
MERCEDES CITY COMMISSION
REGULAR MEETING
JANUARY 21, 2025 – 6:30 PM
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**
 - a. Approval of Minutes for Meeting(s) held January 7, 2025
 - b. Second and Final Reading of Ordinance 2025-01 regarding the voluntary annexation of 0.628 Acres, more or less, out of Lot 14, Block 64, Capisallo District Subdivision (Gregoria Rodriguez)
 - c. Second and Final Reading of Ordinance 2025-02 regarding the voluntary annexation of 2.025 Acres, more or less, out of Lot 4, Block 26, Capisallo District Subdivision (William Leggett)
 - d. Approval of Annual Racial Profiling Report FY2024
 - e. Final Plat Approval for Shops at Mercedes
 - f. Final Plat Approval for Mile 2 East Meadows
7. **Management Items:** Present, discuss, consider and possibly take action regarding:
 - a. Approval of Interlocal Cooperation Agreement for Motor Vehicle Crime Prevention Authority (MVCPA) Task Force
 - b. Approval of Interlocal Agreement for Water and Sewer for Camino Heights
 - c. Approval of Interlocal Agreement for Sewer for Las Cabanas
8. **Ordinances/Resolutions**
 - a. Approval of Agreement and Resolution 2025-01 for the Temporary Closure of State Right-of-Way - 86th Annual RGVLS 2025
 - b. Approval of Agreement and Resolution 2025-02 for the Temporary Closure of State Right-of-Way - 86th Annual RGVLS Parade
 - c. Approval of Resolution 2025-03 regarding the City of Mercedes 2025 Workplans with Urban

County Program Year 38

- d. Approval of Resolution 2025-04 approving the creation of the San Jacinto Redevelopment Authority
- e. Approval of First Reading of Ordinance 2025-03 Ordering the Election for the 2025 City Commission Election for Commissioner Place 2 and Commissioner Place 4
- f. Approval of First Reading of Ordinance 2025-04 regarding Sludge Transporter Permits
- g. Approval of First Reading of Ordinance 2025-05 to rezone Camino Heights from "N" Newly Annexed to "R-TH" Townhouse Residential District

9. Bids/Contracts

- a. Approval of professional services contract with South Texas Brightwater Solutions related to sanitary sewer and water system management.
- b. Approval of selection of Municipal Court Judge authorize the City Manager to enter into contract
- c. Approval to select a contractor for Drainage Pipe Installation Services

10. Monthly Departmental Reports

- a. IT Monthly Report
- b. Planning Monthly Report
- c. Fire Department Monthly Report
- d. Library Department Monthly Report
- e. Rec Center Monthly Report
- f. City Secretary/HR

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

- a. Discussion with City Manager regarding personnel matters - Section 551.074
- b. Consultation with Attorney regarding update on litigation - Section 551.071
- c. Consultation with Attorney regarding economic development and Project BCIE - Section 551.087
- d. Consultation with Attorney regarding contracts - Section 551.071

12. Open Session

- a. Possible Action pertaining to executive session item A
- b. Possible Action pertaining to executive session item B
- c. Possible Action pertaining to executive session item C
- d. Possible Action pertaining to executive session item D

13. Adjournment

Notice is hereby given that the City Commissioners of the City of Mercedes, Texas will meet in a Regular Meeting on Tuesday, January 21, 2025 at 6:30 PM. 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 17TH DAY OF JANUARY, 2025.

ATTEST:



Joselynn Castillo, City Secretary
Time of Posting: 11:55 A.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
REGULAR MEETING
JANUARY 7, 2025 – 6:30 PM
MERCEDES CITY HALL – COMMISSION CHAMBERS
400 S. OHIO AVE., MERCEDES, TX 78570**

MEMBERS PRESENT: Commissioner Joe Martinez
Commissioner Jacob Howell
Commissioner Armando Garcia

MEMBERS ABSENT: Mayor Oscar Montoya
Mayor Pro-Tem Ruben Saldana

STAFF PRESENT: Alberto Perez, City Manager
Joselynn Castillo, City Secretary
Martie Garcia Vela, City Attorney
Michael Rocha, I.T Director
Tom Villagomez, Public Works Director
Adrian Perez, Planning Director
Armando Villela, Parks Director

OTHERS PRESENT: Juan Vasquez, Ruth Valdez

- 1. Call Meeting to Order**
Commissioner Martinez welcomed everyone and called the meeting to order at 6:30 p.m.
- 2. Establish Quorum**
Three members of the Commission were present which constitutes a quorum.
- 3. Invocation**
Commissioner Howell said the invocation.
- 4. Pledge of Allegiance**
Commissioner Garcia led in the pledge of allegiance.
- 5. Open Forum**
There were no residents signed up for open forum.
- 6. Consent Agenda**
 - a. Approval of Minutes for Meeting(s) held December 3, 2024
 - b. Approval of Second and Final Reading of Ordinance 2024-23 regarding Parks and Recreational Facility FeesCommissioner Garcia made a motion to approve all item under consent agenda.

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

7. Ordinances/Resolutions

- a. 2nd Public Hearing and Approval of First Reading of Ordinance 2025-01 regarding the voluntary annexation of 0.628 Acres, more or less, out of Lot 14, Block 64, Capisallo District Subdivision (Gregoria Rodriguez)

Commissioner Martinez opened the public hearing at 6:32 p.m. There were no comments from the public. Commissioner Martinez closed the public hearing at 6:35 p.m.

Commissioner Garcia motioned to approve the ordinance and forego the reading.

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

- b. 2nd Public Hearing and Approval of First Reading of Ordinance 2025-02 regarding the voluntary annexation of 2.025 Acres, more or less, out of Lot 4, Block 26, Capisallo District Subdivision (William Leggett)

Commissioner Martinez opened the public hearing at 6:35 p.m. There were no comments from the public. Commissioner Martinez closed the public hearing at 6:38 p.m.

Commissioner Howell motioned to approve and forego the reading. Commissioner Garcia seconded. Upon a called vote, the motion passed unanimously.

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)

Commissioner Howell motioned to go into executive session. Commissioner Garcia seconded. Upon a called vote, the motion passed unanimously. The Commission went into executive session at 6:39 p.m.

- a. Discussion with City Manager regarding personnel matters – Section 551.074
b. Consultation with Attorney regarding update on litigation - Section 551.071
c. Consultation with Attorney regarding Project Updates – Section 551.087

9. Open Session

Commissioner Martinez called the meeting back to order at 7:09 p.m.

- a. Possible Action pertaining to executive session item A
b. Possible Action pertaining to executive session item B
c. Possible Action pertaining to executive session item C
No action was taken on all items discussed in executive session.

10. Adjournment

Commissioner Howell motioned to adjourn. Commissioner Garcia seconded. Upon a called vote, the motion passed unanimously. The meeting adjourned at 7:09 p.m.

ORDINANCE NO 2025-01

AN ORDINANCE PROVIDING FOR THE VOLUNTARY ANNEXATION OF 0.628 ACRES, MORE OR LESS, OUT OF LOT 14, BLOCK 64, CAPISALLO DISTRICT SUBDIVISION, VOLUME “P”, PAGE 225, HIDALGO COUNTY MAP RECORDS, AS REQUESTED BY GREGORIA RODRIGUEZ, SAID PROPERTY LYING ADJACENT TO AND ADJOINING THE PRESENT BOUNDARY LIMITS OF THE CITY OF MERCEDS, TEXAS; AND PROVIDING FOR THE EXTENSION OF THE CITY'S BOUNDARIES AND EXTRA-TERRITORIAL JURISDICTION, THEREBY; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, on October 15, 2024, the City Council accepted a petition from City of Mercedes, for voluntary annexation of the above described property and adjoining roadways of said property, more particularly described herein in Exhibits "A" proposed to be annexed by the City of Mercedes; and

WHEREAS, the City of Mercedes seeks to annex the above described property, more particularly described herein in Exhibits "A"; and

WHEREAS, the property hereinafter described adjoins, lies adjacent to, or is within the extraterritorial jurisdiction of the City of Mercedes.

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

SECTION I: AUTHORITY OF LAW: All requirements of the law have been met in the passing of this Ordinance.

SECTION II: The land described in Exhibits "A", attached hereto and made a part hereof for all purposes, being territory adjacent to and adjoining the City of Mercedes, Texas, is hereby added and annexed to the City of Mercedes, Texas, and said property therein described shall be included within the boundary limits of such city, and the present boundary limits of such city, at the various points contiguous to the areas hereinafter described, are altered and amended so as to include said areas within the corporate limits.

SECTION III: The herein described property and the area to be annexed shall be a part of the City of Mercedes, Texas, and the property so added hereby shall bear its pro rata share of the taxes levied by the City of Mercedes, Texas. The inhabitants hereof shall be entitled to all of the rights and privileges of citizens of the City of Mercedes, Texas, in areas having similar characteristics of topography, land utilization and population density, and shall be bound by the acts, ordinances, resolutions, and regulations of the City of Mercedes, Texas.

SECTION IV: The extraterritorial jurisdiction of the City of Mercedes shall expand in conformity with this annexation and shall comprise an area around the new corporate limits of the City, consistent with state law.

SECTION V: Upon annexation of the herein described property, the acreage within the City limits of Mercedes will be increased by 0.628 acres, more or less, out of lot 14, block 64, Capisallo District Subdivision, volume “P”, page 225, Hidalgo County Map Records, City of Mercedes, Texas, which does

not exceed the statutory limitations as set out in Section 43.055, Tex. Local Gov't C. (Vernon 1988 and Vernon Supp. 1994).

SECTION VI: The requirement of three separate readings of this Ordinance is hereby dispensed with by a vote of not less than a majority of the members of the City Council present.

SECTION VII: Upon final passage, this Ordinance shall be published in the official newspaper of the City of Mercedes, Texas, as provided by law, and shall be and remain in full force and upon passage.

SECTION VIII: If any part, phrase or sentence of this Ordinance is held void or unconstitutional by a court of competent jurisdiction, or if any tract of land or portion of any tract of land hereby annexed shall be held to be ineligible for annexation or wrongfully annexed, the remaining portions of this Ordinance and the remaining tracts so annexed shall be considered severable and shall remain in full force and effect.

SECTION IX: In accomplishing the annexation of the property herein described the City of Mercedes has strictly followed the provisions of the Charter of the City of Mercedes, and the state statutes as they apply to annexations and any possible deviation from these provisions was unintentional and not material to the accomplishment of this annexation.

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Commission of the City of Mercedes, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 7th day of January, 2025.

1st Reading: January 7, 2025

2ND Reading: January 21, 2025

CITY OF MERCEDES

Oscar D. Montoya, Sr., Mayor

ATTEST:

APPROVED AS TO FORM:

Joselynn Castillo
City Secretary

Martie Garcia Vela
City Attorney

ORDINANCE NO 2025-02

AN ORDINANCE PROVIDING FOR THE VOLUNTARY ANNEXATION OF 2.025 ACRES, MORE OR LESS, OUT OF LOT 4, BLOCK 26, CAPISALLO DISTRICT SUBDIVISION, VOLUME “P”, PAGE 226, HIDALGO COUNTY MAP RECORDS, AS REQUESTED BY WILLIAM STERLING LEGGETT, SAID PROPERTY LYING ADJACENT TO AND ADJOINING THE PRESENT BOUNDARY LIMITS OF THE CITY OF MERCEDS, TEXAS; AND PROVIDING FOR THE EXTENSION OF THE CITY'S BOUNDARIES AND EXTRA-TERRITORIAL JURISDICTION, THEREBY; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

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SECTION IV: The extraterritorial jurisdiction of the City of Mercedes shall expand in conformity with this annexation and shall comprise an area around the new corporate limits of the City, consistent with state law.

SECTION V: Upon annexation of the herein described property, the acreage within the City limits of Mercedes will be increased by 2.025 acres, more or less, out of lot 4, block 26, Capisallo District Subdivision, volume “P”, page 226, Hidalgo County Map Records, City of Mercedes, Texas, which does

not exceed the statutory limitations as set out in Section 43.055, Tex. Local Gov't C. (Vernon 1988 and Vernon Supp. 1994).

SECTION VI: The requirement of three separate readings of this Ordinance is hereby dispensed with by a vote of not less than a majority of the members of the City Council present.

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CITY OF MERCEDES

Oscar D. Montoya, Sr., Mayor

ATTEST:

APPROVED AS TO FORM:

Joselynn Castillo
City Secretary

Martie Garcia Vela
City Attorney

Consent Agenda

DATE: January 21, 2025
FROM: Orlando Diaz, Lieutenant
ITEM: **Discussion and possible action to Approval of Annual Racial Profiling Report FY2024**

BACKGROUND INFORMATION: In compliance with Texas Occupations Code 1701.164, law enforcement agencies are required to collect and report incident-based data regarding racial profiling as outlined in the Texas Code of Criminal Procedure Articles 2.131-2.138. Chief administrators of qualifying agencies must submit a racial profiling report to their governing body and to the Texas Commission on Law Enforcement (TCOLE). This report is filed annually through the Texas Commission on Law Enforcement Data Distribution System (TCLEDDS). The purpose of the report is to promote transparency and accountability in law enforcement practices to ensure fairness and equality.

BOARD REVIEW/CITIZEN FEEDBACK:**ALTERNATIVES/OPTIONS:****FISCAL IMPACT:** (Total Costs)

Proposed Expenditure/(Revenue):
\$

Account Number(s):

LEGAL REVIEW:**ATTACHMENTS:**

1. Write Up
2. Racial Profiling Report 2024

STAFF RECOMMENDATION: Request the commission approve the Annual Racial Profiling Report for 2024, as presented, in accordance with Texas Occupations Code 1701.164 and Texas Code of Criminal Procedure Articles 2.131-2.138, and authorize its submission to the Texas Commission on Law Enforcement (TCOLE) and the governing body.



MERCEDES POLICE DEPARTMENT

316 S. Ohio Ave.
Mercedes, Texas 78570
(956) 565-3102 Fax (956) 565-2583

Francisco J. Sanchez
Chief of Police

To: Mayor, Commissioners, City Manager, Legal

From: Lt. Orlando Diaz

Date: January 21, 2025

Ref: Racial Profiling Compliance and Reporting for FY24

This item pertains to the City of Mercedes' compliance with state-mandated requirements regarding racial profiling prevention and the submission of the annual report to the Texas Commission on Law Enforcement (TCOLE). Below is a comprehensive breakdown to ensure clarity and understanding of this critical matter:

Racial profiling refers to law enforcement actions, such as traffic stops, searches, or detentions, based solely on an individual's race, ethnicity, or national origin, rather than their behavior or evidence of criminal activity. This practice undermines public trust and violates principles of fairness and equal treatment under the law.

In Texas, racial profiling is prohibited under the **Texas Code of Criminal Procedure, Articles 2.131–2.138**. All law enforcement agencies are required to actively prevent racial profiling through policy, training, data collection, and transparent reporting

Why Compliance is Critical

1. Builds Community Trust:

- Compliance demonstrates the City's commitment to fairness and equality, fostering stronger relationships with the community.

2. Improves Public Safety:

- When officers operate transparently and without bias, it enhances the effectiveness of law enforcement and encourages community cooperation.

3. Ensures Legal Compliance:

- Adhering to TCOLE standards avoids potential audits, penalties, or legal challenges.

4. Promotes Accountability and Transparency:

- Submitting the annual report ensures public visibility into our practices and helps identify and address areas for improvement.

5. Protects City Reputation and Funding:

- Compliance safeguards the City's standing with state agencies and preserves eligibility for grants and other financial resources.

MERCEDES POLICE DEPARTMENT

316 S. Ohio Ave.
Mercedes, Texas 78570
(956) 565-3102 Fax (956) 565-2583

he Texas Commission on Law Enforcement oversees racial profiling compliance statewide. TCOLE's role includes:

- Setting standards for data collection and reporting.
 - Requiring annual submissions to ensure compliance.
 - Providing racial profiling prevention training for officers.
-

Benefits of Submitting the Annual Racial Profiling Report

1. **Transparency and Accountability:**
 - The report reflects our commitment to fair and equitable policing.
 2. **Improved Policies and Practices:**
 - Analysis of data helps identify patterns or areas needing attention.
 3. **Community Reassurance:**
 - Reporting demonstrates that the City is proactive in addressing concerns about bias or discrimination.
-

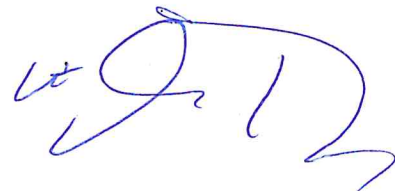
Commitment to Community and Compliance

The City of Mercedes Police Department is dedicated to meeting these standards and fostering trust with the community. By complying with racial profiling laws, we affirm our commitment to equal treatment under the law, professionalism, and the highest standards of public service.

Action Requested

We respectfully request the Commission's acknowledgment of the importance of this initiative and approval for the submission of the City's annual racial profiling report to TCOLE. This action reinforces our dedication to fair and effective law enforcement practices.

Thank you for your attention to this matter and for your continued support in ensuring accountability and transparency within our community.



Racial Profiling Report | Full

Agency Name: MERCEDES POLICE DEPARTMENT

Reporting Date: January 2024 - December 2024

TCOLE Agency Number: 215210

Chief Administrator: CHIEF FRANCISCO J. SANCHEZ

Agency Contact

Phone: (956)565-3102

Email: FJSANCHEZ@CITYOFMERCEDES.COM

Mailing Address:

316 S. OHIO AVE. MERCEDES, TX 78570

This Agency filed a full report

MERCEDES POLICE DEPARTMENT has adopted a detailed written policy on racial profiling. Our policy:

- (1) clearly defines acts constituting racial profiling;
- (2) strictly prohibits peace officers employed by the MERCEDES POLICE DEPARTMENT from engaging in racial profiling;
- (3) implements a process by which an individual may file a complaint with the MERCEDES POLICE DEPARTMENT if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;
- (4) provides public education relating to the agency's complaint process;
- (5) requires appropriate corrective action to be taken against a peace officer employed by the MERCEDES POLICE DEPARTMENT who, after an investigation, is shown to have engaged in racial profiling in violation of the MERCEDES POLICE DEPARTMENT policy;
- (6) requires collection of information relating to motor vehicle stops in which a citation is issued and to arrests made as a result of those stops, including information relating to:
 - (A) the race or ethnicity of the individual detained;
 - (B) whether a search was conducted and, if so, whether the individual detained consented to the search;
 - (C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
 - (D) whether the peace officer used physical force that resulted in bodily injury during the stop;
 - (E) the location of the stop;
 - (F) the reason for the stop;

(7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:

(A) the Commission on Law Enforcement; and

(B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The MERCEDES POLICE DEPARTMENT has satisfied the statutory data audit requirements as prescribed in Article 2.133(c), Code of Criminal Procedure during the reporting period.

Executed by: CHIEF FRANCISCO J. SANCHEZ

CHIEF OF POLICE



Date: 01/06/2025 18:14

Total stops: 2301

Street address or approximate location of the stop

City street: 2275

US highway: 16

County road: 0

State Highway: 2

Private property or other: 8

Was race or ethnicity known prior to stop?

Yes: 0

No: 2301

Race / Ethnicity

Alaska Native/American Indian: 0

Asian / Pacific Islander: 0

Black: 2

White: 77

Hispanic/Latino: 2222

1. Gender

Female:

Total 902

Alaska Native/American Indian 0

Asian / Pacific Islander 0

Black 1

White 28 Hispanic/Latino 873

Male:

Total 1399

Alaska Native/American Indian 0

Asian / Pacific Islander 0

Black 1

White 49 Hispanic/Latino 1349

Reason for stop?

Violation of law:

Total 4
Alaska Native/American Indian 0 Asian / Pacific Islander 0 Black 0
White 0 Hispanic/Latino 4

Pre existing knowledge:

Total 1
Alaska Native/American Indian 0 Asian / Pacific Islander 0 Black 0
White 0 Hispanic/Latino 1

Moving traffic violation:

Total 35
Alaska Native/American Indian 0 Asian / Pacific Islander 0 Black 0
White 0 Hispanic/Latino 35

Vehicle traffic violation:

Total 2261
Alaska Native/American Indian 0 Asian / Pacific Islander 0 Black 2
White 77 Hispanic/Latino 2182

Was a search conducted?

