



Mayor Oscar D. Montoya
Commissioner Joe Martinez
Commissioner Armando Garcia

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

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

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

1. **Call Meeting to Order**
2. **Establish Quorum**
3. **Invocation**
4. **Pledge of Allegiance**
5. **Open Forum-**
6. **Consent Agenda:** *(All matters listed under Consent Agenda are considered to be routine by the Governing Body and will be enacted by one motion. There will be no separate discussion of these items; however, if discussion is desired, that item(s) will be removed from the Consent Agenda and will be considered separately.)*
 - a. Approval of Minutes for Meeting(s) held September 26, 2023
7. **Ordinances/Resolutions:**
 - a. Approval of Resolution 2023-18 for the Temporary Closure of State Right-of-Way.
 - b. Approval of Resolution 2023-19 authorizing local funds match for GLO 2019 Floods
8. **Management Items:**
 - a. Approval of Agreement for the Temporary Closure of State Right-of-Way
9. **Adjournment**

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

WITNESS MY HAND AND SEAL OF THE CITY THIS THE 27TH DAY OF OCTOBER, 2023.

ATTEST:



Joselynn Castillo, City Secretary
Time of Posting: 5:10 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.

RESOLUTION: 2023-18

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MERCEDES, TEXAS TO ENTER INTO AN AGREEMENT WITH THE STATE OF TEXAS THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE TEMPORARY CLOSURE OF THE INTERSTATE 2 FROM 600 S. TEXAS AVE. TO 1000 N. TEXAS FOR ACTIVITIES ASSOCIATED WITH THE VETERANS DAY PARADE.

WHEREAS, the City Commission of the City of Mercedes wishes to cooperate with the State of Texas for the safety and convenience of the traveling public; and

WHEREAS, the City of Mercedes requests the temporary closure of the following highway on NOVEMBER 11, 2023 for activities associated with Veterans Day Parade from 8:00 AM until 12:00 PM.

WHEREAS, the events will be located within the City of Mercedes incorporated area and the closure will be performed in accordance with the State's requirements;

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

That at the special meeting of the City Commission held on the 30th of October 2023, this resolution was adopted in accordance with Chapter 43, Texas Administrative Code, Section 22.12, and to comply with the rules and procedures established by said chapter and section, and the City Manager is hereby authorized to sign the temporary right of way closure agreement with the State of Texas. This resolution is adopted so that THE VETERANS DAY PARADE may be conducted on November 11, 2023 in the Agreement for the Temporary Closure of State Right of Way (43 TAC, Section 22.12).

Passed and approved on this the 30th Day of October, 2023.

Oscar Montoya, Mayor

ATTEST:

Joselynn Castillo, City Secretary

RESOLUTION #2023-19

In support of the Texas General Land Office (GLO) score, reviewed and award of the 2019 Floods HUD Most Impacted and Distressed (HMID) Competition grant application for the City of Mercedes Drainage Improvements Near the Mercedes Emergency Dome Shelter Application #:CDR17-1484-APP

WHEREAS, the City of Mercedes has applied for the Texas General Land Office (GLO) score, reviewed and award of the 2019 Floods HUD Most Impacted and Distressed (HMID) Competition grant application in order to address flooding needs for the City of Mercedes; and

WHEREAS, the City recognizes that the award will economic, educational, and healthcare outcomes; and

WHEREAS, the City acknowledges that it will continue to address the needs and concerns related to flooding issues in the community and intends to fully participate in and benefit from the General Land Office 2019 award; and

WHEREAS, the City understands that building, maintaining and operating proper system to address flooding issues and concerns is extremely expensive, especially in non-metro and hard to reach areas, and that reaching a goal to upgrade all flooding areas in the community will require local and state governments working together; and

WHEREAS, the project budget for the subject project has been identified as \$1,170,780.00 and the Hidalgo County Drainage District #1 has committed funding towards the project in the amount of \$70,000; and

THEREFORE, BE IT RESOLVED, upon receipt of grant award, that the City commits the balance of the construction budget overrun in the amount of \$100,780.00.

