

**CITY OF DEL RIO, TEXAS
REGULAR CITY COUNCIL MEETING
COUNCIL CHAMBERS - CITY HALL
109 WEST BROADWAY
WEDNESDAY, NOVEMBER 30, 2016 - 6:30 P.M.**

**AGENDA
DESCRIPTION**

ITEM NO.

-
1. CALL TO ORDER
 2. ROLL CALL
 3. INVOCATION - Pastor Martin Seca, Living Stone Worship Center
 4. PLEDGE OF ALLEGIANCE

5.

CITIZEN COMMENTS
(NO ACTION WILL BE TAKEN)

This is the opportunity for visitors and guests to address the City Council on any issue. City Council may not discuss any presented issue, nor take any action on any issue. A sign-up sheet is available for citizens who wish to address the Council. Please limit remarks to three minutes. Topics of operational concerns shall be directed to the City Manager. Comments should not personally attack other speakers, Council or staff.

6.

MAYOR'S COMMENTS

7.

INFORMATION ITEMS

- a. Fiscal Year 2015-2016 Annual Update on the Usage of the Hotel Occupancy Tax Collection- John Long, Laughlin Heritage Museum
- b. Fiscal Year 2015-2016 Annual Update on the Usage of the Hotel Occupancy Tax Collection - Mary Mota, Brown Plaza Association
- c. City of Del Rio New Year's Eve Celebration- Esmeralda Meza, Community Services Director
- d. Vacancy on the Val Verde County Appraisal District Board of Directors - Alma Venegas, Tax Assessor/Collector

8.

CONSENT AGENDA
(ACTION MAY BE TAKEN ON THESE MATTERS)

This is a procedure to help facilitate the meeting with a CONSENT AGENDA. One motion will approve all action items, noted as consent. These are routine matters which are repeated on the agenda. Approval means they will be implemented as recommended by the administration. Prior to acting on the consent agenda, any Councilmember may have a consent item withdrawn from this portion of the agenda so that it may be discussed prior to action.

- a. Request authorization to travel to San Antonio, Texas to attend the Texas Municipal League Public Funds Investment Act on December 8 - 9, 2016 - Diana Salgado, Councilperson

9.

ORDINANCES
(ACTION MAY BE TAKEN ON THESE MATTERS)

- a. O: 2016 - 150 An Ordinance by the City Council of the City of Del Rio, Texas Authorizing and Directing the City Manager, Henry Arredondo to Sign the Lease for the City's MIS Hardware/Software Infrastructure Upgrade for the City of Del Rio with Dell Marketing L.P. via the State of Texas Department of Information Resources (DIR) Contract #DIR-SDD-1951 and Amend the City Department's Operational Budgets and Appropriate Funding from the General, Enterprise, and Special Revenue Funds. - Mario A. Garcia, Purchasing Agent

10.

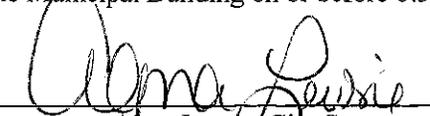
OTHER BUSINESS
(ACTION MAY BE TAKEN ON THESE MATTERS)

- a. Distribution of Evaluation Material for the Formal Evaluation of Henry Arredondo, City Manager - Mary Canales, Human Resources Director
- b. Distribution of Evaluation Material for the End of Probationary Period Review of Alma Levrie, City Secretary - Mary Canales, Human Resources Director
- c. Discussion and possible action on options for the development of air services to and from the Del Rio International Airport - Juan C. Onofre, Airport Manager

11. **ADJOURNMENT**

* NOTE: The Council reserves the right to retire into executive session concerning any of the items listed on this Agenda, whenever it is considered necessary and legally justified under the Open Meetings Act.

I, Alma Levrie, City Secretary, hereby certify that the above agenda was posted on the bulletin board in the Municipal Building and on the bulletin board immediately outside the Municipal Building on or before 6:30 p.m. on the 23rd day of November.


Alma Levrie, City Secretary

City Council Regular

7. a.

Meeting Date: 11/30/2016

Submitted By: Sheris Moreno, Administration

Information

Subject

Fiscal Year 2015-2016 Annual Update on the Usage of the Hotel Occupancy Tax Collection- John Long, Laughlin Heritage Museum

Attachments

No file(s) attached.

City Council Regular

7. b.

Meeting Date: 11/30/2016

Information

Subject

Fiscal Year 2015-2016 Annual Update on the Usage of the Hotel Occupancy Tax Collection - Mary Mota, Brown Plaza Association

Attachments

No file(s) attached.

Meeting Date: 11/30/2016

Submitted By: Esmeralda Meza, Community Services Director, COMMUNITY SERVICE

Information

SUBJECT:

City of Del Rio New Year's Eve Celebration- Esmeralda Meza, Community Services Director

SUMMARY:

Update on City of Del Rio New Year's Eve Celebration. At the 11/15/16 City Council Meeting, the Council voted to task staff with moving forward with the plans for the New Year's Celebration. Staff was to return to the 11/30/16 Council meeting with what the plan would look like.

BACKGROUND:

Staff was tasked to bring back a plan to council.

DISCUSSION:

City of Del Rio has sponsored the New Year's Eve celebration the past few years. Prior to the City being the host, other organizations such as the Red Cross have sponsored the event as a fundraiser. An idea for the future is to incentivize an organization to use the New Year's Eve celebration as a fundraiser.

PROS:

City sponsored event that is open to the public for a fee.

All ages New Year's Eve event.

The city has a budget of \$10,000 for the event.

CONS:

The fee to attend the New Year's Eve celebration.

The entire community does not attend the New Year's Eve celebration.

The fiscal impact to the city is that hourly employees will be paid overtime whereas salaried employees will still be required to work.

RECOMMENDATION:

Staff recommends that the council make a decision based on what they think would be best for the citizens of Del Rio.

Fiscal Impact

FISCAL IMPACT:

\$10,000 for the New Year's Event Celebration

Overtime for hourly staff \$ will vary based on position

Salaried Staff-NA \$0 in monetary compensation

Attachments

No file(s) attached.

City Council Regular

7. d.

Meeting Date: 11/30/2016

Information

Subject

Vacancy on the Val Verde County Appraisal District Board of Directors - Alma Venegas, Tax Assessor/Collector

Attachments

VVCAD- ltr



Cherry T. Sheedy
Chief Appraiser, RPA, CCA



417 W. Cantu Rd
Del Rio, TX 78840

tel 830-774-4602 ext 16
fax 830-775-2101

cherry.sheedy@valverdecad.org

November 2, 2016

Henry Arredondo
City Manager
City of Del Rio

Re: Vacancy on the Val Verde County Appraisal District Board of Directors.

Dear Mr. Arredondo:

We have one (1) vacancy on the board of directors for the Val Verde County Appraisal District due to the resignation of Jim Perry.

The process to replace board of directors upon their resignation is as follows:

§6.03(L) each governing body that is entitled to vote by this section may nominate by **adopted resolution** one candidate to fill the vacancy. The governing body shall submit the name of its nominee to the chief appraiser within **45 days** of this notification. The chief appraiser shall prepare and deliver to the board of directors a list of the nominees within 5 days of receiving the nominees from the governing bodies. The board of directors will then elect by majority vote of its member's one nominee to fill the vacancy.

This letter serves as notification of the vacancy by the current board of directors for the Val Verde County Appraisal District.

Please submit one nominee for the vacant position to the chief appraiser within **45 days** from the date of this letter (deadline for submission **December 19, 2016**). A meeting will be held by the board of directors on January 17, 2017 and the board shall elect by majority vote of its members one nominee to fill the vacancy.

If you need further clarification of the process please let me know.

Sincerely,

A handwritten signature in black ink that reads "Cherry T. Sheedy".

Cherry T. Sheedy, RPA, CCA
Chief Appraiser

Cc: Mayor Garza
City Council Members
Lori Venegas, Tax Assessor/Collector

Meeting Date: 11/30/2016

Submitted By: Sheris Moreno, Executive Secretary, Administration

Information

SUBJECT:

Request authorization to travel to San Antonio, Texas to attend the Texas Municipal League Public Funds Investment Act on December 8 - 9, 2016 - Diana Salgado, Councilperson

SUMMARY:

N/A

BACKGROUND:

N/A

DISCUSSION:

N/A

PROS:

N/A

CONS:

N/A

RECOMMENDATION:

N/A

Fiscal Impact

FISCAL IMPACT:

N/A

Attachments

Travel Request

City of Del Rio
Travel Request Form
(for City Council, Board and Commission Members)

It is the policy of the City of Del Rio that all travel by City Council, Board Members and Commissioners be approved in open session during a City Council Meeting. This form must be completed in full and submitted as an attachment.

