke scare, odor of smoke	1
652 - Steam, vapor, fog or dust thought to be smoke	1
700 - False alarm or false call, other	2
711 - Municipal alarm system, malicious false alarm	4
740 - Unintentional transmission of alarm, other	1

**# Incidents for 1 - Mercedes Fire Station 1:**

**42**

<b>Station: 2 - MERCEDES FIRE STATION 2</b>	
100 - Fire, other	1
111 - Building fire	1
151 - Outside rubbish, trash or waste fire	1
540 - Animal problem, other	2

**# Incidents for 2 - Mercedes Fire Station 2:**

**5**

Only REVIEWED incidents included.



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Doc Id: 857

Page # 1 of 1



# Mercedes Fire Department

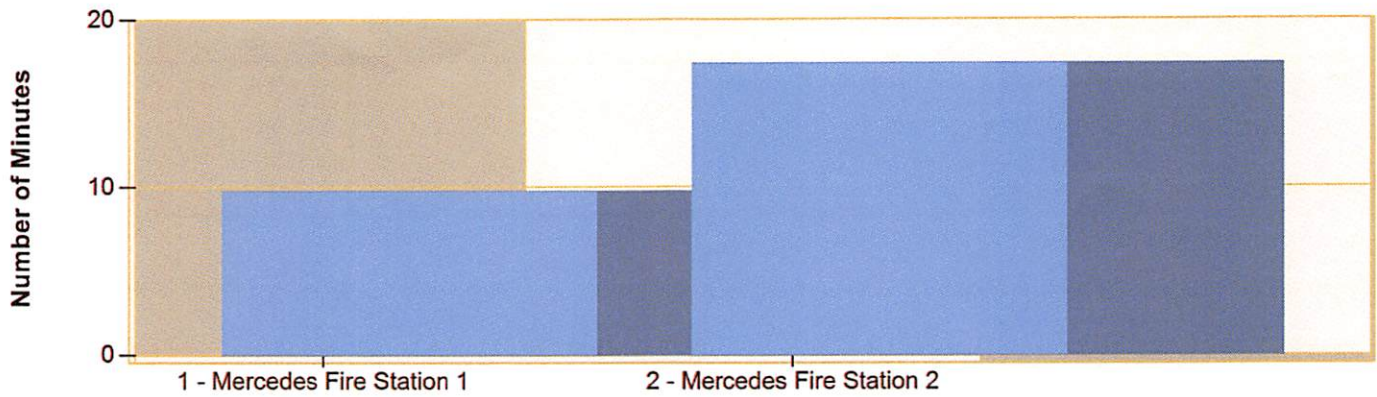
Mercedes, TX

This report was generated on 12/17/2021 9:48:08 AM



## Average Response Time per Station for Date Range

Start Date: 11/01/2021 | End Date: 11/30/2021



STATION	AVERAGE RESPONSE MM:SS (Dispatch to Arrived)
1 - Mercedes Fire Station 1	9:46
2 - Mercedes Fire Station 2	17:24

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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Doc Id: 56

Page #103

# Mercedes Fire Department

Mercedes, TX

This report was generated on 12/17/2021 9:47:27 AM



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

Start Date: 11/01/2021 | End Date: 11/30/2021

STATION	TURNOUT TIME (min) (Dispatch to Enroute)	
1 - Mercedes Fire Station 1	5:40	
2 - Mercedes Fire Station 2	4:00	
AVERAGE TURNOUT TIME:		4:50

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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Doc Id: 684  
Page # 1 of 1



# MERCEDES FIRE DEPARTMENT EMS

## Monthly Report November 2021



### Fire Marshal's Office

• Fire Inspections	128
• Fire Investigations	2
• Public Educations	0
• Plan Reviews	3
• Fire Alarms	0
• Fire Sprinkler Reviews	0
• Hood System Reviews	1
• Fire Suppression Reviews	1
• Meetings	4
• Burn Permits	1
• Fire Safety Complaints	0
• Special Assignments	0
• Subdivision Review Conference	0

**Ruben A. Gutierrez**  
Fire Marshal

**11-2021**  
DATE



# Memo

**To:** Alberto Perez, City Manager  
**From:** Marisol Vidales, Library Director  
**CC:**  
**Date:** December 9, 2021  
**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 2021.