DISCUSSED, PASSED AND APPROVED this 30th day of October, 2023.

Oscar D. Montoya Sr., Mayor

ATTEST:

Joselynn Castillo, City Secretary

CONSENT ITEM: YES

DATE: October 30, 2023**FROM:** Orlando Diaz, Lieutenant Mercedes Police Department**ITEM:** **Approval of Agreement for the Temporary Closure of State Right-of-Way**

BACKGROUND INFORMATION: The Mercedes Police Department respectfully requests the approval of Agreement for the Temporary Closure of State Right-of-way in order to aid with traffic control during the Veterans Day Parade.

BOARD REVIEW/CITIZEN FEEDBACK: N/A**ALTERNATIVES/OPTIONS:** N/A**FISCAL IMPACT:****Proposed Expenditure/(Revenue):**

\$ (To Be Determined)

Account Number(s):

01-522-1011

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

1. Agreement for the Temporary Closure of State Right-of-way
2. Road Closure & Map
3. Resolution
4. Traffic Control Agreement

DRAFT MOTION:

STATE OF TEXAS §

COUNTY OF §

AGREEMENT FOR THE TEMPORARY CLOSURE OF STATE RIGHT-OF-WAY

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State," and the City of Mercedes, a municipal corporation, acting by and through its duly authorized officers, hereinafter called the "City."

WITNESSETH

WHEREAS, the State owns and operates a system of highways for public use and benefit, including Mercedes, in Hidalgo, County; and

WHEREAS, the City has requested the temporary closure of (Texas Ave.), from 600 Block of S. Texas Ave. to the 1000 Block of N. Texas Ave. for the purpose of The Veteran's Day Parade, as described in the attached "Exhibit A," hereinafter identified as the "Event;" and

WHEREAS, the Event will be located within the City's incorporated area; and

WHEREAS, the State, in recognition of the public purpose of the Event, wishes to cooperate with the City so long as the safety and convenience of the traveling public is ensured and that the closure of the State's right-of-way will be performed within the State's requirements; and

WHEREAS, on the 30th day of October of 2023, the City Commission of the City of Mercedes, Texas passed Resolution / Ordinance No. 2023-18, attached hereto and identified as "Exhibit B," establishing that the Event serves a public purpose and authorizing the City to enter into this agreement with the State; and

WHEREAS, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of a segment of the State highway system; and

WHEREAS, this agreement has been developed in accordance with the rules and procedures of 43 TAC, Section 22.12;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

A G R E E M E N T

Article 1. CONTRACT PERIOD

This agreement becomes effective upon final execution by the State and shall terminate upon completion of the Event or unless terminated or modified as hereinafter provided.

Article 2. EVENT DESCRIPTION

The description of the Event, including the proposed schedule of start and stop times,

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WHEREAS, on the 30th day of October of 2023, the City Commission of the City of Mercedes, Texas passed Resolution / Ordinance No. _____, attached hereto and identified as "Exhibit B," establishing that the Event serves a public purpose and authorizing the City to enter into this agreement with the State; and

WHEREAS, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of a segment of the State highway system; and

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Article 2. EVENT DESCRIPTION

The description of the Event, including the proposed schedule of start and stop times,

approximate number of people attending the Event, and equipment involved shall be attached hereto and identified as "Exhibit C."