TRAVELER INFORMATION:

Name: DIANA B. SALGADO Date: 22-Nov-16

Affiliation: City Council
 Board _____
 Commission _____

TRIP INFORMATION:

Purpose of Travel: TML PUBLIC FUNDS INVESTMENT ACT
Note: A copy of the event brochure, registration form or agenda must be attached to this request.

Justification of Travel: _____

Destination: SAN ANTONIO, TX

Date of Function: Thursday, December 8, 2016

Departure Date: Wednesday, December 7, 2016

Return Date: Friday, December 9, 2016

ESTIMATED EXPENSES

Total Estimated Cost to the City of Del Rio: \$ 653.00

Airfare \$ _____ Mileage: \$ 154.00 Conference Fee: \$ 180.00

Meals: \$ 72.00 Lodging: \$ 247.00 Other (Please Specify): \$ _____

City Council Meeting
City Council Approval _____ Date

Diana B. Salgado
Signature of Traveler _____ Date

Meeting Date: 11/30/2016

Submitted By: Mario Garcia, Purchasing Agent, Finance

Information

SUBJECT:

O: 2016 - 150 An Ordinance by the City Council of the City of Del Rio, Texas Authorizing and Directing the City Manager, Henry Arredondo to Sign the Lease for the City's MIS Hardware/Software Infrastructure Upgrade for the City of Del Rio with Dell Marketing L.P. via the State of Texas Department of Information Resources (DIR) Contract #DIR-SDD-1951 and Amend the City Department's Operational Budgets and Appropriate Funding from the General, Enterprise, and Special Revenue Funds. - Mario A. Garcia, Purchasing Agent

SUMMARY:

Discussion and possible action on an ordinance to sign a lease for the City's MIS Hardware/Software Infrastructure Upgrade for the City of Del Rio with Dell Marketing L.P. via the State of Texas Department of Information Resources (DIR) Contract #DIR-SDD-1951 and to Amend the City Budget and Appropriate Funding from the General, Enterprise, and Special Revenue Funds.

BACKGROUND:

The City of Del Rio MIS system infrastructure has had needs to repair and improve daily operations. These needs include:

- *Replace existing network infrastructure switches which are nearing ending end of life and will no longer be under support from the manufacture.
- *Implement new design topology in accordance with best practices to improve reliability, speed and performance of network.
- *New switches will all run one common management interface which will allow for a more robust network by making both management and troubleshooting faster and easier.
- *Increase core network switches to a 10GB backbone to improve speed and performance.
- *Upgrade primary Firewall to improve security and manageability.
- *Implement new Firewalls at remote buildings to allow the creation of Virtual Private Networks across the internet back to the main data center for secure access of critical applications
- *Install new Fiber from Transportation to Purchasing to increase reliability and performance
- *Replace existing server and storage components which are nearing ending end of life and will no longer be under support from manufacture.
- *Existing servers are under powered for the demands being placed on them causing severe performance degradations.
- *New servers will be significantly faster and running the latest software from VMware will make them much more fault tolerant and allow for failover to the EOC site for disaster recovery should the main data center suffer a major impact such as fire or power failure utilizing Site Recovery Manager.
- *The existing storage lacks enough space to storage all critical data. The new storage not only increases capacity but dramatically improves performance and reliability.
- *The existing backup solution is undersized and will not allow for complete backups of critical data thus putting the City at great risk. Replacing the existing appliance to gain a more reliable backup platform while allowing the continued use of existing VEEAM software reduces cost.
- *There is only one version of Microsoft Exchange in place which is not recommended as there is no fault tolerance. Migrating to Microsoft Office365 will result in significantly increasing reliability and accessibility to email from anywhere in the world with a PC, laptop, tablet or smartphone.
- *The Microsoft Office365 licensing also grants every user to have access to 5 copies of Microsoft Office.
- *The goal is to not only bring the EOC online to serve the functions it needs in the event of a disaster by providing the proper network and server infrastructure to support the needs of critical personnel but it also will serve as a

disaster recovery site should the main data center suffer a catastrophic failure.

*Installation of network switches and cabling will provide connectivity to both the internet and the main data center (via the Firewalls and VPN).

*Installation of servers and storage will allow for any applications to be installed and self-contained and not reliant on the main data center. Additionally, with VMware Site Recovery Manager it will be able to run the critical applications from the main data center should it become nonfunctional due to hardware failure, loss of power or other catastrophic events.

*Implementation of a Firewall will allow the site to be connected to the internet, provide security and provide for a Virtual Private Network back into the main data center.

*Currently the Police Department does not use a Domain Controller and all users are logging into PCs with the same user name. This is a major security risk and provides no audit capabilities should there be a security breach. By implementing a server/storage platform we can provide individual domain credentials / login to each person per best practices. This will also allow for shared storage for data and the installation of any applications present or future.

*The server/storage platform is an integrated unit that is very cost effective and allows for future growth if needed. It is also highly fault tolerant in terms of both hardware and with the VMWare software will provide a highly scalable, reliable and performance infrastructure for key IT functions such as Domain Controller, DHCP, DNS, Active Directory and shared storage for data.

*The implementation of a robust backup appliance running VEEAM along with the tape backup for offsite storage of backups to provide secure and reliable data recovery options in the event of a system or site failure.

*Implementation of a new Firewall will allow the site to be connected to the internet, provide security as well as for the creation of a Virtual Private Network back into the main data center.

*The Fire Department is running one on old file server nearing end of manufacture support with no redundancy which is a single point of failure and is vulnerable to failure

*The server/storage platform is an integrated unit that is very cost effective and allows for future growth if needed. It is also highly fault tolerant in terms of both hardware and with the VMWare software will provide a highly scalable, reliable and performance infrastructure for key IT functions such as Domain Controller, DHCP, DNS, Active Directory and shared storage for data.

*The implementation of a robust backup appliance running VEEAM along with the tape backup for offsite storage of backups to provide secure and reliable data recovery options in the event of a system or site failure.

*Implementation of a new Firewall will allow the site to be connected to the internet, provide security as well as for the creation of a Virtual Private Network back into the main data center.

DISCUSSION:

The authorization by Council to proceed with the lease with Dell Marketing LP will allow for the best cost possible for the City, and for payment over a shorter amount of time, rather than through Certificates of Obligation which would be over a longer period of time. To capture the best cost option for the city, 2 leases are needed. The first for the Dell specific networking and software items with are leased over a period of 5 years at 0% interest for a cost of \$106,452.96 per year and a total amount of \$532,264.80. The second lease is at 5.49% for all services and licenses and are also over a period of 5 years at a cost of \$54,078.42 per year and a total amount of \$243,060.00.

The two lease payment amounts come to an annual payment total of \$160,531.38 and a grand total after 5 years of \$775,324.80.

PROS:

*The City's networking infrastructure will be vastly improved to and made more operationally viable for the daily operations of all city departments including the police and fire departments.

CONS:

*The expenditure of procuring the services and equipment will be significant.

RECOMMENDATION:

An Ordinance by the City Council of the City of Del Rio, Texas authorizing and directing the City Manager, Henry Arredondo, to sign the lease for the City's MIS Hardware/Software Infrastructure Upgrade for the City of Del Rio with Dell Marketing L.P. via the State of Texas Department of Information Resources (DIR) Contract #DIR-SDD-1951 and to amend the City's Operating Budgets and Appropriate Funding from the General, Enterprise, and Special Revenue Funds.

Fiscal Impact

FISCAL IMPACT:

Funding of this lease will be from all City of Del Rio Department's allocated departmental budgets. Annual payment will be in the amount of \$160,531.38 and a grand total after 5 years of \$775,324.80. The Adopted Budget for Fiscal Year 16-17 has appropriated funds of \$109,289 for IT upgrades which were originally going to be funded through COs.

Attachments

Ordinance for lease of network svc and equipment
lease documentsw

ORDINANCE NO. O: 2016 - 150

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF DEL RIO, TEXAS AUTHORIZING AND DIRECTING THE CITY MANAGER, HENRY ARREDONDO TO SIGN THE LEASE FOR THE CITY'S M.I.S. HARDWARE/SOFTWARE INFRASTRUCTURE UPGRADE FOR THE CITY OF DEL RIO WITH DELL MARKETING L.P. VIA THE STATE OF TEXAS DEPARTMENT OF INFORMATION RESOURCES (DIR) CONTRACT #DIR-SDD-1951 AND AMEND THE CITY DEPARTMENT'S OPERATIONAL BUDGETS AND APPROPRIATE FUNDING FOR THIS LEASE, FROM THE GENERAL, ENTERPRISE, AND SPECIAL REVENUE FUNDS.