Yes:

Total 25
Alaska Native/American Indian 0 Asian / Pacific Islander 0 Black 0
White 0 Hispanic/Latino 25

No:

Total 2276
Alaska Native/American Indian 0 Asian / Pacific Islander 0 Black 2
White 77 Hispanic/Latino 2197

Reason for Search?

Consent:

Total 0
Alaska Native/American Indian 0 Asian / Pacific Islander 0 Black 0
White 0 Hispanic/Latino 0

Contraband:

Total 0
Alaska Native/American Indian 0 Asian / Pacific Islander 0 Black 0
White 0 Hispanic/Latino 0

Probable cause:Total 12Alaska Native/American Indian 0Asian / Pacific Islander 0Black 0White 0Hispanic/Latino 12**Inventory:**Total 6Alaska Native/American Indian 0Asian / Pacific Islander 0Black 0White 0Hispanic/Latino 6**Incident to arrest:**Total 7Alaska Native/American Indian 0Asian / Pacific Islander 0Black 0White 0Hispanic/Latino 7**Was Contraband discovered?****Yes:**Total 10Alaska Native/American Indian 0Asian / Pacific Islander 0Black 0White 0Hispanic/Latino 10**Did the finding result in arrest?**

(total should equal previous column)

Yes 0No 0Yes 0No 0Yes 0No 0Yes 0No 0Yes 10No 0**No:**Total 15Alaska Native/American Indian 0Asian / Pacific Islander 0Black 0White 0Hispanic/Latino 15**Description of contraband****Drugs:**Total 9Alaska Native/American Indian 0Asian / Pacific Islander 0Black 0White 0Hispanic/Latino 9

Currency:

Total 0
Alaska Native/American Indian 0 Asian / Pacific Islander 0 Black 0
White 0 Hispanic/Latino 0

Weapons:

Total 0
Alaska Native/American Indian 0 Asian / Pacific Islander 0 Black 0
White 0 Hispanic/Latino 0

Alcohol:

Total 1
Alaska Native/American Indian 0 Asian / Pacific Islander 0 Black 0
White 0 Hispanic/Latino 1

Stolen property:

Total 0
Alaska Native/American Indian 0 Asian / Pacific Islander 0 Black 0
White 0 Hispanic/Latino 0

Other:

Total 0
Alaska Native/American Indian 0 Asian / Pacific Islander 0 Black 0
White 0 Hispanic/Latino 0

Result of the stop**Verbal warning:**

Total 0
Alaska Native/American Indian 0 Asian / Pacific Islander 0 Black 0
White 0 Hispanic/Latino 0

Written warning:

Total 1072
Alaska Native/American Indian 0 Asian / Pacific Islander 0 Black 1
White 51 Hispanic/Latino 1020

Citation:

Total 1185
Alaska Native/American Indian 0 Asian / Pacific Islander 0 Black 1
White 26 Hispanic/Latino 1158

Written warning and arrest:

Total 0

Alaska Native/American Indian 0

Asian / Pacific Islander 0

Black 0

White 0 Hispanic/Latino 0

Citation and arrest:

Total 25

Alaska Native/American Indian 0

Asian / Pacific Islander 0

Black 0

White 0 Hispanic/Latino 25

Arrest:

Total 19

Alaska Native/American Indian 0

Asian / Pacific Islander 0

Black 0

White 0 Hispanic/Latino 19

Arrest based on

Violation of Penal Code:

Total 32

Alaska Native/American Indian 0

Asian / Pacific Islander 0

Black 0

White 0 Hispanic/Latino 32

Violation of Traffic Law:

Total 4

Alaska Native/American Indian 0

Asian / Pacific Islander 0

Black 0

White 0 Hispanic/Latino 4

Violation of City Ordinance:

Total 0

Alaska Native/American Indian 0

Asian / Pacific Islander 0

Black 0

White 0 Hispanic/Latino 0

Outstanding Warrant:

Total 8

Alaska Native/American Indian 0

Asian / Pacific Islander 0

Black 0

White 0 Hispanic/Latino 8

Was physical force resulting in bodily injury used during stop

Yes:

Total 0

Alaska Native/American Indian 0

Asian / Pacific Islander 0

Black 0

White 0

Hispanic/Latino 0

No:

Total 2301

Alaska Native/American Indian 0

Asian / Pacific Islander 0

Black 2

White 77

Hispanic/Latino 2222

Number of complaints of racial profiling

Total 0

Resulted in disciplinary action 0

Did not result in disciplinary action 0



Submitted electronically to the



The Texas Commission on Law Enforcement

**Racial Profiling
Exception Report
January 2024 - December 2024**

MERCEDES POLICE DEPARTMENT

Reference #	Source	Date	Name	DOB	Race	Sex	Eth	Exception
240211	Arrest	7/22/2024	TORRES, ADRIAN	12/29/1992	W	M	H	Neither Arrest nor Citation resulted from stop
W18178	Citation	10/21/2024	ALVAREZ, ADOLFO M	9/12/2000	U	M	H	Race, Sex, Or Ethnicity
W18647	Citation	5/26/2024	GARZA , ARTURO KING	1/25/2000	U	M	H	Race, Sex, Or Ethnicity

RACIAL PROFILING ANALYSIS

January 2024 - December 2024

MERCEDES POLICE DEPARTMENT

316 S. OHIO AVE.

MERCEDES, TX 78570

Race/Ethnicity	Contacts		Searches		Consent Searches		PC Searches		Custody Arrest	
	N	%	N	%	N	%	N	%	N	%
Caucasian	77	3.3%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
African American	2	.1%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
Hispanic	2223	96.6%	25	100.0%	0	0.0%	25	100.0%	44	100.0%
Asian	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
Native American	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
Middle Eastern	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
Total	2302		25		0		25		44	

Consent Agenda

DATE: January 21, 2025
FROM: Adrian Perez, Planning Director
ITEM: Discussion and possible action to Final Plat Approval for Shops at Mercedes

BACKGROUND INFORMATION: The Shops at Mercedes is a 27-acre development comprising seven lots, designed to accommodate approximately 15 new businesses. Located adjacent to the Outlets, the project has undergone internal reviews, and staff has met with the developers to discuss the project prior to seeking final approval from the Planning and Zoning Board. A few comments are still pending regarding the TXDOT permit, due to delays caused by the holidays; however, all requirements have been met, and the city's engineer has provided approval. Construction is expected to begin in March.

BOARD REVIEW/CITIZEN FEEDBACK: The Shops at Mercedes received final approval from the Planning and Zoning Board on January 6, 2025. However, the City Engineer requested that the approval be contingent upon addressing outstanding comments, as some issues are still being reviewed.

ALTERNATIVES/OPTIONS:**FISCAL IMPACT:** (Total Costs)**Proposed Expenditure/(Revenue):****Account Number(s):**

\$

Finance Review by: (Has finance reviewed it to make sure we have the funds Yes/No/Not Applicable)

LEGAL REVIEW:**ATTACHMENTS:**

1. LOCATION MAP
2. 21993-1147-DR-Apprvd-2024-10-08--Shops at Mercedes Subdivision Drainage Report
3. Shops at Mercedes Plat

STAFF RECOMMENDATION: Approval

2025 Subdivisions

Stable Estates

Shops at Mercedes Ph I

Mirasol Country Estates

ave The Way
family Church

DRAINAGE REPORT FOR

Shops at Mercedes

Prepared for:

Merit Commercial Real Estate

4040 Broadway Suite 600

San Antonio, TX 78209

Tel: (210) 541-2005

PREPARED BY:



Halff Associates, Inc. (TBPELS Firm #312)

5000 West Military, Suite 100, McAllen, TX / 956.664.0286



AVO 53374.001

September 17, 2024

Index Sheet

1. Drainage Statement
2. Drainage Calculations
3. Calculation Reference
4. Project Location Map
5. NGS Location Map
6. FEMA Flood Insurance Rate Maps
7. NCRS Soil Survey
8. Preliminary Drainage Sheets



DRAINAGE STATEMENT
for
SHOPS AT MERCEDES

HALFF AVO 53374.001

Date: 09/17/2024



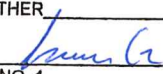
Shops at Mercedes is approximately a 27.647 acre (1,204,320 sq. ft.) tract of land situated in the City of Mercedes, Hidalgo County, Texas out of Lots 10 and 15, Block 42, North Capisallo, amended, Hidalgo County, Texas, as per map or plat. This site aligns along the east R.O.W. line of Mile 1 ½ East Road and the north R.O.W. line of US-83 Frontage Road (West Expressway 83) in Mercedes, Texas.

The proposed commercial development lies primarily within Zone "X" as delineated on the Hidalgo County, Texas, Flood Insurance Rate Map (FIRM), Community Panel Number 4803340450C, revised to reflect LOMR dated June 6, 2000. Flood Zone "X" is defined as "Areas of 500-year flood; areas of 100-year flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and area protected by levees from 100-year flood". The property is currently undeveloped and relatively flat, but ultimately sheet flows at an approximate slope of 0.45% to the northeast. The runoff that does not infiltrate along the way sheet flows towards N Mile 1 ½ East, where it is collected by a series of storm inlets and conveyed north to the irrigation channels owned by Hidalgo and Cameron Counties Irrigation District #9. The existing peak flow value based on a 10-year event for the overall site is approximately 28.14 CFS.

According to the Natural Resource Conservation Service Soil Survey for Hidalgo County, the existing site material is comprised of Hidalgo fine sandy loam, Hidalgo sandy clay loam, Racombes sandy clay loam, and Raymondville clay loam, with 0 to 1 percent slopes for all. Hidalgo fine sandy loam is classified under hydrologic soil Group B and has a moderately high to high capacity of the most limiting layer to transmit water (0.57 to 1.98 in/hr). Hidalgo sandy clay loam is classified under hydrologic soil Group B and has a moderately high to high capacity of the most limiting layer to transmit water (0.57 to 1.98 in/hr). Racombes sandy clay loam is classified under hydrologic soil Group B and has moderately high to high capacity of the most limiting layer to transmit water (0.57 to 1.98 in/hr). Raymondville clay loam is classified under hydrologic soil Group C and has moderately low to moderately high capacity of the most limiting layer to transmit water (0.06 to 0.20 in/hr).

The proposed site will consist of seven (7) lots that will be utilized for private commercial developments. Onsite runoff will be collected in a series of inlets and sheet flow along parking areas, which will ultimately be conveyed to one (1) onsite detention pond to the north of the site. The ultimate outfall of this detention facility will be to the west Mile 1 ½ ROW underground stormwater system. The detention pond will be owned and maintained by the property owner. These changes result in a new peak flow rate of approximately 250.26 CFS based on a 50-year event.

In accordance with Hidalgo County Drainage District No. 1, the owner will provide onsite detention appropriately sized to detain the volume difference calculated between a 10-year storm at existing conditions and a 50-year storm at developed conditions. Therefore, the required onsite detention volume will be 8.65 acre-feet. (approximately 376,754 cubic feet), which will be discharged with a 24-inch pipe at a rate of 22.62 CFS to the existing underground storm system.

☐ REJECTED	
☒ APPROVED FOR SUBMITTAL	
☐ TO H.C. PLANNING DEPT.	
☒ TO CITY	
☒ DISCHARGE PERMIT REQUIRED	
☐ DISTRICT FACILITY	
☒ CITY FACILITY	
☐ OTHER	
	
H.C.D.D. NO. 1	DATE 10-8-24

Mercedes Shopping Center
Drainage Area Calculations - 24-inch Discharge
AVO 53374.001



Date: September 17, 2024

SP54

EXISTING DATA

Total Master Area	27.65 ac	
Existing Runoff Coefficient - "k"	0.30	
Intercept Coefficient - "k"	0.210	
Overland Flow Length - "L"	1275.00 ft	
Overland Slope - "S _p "	0.45 %	
Velocity "V"	0.46 ft/s	
Existing Time of Concentration - "t _c "	46 min.	(Use 10 minutes if calculated t _c is less than 10 minutes)
Intensity of Rainfall - "I"	3.39 in/hr	(10 year event)
Existing - "Q"	28.14 cfs	
	22.62 cfs (24")	

DATA FOR PROPOSED IMPROVEMENTS

Total Disturbed Area	27.65 ac	
Proposed Runoff Coefficient - "C"	0.90	
Proposed Time of Concentration - "t _c "	10 min.	
Proposed "I"	10.06 in/hr	(50 year event)
Proposed - "Q"	250.26 cfs	

Modified Rational Method

Time		I	Q in	V in	Q out	V out	Req'd V	Req'd V
min	hr	in/hr	cfs	cf	cfs	cf	cf	ac-ft
10.00	0.17	10.25	255.12	153,071	22.62	13,572	139,499	3.20
20.00	0.33	7.68	191.17	229,402	22.62	20,358	209,044	4.80
30.00	0.50	6.22	154.76	278,566	22.62	27,144	251,422	5.77
40.00	0.67	5.26	130.99	314,370	22.62	33,930	280,440	6.44
50.00	0.83	4.59	114.13	342,383	22.62	40,716	301,667	6.93
60.00	1.00	4.08	101.49	365,348	22.62	47,502	317,846	7.30
70.00	1.17	3.68	91.62	384,801	22.62	54,288	330,513	7.59
80.00	1.33	3.36	83.68	401,678	22.62	61,074	340,604	7.82
90.00	1.50	3.10	77.15	416,590	22.62	67,860	348,730	8.01
100.00	1.67	2.88	71.66	429,956	22.62	74,646	355,310	8.16
110.00	1.83	2.69	66.98	442,076	22.62	81,432	360,644	8.28
120.00	2.00	2.53	62.94	453,169	22.62	88,218	364,951	8.38
130.00	2.17	2.39	59.41	463,405	22.62	95,004	368,401	8.46
140.00	2.33	2.26	56.30	472,911	22.62	101,790	371,121	8.52
150.00	2.50	2.15	53.53	481,790	22.62	108,576	373,214	8.57
160.00	2.67	2.05	51.05	490,125	22.62	115,362	374,763	8.60
170.00	2.83	1.96	48.82	497,981	22.62	122,148	375,833	8.63
180.00	3.00	1.88	46.80	505,416	22.62	128,934	376,482	8.64
190.00	3.17	1.81	44.95	512,474	22.62	135,720	376,754	8.65
200.00	3.33	1.74	43.27	519,194	22.62	142,506	376,688	8.65
210.00	3.50	1.68	41.72	525,611	23.62	155,892	369,719	8.49
220.00	3.67	1.62	40.28	531,752	24.62	169,878	361,874	8.31
230.00	3.83	1.57	38.96	537,641	25.62	184,464	353,177	8.11
240.00	4.00	1.52	37.73	543,301	26.62	199,650	343,651	7.89

* Note: All coefficients, equations, and pertinent information taken from the FHWA - Urban Drainage Design Manual

$$V = K_U k S_p^{1/2}, t_c = L/60V \quad Q = CA\sqrt{2gH}$$

The following information shall be required as part of the drainage report for new developments:

1. Summary of Project
 - a. Existing and Proposed conditions.
2. Vicinity map showing location of project
3. Location of proposed site with respect to the latest FEMA Floodplain map
4. Summary of Soil Conditions and Soil Classifications
5. Summary of Existing Drainage Conditions
6. Summary of Proposed Drainage Conditions
7. Summary of detention requirements based on the 2, 10, 25 and 50 year storm events.
8. Attachments
 - a. Exhibit A – Drainage Area Map
 - i. All contributing areas
 - ii. Contours and spot elevations
 - iii. Direction of flow
 - iv. Existing and Proposed storm sewer systems and outfalls
 - v. Design assumptions
 - b. Exhibit B – FEMA Floodplain Map with respect to project location
 - c. Exhibit C – Soils Survey Map
 - d. Exhibit D – Drainage Calculations
 - i. Runoff, detention and hydraulic summary
 - ii. Time of concentration (Tc) estimates
 - iii. Runoff coefficient (c) assumptions
 - iv. Storage volume calculations (Modified Rational Method)
 - v. Pipe and inlet capacities
 - vi. Detention pond dimensions
 - vii. Hydraulic Grade Line (HGL)

9.5 Storm Water Detention Design:

A. General Policy:

1. Storm water runoff increases resulting from development shall be mitigated on-site for the 2, 10, 25 and 50-year meteorological events. The Modified Rational Method is to be used for determination of storm water storage requirements for developments less than 10 acres. Reference Table 3-4 for the Modified Rational Method calculation example.

Table 3-4 Modified Rational Method

(A)	(B)	(C)	(D)	(E)	(F)	(G)
Duration	Intensity	Q_{in}	V_{in}	Q_{out}	V_{out}	Storage
(min)	(in/hr)	(cfs)	(cf)	(cfs)	(cf)	(cf)

- (A) – Duration in minutes
- (B) – Intensity for respective duration
- (C) – Developed conditions peak discharge
- (D) – Developed conditions runoff volume
- (E) – Pre-developed peak discharge
- (F) – Pre-developed conditions runoff volume
- (G) – Storage required ($V_{in} - V_{out}$)

2. Storm water runoff shall be released from detention area into a receiving system at the pre-developed rate for the 50-year frequency storm events.
3. On-site detention facilities shall be placed in dedicated areas unless otherwise approved by the City Engineer.
4. Maintenance of on-site detention areas shall be maintained by the property owner(s) or a home owner's association if applicable.

B. Drainage Detention Calculation Requirements:

1. Calculate runoff from site for existing conditions:
 - a. Calculate runoff coefficient (C) based on ground cover, slope, soil type, etc.
 - b. Calculate time of concentration (T_c), or time for runoff to flow from furthest hydraulic point of property to the collection point.
 - c. From curve, select intensity (I) corresponding to time of concentration (T_c).

- d. Calculate runoff (Q).
2. Calculate runoff conditions from site for improved conditions:
- a. Calculate runoff coefficient (c) based on improvements; i.e., paving, buildings, green areas.
 - b. Calculate revised time of concentration (Tc).
 - c. Determination of intensity and runoff not required at this stage.
3. Calculate on-site storage required:
- a. Storage required equals the difference between the volume of runoff generated in the improved condition and the volume of runoff that can be discharged based on the pre-developed conditions.
 - b. The volume in and the volume out is calculated for storms of varying durations.
 - c. Select maximum storage indicated for compliance with the City of Mercedes drainage policy.
 - d. Time of concentration beginning with calculated (t) for future conditions.
 - e. Intensity for corresponding time of concentration. These values are from the rainfall intensity graph or from Hidalgo County statistical data.
 - f. Q is the runoff rate in cubic feet per second. It is calculated from the rational formulate being $Q = CIA$.
 - g. Volume of runoff in cubic feet for developed property. This is determined by multiplying the time of concentration (Tc) and the runoff amount (Q).
 - h. Determine the maximum runoff rate from the existing conditions.
 - i. The volume of runoff that can be discharged during the time of concentration (Tc). This is determined by multiplying the time of concentration (Tc) and the Q out.