Article 3. OPERATIONS OF THE EVENT

- A. The City shall assume all costs for the operations associated with the Event, to include but not limited to, plan development, materials, labor, public notification, providing protective barriers and barricades, protection of highway traffic and highway facilities, and all traffic control and temporary signing.
- B. The City shall submit to the State for review and approval the construction plans, if construction or modifications to the State's right-of-way is required, the traffic control and signing plans, traffic enforcement plans, and all other plans deemed necessary by the State.
- C. The City will not initiate closure prior to 24 hours before the scheduled Event and all barriers and barricades will be removed and the highway reopened to traffic within 24 hours after the completion of the Event.
- D. The City will provide adequate enforcement personnel to prevent vehicles from stopping and parking along the main lanes of highway right-of-way and otherwise prevent interference with the main lane traffic by both vehicles and pedestrians. The City will prepare a traffic enforcement plan, to be approved by the State in writing at least 48 hours prior to the scheduled Event. Additionally, the City shall provide to the State a letter of certification from the law enforcement agency that will be providing traffic control for the Event, certifying that they agree with the enforcement plan and will be able to meet its requirements.
- E. The City hereby assures the State that there will be appropriate passage allowance for emergency vehicle travel and adequate access for abutting property owners during construction and closure of the highway facility. These allowances and accesses will be included in the City's traffic control plan.
- F. The City will avoid or minimize damage, and will, at its own expense, restore or repair damage occurring outside the State's right-of-way and restore or repair the State's right-of-way, including roadway and drainage structures, signs, and pavement, etc. to a condition equal to that existing before the closure, and, to the extent practicable, restore the natural environment, including landscape features.

Article 4. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this agreement, all documents prepared by the City will remain the property of the City. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use.

Article 5. TERMINATION

- A. This agreement may be terminated by any of the following conditions:
 - (1) By mutual written agreement and consent of both parties.
 - (2) By the State upon determination that use of the State's right-of-way is not feasible or is not in the best interest of the State and the traveling public.
 - (3) By either party, upon the failure of the other party to fulfill the obligations as set forth herein.
 - (4) By satisfactory completion of all services and obligations as set forth herein.

B. The termination of this agreement shall extinguish all rights, duties, obligations and liabilities of the State and City under this agreement. If the potential termination of this agreement is due to the failure of the City to fulfill its contractual obligations as set forth herein, the State will notify the City that possible breach of contract has occurred. The City must remedy the breach as outlined by the State within ten (10) days from receipt of the State's notification. In the event the City does not remedy the breach to the satisfaction of the State, the City shall be liable to the State for the costs of remedying the breach and any additional costs occasioned by the State.

Article 6. DISPUTES

Should disputes arise as to the parties' responsibilities or additional work under this agreement, the State's decision shall be final and binding.

Article 7. RESPONSIBILITIES OF THE PARTIES

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

Article 8. INSURANCE

A. Prior to beginning any work upon the State's right-of-way, the City and/or its contractors shall furnish to the State a completed "Certificate of Insurance" (TxDOT Form 1560, latest edition) and shall maintain the insurance in full force and effect during the period that the City and/or its contractors are encroaching upon the State right-of-way.

B. In the event the City is a self-insured entity, the City shall provide the State proof of its self-insurance. The City agrees to pay any and all claims and damages that may occur during the period of this closing of the highway in accordance with the terms of this agreement.

Article 9. AMENDMENTS

Any changes in the time frame, character, agreement provisions or obligations of the parties hereto shall be enacted by written amendment executed by both the City and the State.

Article 10. COMPLIANCE WITH LAWS

The City shall comply with all applicable federal, state and local environmental laws, regulations, ordinances and any conditions or restrictions required by the State to protect the natural environment and cultural resources of the State's right-of-way.

Article 11. LEGAL CONSTRUCTION

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Article 12. NOTICES

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

City:	State:
<u>City of Mercedes</u>	<u>Texas Department of Transportation</u>
<u>400 South Ohio Avenue, Mercedes, TX</u>	_____
<u>78570</u>	_____
_____	_____

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

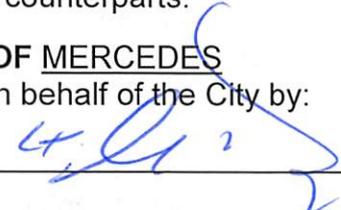
Article 13. SOLE AGREEMENT

This agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings or written or oral agreements respecting the within subject matter.