## Meetings

- Money Handling Procedures (11/2) – Marisol Vidales
- Department Head Meeting (11/3) – Marisol Vidales
- Library Programming Meeting (11/3) – Marisol Vidales, Michelle Muniz, Frank Rivas, & Daniela Alejo
- Social Media Meeting (11/9) – Marisol Vidales, Michelle Muniz, & Daniela Alejo
- Tree Lighting Meeting (11/12) – Marisol Vidales & Michelle Muniz
- City Commission Meeting (11/16) – Marisol Vidales
- Department Head Meeting (11/17) – Marisol Vidales
- Christmas Tree Event – First Responder Operation (11/17) – Marisol Vidales
- Hidalgo County Library System Meeting (11/18) – Marisol Vidales
- Library Department Staff Meeting (11/14) – All staff attended
- Digital Navigator EDC Interview (11/29) – Marisol Vidales & Michelle Muniz
- Christmas Parade – First Responder Operation & Tree Lighting Review (11/30) – Michelle Muniz

## Trainings

- Reforma Conference (TSLAC Grant-funded) – Frank Rivas  
November 4, 2021
    - Bridging the Gap: In Support of Women in Librarianship
    - Dia y Noche: Culturally Relevant Programs for our Gente
    - The Color of Leadership: Developing People of Color as Leaders and Change Agents
    - RNC VII Welcome Reception Pub Quiz Night
- November 5, 2021

- Keynote by David Bowles – Somos el Cambio: Centering LatinX Children through Solidarity in Advocacy
- Exhibits Ribbon Cutting
- Sirviendo a la comunidad hispanohablante durante el COVID-19: El case de las Bibliotecas del Valle de Yakima
- Author Spotlight: Carolina de Roberts
- Cuentos, Cantos, y Cambio: How one Bilingual Storytime Created an Institutional Shift
- Working with Immigrant Communities to Promote Social Justice: New Ways of Teaching Service

November 6, 2021

- Celebrating Pura Belpre: Puerto Rican Stones and the Cultural Ambassadors Program
- Reforma San Diego LIBROS and REFORMA Children in Crisis Project: Collaborating to serve excluded communities
- One Book Sin Fronteras: Conectando Comunidades Locales Y Transfronterizas mediante multiples expresiones de la lectura
- Author Spotlight: Cathey Camper & Raul the Third
- La Biblioteca de los Suenos y proyectos literarios en El Salvador
- Documentary about Pura Belpre 25 Anniversary
- Y yo que dije?: Spanish Across Borders
- 50<sup>th</sup> Anniversary Gala

November 7, 2021

- Embracing Diversity in Book Evaluation Committees
- Language Access For All
- Closing Remarks: Gabby Rivera
- Next Steps: Managing Your TSLAC ARPA Grant (11/10) – Marisol Vidales, Michelle Muniz, Tristan Garza, and Anthony Cardenas
- TSLAC Grant Management Series: Communications (11/23) – Marisol Vidales, Michelle Muniz, Tristan Garza, and Anthony Cardenas
- TSLAC Grant Management Series: Contract Overview (11/23) – Marisol Vidales, Michelle Muniz, Tristan Garza, and Anthony Cardenas

## Outreach

### Events

Our programming is in-person & virtual

We had a total of 27 children attend in-person and 277 attended virtually

- Toddler Time (11/9) – We had 18 attendees virtually
- Story Time (11/9) – We had 12 attendees virtually
- Toddler Time (11/23) - We had 13 attendees virtually
- Story time (11/23) – We had 9 attendees virtually

Other Events

- Teen Anime Night (11/4)) – Managed by Michelle Muniz  
Attendance: 5 Teens
- Staff Art Class (11/12) – Lead by Diane Roman-Goldsberry  
Attendance: 6 staff and 1 Volunteer

- Christmas Tree Lighting Event (11/19) – Managed by Marisol Vidales, Michelle Muniz, Frank Rivas, and Daniela Alejo  
Estimated Attendance: 1,000
- Children's Poinsettia Art Class (11/30) – Managed by Diane Roman-Goldsberry & Frank Rivas  
Attendance: 2

## **Other Projects/Duties**

### **Café**

- We sold 555 individual items for the 19 days that we were open and we made \$2,015.04 in sales.