WHEREAS, the City of Del Rio has the opportunity to purchase and acquire goods and services through the Texas Comptroller of Public Accounts, Department of Information Resources (DIR), which have already been competitively bid and awarded in accordance with the State of Texas Local Government Code, Chapter 271, Section 102; and

WHEREAS, the City's MIS information network infrastructure has many needs to repair and/or upgrade multiple systems and network equipment; and

WHEREAS, the total cost includes the lease/purchase of all infrastructure equipment, network services, hardware/software, storage memory, data recovery; and improve/upgrade services provided to both the Police and Fire Departments; and

WHEREAS, the budget initially adopted to fund the project, has changed from funding by Certificates of Obligation to internal funding, requiring modification and amending of the City's Departments Operational Budgets; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DEL RIO, TEXAS THAT:

The City Council of the City of Del Rio, Texas authorizes and directs the City Manager, Henry Arredondo, to sign the lease for the City's MIS Hardware/Software Infrastructure Upgrade for the City of Del Rio and to amend the City's Operating Budgets and Appropriate Funding for this lease from the General, Enterprise, and Special Revenue Funds with;

**DELL MARKETING L.P.
ONE DELL WAY
ROUND ROCK, TEXAS 78682**

**TOTAL LEASE AMOUNT
\$775,324.80**

PASSED AND APPROVED on this the 30th day of November 2016

ROBERT GARZA
Mayor

ATTEST:

ALMA LEVRIE
City Secretary

REVIEWED FOR ADMINISTRATION:

REVIEWED AS TO FORM AND LEGALITY:

HENRY ARREDONDO
City Manager

SUZANNE WEST
City Attorney

SECRETARY/CLERK CERTIFICATE

I, _____, do hereby certify that:

(i) I am the duly elected, qualified, and acting _____ (Clerk, Secretary, etc.) of CITY OF DEL RIO, TEXAS, a _____ public entity (the "Public Entity").

(ii) Each of the persons whose name, title and signature appear below is a duly authorized representative of the Public Entity and holds on the date of this Certificate the formal title set forth opposite his/her name and the signature appearing opposite each such person's name is his/her genuine signature:

NAME OF AUTHORIZED SIGNATORY (cannot be Clerk/Secretary authenticating this certificate)	TITLE OF AUTHORIZED SIGNATORY	SIGNATURE OF AUTHORIZED SIGNATORY
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(iii) Each such representative is duly authorized for and on behalf of the Public Entity to execute and deliver that certain Master Lease Agreement No. _____ (the "Agreement") and any related Lease Schedules from time to time thereunder (the "Schedules") between the Public Entity and Dell Financial Services L.L.C., or its assignee (collectively, "Lessor"), and all agreements, documents, and instruments in connection therewith, including without limitation, schedules, riders and certificates of acceptance.

(iv) The execution and delivery of any such Agreement and/or Schedule and all agreements, documents, and instruments in connection therewith for and on behalf of the Public Entity are not prohibited by or in any manner restricted by the terms of the Charter or other document pursuant to which it is organized or of any loan agreement, indenture or contract to which the Public Entity is a party or by which it or any of its property is bound.

(v) [STRIKE IF NOT APPLICABLE] The Public Entity did, at a duly called _____ (regular or special) meeting of the governing body of the Public Entity attended throughout by the requisite majority of the members thereof held on _____, 20__, by motion duly made, seconded and carried, in accordance with all requirements of law, approve and authorize the execution and delivery of the Agreement, the related Schedule(s) and all agreements, documents, and instruments in connection therewith on its behalf by the authorized representative(s) of the Public Entity named in paragraph (ii) above. Such action approving the Agreement, the related Schedule(s) and all agreements, documents, and instruments in connection therewith and authorizing the execution thereof has not been altered or rescinded by the Public Entity.

(vi) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default (as such term is defined in the Agreement) exists at the date hereof.

(vii) All insurance required in accordance with the Agreement is currently maintained by the Public Entity.

(viii) The Public Entity has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Rent payments scheduled to come due during the first Fiscal Period and to meet its other obligations for the first Fiscal Period (as such terms are defined in the Agreement) and such funds have not been expended for other purposes.

(ix) The Fiscal Period of the Public Entity is from _____ to _____.

(x) The foregoing authority and information shall remain true and in full force and effect, and Lessor shall be entitled to rely upon same, until written notice of the modification, rescission, or revocation of same, in whole or in part, has been delivered to Lessor, but in any event, shall be effective with respect to any documents executed or actions taken in reliance upon the foregoing authority prior to the delivery to Lessor of said written notice of said modification, rescission or revocation.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 20__.

By: _____

Name: _____

Title: _____

(Clerk or Secretary)

Subscribed to and sworn before me this ____ day of _____, 20__.

Notary Public

My commission expires _____

**CITY OF DEL RIO, TEXAS
TAX EXEMPT LEASE PURCHASE SCHEDULE NO. 810-6646852-002
TO MASTER LEASE AGREEMENT NO. 6646852**

THIS SCHEDULE, ENTERED INTO BETWEEN DELL FINANCIAL SERVICES L.L.C. ("Lessor") and CITY OF DEL RIO, TEXAS ("Lessee"), IS SUBJECT TO AND INCORPORATES THE TERMS AND CONDITIONS OF THE MASTER LEASE AGREEMENT NO. 6646852 ("Agreement") DATED November 29, 2012 BETWEEN DELL FINANCIAL SERVICES L.L.C. ("Lessor") AND THE STATE OF TEXAS ACTING BY AND THROUGH THE DEPARTMENT OF INFORMATION RESOURCES ("DIR") UNDER APPENDIX F OF CONTRACT # DIR-SDD-1951 BETWEEN THE DIR AND DELL MARKETING L.P.

Lessor hereby agrees to lease and/or make available to Lessee subject to the terms, conditions and provisions set forth in this Schedule and in the Agreement, the Products described below. Any capitalized term used herein and not defined herein shall have the meaning ascribed to it in the Agreement.

PRODUCT DESCRIPTION AND LOCATION: See below or Exhibit "A" attached to and made a part hereof.

PRODUCT SELLER: Dell Inc., One Dell Way, Round Rock, TX 78682

<u>Product Description</u>	<u>Product Location</u>	<u>Lessee Purchase Order No.</u>	<u>Primary Term (Mos.)</u>	<u>Commencement Date*</u>
See Exhibit A	See Exhibit A	TBD	60	TBD

Rent is payable: in advance; in arrears [specify]

Payment Period: Monthly Quarterly Annually Other (specify _____)

* Lessee is responsible for applicable taxes, shipping and other amounts as described in the Agreement, and, with the first payment of Rent any prorated Rent if applicable. Such amounts are further described in Exhibit "A".

** The Commencement Date may be extended for one Payment Period until the Schedule is returned in accordance with the terms in the Agreement. Lessor may charge Lessee prorated Rent accruing from the Acceptance Date to the Commencement Date, as such date is finally determined.

LEASE PURCHASE PROVISIONS

The following provisions shall apply with respect to this Schedule in addition to those provisions in the Agreement:

1. SECTION 5. RENT PAYMENTS.

Insert as a new last sentence to this Section the following:

"For the purposes of this Schedule, the Rent and Purchase Price (as of the applicable Purchase Date) are shown in the chart below or on Exhibit "B", attached to and made a part hereof.

<u>Payment Number/ Purchase Date</u>	<u>Rent</u>	<u>Interest Portion</u>	<u>Principal Portion</u>	<u>Purchase Price"</u>
	<u>\$106,452.96</u>	<u>0.00%</u>		<u>\$532,264.80</u>

2. SECTION 12. OWNERSHIP.

Insert at the end of this paragraph the following:

"Notwithstanding the first sentence of this Section, upon Lessee's acceptance of the Products under this Schedule, title to the Products shall vest in Lessee subject to Lessor's rights under the Agreement; provided that, upon an Event of Default or any termination of this Schedule, other than by Lessee's purchase of the Products, title to the Products shall immediately and without any action by either party vest in Lessor, and Lessee shall immediately surrender possession of the Products to Lessor. Any such transfer of title shall occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. Lessee shall, nevertheless, execute and deliver any such instruments as Lessor may request to

evidence such transfer.

