

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.

MERCEDES CITY COMMISSION **SPECIAL MEETING**

SEPTEMBER 26, 2023 – 6:30 P.M. MERCEDES CITY HALL - COMMISSION CHAMBERS

MEMBERS PRESENT: Ruben Saldana Mayor Pro-Tem

> Armando Garcia Commissioner Jacob Howell Commissioner Joe Martinez Commissioner

MEMBERS ABSENT: Oscar D. Montoya Mayor

STAFF PRESENT: Alberto Perez City Manager

> Martie Garcia-Vela City Attorney Javier Ramirez Asst. City Manager Nereida R. Perez Finance Director Michael Rocha I.T Manager

1. CALL MEETING TO ORDER

Mayor Pro-Tem Saldana called he meeting to order at 6:36 P.M.

2. ESTABLISH QUORUM

Four Members of the Commission were present which constitutes a quorum. Mayor Montoya was absent.

3. INVOCATION

Commissioner Martinez said the invocation.

4. PLEDGE OF ALLEGIANCE

Commissioner Howell led in the pledge of allegiance.

5. OPEN FORUM

No one signed up for open forum.

6. CONSENT AGENDA:

a. Approval of Second and Final Reading of Ordinance 2023-13 regarding Industrial Waste

Commissioner Martinez motioned to approve and forego the reading. Commissioner Garcia seconded. Mr. Perez stated the ordinance will not take affect until 60 days from the second reading date. Legal stated that there will be some adjustments to the table of contents due to page numbering. Upon a called vote, the motion passed unanimously.

7. CITY MANAGER COMMENTS:

October Commission Meetings Date Change

Mr. Perez stated that the regular meetings for October will need to be moved to Monday instead of Tuesday. October 3, 2023 and October 17, 2023. Commissioner Martinez recommended to cancel the meeting of October 2, 2023 and move all items to October 16, 2023.

Mayor Pro-Tem Saldana called the meeting into executive session at 6:44 P.M.

- 8. EXECUTIVE SESSION: Chapter 551, Texas Government Code, Section 551.071 (Consultation with Attorney), Section 551.072 (Deliberation regarding Real Property), Section 551.074 (Personnel Matters) and Section 551.087 (Economic Development)
 - a. Consultation with Attorney regarding contracts for services Section 551.071
 - b. Discussion regarding future land use in ETJ Section 551.087
 - c. Discussion with City Manager regarding personner matters.
 d. Consultation with Attorney regarding update on litigation Section 551.071 Discussion with City Manager regarding personnel matters. – Section 551.074

Mayor Pro-Tem Saldana called the meeting back to order at 8:28 P.M.

- **9. OPEN SESSION:** *Present, Discuss, Consider, and Possibly Take Action Regarding:*
 - Approval of Sludge Removal Equipment for Water Treatment Plant and authorizing City Manager to go out for bids

Commissioner Martinez motioned to proceed as discussed and authorize city manager to go out for RFP. Commissioner Garcia seconded. Motion passed unanimously.

Item B from Executive Session

No Action

Item C from Executive Session

No Action

Item D from Executive Session

Commissioner Howell stated they would proceed with update on litigation. No action was taken.

10. ADJOURNMENT

Commissioner Garcia motioned to adjourn. Commissioner Howell seconded. Meeting Adjourned at 8:30 P.M.

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 <u>30th</u> of <u>October 2023</u>, 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).

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	Oscar Montoya, Mayor	
ATTEST:		
Joselynn Castillo, City Secretary		

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

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., Mayo	
ATTEST:		
Joselynn Castillo, City Secretary	-	



AGENDA ITEM NO. 8A

CONSENT ITEM: YES

DATE: October 30, 2023

FROM: Orlando Diaz. Lieutenant Mercedes Police Department

Approval of Agreement for the Temporary Closure of State Right-of-Way ITEM:

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): **Account Number(s):** 01-522-1011

\$ (To Be Determined)

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

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COUNTY OF

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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 <u>Mercedes</u>, 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 <u>Mercedes</u>, in <u>Hidalgo</u>, 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:

AGREEMENT

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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Rev. 2/12/04

Agreement No.	

STATE OF TEXAS §

COUNTY OF §

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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 <u>October</u> of <u>2023</u>, the <u>City Commission of the City of Mercedes</u>, <u>Texas</u> 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

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

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TRF - TEA30 CLOSURE (Incorporated)

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Rev. 2/12/04

Agreement	No

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.