**Marketing** (The majority of these items involve the creation of flyers, taking and posting photos, writing scripts, filming and editing videos, responding to after hour text messages from department heads, responding to citizens via direct message, and interacting with the public on social media platforms.)

- Created 1 newsletter for November for Library & Café news & updated welcome newsletter for new library cardholders.
- Created 2 book rivers on TLC Catalog to honor monthly observances highlighting our collection.
- Created 3 shelves in cloudLibrary in honor of monthly observances highlighting our collection.
- Created and switched out one monthly book display
- 

### **Administration/Collection Management/Development**

- We continued weeding the Adult Nonfiction collection.
- Worked on the children's collection development and teen graphic novels. Orders were placed through Mid-America books & Barnes & Noble to utilize best pricing available.
- Created December café specials.
- Continued preparation for the Tree Lighting event which included dealing with the electrical work, decorating the trees that had new electrical receptacles and the area, coordinating with vendors for location, set-up, and parking, searched for performers for the event, created the program for the event, coordinated communication between performers and production company, and created videos for events.
- Continued preparation for the float by painting different items, purchasing lights, décor, etc & building the actual float for the parade alongside Public Works.
- Worked with IT Department to install cameras near registers and trained on how to login and access video.
- Started training for Digital Navigator grant and submitted Pre-Assessment Award survey.
- Worked on avatars for branding city departments online and through social media.



- Resolved on-going payment issue with Canva by working with Finance and Canva customer support.
- Started our Harlingen Humane Society drive and created marketing flyers and newsletters for the drive.
- Created an agenda for staff meeting in order to refresh staff on HCLS procedures, TLC borrower information, and new statistical report.

Dr. Hector P. Garcia Memorial Library Statistical Report

Nov-21

Library Visits

Monthly Total:	1,843
Year to Date Total:	3,526

Circulation

Check-Outs & Renewals	597
Year to Date Total:	1,172
In-House Book Circulation:	70
Year to Date Total:	152
In-House Magazine Circulation:	7
Year to Date Total:	29
In-House Newspaper Circulation:	26
Year to Date Total:	64
New Borrowers:	12
Year to Date Total:	29

Computer Sessions

Adult Lab Sessions Total:	337
Year to Date Total:	679
Juvenile Lab Sessions:	5
Year to Date Total:	13
WiFi	2,166
Year to Date Total:	5,201

Meeting Room Sessions

Monthly Sessions:	17
Year to Date Total:	37

Reference Assistance

By Phone:	107
Year to Date Total:	215
In Person:	61
Year to Date Total:	132

Reference Services

Directional/Basic Questions:	50
Year to Date Total:	111
Research Questions:	15
Year to Date Total:	44
Computer Questions:	33
Year to Date Total:	68
Fax Assistance:	56
Year to Date Total:	118
Copy Assistance:	84
Year to Date Total:	162
Scan Assistance:	10
Year to Date Total:	18
Print Outs:	487
Year to Date Total:	2238

Donations

Donations Received:	0
Year to Date Total:	0
Donations Selected:	0
Year to Date Total:	0

Curbside Services

Curbside Café:	31
Year to Date Total:	36
Curbside Circulation:	6
Year to Date Total:	7
Curbside Crafts:	9
Year to Date Total:	48
Curbside Other Services:	4
Year to Date Total:	13

Interlibrary Loans (ILL's)

Items Requested Monthly:	67
Year to Date Total:	143
Items Sent Monthly:	37
Year to Date Total:	68

Technical Services

New Items Added	88
Year to Date Total:	218
Items Processed:	107
Year to Date Total:	132
Items Deleted/Withdrawn:	0
Year to Date Total:	87
Items Recataloged:	126
Year to Date Total:	126

Café Visits

Monthly Visits:	294
Year to Date Total:	659

Café Sales

Monthly Net Sales:	\$ 1,871.89
Year to Date Total:	\$ 3,502.57
Monthly Sales Tax:	\$ 138.55
Year to Date Total:	\$ 272.92