3. SECTION 20. REPRESENTATIONS AND WARRANTIES OF LESSEE.

For purposes of this Schedule, add paragraphs (h) through (r) as follows:

(h) Lessee will comply with the information reporting requirements of Section 149(e) of the Code, including but not limited to, the execution (and delivery to Lessor) of information statements requested by Lessor;

(i) Lessee will not do, cause to be done or fail to do any act if such act or failure to act will cause this Agreement, or any transaction hereunder, to be an Arbitrage Bond within the meaning of Section 148 of the Code or a Private Activity Bond within the meaning of Section 141 of the Code;

(j) The total cost of the Products listed in this Schedule will not be less than the total Principal Portion of the Rent listed in this Schedule;

(k) The Products listed in this Schedule have or will be ordered within six months of the date hereof in order to commence such Schedule;

(l) The Products listed in this Schedule are expected to be delivered and installed, and the Seller fully paid, within one year from the date hereof;

(m) No fund or account which secures or otherwise relates to the Rent has been established;

(n) Lessee will not sell, encumber or otherwise dispose of any property comprising this Schedule prior to the final maturity or termination of such Schedule without a written opinion of nationally recognized bond counsel to the effect that any such disposition will not adversely affect the exclusion of interest on the Rent from gross income for federal income tax purposes;

(o) Lessee agrees to execute, deliver and provide Lessor with satisfactory evidence of the filing of such documentation, as may be required for the purposes of properly reporting this Schedule, including, without limitation, IRS forms 8038-G or 8038-GC, as required under the Code;

(p) It is expected that Rent under this Schedule will be paid from periodic appropriations of the Lessee deposited into the general fund of the Lessee, that such appropriations will equal the Rent due during each Fiscal Period of Lessee, and that all amounts paid for Rent will be from an appropriation made by the Lessee during the Fiscal Period in which such Rent is made;

(q) To the best of our knowledge, information and belief, the above expectations are reasonable; and

(r) Lessee will comply with all applicable provisions of the Code, including without limitation Sections 103, 141 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of Rent from gross income for purposes of federal income taxation.

Without limiting the generality of the foregoing, Lessor hereby gives notice to Lessee that, upon execution of this Schedule by Lessor, Lessor shall assign all of its right, title and interest in, to and under this Schedule, including all Products and all payments owing under such Schedule, to Dell Equipment Funding L.P. ("DEF") pursuant to a purchase agreement between the Lessor and DEF. Lessee hereby acknowledges and consents to such assignment and shall keep, or cause to be kept, a complete and accurate record of all such assignments in a manner and form necessary to comply with Section 149(a) of the Code and the Treasury Regulations promulgated thereunder. Lessor hereby directs Lessee to continue to make any and all payments required to be made under this Schedule directly to Lessor, as servicing agent for DEF, at the same address to which Lessee is currently making payments unless and until Lessor is directed by DEF to make such payments to a different address or payee."

TO THE EXTENT PERMITTED BY LAW, AND IN ADDITION TO LESSEE'S OBLIGATION UNDER SECTION 17 OF THE AGREEMENT, LESSEE HEREBY ASSUMES LIABILITY FOR, AND SHALL PAY WHEN DUE, AND SHALL INDEMNIFY AND DEFEND LESSOR AND ITS SUCCESSORS AND ASSIGNS AGAINST, ANY AND ALL LIABILITIES, LOSSES, DAMAGES, CLAIMS AND EXPENSES (INCLUDING REASONABLE ATTORNEY FEES) RELATING TO OR ARISING OUT OF LESSEE'S BREACH OF ANY OF ITS REPRESENTATIONS, WARRANTIES, OR COVENANTS CONTAINED IN SECTION 20 OF THE AGREEMENT AS SUPPLEMENTED HEREIN.

4. SECTION 30. MISCELLANEOUS.

Insert the following at the end of subsection (b):

"Notwithstanding the foregoing, this Schedule may be signed in any number of counterparts each of which when so executed or otherwise authenticated and delivered shall be an original but all counterparts shall together constitute one and the same instrument. To the extent this Schedule would constitute chattel paper as that term is defined in the UCC, no security interest may

be created through the transfer or control or possession, as applicable, of a counterpart of a Schedule other than the original in Lessor's possession marked by Lessor as either "original" or "Counterpart Number 1".

Insert the following at the end of subsection (e):

"If Lessee delivers this Schedule or any amendment (each a "Document") to Lessor by facsimile transmission, and Lessor does not receive all of the pages of that Document, Lessee agrees that, except for any pages which require a signature, Lessor may supply the missing pages to the Document from Lessor's database which conforms to the version number at the bottom of the page. If Lessee delivers a signed Document to Lessor as an e-mail attachment, facsimile transmission or by U.S. mail, Lessee acknowledges that Lessor is relying on Lessee's representation that the Document has not been altered. Lessee further agrees that, notwithstanding any rule of evidence to the contrary, in any hearing, trial or proceeding of any kind with respect to a Document, Lessor may produce a tangible copy of the Document transmitted by Lessee to Lessor by facsimile or as an e-mail attachment and such signed copy shall be deemed to be the original of the Document. To the extent (if any) that the Document constitutes chattel paper under the Uniform Commercial Code, the authoritative copy of the Document shall be the copy designated by Lessor or its assignee, from time to time, as the copy available for access and review by Lessee, Lessor of its assignee. All other copies are deemed identified as copies of the authoritative copy. In the event of inadvertent destruction of the authoritative copy, or corruption of the authoritative copy for any reason or as the result of any cause, the authoritative copy may be restored from a backup or archive copy, and the restored copy shall become the authoritative copy. At Lessor's option, this electronic record may be converted into paper form. At such time, such paper copy will be designated or marked as the authoritative copy of the Document."

5. PURCHASE OPTION.

Provided that no Event of Default has occurred and is continuing, and upon satisfaction of all payment obligations herein by Lessee, Lessee shall be entitled to Lessor's interest in the Products, AS IS, WHERE IS, WITHOUT WARRANTY OR RECOURSE, EXPRESS, IMPLIED OR OTHERWISE, BY OR AGAINST LESSOR, INCLUDING ANY WARRANTIES OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT, other than the absence of any liens by, through, or under Lessor.

As continuing security for Lessee's obligations hereunder, Lessee hereby grants to Lessor, a first-priority security interest in all of Lessee's rights and interest in and to the Products and all proceeds thereof, free and clear of all security interests, liens or encumbrances whatsoever.

6. COMPLETION OF SCHEDULE. Lessee hereby authorizes Lessor to insert or update the Commencement Date and the serial numbers of the Products from time to time as necessary.

By signing below, each of the parties hereto agrees to be bound by the terms of the Agreement, this Schedule and the attached Exhibits "A" and "B".

CITY OF DEL RIO, TEXAS
(Lessee)

DELL FINANCIAL SERVICES L.L.C.
(Lessor)

By: _____
(Authorized Signature)

(Name/Title)

(Date)

By: _____
(Authorized Signature)

(Name/Title)

(Date)

ACCEPTANCE CERTIFICATE

Acceptance Certificate under Schedule No 810-6646852-002 dated as of _____ between Dell Financial Services L.L.C. ("Lessor") and CITY OF DEL RIO, TEXAS ("Lessee") under Master Lease Agreement No. 6646852 dated as of November 29, 2012 between Dell Financial Services L.L.C and the State of Texas acting by and through the Department of Information Resources ("DIR") under Appendix F of contract # DIR-SDD-1951 between the DIR and Dell Marketing L.P. (collectively, the "Lease").

1. Asset(s). The Lessee hereby certifies that the Asset(s) set forth and described in the above mentioned Schedule have been delivered to the location(s) set forth in the Schedule, inspected by the Lessee, found to be in good order and accepted, all on the Date of Acceptance set forth below:

Date of Acceptance: _____, 20__

2. Representations by the Lessee. The Lessee hereby represents and warrants to the Lessor and any Assignees that on the Date of Acceptance set forth above:

(a) the representations and warranties of the Lessee set forth in the Lease are true and correct in all material respects as though made on and as of such Date of Acceptance; (b) the Lessee has satisfied or complied with all requirements set forth in the Lease to be satisfied or complied with on or prior to such Date of Acceptance; (c) no Default or Event of Default under this Lease has occurred and is continuing on such Date of Acceptance; and (d) the Asset(s) are insured in accordance with the provisions of the Master Lease Agreement.

LESSEE:

BY: _____

NAME: _____

TITLE: _____



(830) 774-8560

November 8, 2016

Dell Financial Services, L.L.C.
One Dell Way
Round Rock, TX 78682

Ladies and Gentlemen:

We are counsel to the City of Del Rio, Texas (the “Lessee”) and, in that capacity, we have examined Master Lease Agreement No. 6646852, dated as of November 29, 2012, and the Lease Purchase Schedule No. 810-6646852-002 to Master Lease Agreement No. 6646852 thereto, dated as of November 29, 2012 (collectively the “Agreement”), between the Lessee and Dell Financial Services, L.L.C. (the “Lessor”).