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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 require	d under this agreement shall be delivered
personally or sent by certified U.S. mail, post following respective addresses:	age prepaid, addressed to such party at the
City:	State:
City of Mercedes	
400 South Ohio Avenue, Mercedes, TX	Texas Department of Transportation
78570	
All and the second seco	
otherwise provided herein. Either party heret written notice of such change to the other in t	e so delivered or so deposited in the mail, unless to may change the above address by sending he manner provided herein.
Article 13. SOLE AGREEMENT This agreement constitutes the sole and only supersedes any prior understandings or writte subject matter.	
IN TESTIMONY WHEREOF, the parties here in duplicate counterparts.	to have caused these presents to be executed
THE CITY OF MERCEDES Executed on behalf of the City by:	
By 4.41	Date: October 30, 2023
Typed or Printed Name and Title: Orlando Dia	az
<u>Lieutenant</u>	
	oved for the Texas Transportation and ating and/or carrying out the orders, established and authorized by the Texas Transportation
By	Date
District Engineer	
By	Date
Director of Maintenance	4 of 7
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CLOSURE (Incorporated)

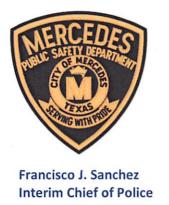
Agreement No._____

9

Exhibit A

(SEE ATTACHED ROUTE MAP AND ROAD CLOSURES)

MERCEDES POLICE DEPARTMENT



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

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, Texas78570 to

1000 North Texas Ave. Mercedes Texas



The Veterans Day Parade

Saturday, November 11, 2023

(Traffic Control)

08:00 AM - 12:00 PM

	INTERSECTION:	DEPARTMENT:	DEPARTMENT:	INTERSECTION:
	(West of Roadway)			(East of Roadway)
	ROVER	Mercedes PD	Mercedes PD	
- 7.0	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. 3.	N. Texas Ave. / Webb St.	PUBLIC WORKS	Mercedes PD	N. Texas Ave. / Webb St.
	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 PUBLIC WORKS	Mercedes PD PUBLIC 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)

'Agreement No.	
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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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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:

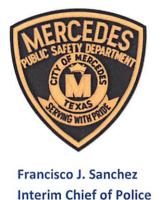
That at the special meeting of the City Commission held on the <u>30th</u> of <u>October 2023</u>, this resolution was adopted in accordance with Chapter 43, Texas Administrative Code, Section 22.12, and to comply with the rules and procedures established by said chapter and section, and the City Manager 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 30" Day of	of <u>October</u> , 2023.
A CONTROL OF	Oscar Montoya, Mayor
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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/11/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER

AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). PRODUCER CONTACT NAME: ETIEL REYES **ETIEL REYES FARMERS INSURANCE** PHONE FAX 1905 HOLLOW RD (A/C, NO, EXT): 956-969-0107 (A/C, NO): 956-969-0210 E-MAIL info.etielreves@gmail.com ADDRESS: **WESLACO** TX 78599 INSURER(S) AFFORDING COVERAGE NAIC# INSURED INSURER A: Mount Vernon Fire Insurance Company INSURER B American Legion J.A. Garcia Post 172 INSURER C: INSURER D: 321 S Ohio Ave. INSURER E: TX 78570 Mercedes INSURER F: COVERAGES CERTIFICATE NUMBER: REVISION NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **POLICY EFF** POLICY EXP INSR ADDTL SUBR LIMITS TYPE OF INSURANCE **POLICY NUMBER** (MM/DD/YYYY) (MM/DD/YYYY) INSD WVD LTR EACH OCCURRENCE COMMERCIAL GENERAL LIABILITY 1.000,000 DAMAGE TO RENTED CLAIMS-MADE 100,000 PREMISES (Ea Occurrence) MED EXP (Any one person) 5,000 1,000,000 NPP2578249B 06/04/2023 06/04/2024 PERSONAL & ADV INJURY Α GENERAL AGGREGATE 2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: 2,000,000 PRODUCTS - COMP/OP AGG POLICY PROJECT LOC OTHER: COMBINED SINGLE LIMIT **AUTOMOBILE LIABILITY** (Ea accident) ANY AUTO **BODILY INJURY (Per person) OWNED AUTOS** SCHEDULED BODILY INJURY (Per accident) \$ ONLY **AUTOS** PROPERTY DAMAGE HIRED AUTOS NON-OWNED ONLY **AUTOS ONLY** (Per accident) EACH OCCURRENCE **UMBRELLA LIAB** OCCUR AGGREGATE **EXCESS LIAB** CLAIMS-MADE DED RETENTION \$ WORKERS COMPENSATION OTHER AND EMPLOYERS' LIABILITY STATUTE ANY PROPRIETOR/PARTNER/ E.L. EACH ACCIDENT Y/N N/A **EXECUTIVE OFFICER/MEMBER** E.L. DISEASE - EA EMPLOYEE **EXCLUDED?** (Mandatory in NH) If yes, describe under DESCRIPTION OF E.L. DISEASE - POLICY LIMIT **OPERATIONS** below DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Non-Profit organization for war veterans that engage in mentoring for youth and sponsorship of wholesome programs in the community. **CERTIFICATE HOLDER** SHOULD ANY OF THE AROVE DESCRIBED POLICIES RECANCELLED REFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIYERED IN ACCORDANCE WITH THE ROLICY PROVISIONS. City of Mercedes 400 S Ohio **AUTHORIZED REPRESENTATIVE** Mercedes TX 78570