Reading Programs

Reading Logs:	0
Year to Date Total:	0

Adult Programming

Monthly Adult Events:	0
Year to Date Total:	3
Adults in Attendance:	0
Year to Date Total:	44

Teen Programming

Monthly Teen Events:	1
Year to Date Total:	11
Teens in Attendance:	5
Year to Date Total:	33

Children's Programming

Monthly Children Events:	5
Year to Date Total:	13
Children in Attendance:	2
Year to Date Total:	29
Adults in Attendance:	0
Year to Date Total:	6

Outreach Programming

Monthly Events:	0
Year to Date Total:	1
Children in Attendance:	0
Year to Date Total:	0
Adults in Attendance:	0
Year to Date Total:	4

Virtual Programming

Virtual Events:	4
Year to Date Total:	14
View Counts:	52
Year to Date Total:	329

Volunteer Hours

Monthly Total:	348
Year to Date Total:	642.8

Social Media

Library Posts:	165
Year to Date Total:	503
Library DMs:	3
Year to Date Total:	4
Cafe Posts:	33
Year to Date Total:	49
Café DMs:	0
Year to Date Total:	1
City Posts:	16
Year to Date Total:	21
City DMs:	9
Year to Date Total:	20
Videos Created:	2
Year to Date Total:	6
Website Updates:	14
Year to Date Total:	31
HCLS Posts:	3
Year to Date Total:	6

Digital Resources

cloudLibrary Checkouts:	8613
Year to Date Total:	17997
Newstand Checkouts:	136
Year to Date Total:	329

# PLANNING DEPARTMENT

PERMITS ISSUED	October	November	December	January	February	March	April	May	June	July	August	Sept
Residential	\$ 33,770.05	17620.4										
Commercial	\$ 2,471.50	35240.8										
Total Cash Collected	\$ 36,241.55	\$ 52,861.20	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>INSPECTIONS</b>												
Residential	272	280										
Re-Inspections	21	20										
Commercial	15	15										
Re-Inspections	0	1										
Health Inspections	19	5										
Re-Inspections	0	0										
Fire Inspections	9	20										
Re-Inspections	0	0										
<b>OTHER</b>												
Vendor permits	14	40										
Stock show Vendors	26	0										
Outdoor sales permits	1	1										
Peddler permits	0	0										
Stop work orders	0	0										
New Contractors	12	9										
Contractor Renewal	11	17										

CODE ENFORCEMENT	October	November	December	January	February	March	April	May	June	July	August	Sept
accumulating junk	13	7										
Closed incidents	5	2										
Illegal dumping	9	7										
Closed incidents	10	1										
Junk Vehicles	8	4										
Closed incidents	1	1										
Livestock	0	0										
Closed incidents	0	0										
Maintain Alley	0	0										
Closed incidents	1	0										
Noxious Weeds	0	0										
Closed incidents	0	1										
Vermin Harborage	0	0										
Closed incidents	0	0										
Stagnant Water	0	0										
Closed incidents	0	0										
Truck Trailers	0	0										
Closed incidents	0	0										
Health Issues	1	0										
Closed incidents	1	0										
Weedy Lots	94	83										
Closed incidents	5	0										
Signs	0	0										
Closed incidents	0	0										
Home Violations	0	1										
Closed incidents	0	1										
Zoning Violations	2	0										
Closed incidents	0	0										
Court Cases	4	1										



# PLANNING DEPARTMENT

INVOICES/ LEINS/ETC	October	November	December	January	February	March	April	May	June	July	August	Sept
Weedy Lot Invoices		25										
Amount	\$ -	\$ 3,355.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Demolition Invoices		0										
Amount	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Leins filed	3	0										
Total Lein Amount	\$ 399.75	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Leins Released	2	7										
Demolition Leins	0	0	0	0	0	0	0	0				
Total Lein Amount	\$ 399.75	\$ 1,583.51		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Payments Collected	\$ 497.75	\$ 1,015.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Yard Sales	36	30										
Business Activities												
new business license	11	7										