Based on our examination of the Agreement and such other examinations as we have deemed appropriate, we are of the opinion as follows:

- (a) The Lessee is an entity duly organized and existing under and by virtue of the authorizing statute or constitutional provisions of the State of Texas and is a state or political subdivision thereof as described in Section 103(a) of the Internal Revenue Code of 1986, as amended, with full power and authority to enter into the Agreement and the transactions contemplated thereby and to perform all of its obligations thereunder;
- (b) The Agreement has been duly authorized, executed and delivered by Henry Arredondo, City Manager, of the Lessee by proper action of its governing board at a meeting duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity of enforceability of the Agreement against the Lessee;
- (c) The Agreement constitutes the valid, legal and binding obligation of the Lessee, enforceable in accordance with its terms;

Letter: Dell Financial Services, L.L.C.
One Dell Way
Round Rock, TX 78682

- (d) No approval, consent or withholding of objection is required from any federal, state or local governmental authority or instrumentality with respect to the entering into or performance by the Lessee of the Agreement and the transactions contemplated thereby;
- (e) Lessee has complied with any applicable public bidding requirements and other applicable state and federal laws in connection with the Agreement and the transactions contemplated thereby;
- (f) The entering into and performance of the Agreement will not violate any judgment, order, law or regulation applicable to the Lessee or result in any breach of, or constitute a default under, any instrument to which the Lessee is a party or by which it or its assets may be bound, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of the Lessee or on the Products, other than those created by the Agreement;
- (g) The Products are tangible personal property and when subject to use by the Lessee will not be or become fixtures or real property under the laws of the State of Texas;
- (h) There are no actions, suits, proceedings, inquiries or investigations, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting, nor to the best of our knowledge and belief is there any basis therefor, which, if determined adversely to Lessee, will have a material adverse effect on the ability of the Lessee to fulfill its obligations under the Agreement; and
- (i) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for Lessee's current Fiscal Period to make the Rent payments scheduled to come due during Lessee's current Fiscal Period and to meet its other obligations under the Agreement for the current Fiscal Period, and such funds have not been expended for other purposes.

This opinion is delivered to the addressee for its benefit and the benefit of its assigns for the purpose contemplated by the Agreement.

Very truly yours,



SUZANNE WEST
City Attorney

SW:aag



One Dell Way
Round Rock, TX 78682

City of Del Rio, Texas
LEASE SCHEDULE
No. 810-6646852-002
EXHIBIT A

Commencement Date: TBD
Termination Date: TBD

OCMA Quote #	Qty	Item #	Service #	Item Description	Estimate Unit	Total Equipment Cost	Estimate Unit
Estimate 2045			NA	Dell N4032F (735261479)	0.20000	\$8,215.72	0.20000
			NA	Dell N2048P	1,628.05	\$8,140.27	0.20000
			NA	Dell N1524P (735261992)	4,530.38	\$22,651.92	0.20000
			NA	400x 1 meter and 100x 3 meter	385.20	\$1,925.99	0.20000
			NA	Dell NSA 3600 (735262166)	1,656.00	\$8,280.00	0.20000
			NA	Dell T2400 (735263841)	1,764.00	\$8,620.00	0.20000
			NA	Dell N4032F (735265520)	2,757.36	\$13,786.78	0.20000
			NA	Dell Compellent SC2020 (735265933)	8,043.72	\$40,218.61	0.20000
			NA	Dell R630 (735266063)	5,335.42	\$26,677.08	0.20000
			NA	Dell R630 (with Vmware licensing)	10,551.00	\$52,755.00	0.20000
			NA	Dell R730XD (735266148)	2,400.44	\$12,002.21	0.20000
			NA	V/A VMWARE VCENTER SITE RECOVERY MANAGER 6 (735287617)	4,561.34	\$22,806.70	0.20000
			NA	V/A VMWARE TRAINING CREDITS PREPAID 10-50 (735245456)	563.06	\$2,815.40	0.20000
			NA	2x APC DLT5KRWMLT and 2x APC AP7541 - 220V (735266594)	1,273.00	\$6,365.00	0.20000
			NA	2x APC SMT3000RMT2U and 2x APC AP7540 - 220V (735266787)	754.81	\$3,774.07	0.20000
			NA	Dell N2048 (735266944)	844.21	\$4,221.07	0.20000
			NA	Dell X1018 (735267179)	173.48	\$867.42	0.20000
			NA	Dell SonicWall TZ 400 (735267455)	176.40	\$882.00	0.20000
			NA	Dell N4032F (735265742)	2,800.23	\$14,001.14	0.20000
			NA	Dell Compellent SC2080 (735267485)	6,318.47	\$31,592.33	0.20000
			NA	Dell R630 (735267519)	2,631.71	\$13,158.54	0.20000
			NA	Dell R630 (with Vmware licensing)	10,470.37	\$52,351.85	0.20000
			NA	2x APC DLT3000RMT2U 3000VA & 2x APC AP9567 (735266787)	606.70	\$3,033.50	0.20000
			NA	Dell N2048P (735267598)	879.15	\$4,395.74	0.20000
			NA	Dell VRTX Rack (735267625)	6,867.83	\$34,339.16	0.20000
			NA	PowerEdge M630 Blade Server	4,257.76	\$21,288.79	0.20000
			NA	R730XD and PowerVault PVL114X L107 (735267839)	4,439.16	\$22,195.82	0.20000
			NA	VEEAM BACKUP AND REPLT FOR VMWARE NEW LIC PUBLIC SECTOR	544.97	\$2,724.84	0.20000

Refer to Quote

Refer to Quote

Refer to Quote

Refer to Quote

Network Upgrades

Main Data Center

EOC - DR

Police Department

NA	2x APC DL13000RM2U 3000VA & 2x APC AP9567 (735266787)	606.70	\$3,033.50	0.20000
	Dell N2048P (735267598)	879.15	\$4,395.74	0.20000
	Dell VRTX Rack (735267625)	6,867.83	\$34,339.16	0.20000
	PowerEdge M630 Blade Server	4,257.76	\$21,288.79	0.20000
	R730XD and PowerVault PV114X LT07 (735267839)	4,439.16	\$22,195.82	0.20000
	VEEAM BACKUP AND REPLT FOR VMWARE NEW LIC'S PUBLIC SECTOR	544.97	\$2,724.84	0.20000

Refer to Quote Estimate 2049 Fire Department

Totals:		\$106,452.96	\$532,264.80	
		(including applicable taxes)		

CITY OF DEL RIO, TEXAS
Amortization Schedule
Schedule 810-6646852-002
Exhibit B - Networking and Software

Payment #	Opening Balance	RENT	INTEREST	PRINCIPAL	Balance
	\$ 532,264.80				
DLED*	\$ (42,581.18)				\$ 489,683.62
1	\$ 489,683.62	\$ 106,452.96	\$ -	\$ 106,452.96	\$ 383,230.66
2	\$ 383,230.66	\$ 106,452.96	\$ 16,677.45	\$ 89,775.51	\$ 293,455.14
3	\$ 293,455.14	\$ 106,452.96	\$ 12,770.59	\$ 93,682.37	\$ 199,772.77
4	\$ 199,772.77	\$ 106,452.96	\$ 8,693.72	\$ 97,759.24	\$ 102,013.53
5	\$ 102,013.53	\$ 106,452.96	\$ 4,439.43	\$ 102,013.53	\$ -

*Dell Lease Equipment Discount

**CITY OF DEL RIO, TEXAS
TAX EXEMPT LEASE PURCHASE SCHEDULE NO. 001-6646852-003
TO MASTER LEASE AGREEMENT NO. 6646852**

THIS SCHEDULE, ENTERED INTO BETWEEN DELL FINANCIAL SERVICES L.L.C. ("Lessor") and CITY OF DEL RIO, TEXAS ("Lessee"), IS SUBJECT TO AND INCORPORATES THE TERMS AND CONDITIONS OF THE MASTER LEASE AGREEMENT NO. 6646852 ("Agreement") DATED November 29, 2012 BETWEEN DELL FINANCIAL SERVICES L.L.C. ("Lessor") AND THE STATE OF TEXAS ACTING BY AND THROUGH THE DEPARTMENT OF INFORMATION RESOURCES ("DIR") UNDER APPENDIX F OF CONTRACT # DIR-SDD-1951 BETWEEN THE DIR AND DELL MARKETING L.P.

Lessor hereby agrees to lease and/or make available to Lessee subject to the terms, conditions and provisions set forth in this Schedule and in the Agreement, the Products described below. Any capitalized term used herein and not defined herein shall have the meaning ascribed to it in the Agreement.

PRODUCT DESCRIPTION AND LOCATION: See below or Exhibit "A" attached to and made a part hereof.

PRODUCT SELLER: Dell Inc., One Dell Way, Round Rock, TX 78682

<u>Product Description</u>	<u>Product Location</u>	<u>Lessee Purchase Order No.</u>	<u>Primary Term (Mos.)</u>	<u>Commencement Date*</u>
See Exhibit A	See Exhibit A	TBD	60	TBD

Rent is payable: in advance; in arrears [specify]

Payment Period: Monthly Quarterly Annually Other (specify _____)

* Lessee is responsible for applicable taxes, shipping and other amounts as described in the Agreement, and, with the first payment of Rent any prorated Rent if applicable. Such amounts are further described in Exhibit "A".