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE CITY OF MERCEDES

Executed on behalf of the City by:

By 

Date: October 30, 2023

Typed or Printed Name and Title: Orlando Diaz

Lieutenant

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation and Mercedes for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____
District Engineer

Date _____

By _____
Director of Maintenance

Date _____

Exhibit A

(SEE ATTACHED ROUTE MAP AND ROAD CLOSURES)



MERCEDDES POLICE DEPARTMENT

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

Francisco J. Sanchez
Interim Chief of Police

Monday, October 30, 2023

To: Texas Department of Transportation

From: Lieutenant Orlando Diaz

Re: Agreement for the Temporary Closure of State Right-of-Way

Exhibit A

ROAD CLOSURE EVENT NAME AND DATE

NAME: VETERANS DAY PARADE

DATE OF CLOSURE: SATURDAY, NOVEMBER 11, 2023

TIME OF CLOSURE: 8:00 A.M. – 12:00 P.M.

Lt. Orlando Diaz

Exhibit A

Directions from 600 South Texas

Ave, Mercedes, Texas 78570 to

1000 North Texas Ave. Mercedes Texas



The Veterans Day Parade

Saturday, November 11, 2023

(Traffic Control)

08:00 AM – 12:00 PM

	INTERSECTION: (West of Roadway)	DEPARTMENT:	DEPARTMENT:	INTERSECTION: (East of Roadway)
	ROVER	Mercedes PD	Mercedes PD	
	N. Missouri Ave. / RGVLS Exit	Mercedes PD		
	RGVLS Entrance (Student TC)	Mercedes PD		
1.	N. Texas Ave. / Hill St.	PUBLIC WORKS	PUBLIC WORKS	N. Texas Ave. / Hill St.
2.	N. Texas Ave. / Webb St.	PUBLIC WORKS	Mercedes PD	N. Texas Ave. / Webb St.
3.	N. Texas Ave. / Duval St.	PUBLIC WORKS	PUBLIC WORKS	N. Texas Ave. / Duval St.
4.	N. Texas Ave. / Anacuitas St.	Mercedes PD	Mercedes PD	N. Texas Ave. / N. 491
5.	N. Texas Ave. / WB Frontage Rd.		Mercedes PD Public Works (Cones)	N. Texas Ave. / WB Frontage Rd.
6.	N. Texas Ave. / EB Frontage Rd.	Mercedes PD Public Works (Cones)		N. Texas Ave. / EB Frontage Rd.
7.			PUBLIC WORKS	N. Texas Ave. / Starr St.
8.	N. Texas Ave. / Cameron St. (Fred Loya)	Mercedes PD	PUBLIC WORKS	N. Texas Ave. / Cameron St. (Juanito's Rest.)
9.	N. Texas Ave. / W. Hidalgo St.	Mercedes PD	Mercedes PD	N. Texas Ave. / W. Hidalgo St.
10.	N. Texas Ave. / W. First St.	Mercedes PD	Mercedes PD	N. Texas Ave. / W. First St. MPD Oscar Lopez
11.	S. Texas Ave. / Railroad St.	PUBLIC WORKS	PUBLIC WORKS	S. Texas Ave. / Railroad St.
12.	S. Texas Ave. / W. Bus. 83	Mercedes PD Mercedes PD	Mercedes PD Mercedes PD	S. Texas Ave. / W. Bus. 83
13.	S. Texas Ave. / W. Third St.	PUBLIC WORKS	PUBLIC WORKS	S. Texas Ave. / W. Third St.
14.	S. Texas Ave. / W. Fourth St.	PUBLIC WORKS	PUBLIC WORKS	S. Texas Ave. / W. Fourth St.
15.	S. Texas Ave. / W. Fifth St.	PUBLIC WORKS	PUBLIC WORKS	S. Texas Ave. / W. Fifth St.
16.	S. Texas Ave. / W. Sixth St.	Mercedes PD PUBIC WORKS	Mercedes PD PUBIC WORKS	S. Texas Ave. / W. Sixth St.