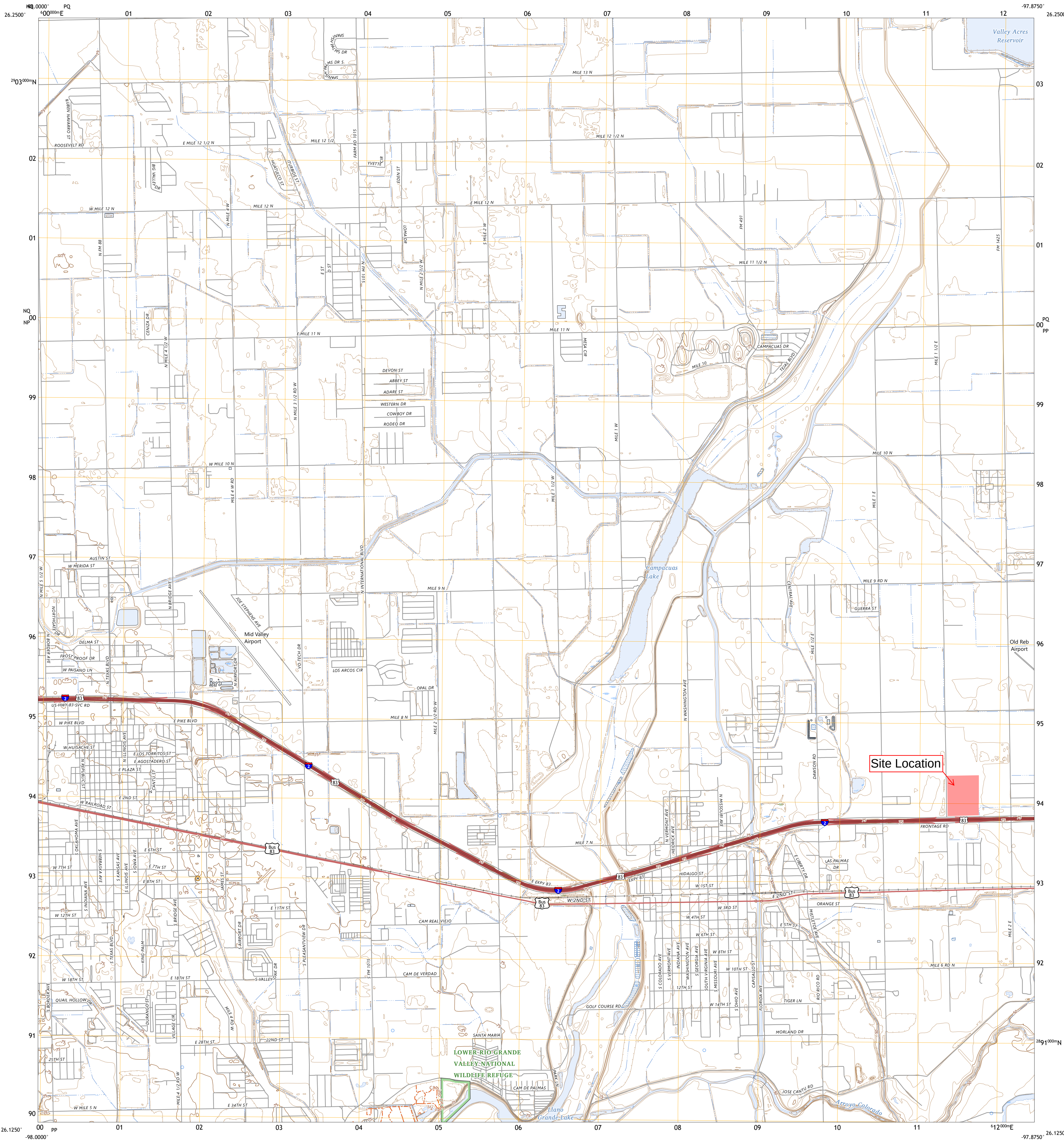
9.6 Storm Sewer Design:

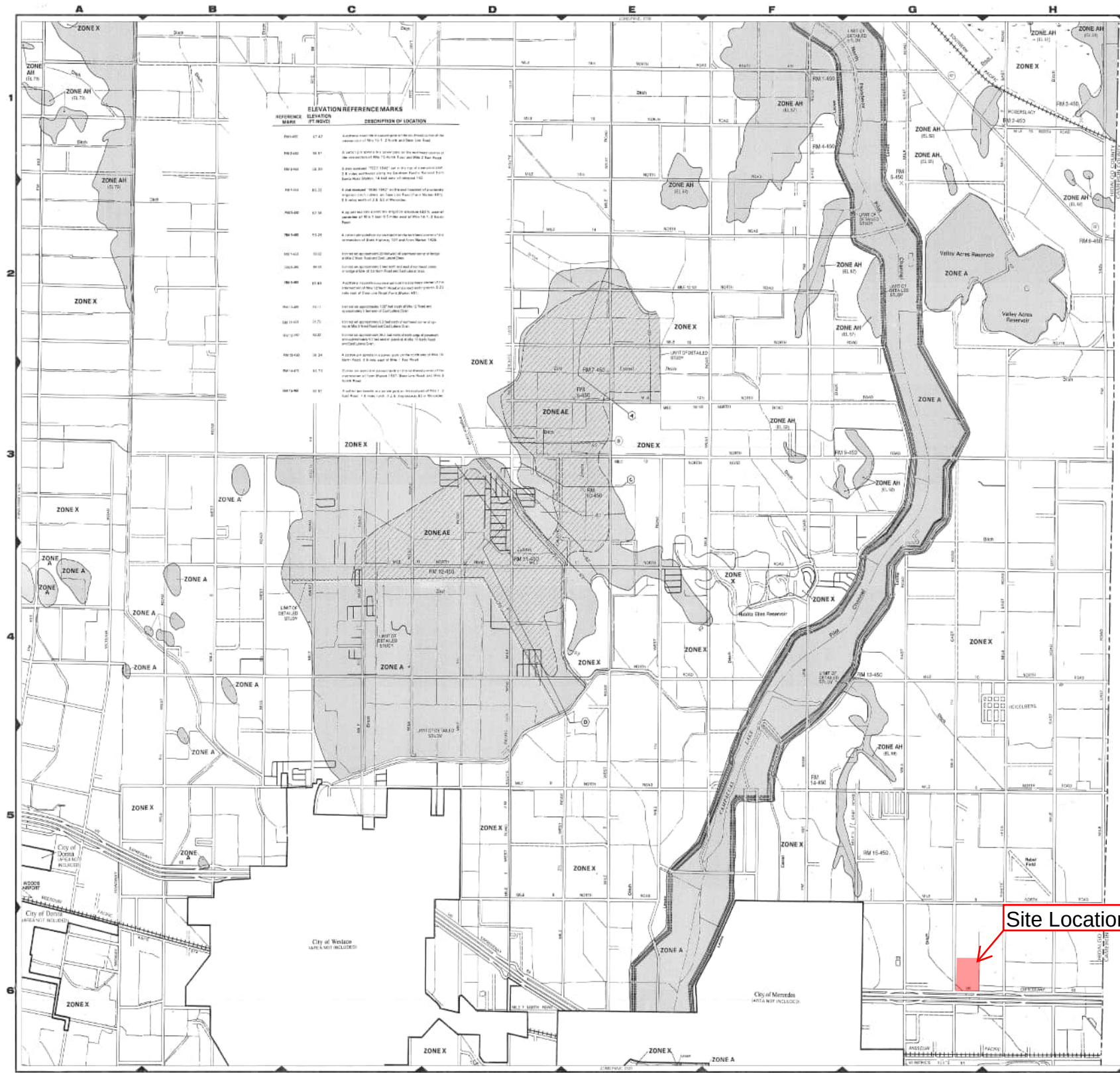


5000 WEST MILITARY HWY., SUITE 100
MCALLEN, TEXAS 78503-7446
TEL. (956) 664-0286

PROJECT LOCATION MAP

SHOPS AT MERCEDES
HIDALGO COUNTY, TEXAS



[illegible][illegible]

NATIONAL FLOOD INSURANCE PROGRAM

FIRM
FLOOD INSURANCE RATE MAPHIDALGO COUNTY,
TEXAS
(UNINCORPORATED AREAS)

(THIS MAP AND ITS FOUR PANELS NOT FOR SALE)

COMMUNITY-PANEL NUMBER

480334 0450 C

MAP REVISED:

JUNE 6, 2000



28 of 260

38 01 360
Federal Emergency Management Agency



United States
Department of
Agriculture

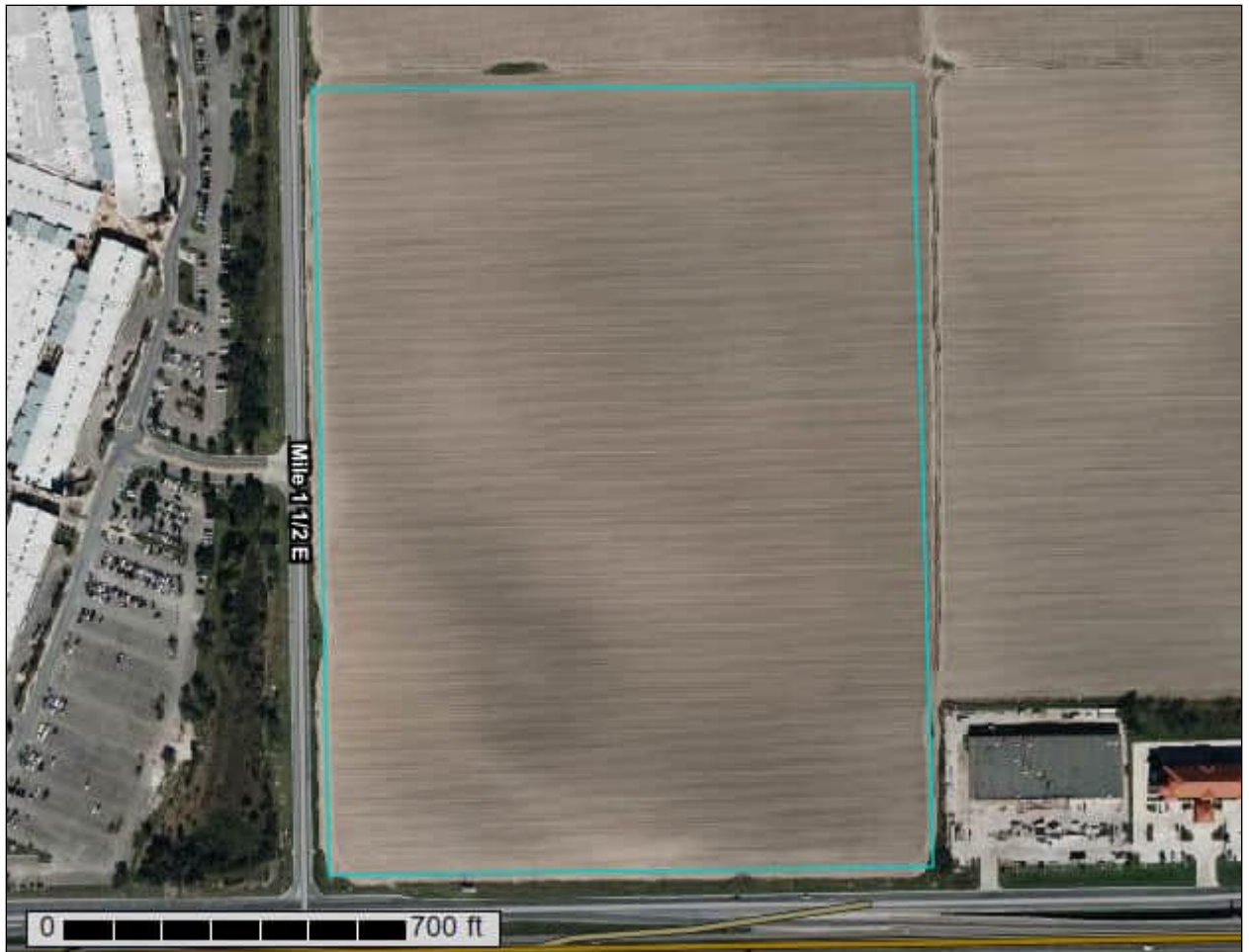
NRCS

Natural
Resources
Conservation
Service

A product of the National
Cooperative Soil Survey,
a joint effort of the United
States Department of
Agriculture and other
Federal agencies, State
agencies including the
Agricultural Experiment
Stations, and local
participants

Custom Soil Resource Report for Hidalgo County, Texas

Custom Soil Resource Report



Preface

Soil surveys contain information that affects land use planning in survey areas. They highlight soil limitations that affect various land uses and provide information about the properties of the soils in the survey areas. Soil surveys are designed for many different users, including farmers, ranchers, foresters, agronomists, urban planners, community officials, engineers, developers, builders, and home buyers. Also, conservationists, teachers, students, and specialists in recreation, waste disposal, and pollution control can use the surveys to help them understand, protect, or enhance the environment.

Various land use regulations of Federal, State, and local governments may impose special restrictions on land use or land treatment. Soil surveys identify soil properties that are used in making various land use or land treatment decisions. The information is intended to help the land users identify and reduce the effects of soil limitations on various land uses. The landowner or user is responsible for identifying and complying with existing laws and regulations.

Although soil survey information can be used for general farm, local, and wider area planning, onsite investigation is needed to supplement this information in some cases. Examples include soil quality assessments (<http://www.nrcs.usda.gov/wps/portal/nrcs/main/soils/health/>) and certain conservation and engineering applications. For more detailed information, contact your local USDA Service Center (<https://offices.sc.egov.usda.gov/locator/app?agency=nrcs>) or your NRCS State Soil Scientist (http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/contactus/?cid=nrcs142p2_053951).

Great differences in soil properties can occur within short distances. Some soils are seasonally wet or subject to flooding. Some are too unstable to be used as a foundation for buildings or roads. Clayey or wet soils are poorly suited to use as septic tank absorption fields. A high water table makes a soil poorly suited to basements or underground installations.

The National Cooperative Soil Survey is a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local agencies. The Natural Resources Conservation Service (NRCS) has leadership for the Federal part of the National Cooperative Soil Survey.

Information about soils is updated periodically. Updated information is available through the NRCS Web Soil Survey, the site for official soil survey information.

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How Soil Surveys Are Made

Soil surveys are made to provide information about the soils and miscellaneous areas in a specific area. They include a description of the soils and miscellaneous areas and their location on the landscape and tables that show soil properties and limitations affecting various uses. Soil scientists observed the steepness, length, and shape of the slopes; the general pattern of drainage; the kinds of crops and native plants; and the kinds of bedrock. They observed and described many soil profiles. A soil profile is the sequence of natural layers, or horizons, in a soil. The profile extends from the surface down into the unconsolidated material in which the soil formed or from the surface down to bedrock. The unconsolidated material is devoid of roots and other living organisms and has not been changed by other biological activity.

Currently, soils are mapped according to the boundaries of major land resource areas (MLRAs). MLRAs are geographically associated land resource units that share common characteristics related to physiography, geology, climate, water resources, soils, biological resources, and land uses (USDA, 2006). Soil survey areas typically consist of parts of one or more MLRA.

The soils and miscellaneous areas in a survey area occur in an orderly pattern that is related to the geology, landforms, relief, climate, and natural vegetation of the area. Each kind of soil and miscellaneous area is associated with a particular kind of landform or with a segment of the landform. By observing the soils and miscellaneous areas in the survey area and relating their position to specific segments of the landform, a soil scientist develops a concept, or model, of how they were formed. Thus, during mapping, this model enables the soil scientist to predict with a considerable degree of accuracy the kind of soil or miscellaneous area at a specific location on the landscape.

Commonly, individual soils on the landscape merge into one another as their characteristics gradually change. To construct an accurate soil map, however, soil scientists must determine the boundaries between the soils. They can observe only a limited number of soil profiles. Nevertheless, these observations, supplemented by an understanding of the soil-vegetation-landscape relationship, are sufficient to verify predictions of the kinds of soil in an area and to determine the boundaries.

Soil scientists recorded the characteristics of the soil profiles that they studied. They noted soil color, texture, size and shape of soil aggregates, kind and amount of rock fragments, distribution of plant roots, reaction, and other features that enable them to identify soils. After describing the soils in the survey area and determining their properties, the soil scientists assigned the soils to taxonomic classes (units). Taxonomic classes are concepts. Each taxonomic class has a set of soil characteristics with precisely defined limits. The classes are used as a basis for comparison to classify soils systematically. Soil taxonomy, the system of taxonomic classification used in the United States, is based mainly on the kind and character of soil properties and the arrangement of horizons within the profile. After the soil

scientists classified and named the soils in the survey area, they compared the individual soils with similar soils in the same taxonomic class in other areas so that they could confirm data and assemble additional data based on experience and research.

The objective of soil mapping is not to delineate pure map unit components; the objective is to separate the landscape into landforms or landform segments that have similar use and management requirements. Each map unit is defined by a unique combination of soil components and/or miscellaneous areas in predictable proportions. Some components may be highly contrasting to the other components of the map unit. The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The delineation of such landforms and landform segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, onsite investigation is needed to define and locate the soils and miscellaneous areas.

Soil scientists make many field observations in the process of producing a soil map. The frequency of observation is dependent upon several factors, including scale of mapping, intensity of mapping, design of map units, complexity of the landscape, and experience of the soil scientist. Observations are made to test and refine the soil-landscape model and predictions and to verify the classification of the soils at specific locations. Once the soil-landscape model is refined, a significantly smaller number of measurements of individual soil properties are made and recorded. These measurements may include field measurements, such as those for color, depth to bedrock, and texture, and laboratory measurements, such as those for content of sand, silt, clay, salt, and other components. Properties of each soil typically vary from one point to another across the landscape.

Observations for map unit components are aggregated to develop ranges of characteristics for the components. The aggregated values are presented. Direct measurements do not exist for every property presented for every map unit component. Values for some properties are estimated from combinations of other properties.

While a soil survey is in progress, samples of some of the soils in the area generally are collected for laboratory analyses and for engineering tests. Soil scientists interpret the data from these analyses and tests as well as the field-observed characteristics and the soil properties to determine the expected behavior of the soils under different uses. Interpretations for all of the soils are field tested through observation of the soils in different uses and under different levels of management. Some interpretations are modified to fit local conditions, and some new interpretations are developed to meet local needs. Data are assembled from other sources, such as research information, production records, and field experience of specialists. For example, data on crop yields under defined levels of management are assembled from farm records and from field or plot experiments on the same kinds of soil.

Predictions about soil behavior are based not only on soil properties but also on such variables as climate and biological activity. Soil conditions are predictable over long periods of time, but they are not predictable from year to year. For example, soil scientists can predict with a fairly high degree of accuracy that a given soil will have a high water table within certain depths in most years, but they cannot predict that a high water table will always be at a specific level in the soil on a specific date.

After soil scientists located and identified the significant natural bodies of soil in the survey area, they drew the boundaries of these bodies on aerial photographs and

Custom Soil Resource Report

identified each as a specific map unit. Aerial photographs show trees, buildings, fields, roads, and rivers, all of which help in locating boundaries accurately.

Soil Map

The soil map section includes the soil map for the defined area of interest, a list of soil map units on the map and extent of each map unit, and cartographic symbols displayed on the map. Also presented are various metadata about data used to produce the map, and a description of each soil map unit.

Custom Soil Resource Report Soil Map



MAP LEGEND

Area of Interest (AOI)

 Area of Interest (AOI)

Soils

 Soil Map Unit Polygons

 Soil Map Unit Lines

 Soil Map Unit Points

Special Point Features

 Blowout

 Borrow Pit

 Clay Spot

 Closed Depression

 Gravel Pit

 Gravelly Spot

 Landfill

 Lava Flow

 Marsh or swamp

 Mine or Quarry

 Miscellaneous Water

 Perennial Water

 Rock Outcrop

 Saline Spot

 Sandy Spot

 Severely Eroded Spot

 Sinkhole

 Slide or Slip

 Sodic Spot

 Spoil Area

 Stony Spot

 Very Stony Spot

 Wet Spot

 Other

 Special Line Features

Water Features

 Streams and Canals

Transportation

 Rails

 Interstate Highways

 US Routes

 Major Roads

 Local Roads

Background

 Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Hidalgo County, Texas
Survey Area Data: Version 22, Sep 5, 2023

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Dec 21, 2021—Mar 2, 2022

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
25	Hidalgo fine sandy loam, 0 to 1 percent slopes	12.8	28.1%
28	Hidalgo sandy clay loam, 0 to 1 percent slopes	29.6	65.2%
48	Racombes sandy clay loam, 0 to 1 percent slopes	2.5	5.6%
52	Raymondville clay loam, 0 to 1 percent slopes	0.5	1.1%
Totals for Area of Interest		45.5	100.0%

Map Unit Descriptions

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The delineation of such segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, however, onsite investigation is needed to define and locate the soils and miscellaneous areas.

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

Soils that have profiles that are almost alike make up a *soil series*. Except for differences in texture of the surface layer, all the soils of a series have major horizons that are similar in composition, thickness, and arrangement.

Soils of one series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into *soil phases*. Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A *complex* consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An *association* is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An *undifferentiated group* is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include *miscellaneous areas*. Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.