** The Commencement Date may be extended for one Payment Period until the Schedule is returned in accordance with the terms in the Agreement. Lessor may charge Lessee prorated Rent accruing from the Acceptance Date to the Commencement Date, as such date is finally determined.

LEASE PURCHASE PROVISIONS

The following provisions shall apply with respect to this Schedule in addition to those provisions in the Agreement:

1. SECTION 5. RENT PAYMENTS.

Insert as a new last sentence to this Section the following:

"For the purposes of this Schedule, the Rent and Purchase Price (as of the applicable Purchase Date) are shown in the chart below or on Exhibit "B", attached to and made a part hereof.

<u>Payment Number/ Purchase Date</u>	<u>Rent</u>	<u>Interest Portion</u>	<u>Principal Portion</u>	<u>Purchase Price"</u>
	<u>\$54,078.42</u>	<u>5.49%</u>		<u>\$243,060.00</u>

2. SECTION 12. OWNERSHIP.

Insert at the end of this paragraph the following:

"Notwithstanding the first sentence of this Section, upon Lessee's acceptance of the Products under this Schedule, title to the Products shall vest in Lessee subject to Lessor's rights under the Agreement; provided that, upon an Event of Default or any termination of this Schedule, other than by Lessee's purchase of the Products, title to the Products shall immediately and without any action by either party vest in Lessor, and Lessee shall immediately surrender possession of the Products to Lessor. Any such transfer of title shall occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. Lessee shall, nevertheless, execute and deliver any such instruments as Lessor may request to

evidence such transfer.

3. SECTION 20. REPRESENTATIONS AND WARRANTIES OF LESSEE.

For purposes of this Schedule, add paragraphs (h) through (r) as follows:

- "(h) Lessee will comply with the information reporting requirements of Section 149(e) of the Code, including but not limited to, the execution (and delivery to Lessor) of information statements requested by Lessor;
- (i) Lessee will not do, cause to be done or fail to do any act if such act or failure to act will cause this Agreement, or any transaction hereunder, to be an Arbitrage Bond within the meaning of Section 148 of the Code or a Private Activity Bond within the meaning of Section 141 of the Code;
- (j) The total cost of the Products listed in this Schedule will not be less than the total Principal Portion of the Rent listed in this Schedule;
- (k) The Products listed in this Schedule have or will be ordered within six months of the date hereof in order to commence such Schedule;
- (l) The Products listed in this Schedule are expected to be delivered and installed, and the Seller fully paid, within one year from the date hereof;
- (m) No fund or account which secures or otherwise relates to the Rent has been established;
- (n) Lessee will not sell, encumber or otherwise dispose of any property comprising this Schedule prior to the final maturity or termination of such Schedule without a written opinion of nationally recognized bond counsel to the effect that any such disposition will not adversely affect the exclusion of interest on the Rent from gross income for federal income tax purposes;
- (o) Lessee agrees to execute, deliver and provide Lessor with satisfactory evidence of the filing of such documentation, as may be required for the purposes of properly reporting this Schedule, including, without limitation, IRS forms 8038-G or 8038-GC, as required under the Code;
- (p) It is expected that Rent under this Schedule will be paid from periodic appropriations of the Lessee deposited into the general fund of the Lessee, that such appropriations will equal the Rent due during each Fiscal Period of Lessee, and that all amounts paid for Rent will be from an appropriation made by the Lessee during the Fiscal Period in which such Rent is made;
- (q) To the best of our knowledge, information and belief, the above expectations are reasonable; and
- (r) Lessee will comply with all applicable provisions of the Code, including without limitation Sections 103, 141 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of Rent from gross income for purposes of federal income taxation.

Without limiting the generality of the foregoing, Lessor hereby gives notice to Lessee that, upon execution of this Schedule by Lessor, Lessor shall assign all of its right, title and interest in, to and under this Schedule, including all Products and all payments owing under such Schedule, to Dell Equipment Funding L.P. ("DEF") pursuant to a purchase agreement between the Lessor and DEF. Lessee hereby acknowledges and consents to such assignment and shall keep, or cause to be kept, a complete and accurate record of all such assignments in a manner and form necessary to comply with Section 149(a) of the Code and the Treasury Regulations promulgated thereunder. Lessor hereby directs Lessee to continue to make any and all payments required to be made under this Schedule directly to Lessor, as servicing agent for DEF, at the same address to which Lessee is currently making payments unless and until Lessor is directed by DEF to make such payments to a different address or payee."

TO THE EXTENT PERMITTED BY LAW, AND IN ADDITION TO LESSEE'S OBLIGATION UNDER SECTION 17 OF THE AGREEMENT, LESSEE HEREBY ASSUMES LIABILITY FOR, AND SHALL PAY WHEN DUE, AND SHALL INDEMNIFY AND DEFEND LESSOR AND ITS SUCCESSORS AND ASSIGNS AGAINST, ANY AND ALL LIABILITIES, LOSSES, DAMAGES, CLAIMS AND EXPENSES (INCLUDING REASONABLE ATTORNEY FEES) RELATING TO OR ARISING OUT OF LESSEE'S BREACH OF ANY OF ITS REPRESENTATIONS, WARRANTIES, OR COVENANTS CONTAINED IN SECTION 20 OF THE AGREEMENT AS SUPPLEMENTED HEREIN.

4. SECTION 30. MISCELLANEOUS.

Insert the following at the end of subsection (b):

"Notwithstanding the foregoing, this Schedule may be signed in any number of counterparts each of which when so executed or otherwise authenticated and delivered shall be an original but all counterparts shall together constitute one and the same instrument. To the extent this Schedule would constitute chattel paper as that term is defined in the UCC, no security interest may

be created through the transfer or control or possession, as applicable, of a counterpart of a Schedule other than the original in Lessor's possession marked by Lessor as either "original" or "Counterpart Number 1".

Insert the following at the end of subsection (e):

"If Lessee delivers this Schedule or any amendment (each a "Document") to Lessor by facsimile transmission, and Lessor does not receive all of the pages of that Document, Lessee agrees that, except for any pages which require a signature, Lessor may supply the missing pages to the Document from Lessor's database which conforms to the version number at the bottom of the page. If Lessee delivers a signed Document to Lessor as an e-mail attachment, facsimile transmission or by U.S. mail, Lessee acknowledges that Lessor is relying on Lessee's representation that the Document has not been altered. Lessee further agrees that, notwithstanding any rule of evidence to the contrary, in any hearing, trial or proceeding of any kind with respect to a Document, Lessor may produce a tangible copy of the Document transmitted by Lessee to Lessor by facsimile or as an e-mail attachment and such signed copy shall be deemed to be the original of the Document. To the extent (if any) that the Document constitutes chattel paper under the Uniform Commercial Code, the authoritative copy of the Document shall be the copy designated by Lessor or its assignee, from time to time, as the copy available for access and review by Lessee, Lessor or its assignee. All other copies are deemed identified as copies of the authoritative copy. In the event of inadvertent destruction of the authoritative copy, or corruption of the authoritative copy for any reason or as the result of any cause, the authoritative copy may be restored from a backup or archive copy, and the restored copy shall become the authoritative copy. At Lessor's option, this electronic record may be converted into paper form. At such time, such paper copy will be designated or marked as the authoritative copy of the Document."

5. PURCHASE OPTION.

Provided that no Event of Default has occurred and is continuing, and upon satisfaction of all payment obligations herein by Lessee, Lessee shall be entitled to Lessor's interest in the Products, AS IS, WHERE IS, WITHOUT WARRANTY OR RECOURSE, EXPRESS, IMPLIED OR OTHERWISE, BY OR AGAINST LESSOR, INCLUDING ANY WARRANTIES OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT, other than the absence of any liens by, through, or under Lessor.

As continuing security for Lessee's obligations hereunder, Lessee hereby grants to Lessor, a first-priority security interest in all of Lessee's rights and interest in and to the Products and all proceeds thereof, free and clear of all security interests, liens or encumbrances whatsoever.

6. COMPLETION OF SCHEDULE. Lessee hereby authorizes Lessor to insert or update the Commencement Date and the serial numbers of the Products from time to time as necessary.

By signing below, each of the parties hereto agrees to be bound by the terms of the Agreement, this Schedule and the attached Exhibits "A" and "B".