ACORD 25 (2016/03)



Certificate of Coverage

TMLIRP Contract Number:	9694				
Member:			Company Affording Cover		
Mercedes	ļ		Texas Municipal League Intergovernmental	Risk Pool (TMLIRP)	
Ms. Joselynn Castillo			PO Box 149194		
City Secretary			Austin, TX 78714-9194		
PO Box 837			(512) 491-2300 or (800) 537	-6655	
Mercedes, Texas 78570-0837	:		Fax: (512) 491-2404		
Certificate Holder:					
The American Legion					
321 S Ohio Ave					
Mercedes, TX 78570					
This is to certify that the coverages listed	below have been p	rovided to th	e member and are in effect at this time. N	otwithstanding any re	quirement
terms, or conditions of any other contract	or agreement with	respect to w	hich this certificate may be issued or may	pertain, the coverage	afforded I
TMLIRP described herein is subject only t	o the terms, exclus	ions and add	litions of TMLIRP's coverage contracts be	tween TMLIRP and its	member(s
Coverage is continuous until canceled.			· ·		·
General Liability	Effective Date:	10/1/2023	Real & Personal Property	Effective Date:	
•	Anniversary Date:	10/1/2024	• • •	Anniversary Date:	
Limits of Liability (Each Occurrence):	\$1,000,000		Limits of Coverage:	·	
Sudden Events Involving Pollution	<u> </u>		_		•
(Each Occurrence):	£1 000 000		Deductible per Occurrence:		
•	\$1,000,000 \$2,000,000			Effective Date:	
Annual Aggregate:			Mobile Equipment		
Deductible per Occurrence:	\$0		1:	Anniversary Date:	
Law Enforcement Liability	Effective Date:	-	Limits of Coverage: Deductible per Occurrence:		•
Limite of Liability (Fook Comments)	Anniversary Date:			Effective Detec	
Limits of Liability (Each Occurrence):			Boiler & Machinery - Broad Form	Effective Date:	
Annual Aggregate:				Anniversary Date:	
Deductible per Occurrence:			Per Accident Limit:		-
Errors and Omissions Liability	Effective Date:		Deductible per Occurrence:		
	Anniversary Date:			Yes	No
Limits of Liability(Each Wrongful Act):			Mortgagee		
Annual Aggregate:			Loss Payee		
Deductible per Occurrence:			Loan Number:		
Auto Liability	Effective Date:		Year/Make/Model	VIN	Value
	Anniversary Date:				
Limits of Liability (Each Occurrence):					ļ
Deductible per Occurrence:					
Auto Physical Damage	Effective Date:				
	Anniversary Date:				
Limits of Liability:					
Collision Deductible:					
Comprehensive Deductible:					
Lasa Saus	Yes	No_	 		
Loss Paye	e:		Loan Number:		
DESCRIPTION:					
Evidence of Coverage					
Cancellation: Should any of the above descri	hed coverages he o	anceled before	the anniversary date thereof TMI IDD will a	ndoavor to mail	
30 days written notice to the above re	amed certificate hold	ler but failure	to mail such notice shall impose no obligatio	nucavor to mall n or lightlity of any kind	
upon TMLIRP.	Gordinoute Holt	, but landle	to man odon notice shall impose no obligatio	is or madelity of any kind	
Authorized Representative: Jonathan Sun	nmey			Date Issued:	

X102 2/10/2015

Date Issued:

10/26/2023