Hidalgo County, Texas

25—Hidalgo fine sandy loam, 0 to 1 percent slopes

Map Unit Setting

National map unit symbol: 2sxvn
Elevation: 20 to 500 feet
Mean annual precipitation: 20 to 27 inches
Mean annual air temperature: 72 to 74 degrees F
Frost-free period: 300 to 365 days
Farmland classification: Prime farmland if irrigated

Map Unit Composition

Hidalgo and similar soils: 85 percent
Minor components: 15 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Hidalgo

Setting

Landform: Terraces
Landform position (three-dimensional): Tread
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Calcareous loamy alluvium

Typical profile

Ap - 0 to 17 inches: fine sandy loam
Bk1 - 17 to 28 inches: sandy clay loam
Bk2 - 28 to 38 inches: clay loam
Ck - 38 to 80 inches: clay loam

Properties and qualities

Slope: 0 to 1 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Well drained
Runoff class: Negligible
Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high
(0.57 to 1.98 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 35 percent
Maximum salinity: Nonsaline to slightly saline (0.0 to 4.0 mmhos/cm)
Sodium adsorption ratio, maximum: 10.0
Available water supply, 0 to 60 inches: Moderate (about 7.8 inches)

Interpretive groups

Land capability classification (irrigated): 2s
Land capability classification (nonirrigated): 2s
Hydrologic Soil Group: B
Ecological site: R083DY019TX - Gray Sandy Loam
Hydric soil rating: No

Minor Components

Willacy

Percent of map unit: 10 percent
Landform: Terraces
Landform position (three-dimensional): Tread
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: R083DY023TX - Sandy Loam
Hydric soil rating: No

Brennan

Percent of map unit: 5 percent
Landform: Terraces
Landform position (three-dimensional): Tread
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: R083EY023TX - Sandy Loam
Hydric soil rating: No

28—Hidalgo sandy clay loam, 0 to 1 percent slopes

Map Unit Setting

National map unit symbol: 2sxvl
Elevation: 20 to 500 feet
Mean annual precipitation: 20 to 27 inches
Mean annual air temperature: 72 to 74 degrees F
Frost-free period: 300 to 365 days
Farmland classification: All areas are prime farmland

Map Unit Composition

Hidalgo and similar soils: 85 percent
Minor components: 15 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Hidalgo

Setting

Landform: Terraces
Landform position (three-dimensional): Tread
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Calcareous loamy alluvium

Typical profile

Ap - 0 to 17 inches: sandy clay loam
Bk1 - 17 to 28 inches: sandy clay loam
Bk2 - 28 to 38 inches: clay loam
Ck - 38 to 80 inches: clay loam

Properties and qualities

Slope: 0 to 1 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Well drained
Runoff class: Negligible
Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high
(0.57 to 1.98 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 35 percent
Maximum salinity: Nonsaline to slightly saline (0.0 to 4.0 mmhos/cm)
Sodium adsorption ratio, maximum: 10.0
Available water supply, 0 to 60 inches: Moderate (about 7.8 inches)

Interpretive groups

Land capability classification (irrigated): 1
Land capability classification (nonirrigated): 2c
Hydrologic Soil Group: B
Ecological site: R083DY019TX - Gray Sandy Loam
Hydric soil rating: No

Minor Components

Raymondville

Percent of map unit: 7 percent
Landform: Terraces
Landform position (three-dimensional): Tread
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: R083DY025TX - Clay Loam
Hydric soil rating: No

Racombes

Percent of map unit: 6 percent
Landform: Terraces
Landform position (three-dimensional): Tread
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: R083DY025TX - Clay Loam
Hydric soil rating: No

Willacy

Percent of map unit: 2 percent
Landform: Terraces
Landform position (three-dimensional): Tread
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: R083DY023TX - Sandy Loam
Hydric soil rating: No

48—Racombes sandy clay loam, 0 to 1 percent slopes

Map Unit Setting

National map unit symbol: 2yndc
Elevation: 30 to 330 feet
Mean annual precipitation: 23 to 27 inches
Mean annual air temperature: 72 to 74 degrees F
Frost-free period: 280 to 365 days
Farmland classification: All areas are prime farmland

Map Unit Composition

Racombes and similar soils: 85 percent
Minor components: 15 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Racombes

Setting

Landform: Terraces
Landform position (three-dimensional): Tread
Down-slope shape: Linear
Across-slope shape: Concave
Parent material: Calcareous loamy alluvium

Typical profile

Ap - 0 to 13 inches: sandy clay loam
Bt - 13 to 25 inches: sandy clay loam
Btk - 25 to 49 inches: sandy clay loam
Bk - 49 to 80 inches: sandy clay loam

Properties and qualities

Slope: 0 to 1 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Well drained
Runoff class: Negligible
Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high (0.57 to 1.98 in/hr)
Depth to water table: About 42 to 72 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 20 percent
Gypsum, maximum content: 2 percent
Maximum salinity: Nonsaline to slightly saline (0.0 to 4.0 mmhos/cm)
Sodium adsorption ratio, maximum: 6.0
Available water supply, 0 to 60 inches: Moderate (about 9.0 inches)

Interpretive groups

Land capability classification (irrigated): 1
Land capability classification (nonirrigated): 1
Hydrologic Soil Group: B

Ecological site: R083DY025TX - Clay Loam

Hydric soil rating: No

Minor Components

Willacy

Percent of map unit: 6 percent

Landform: Terraces

Landform position (three-dimensional): Tread

Down-slope shape: Linear

Across-slope shape: Linear

Ecological site: R083DY023TX - Sandy Loam

Hydric soil rating: No

Hidalgo

Percent of map unit: 4 percent

Landform: Terraces

Landform position (three-dimensional): Tread

Down-slope shape: Convex

Across-slope shape: Linear

Ecological site: R083DY019TX - Gray Sandy Loam

Hydric soil rating: No

Raymondville

Percent of map unit: 4 percent

Landform: Terraces

Landform position (three-dimensional): Tread

Down-slope shape: Linear

Across-slope shape: Linear

Ecological site: R083DY025TX - Clay Loam

Hydric soil rating: No

Rio

Percent of map unit: 1 percent

Landform: Closed depressions

Landform position (three-dimensional): Tread

Down-slope shape: Concave

Across-slope shape: Concave

Ecological site: R083DY007TX - Lakebed

Hydric soil rating: Yes

52—Raymondville clay loam, 0 to 1 percent slopes

Map Unit Setting

National map unit symbol: dbm1

Elevation: 20 to 200 feet

Mean annual precipitation: 23 to 33 inches

Mean annual air temperature: 72 to 73 degrees F

Frost-free period: 300 to 340 days

Farmland classification: Prime farmland if irrigated

Map Unit Composition

Raymondville and similar soils: 85 percent

Minor components: 15 percent

Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Raymondville

Setting

Landform: Delta plains

Down-slope shape: Linear

Across-slope shape: Linear

Parent material: Calcareous clayey alluvium

Typical profile

H1 - 0 to 15 inches: clay loam

H2 - 15 to 43 inches: clay loam

H3 - 43 to 65 inches: clay

Properties and qualities

Slope: 0 to 1 percent

Depth to restrictive feature: More than 80 inches

Drainage class: Moderately well drained

Runoff class: Medium

Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.20 in/hr)

Depth to water table: More than 80 inches

Frequency of flooding: None

Frequency of ponding: None

Calcium carbonate, maximum content: 10 percent

Maximum salinity: Nonsaline to slightly saline (0.0 to 4.0 mmhos/cm)

Sodium adsorption ratio, maximum: 8.0

Available water supply, 0 to 60 inches: Moderate (about 9.0 inches)

Interpretive groups

Land capability classification (irrigated): 2s

Land capability classification (nonirrigated): 2s

Hydrologic Soil Group: C

Ecological site: R083DY025TX - Clay Loam

Hydric soil rating: No

Minor Components

Unnamed

Percent of map unit: 15 percent

Hydric soil rating: No

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Custom Soil Resource Report

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PLAT OF
SHOPS AT MERCEDES
BEING A SUBDIVISION OF 27.647 ACRES
SITUATED IN THE CITY OF MERCEDES,
HIDALGO COUNTY, TEXAS OUT OF LOT
10 AND LOT 15, BLOCK 42, OF THE
CAPISALO DISTRICT SUBDIVISION
RECORDED IN VOLUME 9, PAGE 227 OF
THE MAP RECORDS OF HIDALGO
COUNTY, TEXAS



half

5000 WEST MILITARY, SUITE 100
MCALLEN, TX 78503-7446
TEL (956) 664-0286
TBPELS SURVEYING FIRM #10194

PRINCIPAL CONTACTS			
OWNER:	SHOPS AT MERCEDES	4040 BROADWAY, STE. 600	SAN ANTONIO, TX 78209 PH: (210) 541-2005
ENGINEER:	HALFF	5000 W. MILITARY STE. 100	MCALLEN, TX 78503 PH: (956) 664-0286
SURVEYOR:	HALFF	5000 W. MILITARY STE. 100	MCALLEN, TX 78503 PH: (956) 664-0286

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METES AND BOUNDS DESCRIPTION

BEING A 27.647 ACRE (1,204,320 SQ. FT.) PARCEL OF LAND SITUATED IN THE JUAN JOSE YNOJOSA DE BALLI SURVEY, ABSTRACT NO. 54, AND BEING A PORTION OF LOT 10 AND LOT 15, BLOCK 42, OF THE CAPISALLO DISTRICT SUBDIVISION, A SUBDIVISION TO THE CITY OF MERCEDES, HIDALGO COUNTY, TEXAS, AS SHOWN ON THE MAP OR PLAT RECORDED UNDER VOLUME P, PAGE 227 OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS (M.R.H.C.T.), AND BEING A PORTION OF TRACTS II AND IV DESCRIBED TO KIRK AND LINDA SCHWARZ FAMILY, LTD., IN A WARRANTY DEED RECORDED ON AUGUST 5, 2008 UNDER DOCUMENT NO. 2008-1918097 OF THE OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS (O.R.H.C.T.); SAID 27.647 ACRE PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING, AT A ¼ INCH IRON ROD FOUND ON THE EXISTING EAST RIGHT OF WAY (ROW) LINE OF NORTH MILE 1 ½ E ROAD (60' WIDTH ROW) ON THE NORTH LINE OF SAID LOT 10 AND SAID TRACT II FROM WHICH A MAG NAIL FOUND FOR THE NORTHWEST CORNER OF SAID LOT 10 AND SAID TRACT II IN THE CENTER OF SAID NORTH MILE 1 ½ E ROAD BEARS SOUTH 88° 46' 30" WEST, A DISTANCE OF 30.00 FEET;

THENCE, SOUTH 01° 13' 25" EAST, ALONG THE EXISTING EAST ROW OF SAID NORTH MILE 1 ½ E ROAD AND CROSSING SAID LOT 10 AND SAID TRACT II, A DISTANCE OF 847.06 FEET TO A ½ INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "HALFF" FOUND FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED PARCEL AND BEING THE **POINT OF BEGINNING**, HAVING SURFACE COORDINATES DISPLAYED IN U.S. SURVEY FEET OF N=16,584,674.17, E=1,185,670.04;

THENCE, LEAVING THE EASTERLY RIGHT OF WAY LINE OF SAID NORTH MILE 1 ½ E ROAD, THE FOLLOWING FOUR COURSES:

1) NORTH 88° 46' 46" EAST, A DISTANCE OF 59.60 FEET, TO A ½ INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "HALFF" FOUND AT THE BEGINNING OF A CURVE TO THE LEFT FOR A CORNER OF THE HEREIN DESCRIBED PARCEL;

2) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1,094.00 FEET, AN INTERNAL ANGLE OF 22° 30' 22" (CALL) AND A CHORD THAT BEARS NORTH 77° 31' 35" EAST, 426.97 FEET (CALL), FOR AN ARC DISTANCE OF 429.73 FEET (CALL) TO A ½ INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "HALFF" FOUND FOR A CORNER OF THE HEREIN DESCRIBED PARCEL AND THE BEGINNING OF A CURVE TO THE RIGHT;

3) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1,094.00 FEET (CALL), AN INTERNAL ANGLE OF 22° 29' 21" (CALL) AND A CHORD THAT BEARS NORTH 77° 31' 05" EAST (CALL), 426.66 FEET (CALL), FOR AN ARC DISTANCE OF 429.41 FEET (CALL) TO A ½ INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "HALFF" FOUND FOR A CORNER OF THE HEREIN DESCRIBED PARCEL;

4) NORTH 88° 45' 45" EAST (CALL), A DISTANCE OF 393.13 FEET TO A ½ INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "HALFF" FOUND ON THE EAST LINE OF SAID LOT 10 AND SAID TRACT II, THE WEST LINE OF LOT 9, BLOCK 42 OF SAID SUBDIVISION, AND THE WEST LINE OF A TRACT OF LAND DESCRIBED TO LINDA SCHWARZ, RECORDED UNDER VOLUME 3055, PAGE 567, OF THE DEED RECORDS OF HIDALGO, COUNTY, TEXAS (D.R.H.C.T.);

5) **THENCE**, SOUTH 01° 14' 23" EAST, ALONG THE COMMON LINE OF SAID LOT 10, SAID LOT 9, SAID TRACT II, AND SAID LINDA SCHWARZ TRACT, AT A DISTANCE OF 641.52 PASS A ½ INCH IRON ROD WITH CAP STAMPED "MELDEN & HUNT, INC" FOUND FOR THE SOUTHEAST CORNER OF SAID LOT 10 AND SAID TRACT II, THE NORTHEAST CORNER OF SAID LOT 15 AND SAID TRACT IV, THE SOUTHWEST CORNER OF SAID LOT 9 AND SAID LINDA SCHWARZ TRACT AND THE NORTHWEST CORNER OF LOT 1 OF WANI'S ENTERPRISES SUBDIVISION III, RECORDED UNDER VOLUME 51, PAGE 74, M.R.H.C.T., CONTINUING FOR AN OVERALL DISTANCE OF 998.04 FEET (CALL) TO A POINT ON THE EXISTING NORTH ROW LINE OF IH-2 (US 83) (VARIABLE WIDTH ROW) FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED PARCEL FROM WHICH A ½ INCH IRON ROD WITH CAP STAMPED "MELDEN & HUNT, INC" BEARS SOUTH 01° 06' 56" WEST, 1.43 FEET, AND A ½ INCH IRON ROD FOUND ON SAID NORTH ROW LINE BEARS SOUTH 88° 44' 17" WEST, A DISTANCE OF 372.42 FEET;

THENCE, ALONG THE EXISTING NORTH ROW LINE OF SAID IH-2 (US 83), THE FOLLOWING THREE COURSES:

6) SOUTH 88° 44' 17" WEST (SOUTH 89° 58' 05" WEST - VOL. 1050 PG. 292 CALL), A DISTANCE OF 1,017.22 FEET TO ½ INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "HALFF" FOUND AT THE SOUTH CORNER OF A JOG IN THE EXISTING NORTH ROW LINE OF SAID IH-2 (US 83) FOR A CORNER OF THE HEREIN DESCRIBED PARCEL;

7) NORTH 01° 15' 43" WEST, A DISTANCE OF 12.00 FEET (NORTH 00° 01' 55" WEST, 12.00 FEET - DOCUMENT NO. 2006-1650421 CALL), TO ½ INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "HALFF" FOUND AT THE NORTH CORNER OF SAID JOG IN THE EXISTING NORTH ROW LINE FOR A CORNER OF THE HEREIN DESCRIBED PARCEL;

8) SOUTH 88° 44' 17" WEST, A DISTANCE OF 235.00 FEET (SOUTH 88° 44' 17" WEST, 235.00 FEET - DOCUMENT NO. 2006-1650421 CALL), TO A POINT AT THE SOUTH CORNER OF A CUTBACK AT THE INTERSECTION OF SAID IH-2 (US 83) AND SAID NORTH MILE 1 1/2 E ROAD FOR A SOUTHWEST CORNER OF THE HEREIN DESCRIBED PARCEL FROM WHICH A ½ INCH IRON ROD FOUND DISTURBED BEARS SOUTH 29° 30' 26" WEST, 1.47 FEET;

9) **THENCE**, NORTH 46° 14' 46" WEST, ALONG SAID CUTBACK, A DISTANCE OF 53.72 FEET (NORTH 45° 00' 58" WEST, 53.72 FEET - DOCUMENT NO. 2006-1650421 CALL), TO A POINT AT THE NORTH CORNER OF SAID CUTBACK ON THE EXISTING EAST ROW LINE OF SAID N. MILE 1 ½ E. ROAD FOR A SOUTHWEST CORNER OF THE HEREIN DESCRIBED PARCEL FROM WHICH A FOUND ½ INCH IRON ROD WITH CAP (UNREADABLE) BEARS SOUTH 05° 52' 44" EAST, 1.76 FEET;

10) **THENCE**, NORTH 01° 13' 25" WEST, ALONG THE EXISTING EAST ROW LINE OF SAID NORTH MILE 1 ½ E ROAD, A DISTANCE OF 782.22 FEET, TO THE **POINT OF BEGINNING** AND CONTAINING 27.647 ACRES (1,204,320 SQ. FT.) OF LAND;

GENERAL SUBDIVISION PLAT NOTES

1. THIS SUBDIVISION IS LOCATED IN ZONE "X" FEMA FIRM PANEL NO. 480334 0450 C MAP REVISED JUNE 6, 2000 ZONE "X" IS DEFINED AS "AREAS OF 500-YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE, AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD"

2. BASIS OF BEARING: GRID NORTH. ALL BEARINGS AND DISTANCES ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983, TEXAS STATE PLANE SOUTH ZONE (4205), NAD 83 (2011 ADJ., EPOCH 2010.0). ALL DISTANCES AND COORDINATES ARE GRID VALUES.

3. SITE BENCHMARK: #1 SQUARE CUT SET ON CURB INLET ELEVATION 61.99 LOCATED 95 FEET WEST OF THE SOUTHEAST CORNER OF THIS SUBDIVISION. #2 SQUARE CUT SET ON CURB INLET ELEVATION 60.70 LOCATED 235 FEET EAST OF THE INTERSECTION OF MILE 1-1/2 E. ROAD.

4. THIS PROPERTY LIES INSIDE THE CITY LIMITS OF THE CITY OF MERCEDES.

5. SETBACKS: ACCORDING TO THE CITY OF MERCEDES COMMERCIAL ZONING REQUIREMENTS AT THE TIME OF BUILDING PERMIT PHASE.

6. THE MINIMUM FINISH FLOOR ELEVATION SHALL BE AT LEAST 18" ABOVE TOP OF CURB ON EXPRESSWAY '83 OR 12" ABOVE TOP OF BANK FOR ONSITE DETENTION POND.

7. ANY NEW CONSTRUCTION AND RELATED ACTIVITIES REQUIRE THE APPROVAL BY THE CITY OF MERCEDES IN ACCORDANCE WITH THE CITY'S CODE OF ORDINANCE.

8. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, SHEDS SHRUBS, TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

9. DRAINAGE: IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO 1 AND HIDALGO COUNTY REQUIREMENTS THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 429.703 CUBIC FEET (9.85 ACRE FEET) OF STORM WATER RUNOFF DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS THE DEVELOPER SHALL BE RESPONSIBLE TO DETAIN AND ACCOMMODATE MORE THAN THE DETAINED VOLUME SHOWN ABOVE IF IT DETERMINS AT THE DEVELOPMENT PERMIT STAGE THAT THE DETENTION REQUIREMENTS ARE GREATER THAT STATED ABOVE DUE TO THE IMPERVIOUS AREA BEING GREATER THAT PERMIT STAGE REQUIRED DETENTION FOR PHASE 1 (PER THIS PLAT) AND PHASE 2 (FUTURE DEVELOPMENT).

10. ALL CORNER, ANGLE POINTS AND POINTS OF CURVATURE OR TANGENCY DELINEATING THE BOUNDARY OF THE LAND SHOWN HEREIN AND ALL LOT CORNERS AS BEING PLATTED HAVE BEEN MARKED WITH A 1/2-INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "HALFF", UNLESS OTHERWISE STATED, OR LEFT AS FOUND THOSE MONUMENTS THAT REPRESENT OR REFERENCE THE BOUNDARY.