CITY OF DEL RIO, TEXAS
(Lessee)

DELL FINANCIAL SERVICES L.L.C.
(Lessor)

By: _____
(Authorized Signature)

(Name/Title)

(Date)

By: _____
(Authorized Signature)

(Name/Title)

(Date)

ACCEPTANCE CERTIFICATE

Acceptance Certificate under Schedule No 001-6646852-003 dated as of _____ between Dell Financial Services L.L.C. ("Lessor") and CITY OF DEL RIO, TEXAS ("Lessee") under Master Lease Agreement No. 6646852 dated as of November 29, 2012 between Dell Financial Services L.L.C and the State of Texas acting by and through the Department of Information Resources ("DIR") under Appendix F of contract # DIR-SDD-1951 between the DIR and Dell Marketing L.P. (collectively, the "Lease").

1. Asset(s). The Lessee hereby certifies that the Asset(s) set forth and described in the above mentioned Schedule have been delivered to the location(s) set forth in the Schedule, inspected by the Lessee, found to be in good order and accepted, all on the Date of Acceptance set forth below:

Date of Acceptance: _____, 20__

2. Representations by the Lessee. The Lessee hereby represents and warrants to the Lessor and any Assignees that on the Date of Acceptance set forth above:

(a) the representations and warranties of the Lessee set forth in the Lease are true and correct in all material respects as though made on and as of such Date of Acceptance; (b) the Lessee has satisfied or complied with all requirements set forth in the Lease to be satisfied or complied with on or prior to such Date of Acceptance; (c) no Default or Event of Default under this Lease has occurred and is continuing on such Date of Acceptance; and (d) the Asset(s) are insured in accordance with the provisions of the Master Lease Agreement.

LESSEE:

BY: _____

NAME: _____

TITLE: _____

City of Del Rio, Texas
LEASE SCHEDULE
No. 001-6646852-003
EXHIBIT A

Commencement Date: TBD
Termination Date: TBD

Refer to Quote	DOMS Quote #	COX	Item #	Service Tag	Item Description	Periodic Rent	Total Equipment Cost	LEF Asset
	Estimate 2045	Network Upgrades		NA	Enterprise Services	1,001.71	\$4,500.00	0.22249
					Enterprise Services	3,337.35	\$15,000.00	0.22249
					Enterprise Services	1,073.45	\$4,600.00	0.22249
					Fiber: Transportation to Purchasing	13,229.26	\$59,460.00	0.22249
	Estimate 2046	Main Data Center		NA	Enterprise Services	\$5,006.03	\$22,500.00	0.22249
					AD Assessment and Office365 Migration	\$5,335.76	\$24,000.00	0.22249
					Microsoft Office 365 licensing	\$14,016.87	\$63,000.00	0.22249
	Estimate 2047	EOC - DR		NA	40 Network cable drops	\$1,112.45	\$5,000.00	0.22249
					Enterprise Services	\$3,337.35	\$15,000.00	0.22249
	Estimate 2048	Police Department		NA	Enterprise Services	\$3,337.35	\$15,000.00	0.22249

Totals: \$54,078.42 (excluding applicable taxes) \$243,060.00

CITY OF DEL RIO, TEXAS
Amortization Schedule
Schedule 001-6646852-003
Exhibit B - Services and Licenses

Payment #	Opening Balance	RENT	INTEREST	PRINCIPAL	Balance
1	\$ 243,060.00	\$ 54,078.42	\$ -	\$ 54,078.42	\$ 188,981.58
2	\$ 188,981.58	\$ 54,078.42	\$ 10,641.60	\$ 43,436.82	\$ 145,544.76
3	\$ 145,544.76	\$ 54,078.42	\$ 8,195.66	\$ 45,882.76	\$ 99,662.01
4	\$ 99,662.01	\$ 54,078.42	\$ 5,611.99	\$ 48,466.43	\$ 51,195.58
5	\$ 51,195.58	\$ 54,078.42	\$ 2,882.84	\$ 51,195.58	\$ -

Meeting Date: 11/30/2016

Information

Subject

Distribution of Evaluation Material for the Formal Evaluation of Henry Arredondo, City Manager - Mary Canales, Human Resources Director

Attachments

Evaluation Form - City Manager

**Evaluation Form
City Manager**



City Manager: _____

Date: _____

Evaluation Period: _____

Definitions of Performance Ratings

0	Unacceptable	Performance fails to meet the minimum requirements of the position.
1	Needs Improvement	Performance is inconsistent and often ineffective; shows a need for improvement.
2	Meets Expectations	Fulfillment of the job requirements and expectations of the City Council.
3	Exceeds Expectations	Performance which routinely exceeds expectations of the City Council.
4	Outstanding	Consistently exceeds the expectations of the City Council and is clearly superior.
N/A	Not Applicable	Unable to rate or there has been no opportunity to observe the performance area.

Evaluation Criteria

(1) MANAGEMENT

Service Delivery Management:

City Manager/Administration	0	1	2	3	4	N/A
Police	0	1	2	3	4	N/A
Fire	0	1	2	3	4	N/A
Finance	0	1	2	3	4	N/A
Engineering	0	1	2	3	4	N/A
Public Works	0	1	2	3	4	N/A
Human Resources	0	1	2	3	4	N/A

Comments: _____

Plans, organizes, coordinates and directs the work of the City through Department Directors, Division Managers and support staff 0 1 2 3 4 N/A

Comments: _____

Develops and directs the implementation of goals, objectives, policies, procedures, priorities and work standards for each City department in accordance with the mission established by the City Council 0 1 2 3 4 N/A

Comments: _____

Directs development and implementation of initiatives for service quality improvements 0 1 2 3 4 N/A

Comments: _____

Evaluation Criteria (continued)

Manages the City's Economic Development Process, directs research and analysis; synthesizes information and presents findings and proposals on behalf of the City. 0 1 2 3 4 N/A

Comments: _____

Ensures City compliance with state, federal and local statutes and regulations, as well as with grant and contract provisions. 0 1 2 3 4 N/A

Comments: _____

Oversees the enforcement of all City ordinances. 0 1 2 3 4 N/A

Comments: _____

Human Resource Management

Staff Effectiveness: How effective are City employees overall? 0 1 2 3 4 N/A

Staff Responsiveness and Follow Through: How responsive are City employees to citizens and businesses, what is the service orientation, and how is the follow-through? 0 1 2 3 4 N/A

Staff Morale: What is the level of overall morale within the organization? 0 1 2 3 4 N/A

Staff Development and Retention: How much are employees improving their work skills, and what is employee retention like? 0 1 2 3 4 N/A

Staff Evaluations (and discipline as necessary): How well are employee evaluations done, and is discipline, when necessary, applied appropriately, fairly, and even-handedly? 0 1 2 3 4 N/A

Staff Recruitment and Selection: How well have recruitments been conducted, and have good employees been selected and hired? 0 1 2 3 4 N/A

Comments: _____

Exercises control over all City departments and divisions, except as otherwise provided by City Charter. 0 1 2 3 4 N/A

Comments: _____

Evaluates the organizational structure and staffing of the City and makes necessary recommendations to City Council. 0 1 2 3 4 N/A

Comments: _____

Evaluation Criteria (continued)

Risk Management

General Liability: How well has general liability been managed?	0	1	2	3	4	N/A
Workplace and Employee Safety: How well has workplace and employee safety been addressed?	0	1	2	3	4	N/A

Comments: _____

Financial Management

Organizational Efficiency: How efficiently does the organization use its limited financial resources?	0	1	2	3	4	N/A
Budget: How good, and appropriate, is the budget process, presentation, and implementation?	0	1	2	3	4	N/A
Financial Position: How well is financial planning management undertaken, and given relative economic conditions and factors outside the control of the City, is the financial condition of the City improving?	0	1	2	3	4	N/A

Comments: _____

Ensures that City Council is kept apprised of the financial condition and future needs of the City and makes such recommendations as necessary	0	1	2	3	4	N/A
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Comments: _____

Identifies and secures additional funding sources	0	1	2	3	4	N/A
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Comments: _____

Ensures efficient and economical purchasing of equipment, supplies, materials, property and facilities	0	1	2	3	4	N/A
--	---	---	---	---	---	-----

Comments: _____

(2) PLANNING

Development of Goals and Objectives: How well have meaningful goals and objectives been developed?	0	1	2	3	4	N/A
Program Development: How well have City programs and projects been developed?	0	1	2	3	4	N/A
Policy Facilitation: How well has Council's policy making been facilitated by good advance staff work?	0	1	2	3	4	N/A

Comments: _____

Evaluation Criteria (continued)

(3) ACCOMPLISHMENTS

Goals and Objectives: Have established goals and objectives been met?	0	1	2	3	4	N/A
Program Implementation: How well have City programs and projects been implemented?	0	1	2	3	4	N/A
	0	1	2	3	4	N/A

Policy Execution: How well have Council policy directives been carried out?