Mayor

City Manager

Commissioners

Good evening,

As an agreement made between TXDOT and The City of Mercedes Police Department is requesting that this resolution be passed for a temporary road closure permit for the Veterans Day Parade which will be held on Saturday, November 11, 2023 at 10:00 A.M. Road closures will start at 08:00 AM and end at approximately 12:00 PM. It will start at the 600 Block of South Texas Avenue and will go north on Texas up to the Rio Grande Valley Livestock Show located at 1000 N. Texas Ave.

(20) Officers will be assigned to specific areas of concern:

Assigned Post: Public Works Department	N. Texas Ave. / Hill St. (East & West)
Assigned Post: Public Works Department	N. Texas Ave. / Webb St. (East & West)
Assigned Post: Public Works Department	N. Texas Ave. / Duval St. (East & West)
Assigned Post: Mercedes Police Department	N. Texas Ave. / FM 491 (East)
Assigned Post: Mercedes Police Department	N. Texas Ave. / Anacuitas St. (West)
Assigned Post: Mercedes Police Department	N. Texas Ave. / WB Frontage Rd. (East)
Assigned Post: Mercedes Police Department	N. Texas Ave. / EB Frontage Rd. (West)
Assigned Post: Public Works Department	N. Texas Ave. / Starr St. (East)
Assigned Post: Mercedes Police Department	N. Texas Ave. / Cameron St. (East)
Assigned Post: Mercedes Police Department	N. Texas Ave. / Cameron St. (West)
Assigned Post: Mercedes Police Department	N. Texas Ave. / Hidalgo St. (East)
Assigned Post: Mercedes Police Department	N. Texas Ave. / Hidalgo St. (West)
Assigned Post: Mercedes Police Department	N. Texas Ave. / W. First. St. (East)
Assigned Post: Mercedes Police Department	N. Texas Ave. / W. First. St. (West)
Assigned Post: Public Works Department	S. Texas Ave. / Railroad St. (East & West)
Assigned Post: Mercedes Police Department	S. Texas Ave. / W. Business 83 (East)
Assigned Post: Mercedes Police Department	S. Texas Ave. / W. Business 83 (West)
Assigned Post: Mercedes Police Department	S. Texas Ave. / W. Third St. (East & West)
Assigned Post: Mercedes Police Department	S. Texas Ave. / W. Fourth St. (East & West)
Assigned Post: Public Works Department	S. Texas Ave. / W. Fifth St. (East & West)
Assigned Post: Mercedes Police Department	S. Texas Ave. / W. Sixth St. (East & West)

Exhibit B

(SEE ATTACHED RESOLUTION)

RESOLUTION: 2023-18

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MERCEDES, TEXAS TO ENTER INTO AN AGREEMENT WITH THE STATE OF TEXAS THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE TEMPORARY CLOSURE OF THE INTERSTATE 2 FROM 600 S. TEXAS AVE. TO 1000 N. TEXAS FOR ACTIVITIES ASSOCIATED WITH THE VETERANS DAY PARADE.

WHEREAS, the City Commission of the City of Mercedes wishes to cooperate with the State of Texas for the safety and convenience of the traveling public; and

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Passed and approved on this the 30th Day of October, 2023.

Oscar Montoya, Mayor

ATTEST:

Joselynn Castillo, City Secretary

Exhibit C

(SEE ATTACHED TRAFFIC CONTROL AGREEMENT)



MERCEDES POLICE DEPARTMENT

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

Francisco J. Sanchez
Interim Chief of Police

Monday, October 30, 2023

To: Texas Department of Transportation

From: Lieutenant Orlando Diaz

Re: Agreement for the Temporary Closure of State Right-of-Way

Exhibit C

The Mercedes Public Safety Department will be providing law enforcement personnel to conduct traffic control for the Veterans Day Parade. The parade is being held on Saturday, November 11, 2023 and is scheduled to begin at 10:00 A.M.

Lt. Orlando Diaz

A handwritten signature in blue ink, appearing to read "Orlando Diaz", is written over the typed name.