APPROVED BY THE CITY OF MERCEDES

SIGNATURE: _____

PRINTED NAME: _____

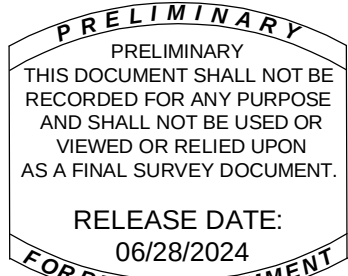
TITLE OF CITY OFFICIAL: _____

DATE: _____

STATE OF TEXAS
COUNTY OF HIDALGO

I, BERENICE CHAPA, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

BERENICE CHAPA
LICENSED PROFESSIONAL ENGINEER
P.E. REGISTRATION NO. 147965



STATE OF TEXAS
COUNTY OF HIDALGO

I, AMANDA M. JONAS, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

AMANDA M. JONAS
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS NO. 7010

STATE OF TEXAS
COUNTY OF HIDALGO

CERTIFICATION OF HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT NO. 9

THIS PLAT IS APPROVED BY HIDALGO AND CAMERON COUNTIES DISTRICT NO. 9 DATED THIS _____ DAY OF _____, 20____

1. NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT NO. 9 RIGHT-OF-WAYS AND/OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF H.C.C.I.D. NO. 9.

2. IT IS UNDERSTOOD THAT THE RATE OF FLOW OF STORM WATER FOR THE DEVELOPMENT WILL BE NO GREATER THAN THE RATE OF FLOW OF STORM WATER WHEN THE LAND WAS IN AGRICULTURAL USE.

3. H.C.C.I.D. NO. 9 WILL NOT BE RESPONSIBLE FOR THE STORM/DRAINAGE WATER SYSTEM TO ANY LOT WITHIN THIS SUBDIVISION AS WELL, H.C.C.I.D. NO. 9 WILL NOT BE RESPONSIBLE FOR THE DELIVERY OF WATER TO ANY LOT WITHIN THIS SUBDIVISION, IF DESIRED, THIS WILL NOT BE AT THE DISTRICT'S EXPENSE.

4. H.C.C.I.D. NO. 9, HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE STORM SEWER OR UTILITIES SYSTEMS DESCRIBED ARE APPROPRIATE FOR THE PARTICULAR SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA THE DEVELOPER AND HIS/HER ENGINEER ARE RESPONSIBLE FOR THE DETERMINATION.

5. H.C.C.I.D. NO. 9 EXCLUSIVE EASEMENT SHALL BE KEPT CLEAR OF BUILDINGS, SHEDS, FENCES, SHRUBS, TREES, AND OTHER PLANTING AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THESE EASEMENTS.

GENERAL MANAGER

HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT NO. 9

STATE OF TEXAS
COUNTY OF HIDALGO

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODES 49-211(c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THOSE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: _____
RAUL E. SESIN, P.E., CFM
GENERAL MANAGER

STATE OF TEXAS
COUNTY OF HIDALGO

I (WE), THE UNDERSIGNED OWNER(S) OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS THE SHOPS AT MERCEDES PHASE 1 SUBDIVISION, TO THE CITY OF MERCEDES, TEXAS AND WHOSE NAME IS SUBSCRIBED HERETO, DO HEREBY DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS PARKS, WATER COURSES, DRAINS, EASEMENTS, AND PUBLIC PLACES THEREON FOR THE PURPOSE OF CONSIDERATION THEREIN EXPRESSED.

OWNER _____ DATE _____

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED <OWNER>, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY ARE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED GIVEN UNDER MY HAND AND SEAL OF OFFICE.

DATED THIS THE _____ DAY OF _____, 20____

NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS
MY COMMISSION EXPIRES _____

STATE OF TEXAS
COUNTY OF HIDALGO

THIS PLAT OF "SHOPS AT MERCEDES PHASE 1", DEPICTED HEREON, HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MERCEDES, TEXAS, AND IS HEREBY APPROVED BY SUCH COMMISSION.

DATED THIS _____ DAY OF _____, 20____

CHAIRMAN _____ SECRETARY _____

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED MAYOR OF THE CITY OF MERCEDES, TEXAS, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

MAYOR, CITY OF MERCEDES _____ DATE _____

ATTEST CITY CLERK _____ DATE _____

PLAT OF
SHOPS AT MERCEDES
BEING A SUBDIVISION OF 27.647 ACRES
SITUATED IN THE CITY OF MERCEDES,
HIDALGO COUNTY, TEXAS OUT OF LOT
10 AND LOT 15, BLOCK 42, OF THE
CAPISALO DISTRICT SUBDIVISION
RECORDED IN VOLUME 9, PAGE 227 OF
THE MAP RECORDS OF HIDALGO
COUNTY, TEXAS



FILE FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM

INSTRUMENT NUMBER

OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

PRINCIPAL CONTACTS
OWNER: SHOPS AT MERCEDES
ENGINEER: HALFF
SURVEYOR: HALFF

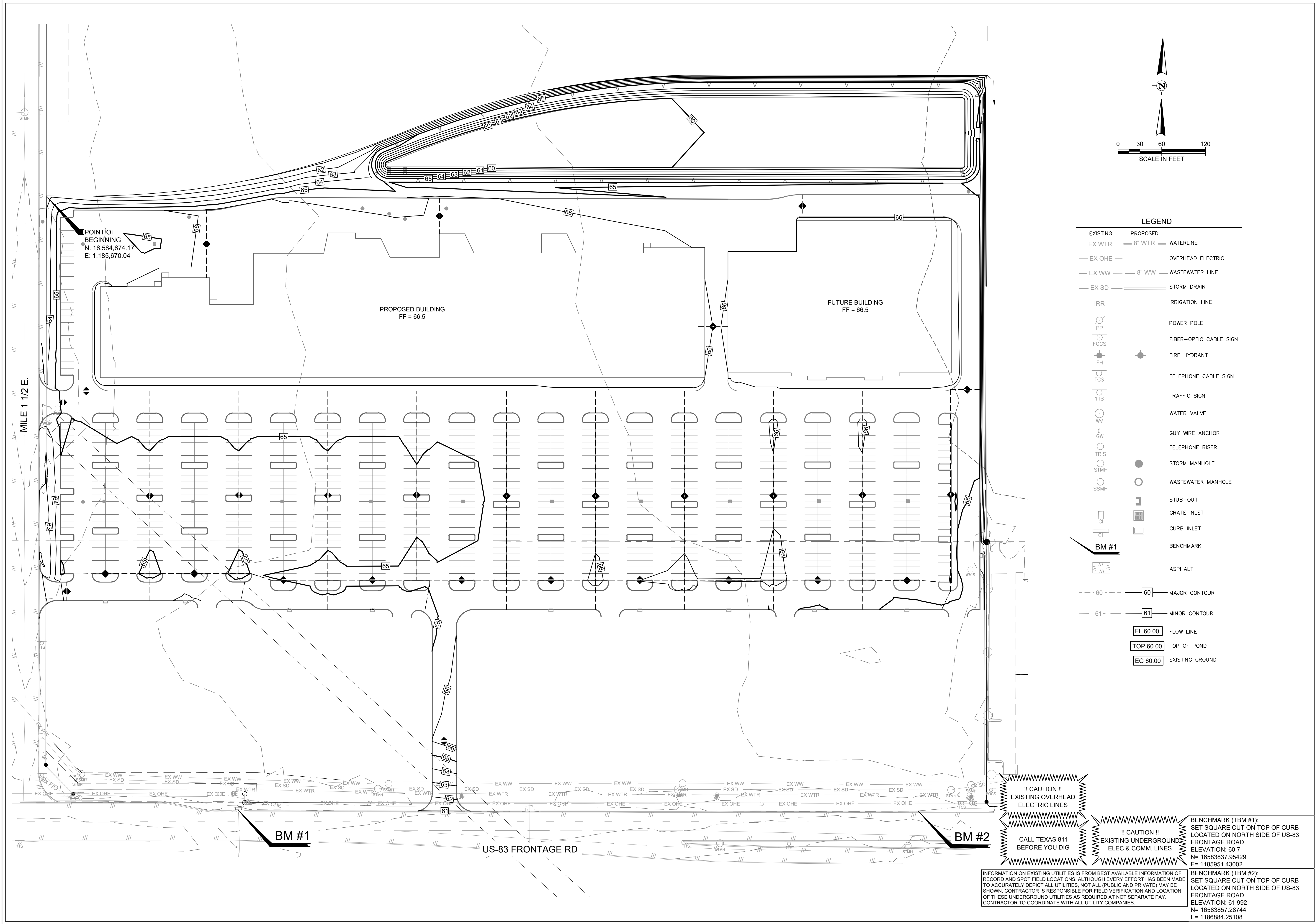
4040 BROADWAY, STE. 600
5000 W. MILITARY STE. 100
5000 W. MILITARY STE. 100

SAN ANTONIO, TX 78209
MCALLEN, TX 78503
MCALLEN, TX 78503

(210) 541-2005
(956) 664-0286
(956) 664-0286



5000 WEST MILITARY, SUITE 100
MCALLEN, TX 78503-7446
TEL (956) 664-0286
TBPELS SURVEYING FIRM #10194444



LEGEND	
EXISTING	PROPOSED
EX WTR	8" WTR
EX OHE	OVERHEAD ELECTRIC
EX WW	8" WW
EX SD	WASTEWATER LINE
IRR	STORM DRAIN
	IRRIGATION LINE
PP	POWER POLE
FOCS	FIBER-OPTIC CABLE SIGN
FH	FIRE HYDRANT
TCS	TELEPHONE CABLE SIGN
1TS	TRAFFIC SIGN
WV	WATER VALVE
GW	GUY WIRE ANCHOR
TRIS	TELEPHONE RISER
STMH	STORM MANHOLE
SSMH	WASTEWATER MANHOLE
CI	STUB-OUT
CI	GRATE INLET
CI	CURB INLET
BM #1	BENCHMARK
ASPH	ASPHALT
60	MAJOR CONTOUR
61	MINOR CONTOUR
FL 60.00	FLOW LINE
TOP 60.00	TOP OF POND
EG 60.00	EXISTING GROUND

!! CAUTION !!
EXISTING OVERHEAD
ELECTRIC LINES

CALL TEXAS 811
BEFORE YOU DIG

!! CAUTION !!
EXISTING UNDERGROUND
ELEC & COMM. LINES

BENCHMARK (TBM #1):
SET SQUARE CUT ON TOP OF CURB
LOCATED ON NORTH SIDE OF US-83
FRONTAGE ROAD
ELEVATION: 60.7
N= 16583837.95429
E= 1185951.43002

BENCHMARK (TBM #2):
SET SQUARE CUT ON TOP OF CURB
LOCATED ON NORTH SIDE OF US-83
FRONTAGE ROAD
ELEVATION: 61.992
N= 16583857.28744
E= 1186884.25108

INFORMATION ON EXISTING UTILITIES IS FROM BEST AVAILABLE INFORMATION OF
RECORD AND SPOT FIELD LOCATIONS. ALTHOUGH EVERY EFFORT HAS BEEN MADE
TO ACCURATELY DEPICT ALL UTILITIES, NOT ALL (PUBLIC AND PRIVATE) MAY BE
SHOWN. CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFICATION AND LOCATION
OF THESE UNDERGROUND UTILITIES AS REQUIRED AT NOT SEPARATE PAY.
CONTRACTOR TO COORDINATE WITH ALL UTILITY COMPANIES.

SHOPS AT MERCEDES
HIDALGO COUNTY
MERCEDES, TX

5000 WEST MILITARY HWY., SUITE 100
MCALLEN, TEXAS 78503-7448
TEL: (361) 664-4266

REVISION	NO.	DATE	DESCRIPTION

PRELIMINARY
FOR INTERIM REVIEW ONLY

THESE DOCUMENTS ARE FOR INTERIM REVIEW AND NOT INTENDED FOR REGULATORY APPROVAL, PERMIT, BIDDING OR CONSTRUCTION PURPOSES. THEY WERE PREPARED BY OR UNDER THE SUPERVISION OF:

BERENICE CHAPA 147965
NAME P.E. LICENSE NO.

9/17/2024
DATE

F-312 TX
FIRM / BUSINESS NO. STATE

PROJECT NO.: 53374.001

ISSUED: 09/17/2024

DRAWN BY: MC

CHECKED BY: BC

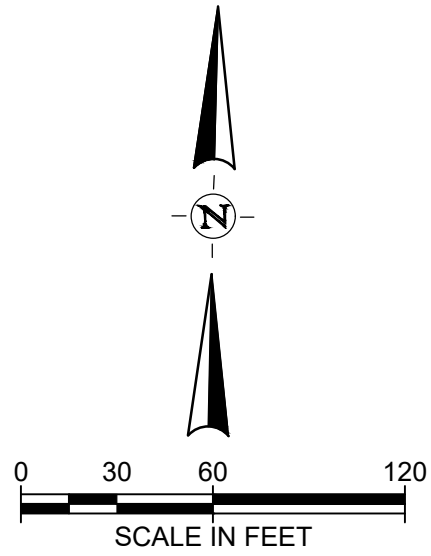
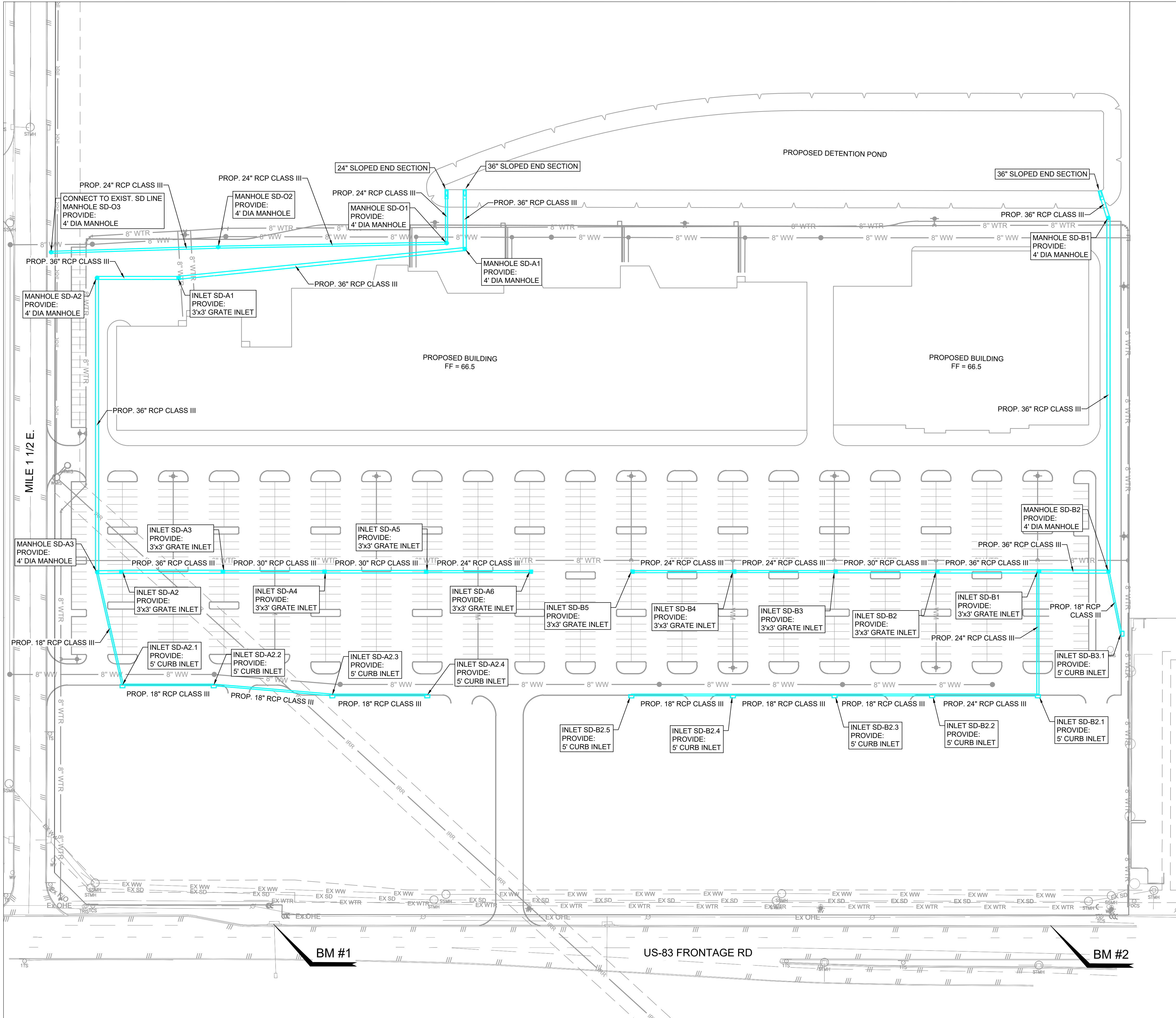
SCALE: 1" = 60'

SHEET TITLE:

OVERALL MASTER GRADING PLAN

C1.00

FILE NAME: A:\53000\53374\001\LD\CADD\WorkingFiles\C3.00 DRAINAGE PLAN.dwg DATE: September 17, 2024, TIME: 4:58 PM, USER: ah4342



LEGEND	
EXISTING	PROPOSED
EX WTR	8" WTR
EX OHE	OVERHEAD ELECTRIC
EX WW	8" WW
EX SD	STORM DRAIN
IRR	IRRIGATION LINE
PP	POWER POLE
FOCS	FIBER-OPTIC CABLE SIGN
FH	FIRE HYDRANT
TCS	TELEPHONE CABLE SIGN
1TS	TRAFFIC SIGN
WV	WATER VALVE
GW	GUY WIRE ANCHOR
TRIS	TELEPHONE RISER
STMH	STORM MANHOLE
SSMH	WASTEWATER MANHOLE
CI	STUB-OUT
CI	GRATE INLET
CI	CURB INLET
CI	SLOPED END TREATMENT
BM #1	BENCHMARK
BM #2	ASPHALT

BENCHMARK (TBM #1):
SET SQUARE CUT ON TOP OF CURB
LOCATED ON NORTH SIDE OF US-83
FRONTAGE ROAD
ELEVATION: 60.7
N= 16583837.95429
E= 1185951.43002

BENCHMARK (TBM #2):
SET SQUARE CUT ON TOP OF CURB
LOCATED ON NORTH SIDE OF US-83
FRONTAGE ROAD
ELEVATION: 61.992
N= 16583857.28744
E= 1186884.25108

SHOPS AT MERCEDES
HIDALGO COUNTY
MERCEDES, TX

half

5000 WEST MILITARY HWY, SUITE 100
MCALLEN, TEXAS 78503-7446
TEL (956) 864-6266

REVISION NO.	DATE	DESCRIPTION

PRELIMINARY

FOR INTERIM REVIEW ONLY

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BERENICE CHAPA 147965
NAME P.E. LICENSE NO.

9/17/2024
DATE

F-312 TX
FIRM / BUSINESS NO. STATE

PROJECT NO.: 53374.001

ISSUED: 09/17/2024

DRAWN BY: MC

CHECKED BY: BC

SCALE: 1" = 60'

SHEET TITLE:

DRAINAGE PLAN

C2.00

LEGAL DESCRIPTION
27.376 ACRES

Being a 27.376 acre (1,192,474 sq. ft.) tract of land situated in the Juan Jose Ynojosa De Balli Survey, Abstract No. 54, and being a portion of Lot 10 and Lot 15, Block 42, of the Capisallo District Subdivision, a subdivision to the City of Mercedes, Hidalgo County, Texas, as shown on the map recorded in Volume P, Page 227 of the Map Records of Hidalgo County, Texas (M.R.H.C.T.), and being a portion of a called 27.647 acre tract described to Shops at Mercedes, LTD. and recorded under Document No. 3576013 of the Official Records of Hidalgo County, Texas (O.R.H.C.T.); said 27.376 acre tract being more particularly described as follows.