Comments: _____

(4) LEADERSHIP

Regional Leadership: Has the City Manager been an effective leader and advocate for Del Rio in the regional community?	0	1	2	3	4	N/A
Leadership by Example: Has the City Manager led the organization by creating a good example?	0	1	2	3	4	N/A
Foresight, Imagination and Vision: Does the City Manager display foresight, imagination, and vision, and demonstrate reasonable risk-taking where rewards may be great?	0	1	2	3	4	N/A
Strategic Thinking: Does the City Manager display strategic thinking?	0	1	2	3	4	N/A

Comments: _____

Creates an organizational climate of teamwork and service excellence	0	1	2	3	4	N/A
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Comments: _____

(5) INTERPERSONAL RELATIONS

What is the status of the City Manager's relationship with:

City Council?	0	1	2	3	4	N/A
Citizens and Community Groups?	0	1	2	3	4	N/A
City Employees?	0	1	2	3	4	N/A
Other Government Agencies?	0	1	2	3	4	N/A
Public and Press Relations?	0	1	2	3	4	N/A

Comments: _____

Keeps the City Council informed on progress in all departments and on any other pertinent matters relating to City operations to enable them to make informed policy decisions	0	1	2	3	4	N/A
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Comments: _____

Evaluation Criteria (continued)

(6) COMMUNICATIONS

How well does the City Manager communicate

Orally?	0	1	2	3	4	N/A
In Written Format?	0	1	2	3	4	N/A
Does the City Manager project a positive image of the City?	0	1	2	3	4	N/A
How responsive is the City Manager to citizen complaints and inquiries?	0	1	2	3	4	N/A

Comments: _____

(7) DECISION MAKING, PROBLEM SOLVING AND JUDGMENT

Integrity, Honesty and Ethical Behavior: Does the City Manager display integrity, honesty and ethical behavior? 0 1 2 3 4 N/A

Fairness and Objectivity: Is the City Manager fair, impartial and objective? 0 1 2 3 4 N/A

Analysis and Reporting Skills: Are the City Manager's analysis and reports logical, clear and concise? 0 1 2 3 4 N/A

Negotiation Skills and Outcomes: How successful are outcomes of various negotiations the City Manager has been part of? 0 1 2 3 4 N/A

Sense of, and Good Use of Timing: Does the City Manager display a good sense of timing? 0 1 2 3 4 N/A

Good Judgment: Does the City Manager exercise good judgment? 0 1 2 3 4 N/A

Comments: _____

(8) PERSONAL AND PROFESSIONAL

Attitude and Energy: Does the City Manager approach the job with enthusiasm, energy, and a positive attitude? 0 1 2 3 4 N/A

Self-Assessment and Improvement: Is the City Manager good at self-assessment and improvements? 0 1 2 3 4 N/A

Personal and Professional Reputation: How good is the City Manager's personal and professional reputation? 0 1 2 3 4 N/A

Listening Skills: How good are the City Manager's listening skills? 0 1 2 3 4 N/A

Dedication and Commitment: Is the City Manager fully engaged in the job, and fully dedicated and committed to the City organization and the community? 0 1 2 3 4 N/A

Stress Management: How well does the City Manager handle stressful 0 1 2 3 4 N/A

Job Knowledge and Professional Development: How much job knowledge does the City Manager possess, and does the City Manager diligently pursue professional development opportunities? 0 1 2 3 4 N/A

Comments: _____

Evaluation Criteria (continued)

(9) STRENGTHS, WEAKNESSES, FAILURES AND ACCOMPLISHMENTS

*attach additional pages if necessary

Areas for City Manager to seek to improve his/her performance, and constructive ideas for improvement.

Areas of City Manager strengths to continue.

Most significant organizational failures in the last six months.

Most significant organizational accomplishments in the last six months.

Evaluation Criteria (continued)

(10) OVERALL EVALUATION OF CITY MANAGER'S PERFORMANCE

Overall Evaluation of City Manager's Performance

0 1 2 3 4 N/A

(11) RECOMMENDED SALARY INCREASE

Recommended Salary Increase

_____ % or \$

Evaluation Completed by:

Evaluator's Signature

Date

City Council Regular

10. b.

Meeting Date: 11/30/2016

Submitted For: Mary Canales, Human Resources

Submitted By: Mary Canales, Human Resources

Information

Subject

Distribution of Evaluation Material for the End of Probationary Period Review of Alma Levrie, City Secretary - Mary Canales, Human Resources Director

Attachments

Evaluation Form

CITY OF DEL RIO

END OF PROBATIONARY PERIOD EMPLOYEE REVIEW

EMPLOYEE NAME: <u>Alma D. Levrie</u>	JOB TITLE <u>City Secretary</u>
DEPARTMENT: <u>City Secretary</u>	
HIRE DATE: <u>05/31/2016</u>	END OF PROBATION DATE: <u>11/31/2016</u>

1.) Does employee feel he/she is properly trained on the job? _____

2.) How has employee proven that he/she has basic knowledge/experience necessary in order to perform the job? _____

3.) Is his/her quality of work acceptable for the length of time on the job? _____

4.) How has the employee shown an ability to grasp new ideas and job functions? _____

5.) Has he/she been cooperative in accepting the duties of his/her position? _____

6.) List employee's strong points: _____

7.) These strong points can be used more effectively by doing the following: _____

8.) List employee's weak points: _____

CITY OF DEL RIO

END OF PROBATIONARY PERIOD EMPLOYEE REVIEW

EMPLOYEE NAME: <u>Alma D. Levrie</u>	JOB TITLE <u>City Secretary</u>
DEPARTMENT: <u>City Secretary</u>	
HIRE DATE: <u>05/31/2016</u>	END OF PROBATION DATE: <u>11/31/2016</u>

1.) Does employee feel he/she is properly trained on the job? _____

2.) How has employee proven that he/she has basic knowledge/experience necessary in order to perform the job? _____

3.) Is his/her quality of work acceptable for the length of time on the job? _____

4.) How has the employee shown an ability to grasp new ideas and job functions? _____

5.) Has he/she been cooperative in accepting the duties of his/her position? _____

6.) List employee's strong points: _____

7.) These strong points can be used more effectively by doing the following: _____

8.) List employee's weak points: _____

9.) These weak points can be strengthened by doing the following? _____

10.) State your objectives in training the employee: _____

11.) Is this employee developing satisfactory working relationships with the other employees within your department and throughout the city? _____

12.) Has the employee maintained a good attendance record and exhibited the type of attitude that you want in this job? _____

13.) What is recommended?

Regular Employee Status

Performance is low-review again in () 30 Days () 60 Days

Employee not suited for this job – Dismissal

Additional Remarks:

Supervisor Signature

Employee Signature

Date

Date

(DO NOT WRITE BELOW THIS LINE)

REVIEWED BY:

Human Resources Director

Date

Regular Employee Status

Performance is low-review again in () 30 Days () 60 Days

Dismissal-And Why

City Council Regular

10. c.

Meeting Date: 11/30/2016

Submitted By: Juan Onofre, Economic Development

Information

Subject

Discussion and possible action on options for the development of air services to and from the Del Rio International Airport - Juan C. Onofre, Airport Manager

Attachments

Air Service

Air Service Development

- SCASD (Small Community Air Service Development) Grant
 - DOT \$500,000 (SCASD Grant until Jan. 2017)
 - City requested extension and will be granted one more year (Jan. 2018)
 - Destination on grant is Dallas/Ft. Worth – cannot be changed.
 - Once a destination is used on SCASD grant it cannot be repeated (by law) – Houston in 2004 grant and Dallas in 2013 grant.
- Victoria, County
 - Requested change to DOT to fly Victoria – Austin – Dallas.
 - Same as last year and gives possibility to share costs with Del Rio.
 - Currently flying Victoria – Austin and Victoria – Houston.
 - Under EAS grant (Essential Air Service).
- Texas Sky
 - Rough estimate on new price to DFW to be \$1,187,893

Commercial Air Service

- August 2015 (Del Rio – Austin – Dallas) Approx. Air Fare: \$165/AUS \$225/DFW
 - Monthly subsidy at 50% occupancy = \$81,541
 - Destination ground fees/turn = \$500
 - Origin ground fees/turn = \$200
 - Total Operating Revenue/Mo. = \$174,279
 - Total Operating Costs/Mo. = \$255,821
 - Proposed subsidy = \$978,495.08 Yr.
- November 2016 (Del Rio – Austin – Dallas) Approx. Air Fare: \$100/AUS \$200/DFW
 - Monthly subsidy at 50% occupancy = \$98,991
 - Destination ground fees/turn = \$875
 - Origin ground fees/turn = \$175
 - Total Operating Revenue/Mo = \$45,139
 - Total Operating Costs/Mo = \$137,970
 - Proposed subsidy = \$1,187,893 Yr.