COMMENCING, at a MAG nail found on the centerline of North Mile 1 ½ East Road (85 foot width right-of-way (R.O.W.)) (Volume 972, Page 494 of the Deed Records of Hidalgo County, Texas (D.R.H.C.T.)) (Volume 973, Page 456 D.R.H.C.T.) for the common corner of Lots 6, 7, 11 and 10 of Block 42 of said Capisallo Subdivision;

THENCE along the centerline of said North Mile 1 ½ East Road and the common line of said Lot 11 and Lot 10, South 01° 13' 25" East for a distance of 847.06 feet to a point;

THENCE crossing the existing R.O.W. of said North Mile 1 ½ East Road and said Lot 10, South 88° 46' 24" East, passing at a distance of 30.00 feet the northwest corner of said 27.647 acre tract, continuing for an overall distance of 45.00 feet to a ½ inch iron rod with yellow plastic cap stamped "HALFF" set on the existing east R.O.W. line of said North Mile 1 ½ Road for the **POINT OF BEGINNING**, and having grid coordinates displayed in U.S. survey feet of N=16,584,674.49, E=1,185,685.04 and being the northwest corner of the herein described tract;

THENCE, leaving the existing east R.O.W. line of said North Mile 1 ½ East Road and continuing across said Lot 10 and along the northern limits of said 27.647 acre tract, the following four courses:

- North 88° 46' 46" East (North 88° 46' 46" East - deed call), a distance of 44.60 feet, to a ½ inch iron rod with yellow plastic cap stamped "HALFF" found at the beginning of a curve to the left for a corner of the herein described tract;
- Along said curve to the left, having a radius of 1,094.00 feet (1,094.00 feet - deed call), an internal angle of 22° 30' 22" (22° 30' 22" - deed call) and a chord that bears North 77° 31' 35" East (North 77° 31' 35" East - deed call), a distance of 426.97 feet (426.97 feet - deed call), for an arc distance of 429.73 feet (429.73 - deed call) to a ½ inch iron rod with yellow plastic cap stamped "HALFF" found for a corner of the herein described tract and the beginning of a curve to the right;
- Along said curve to the right, having a radius of 1,094.00 feet (1,094.00 feet - deed call), an internal angle of 22° 29' 21" (22° 29' 21" - deed call) and a chord that bears North 77° 31' 05" East (North 77° 31' 05" East - deed call), a distance of 426.66 feet (426.66 feet - deed call), for an arc distance of 429.41 feet (429.41 feet - deed call) to a ½ inch iron rod with yellow plastic cap stamped "HALFF" found for a corner of the herein described tract;
- North 88° 45' 45" East (North 88° 45' 45" East - deed call), a distance of 393.13 feet (393.13 feet - deed call) to a ½ inch iron rod with yellow plastic cap stamped "HALFF" found on the east line of said Lot 10 and said 27.647 acre tract, the west line of Lot 9, Block 42 of said Capisallo Subdivision and the west line of a tract of land described as Tract XV to Linda Schwarz as recorded in Doc. No. 2008-1916097 of the O.R.H.C.T. for the northeast corner of said 27.647 acre tract and of the herein described tract;

5) THENCE along the common line of said Lot 10, said Lot 9, said 27.647 acre tract, and said Tract XV, South 01° 14' 23" East (South 01° 14' 23" East - deed call), at a distance of 641.52 feet pass a ½ inch iron rod with cap stamped "MELDEN & HUNT, INC" found for the common corner of Lots 9, 10, 15, and 16 of said Capisallo Subdivision and the northwest corner of Lot 1 of Want's Enterprises Subdivision III, recorded in Volume 51, Page 74 of the M.R.H.C.T., continuing for an overall distance of 998.04 feet (998.04 feet - deed call) to a point on the existing north R.O.W. line of IH-2 (US 83) (variable width ROW) (Volume 1050, Page 292 D.R.H.C.T.) (Doc. No. 2006-1650421 O.R.H.C.T.) for the southeast corner of said 27.647 acre tract and of the herein described tract from which a ½ inch iron rod with cap stamped "MELDEN & HUNT, INC" bears South 01° 06' 56" West, a distance of 1.43 feet, and from which a ½ inch iron rod found on said north ROW line bears North 88° 44' 17" East, a distance of 372.42 feet;

THENCE, along the existing north ROW line of said IH-2 (US 83), the following three courses:

- South 88° 44' 17" West (South 88° 44' 17" West - deed call), a distance of 1,017.22 feet (1,017.22 feet - deed call) to ½ inch iron rod with yellow plastic cap stamped "HALFF" found at the south corner of a jog in the existing north ROW line of said IH-2 (US 83) for a southern corner of said 27.647 acre tract and of the herein described tract;
- North 01° 15' 43" West (North 01° 15' 43" West - deed call) a distance of 12.00 feet (12 feet - deed call) to ½ inch iron rod with yellow plastic cap stamped "HALFF" found at the north corner of said jog in the existing north ROW line of said North Mile ½ East Road for a southern corner of said 27.647 acre tract and of the herein described tract;
- South 88° 44' 17" West, a distance of 235.00 feet (South 88° 44' 17" West, 235.00 feet - deed call) to a point for the south corner of a cutback at the intersection of the existing north R.O.W. line of said IH-2 (US 83) and the existing east R.O.W. line of said North Mile 1 ½ E Road for a southwestern corner of the herein described tract from which a ½ inch iron rod found disturbed bears South 29° 30' 26" West, a distance of 1.47 feet;
- 9) THENCE** North 46° 14' 46" West (North 46° 14' 46" West - deed call) along said cutback for a distance of 37.52 feet to a point at the north corner of said cutback on the existing east ROW line of said N. Mile 1 ½ East Road for a southwestern corner of the herein described tract;
- 10) THENCE** North 01° 13' 25" West along the existing east R.O.W. line of said North Mile 1 ½ E Road, a distance of 797.21 feet, to the **POINT OF BEGINNING** and containing 27.376 acres (1,192,474 sq. ft.) of land;

GENERAL SUBDIVISION PLAT NOTES

- THIS SUBDIVISION IS LOCATED IN ZONE "X" FEMA FIRM PANEL NO. 480334 0450 C MAP REVISED JUNE 6, 2000 ZONE "X" IS DEFINED AS "AREAS OF 500-YEAR FLOOD"; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE, AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD"
- BASIS OF BEARING: GRID NORTH: ALL BEARINGS AND DISTANCES ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983, TEXAS STATE PLANE SOUTH ZONE (4205), NAD 83 (2011 ADJ., EPOCH 2010.0). ALL DISTANCES AND COORDINATES ARE GRID VALUES. ALL MEASUREMENTS ARE IN U.S SURVEY FEET. LAST DATE OF FIELD WORK: OCTOBER 30, 2024
- SITE BENCHMARK: #1 SQUARE CUT SET ON CURB INLET ELEVATION 61.99 LOCATED 95 FEET WEST OF THE SOUTHEAST CORNER OF THIS SUBDIVISION. #2 SQUARE CUT SET ON CURB INLET ELEVATION 60.70 LOCATED 235 FEET EAST OF THE INTERSECTION OF MILE 1-1/2 East Road.
- THIS PROPERTY LIES INSIDE THE CITY LIMITS OF THE CITY OF MERCEDES.
- THE MINIMUM FINISH FLOOR ELEVATION SHALL BE AT LEAST 18" ABOVE TOP OF CURB ON EXPRESSWAY 83 OR 12" ABOVE TOP OF BANK FOR ONSITE DETENTION POND.
- ANY NEW CONSTRUCTION AND RELATED ACTIVITIES REQUIRE THE APPROVAL BY THE CITY OF MERCEDES IN ACCORDANCE WITH THE CITY'S CODE OF ORDINANCE.
- EXCEPT FOR ABOVE SURFACE PAVING MATERIAL WHICH SHALL BE EXPRESSLY PERMITTED, EASEMENTS SHALL BE KEPT CLEAR OF STRUCTURES, BUILDINGS, SHEDS, SHRUBS, TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER SIMILAR OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
- DRAINAGE: IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 376,754 CUBIC FEET (8.65 ACRE FEET) OF STORM WATER RUNOFF DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS THE DEVELOPER SHALL BE RESPONSIBLE TO DETAIN AND ACCOMMODATE MORE THAN THE DETAINED VOLUME SHOWN ABOVE IF IT DETERMINES AT THE DEVELOPMENT PERMIT STAGE THAT THE DETENTION REQUIREMENTS ARE GREATER THAT STATED ABOVE DUE TO THE IMPERVIOUS AREA BEING GREATER THAT PERMIT STAGE REQUIRED DETENTION FOR PHASE 1 (PER THIS PLAT) AND PHASE 2 (FUTURE DEVELOPMENT).
- ALL CORNER, ANGLE POINTS AND POINTS OF CURVATURE OR TANGENCY DELINEATING THE BOUNDARY OF THE LAND SHOWN HEREIN AND ALL LOT CORNERS AS BEING PLATTED HAVE BEEN MARKED WITH A 1/2-INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "HALFF", UNLESS OTHERWISE STATED, OR LEFT AS FOUND THOSE MONUMENTS THAT REPRESENT OR REFERENCE THE BOUNDARY.
- SITE PLAN MUST BE REVIEWED/APPROVED BY THE CITY PRIOR TO ISSUANCE OF BUILDING PERMITS.
- ADDITIONAL FIRE HYDRANTS MAY BE REQUIRED AT BUILDING PERMIT STAGE INCLUDING NECESSARY EASEMENTS.
- 5-FT. SIDEWALK REQUIRED ALONG PERIMETER OF SUBDIVISION DURING BUILDING PERMIT STAGE, INCLUDING HANDICAP RAMPS IN COMPLIANCE WITH ADA STANDARDS.
- TXDOT PERMIT REQUIRED FOR ACCESS ALONG TXDOT RIGHT-OF-WAYS.
- ACCESS TO EXPRESSWAY 83 FOR LOTS 3-7 IS VIA THE 35' ACCESS EASEMENT AS SHOWN ON PLAT. LOTS 3-7 WILL HAVE NO DIRECT ACCESS TO EXPRESSWAY 83.
- PROPERTY OWNERS ARE RESPONSIBLE FOR MAINTENANCE OF ACCESS EASEMENTS.
- ALL CONSTRUCTION SHALL COMPLY WITH APPLICABLE STORMWATER POLLUTION PREVENTION PLAN (SW3P) REQUIREMENTS.
- SETBACKS: PER CODE OF ORDINANCES ARTICLE 13.3 (ORDINANCE 26 ADOPTED 5/13/57; ORDINANCE 202-15 ADOPTED 11/3/20) AS SHOWN ON PLAT

STATE OF TEXAS
COUNTY OF HIDALGO

CERTIFICATION OF HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT NO. 9

THIS PLAT IS APPROVED BY HIDALGO AND CAMERON COUNTIES DISTRICT NO. 9 DATED THIS _____ DAY OF _____, 20__

1. NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT NO. 9 RIGHT-OF-WAYS AND/OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF H.C.C.I.D. NO. 9.

2. IT IS UNDERSTOOD THAT THE RATE OF FLOW OF STORM WATER FOR THE DEVELOPMENT WILL BE NO GREATER THAN THE RATE OF FLOW OF STORM WATER WHEN THE LAND WAS IN AGRICULTURAL USE.

3. H.C.C.I.D. NO. 9 WILL NOT BE RESPONSIBLE FOR THE STORM/DRAINAGE WATER SYSTEM TO ANY LOT WITHIN THIS SUBDIVISION AS WELL, H.C.C.I.D. NO. 9 WILL NOT BE RESPONSIBLE FOR THE DELIVERY OF WATER TO ANY LOT WITHIN THIS SUBDIVISION, IF DESIRED, THIS WILL NOT BE AT THE DISTRICT'S EXPENSE.

4. H.C.C.I.D. NO. 9, HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE STORM SEWER OR UTILITIES SYSTEMS DESCRIBED ARE APPROPRIATE FOR THE PARTICULAR SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA THE DEVELOPER AND HIS/HER ENGINEER ARE RESPONSIBLE FOR THE DETERMINATION.

5. H.C.C.I.D. NO. 9 EXCLUSIVE EASEMENT SHALL BE KEPT CLEAR OF BUILDINGS, SHEDS, FENCES, SHRUBS, TREES, AND OTHER PLANTING AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THESE EASEMENTS.

GENERAL MANAGER
HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT NO. 9

STATE OF TEXAS
COUNTY OF HIDALGO

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODES 49-211(c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THOSE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: RAUL E. SESIN, P.E., CFM
GENERAL MANAGER

APPROVED BY THE CITY OF MERCEDES

SIGNATURE: _____

PRINTED NAME: _____

TITLE OF CITY OFFICIAL: _____

DATE: _____

STATE OF TEXAS
COUNTY OF HIDALGO

I (WE), THE UNDERSIGNED OWNER(S) OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS THE SHOPS AT MERCEDES PHASE 1 SUBDIVISION, TO THE CITY OF MERCEDES, TEXAS AND WHOSE NAME IS SUBSCRIBED HERETO, DO HEREBY DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS, AND PUBLIC PLACES THEREON FOR THE PURPOSE OF CONSIDERATION THEREIN EXPRESSED.

OWNER _____ DATE _____

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED <OWNER>, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY ARE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED GIVEN UNDER MY HAND AND SEAL OF OFFICE.

DATED THIS THE _____ DAY OF _____, 20__

NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS
MY COMMISSION EXPIRES _____

STATE OF TEXAS
COUNTY OF HIDALGO

THIS PLAT OF "SHOPS AT MERCEDES PHASE 1, DEPICTED HEREON, HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MERCEDES, TEXAS, AND IS HEREBY APPROVED BY SUCH COMMISSION.

DATED THIS _____ DAY OF _____, 20__

CHAIRMAN _____ SECRETARY _____

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED MAYOR OF THE CITY OF MERCEDES, TEXAS, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

MAYOR, CITY OF MERCEDES _____ DATE _____

ATTEST CITY CLERK _____ DATE _____

PLAT OF
SHOPS AT MERCEDES
BEING A SUBDIVISION OF 27.376 ACRES
SITUATED IN THE CITY OF MERCEDES,
HIDALGO COUNTY, TEXAS OUT OF LOT
10 AND LOT 15, BLOCK 42, OF THE
CAPISALLO DISTRICT SUBDIVISION
RECORDED IN VOLUME P, PAGE 227 OF
THE MAP RECORDS OF HIDALGO
COUNTY, TEXAS



FILE FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM

INSTRUMENT NUMBER

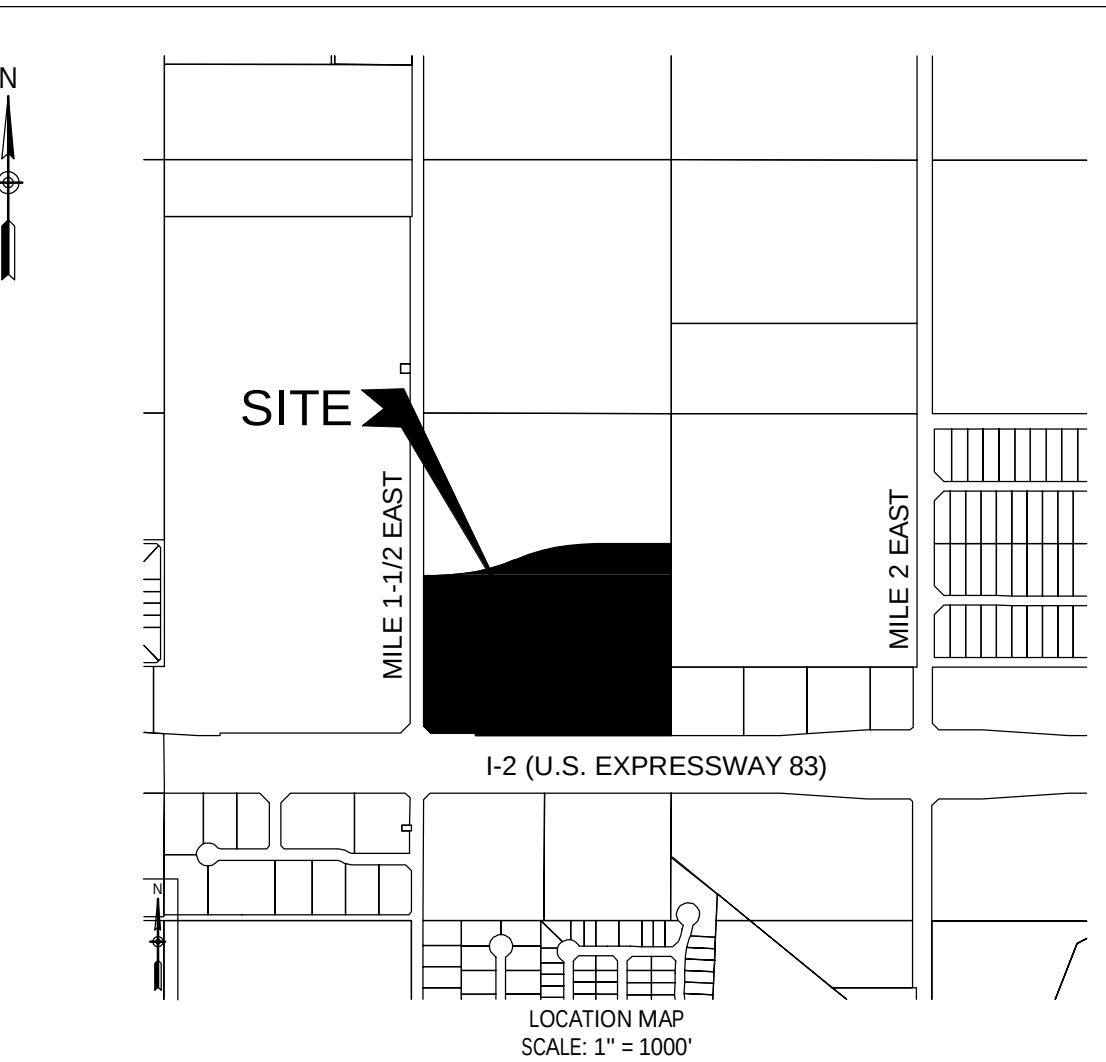
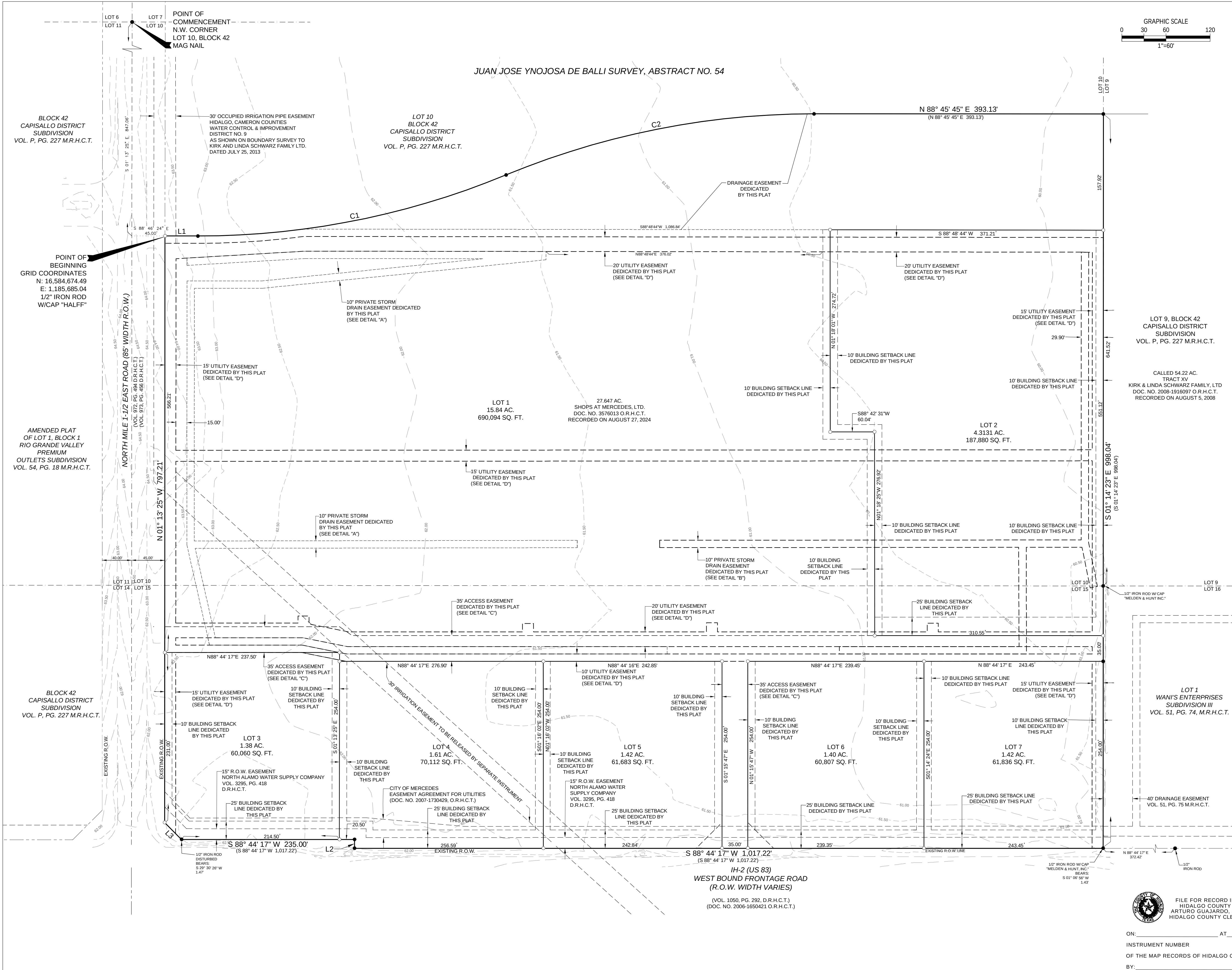
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY



5000 WEST MILITARY HWY. SUITE 100
MCALLEN, TX 78503-7446
TEL (956) 664-0286
TBPELS SURVEYING FIRM #10194444

PRINCIPAL CONTACTS			
OWNER: SHOPS AT MERCEDES	4040 BROADWAY, STE. 600	SAN ANTONIO, TX 78209	(210) 541-2005
ENGINEER: HALFF	5000 W. MILITARY STE. 100	MCALLEN, TX 78503	(956) 664-0286
SURVEYOR: HALFF	5000 W. MILITARY STE. 100	MCALLEN, TX 78503	(956) 664-0286



LEGEND

- - SET 1/2" IRON ROD WITH "HALFF" CAP
- - FOUND IRON ROD W/YELLOW PLASTIC CAP (UNLESS NOTED)
- M.R.H.C.T. - MAP RECORDS HIDALGO COUNTY TEXAS
- D.R.H.C.T. - DEED RECORDS HIDALGO COUNTY TEXAS
- O.R.H.C.T. - OFFICIAL RECORDS HIDALGO COUNTY TEXAS
- R.O.W. - RIGHT OF WAY
- (BEARING-DISTANCE) - RECORD BEARING AND DISTANCE
- - EXISTING LOT LINE
- - - - - EASEMENT LINE
- - EXISTING R.O.W. LINE

LOT 9, BLOCK 42
CAPISALLO DISTRICT
SUBDIVISION
VOL. P, PG. 227 M.R.H.C.T.

CALLLED 54.22 AC.
TRACT XV
KIRK & LINDA SCHWARZ FAMILY, LTD
DOC. NO. 2008-1916097 O.R.H.C.T.
RECORDED ON AUGUST 5, 2008

CURVE TABLE				
CURVE #	DELTA	RADIUS	ARC LENGTH	CHORD BEARING
C1	22°30'22"	1,094.00'	429.73	N 77°31'35" E
(C1)	(22°30'22")	(1,094.00')	(429.73)	(N 77°31'35" E)
C2	22°29'21"	1,094.00'	429.41	N 77°31'05" E
(C2)	(22°29'21")	(1,094.00')	(429.41)	(N 77°31'05" E)

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N 88° 46' 46" E	44.60'
(L1)	(N 88° 46' 46" E)	N/A
L2	N 01° 15' 43" W	12.00'
(L2)	(N 01° 15' 43" W)	(12.00')
L3	N 46° 14' 46" W	32.52'
(L3)	(N 46° 14' 46" W)	(53.72')

LOT 1
WANI'S ENTERPRISES
SUBDIVISION III
VOL. 51, PG. 74, M.R.H.C.T.

1/2" IRON ROD W/CAP
"MELDEN & HUNT INC."

40' DRAINAGE EASEMENT
VOL. 51, PG. 75, M.R.H.C.T.

**PLAT OF
SHOPS AT MERCEDES**

BEING A SUBDIVISION OF 27.376 ACRES
SITUATED IN THE CITY OF MERCEDES,
HIDALGO COUNTY, TEXAS OUT OF LOT
10 AND LOT 15, BLOCK 42, OF THE
CAPISALLO DISTRICT SUBDIVISION
RECORDED IN VOLUME P, PAGE 227 OF
THE MAP RECORDS OF HIDALGO
COUNTY, TEXAS

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
BY: _____ DEPUTY

FILE FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

halff

5000 WEST MILITARY HWY. SUITE 100
MCALLEN, TX 78503-7446
TEL (956) 664-0286
TRPELS SURVEYING FIRM #10184444

PRINCIPAL CONTACTS
OWNER: SHOPS AT MERCEDES, LTD.
ENGINEER: HALFF
SURVEYOR: HALFF

4040 BROADWAY, STE. 600
5000 W. MILITARY STE. 100
5000 W. MILITARY STE. 100

SAN ANTONIO, TX 78209 PH: (210) 541-2005
MCALLEN, TX 78503 PH: (956) 664-0286
MCALLEN, TX 78503 PH: (956) 664-0286

REVISIONS
DATE
BY

REVISIONS
DATE
BY

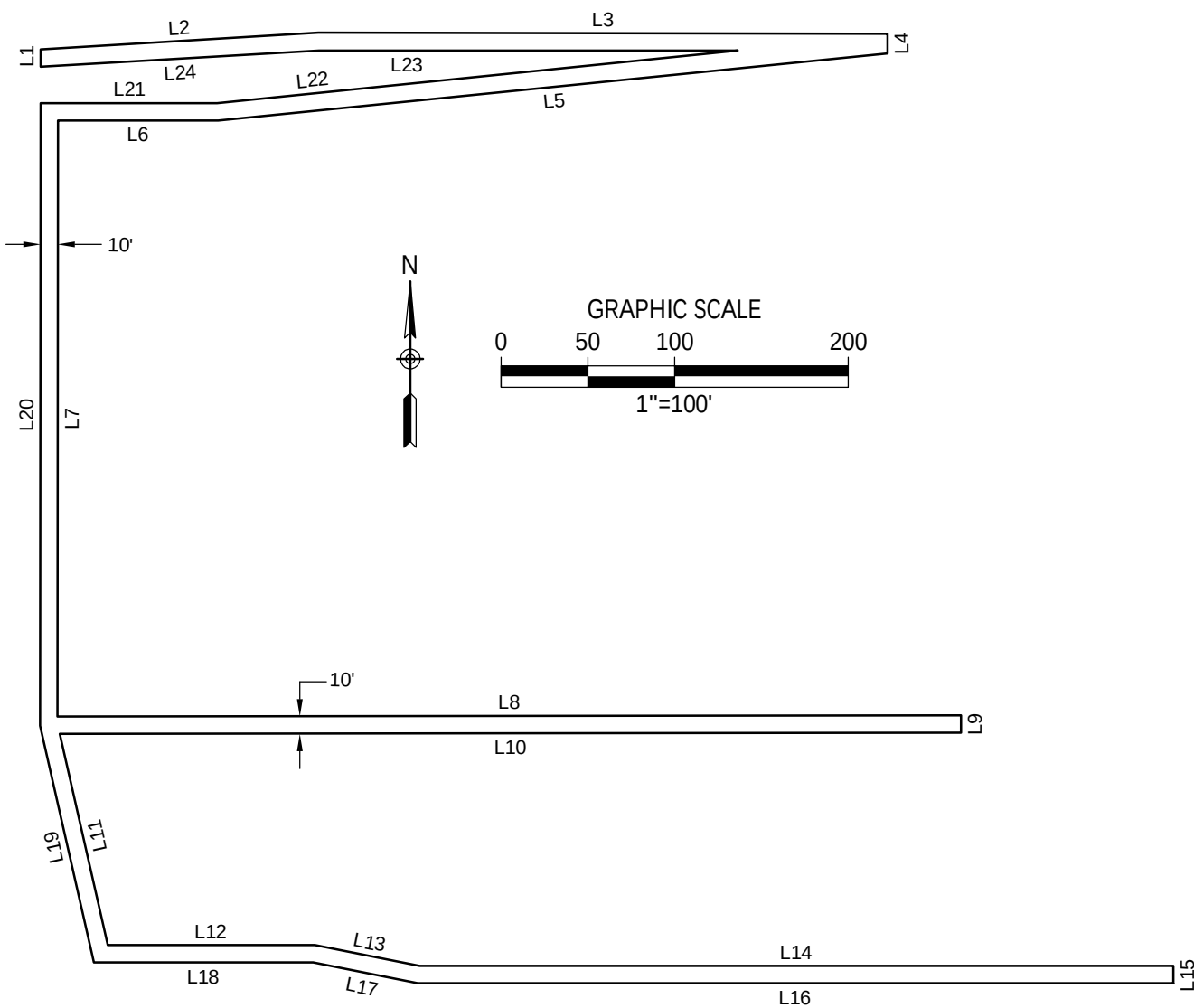
REVISIONS
DATE
BY

REVISIONS
DATE
BY

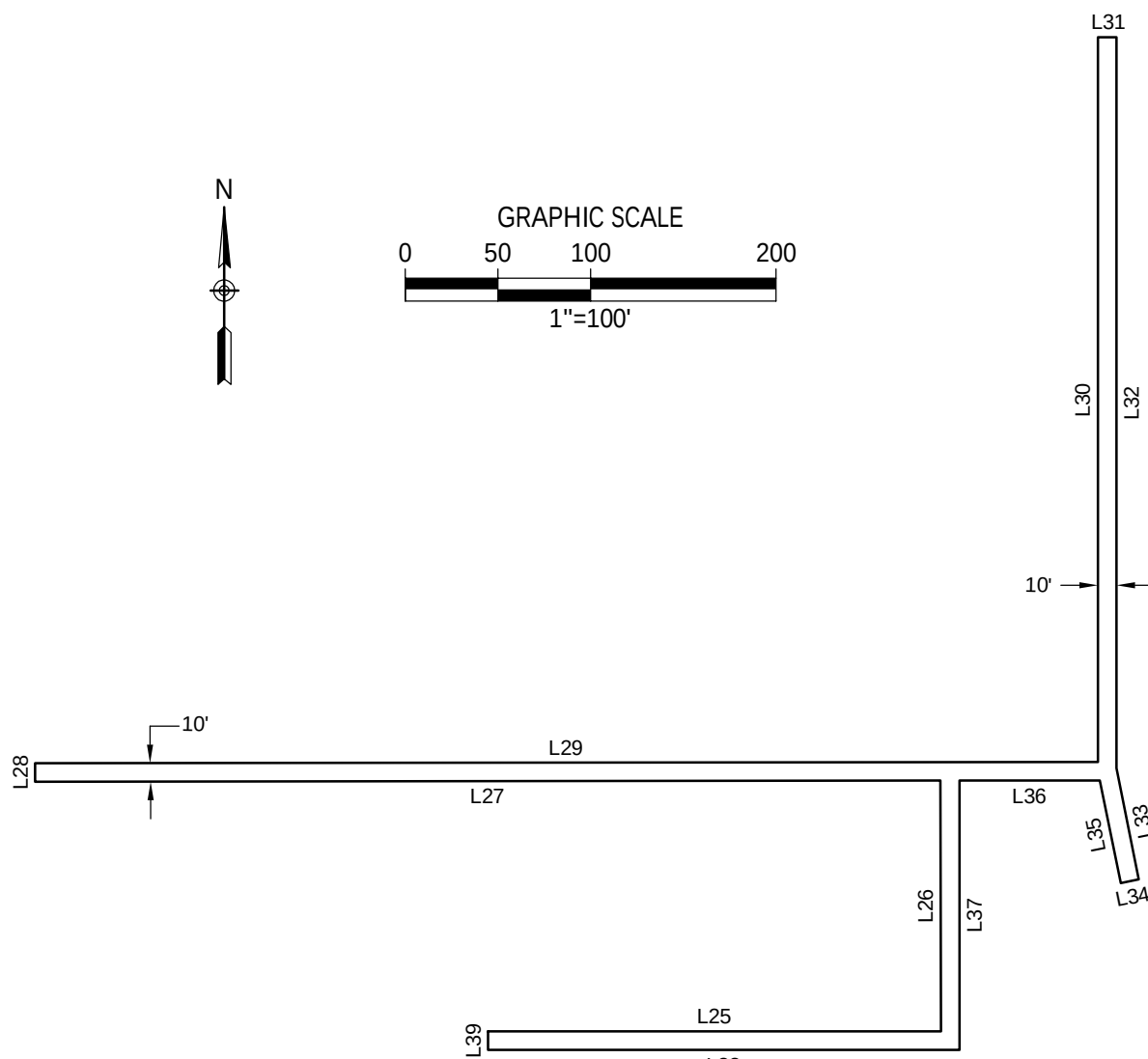
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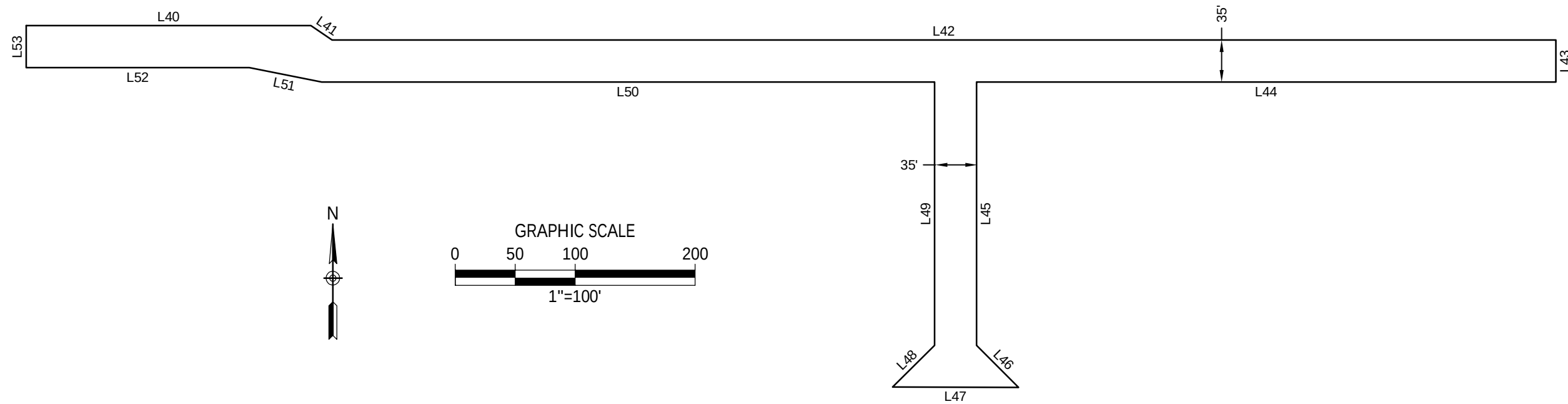
LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S 01° 13' 25" E	10.02
L2	S 85° 23' 21" W	160.38
L3	S 88° 48' 44" W	327.70
L4	N 01° 22' 21" W	11.27
L5	N 82° 59' 53" E	387.56
L6	N 88° 41' 12" E	92.24
L7	N 01° 13' 25" W	343.32
L8	S 88° 38' 47" W	520.40
L10	N 88° 38' 47" E	519.11
L11	N 14° 00' 42" W	124.74
L12	S 88° 44' 17" W	119.29
L13	N 80° 00' 00" W	61.45
L14	S 88° 44' 17" W	434.14
L15	N 01° 16' 40" W	10.00
L16	N 88° 44' 17" E	435.12
L17	S 80° 00' 00" E	61.45
L18	N 88° 44' 17" E	126.29
L19	S 14° 00' 42" E	139.77
L20	S 01° 13' 25" E	358.65
L21	S 88° 41' 12" W	101.73
L22	S 82° 59' 53" W	301.40
L23	N 88° 48' 44" E	241.20
L24	N 85° 23' 21" E	160.67



LINE TABLE		
LINE #	BEARING	DISTANCE
L25	N 88° 44' 17" E	244.18
L26	N 01° 30' 00" W	135.02
L27	S 88° 41' 14" W	487.72
L28	N 01° 18' 49" W	10.00
L29	N 88° 41' 14" E	572.71
L30	N 01° 14' 23" W	391.06
L31	N 88° 48' 44" E	10.00
L32	S 01° 14' 23" E	394.47
L33	S 12° 42' 33" E	61.08
L34	S 77° 17' 27" W	10.00
L35	N 12° 42' 33" W	56.40
L36	S 88° 41' 14" W	75.67
L37	S 01° 19' 14" E	145.03
L38	S 88° 44' 17" W	254.19
L39	N 01° 15' 43" W	10.00

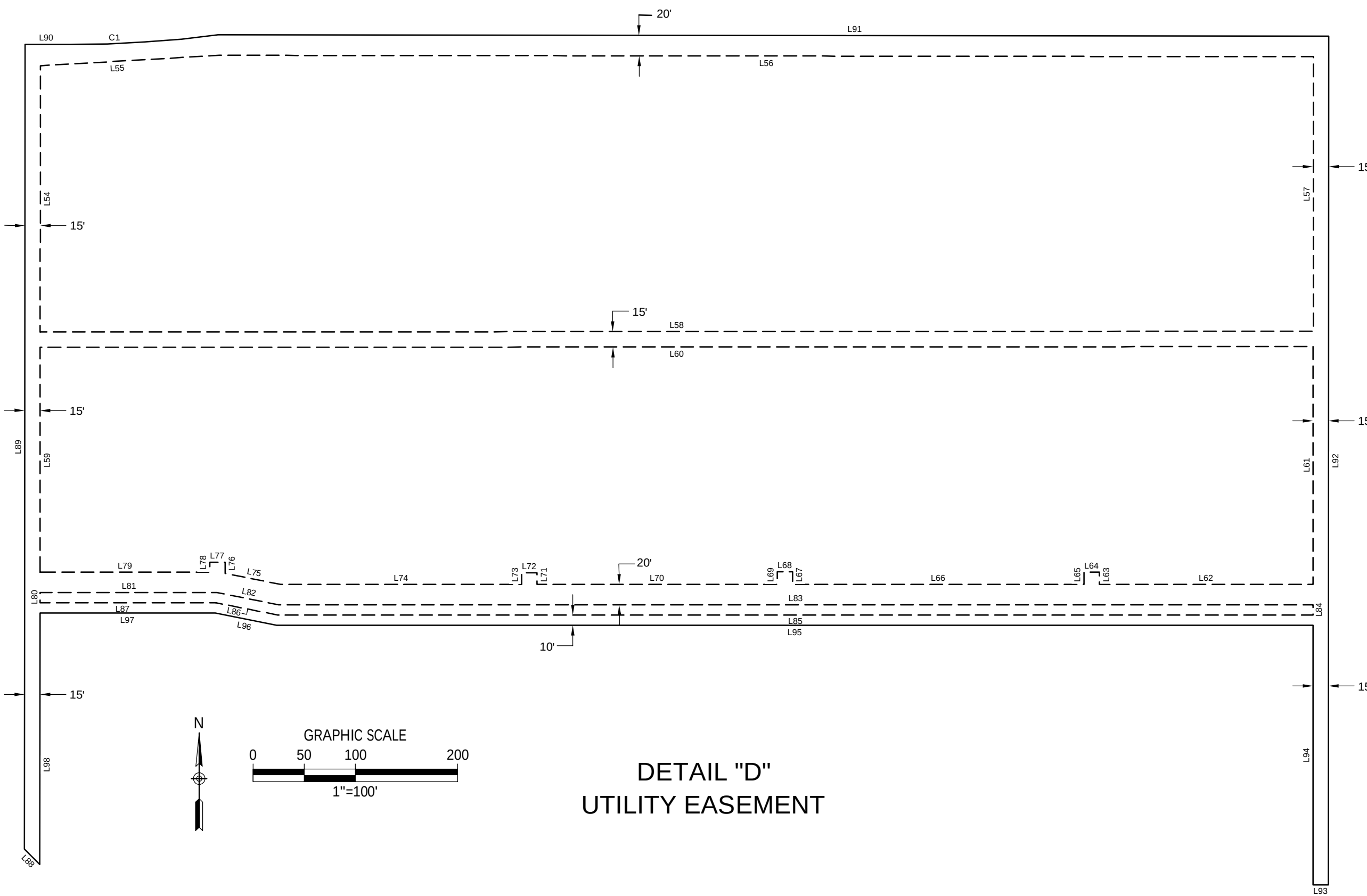
DETAIL "A"
10' PRIVATE STORM DRAIN EASEMENT

DETAIL "B"
10' PRIVATE STORM DRAIN EASEMENT



LINE TABLE		
LINE #	BEARING	DISTANCE
L40	N 88° 44' 17" E	237.48
L41	S 56° 47' 04" E	21.20
L42	N 88° 44' 17" E	1,020.16
L43	S 01° 17' 01" E	35.00
L44	S 88° 44' 17" W	482.90
L45	S 01° 13' 25" E	224.00
L46	S 46° 14' 34" E	42.41
L47	S 88° 44' 17" W	95.00
L48	N 43° 45' 26" E	42.44
L49	N 01° 13' 25" W	224.00
L50	S 88° 44' 17" W	510.73
L51	N 80° 00' 00" W	61.45
L52	S 88° 44' 17" W	186.25
L53	N 01° 13' 25" W	35.00

DETAIL "C"
35' ACCESS EASEMENT



CURVE TABLE					
CURVE #	DELTA	RADIUS	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C1	7°30'24"	1,103.82	144.62	N 85°01'35" E	144.52

LINE TABLE		
LINE #	BEARING	DISTANCE
L54	N 01° 13' 25" W	260.39
L55	N 88° 23' 21" E	175.41
L56	N 88° 48' 44" E	1,069.90
L57	S 01° 14' 23" E	268.55
L58	S 88° 42' 22" W	1,245.08
L59	N 01° 13' 25" W	219.89
L60	N 88° 42' 22" E	1,245.08
L61	S 01° 14' 23" E	232.59
L62	S 88° 44' 17" W	209.05
L63	N 01° 17' 12" W	11.99
L64	S 88° 42' 48" W	15.00
L65	S 01° 17' 12" E	11.99
L66	S 88° 44' 17" W	285.11
L67	N 01° 17' 12" W	12.47
L68	S 88° 44' 17" W	15.00
L69	S 01° 17' 12" E	12.47
L70	S 88° 44' 17" W	234.89
L71	N 01° 12' 26" W	11.50
L72	S 88° 44' 17" W	15.00
L73	S 01° 12' 26" E	11.50
L74	S 88° 44' 17" W	235.66
L75	N 80° 00' 00" W	55.50
L76	N 01° 13' 30" W	10.91

LINE TABLE		
LINE #	BEARING	DISTANCE
L77	S 88° 46' 30" W	15.00
L78	S 01° 13' 30" E	9.76
L79	S 88° 44' 17" W	166.00
L80	N 01° 13' 25" W	10.00
L81	N 88° 44' 17" E	173.21
L82	S 80° 00' 00" E	61.45
L83	N 88° 44' 17" E	1,011.67
L84	S 01° 14' 23" E	10.00
L85	S 88° 44' 17" W	1,012.65
L86	N 80° 00' 00" W	61.45
L87	S 88° 44' 17" W	172.23
L88	N 46° 14' 46" W	21.20
L89	N 01° 13' 25" W	787.21
L90	N 88° 46' 46" E	44.59
L91	N 88° 48' 44" E	1,086.19
L92	S 01° 14' 23" E	830.13
L93	S 88° 45' 37" W	15.00
L94	N 01° 14' 23" W	254.00
L95	S 88° 44' 17" W	1,013.63
L96	N 80° 00' 00" W	61.45
L97	S 88° 44' 17" W	171.25
L98	S 01° 13' 25" E	246.00



FILE FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
BY: _____ DEPUTY



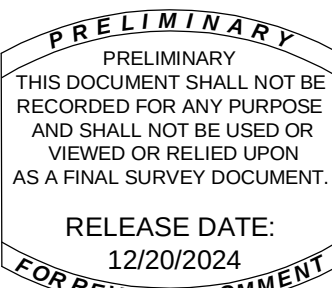
5000 WEST MILITARY HWY. SUITE 100
MCALLEN, TX 78503-7446
TEL (956) 664-0286
TBPCLS SURVEYING FIRM #10184444

PRINCIPAL CONTACTS
OWNER: SHOPS AT MERCEDES
ENGINEER: HALFF
SURVEYOR: HALFF

4040 BROADWAY, STE. 600
5000 W. MILITARY STE. 100
5000 W. MILITARY STE. 100

SAN ANTONIO, TX 78209
MCALLEN, TX 78503
MCALLEN, TX 78503

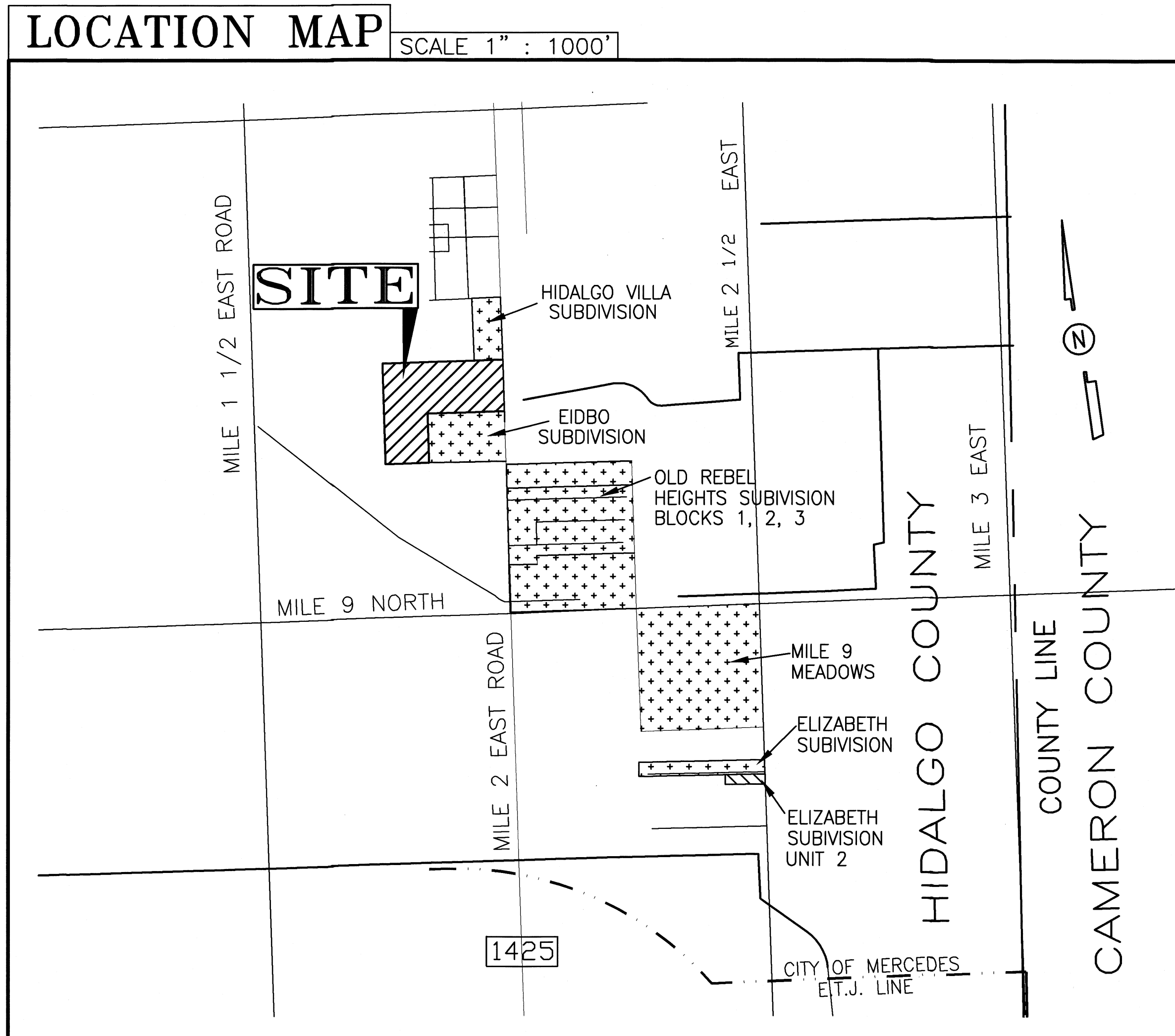
(210) 541-2005
(956) 664-0286
(956) 664-0286



PLAT OF
SHOPS AT MERCEDES
BEING A SUBDIVISION OF 27.376 ACRES
SITUATED IN THE CITY OF MERCEDES,
HIDALGO COUNTY, TEXAS OUT OF LOT
10 AND LOT 15, BLOCK 42, OF THE
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RECORDED IN VOLUME P, PAGE 227 OF
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COUNTY, TEXAS

MILE 2 EAST MEADOWS

WATER DISTRIBUTION SYSTEM, SANITARY SEWER COLLECTION SYSTEM, PAVING & DRAINAGE SYSTEMS CONSTRUCTION SET



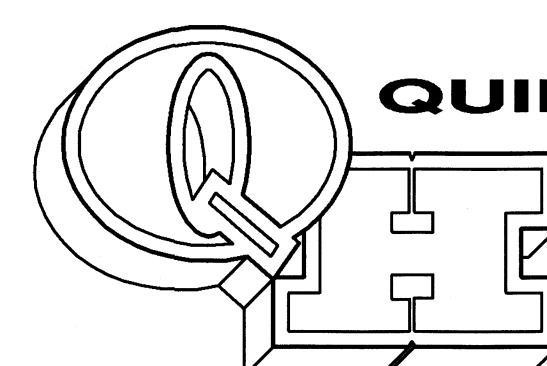
INDEX

- 1.- COVER SHEET
- 2.- EXISTING TOPOGRAPHY
- 3.- PLAT
- 4.- WATER DISTRIBUTION SYSTEM
- 5.- SANITARY SEWER COLLECTION SYSTEM
- 6.- SANITARY SEWER COLLECTION DETAILS
- 7.- PAVING AND DRAINAGE LAYOUT
- 8.- DRAINAGE AREAS
9. PAVING AND DRAINAGE DETAILS
- 10-15.- PLAN AND PROFILE
- 16.- EROSION CONTROL PLAN
- 17- EROSION CONTROL PLAN DETAILS
- 18.- STREET LIGHT LAYOUT
- 19.- N.A.W.S.C. DETAILS



Alfonso Quintanilla P.E.
ALFONSO QUINTANILLA
P.E. No. 95534

12-12-23
DATE

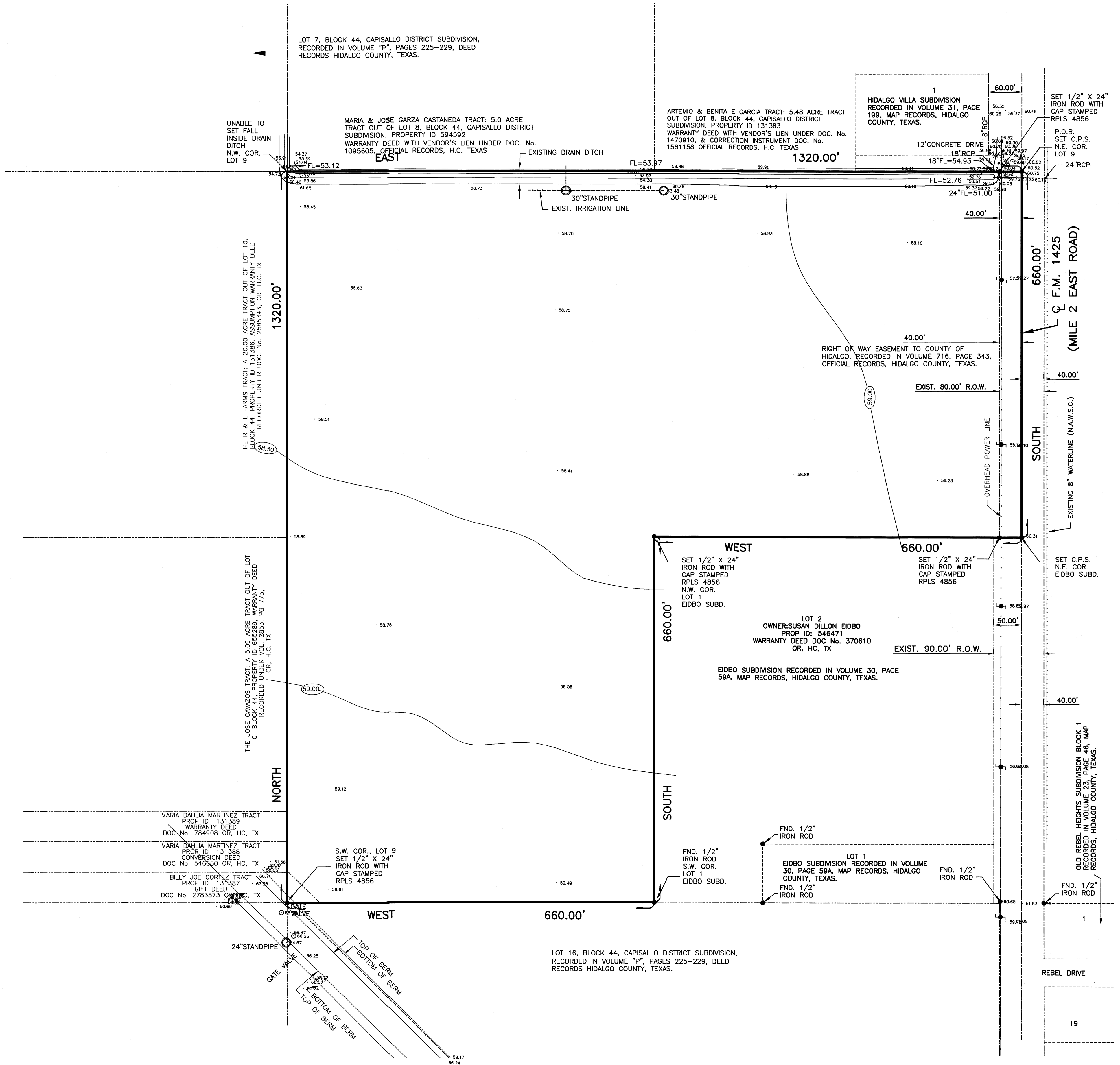
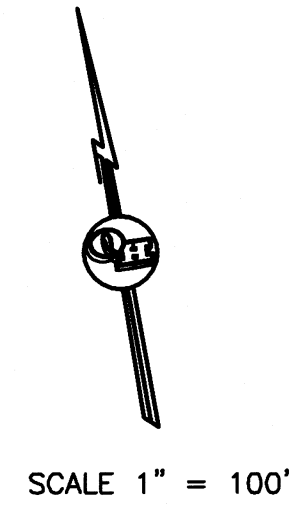


QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
REGISTRATION NUMBER F-1513

LAND SURVEYORS
PHONE 956-381-6480
FAX 956-381-0527
ALFONSOQ@QHA-ENG.COM

PRELIMINARY SUBDIVISION PLAT OF:
MILE 2 EAST MEADOWS

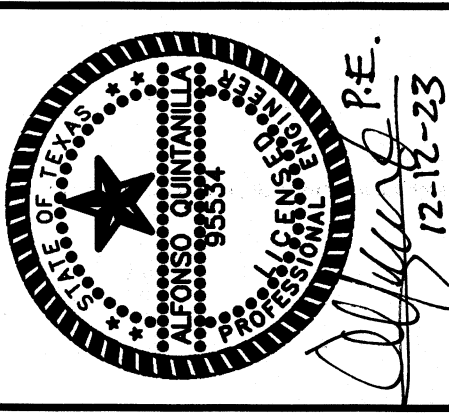


PRINCIPAL CONTACTS:			
Name	Address	City & Zip	Phone
OWNER: RCI DEVELOPMENT-WISCONSIN, LTD.	P.O. BOX 2107	McAllen, Texas 78505	(956)607-3502
BY: TIM GEARHART, MEMBER			
ENGINEER: ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381-6480
SURVEYOR: ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381-6480

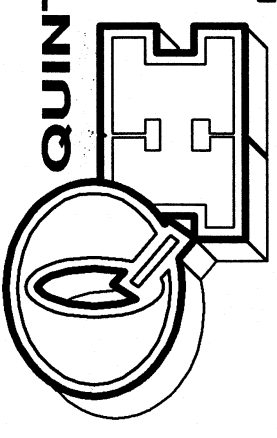
DATE PREPARED			
DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
XX	XX		
DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

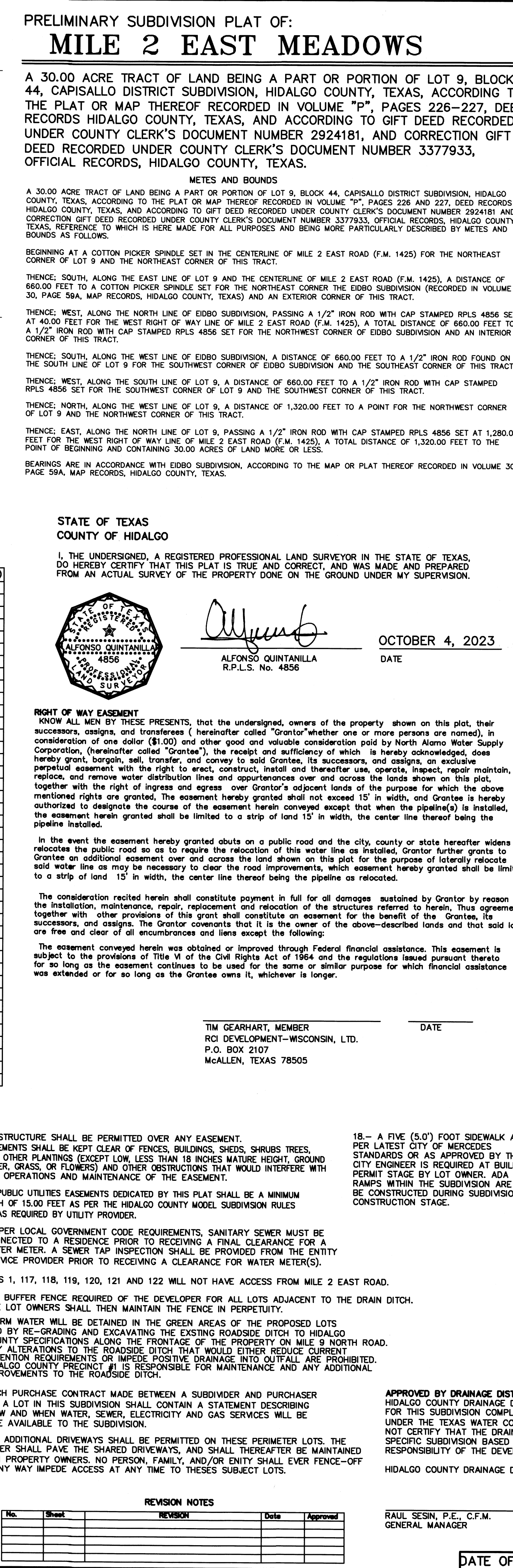
JOB NO.	DATE	REVISION	SCALE	DRAWN BY	SHEET
			1"=100'	XX	

**MILE 2 EAST MEADOWS
EXISTING TOPOGRAPHY**



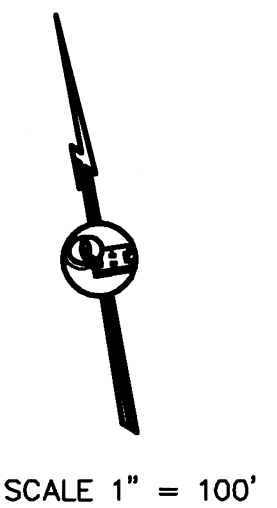
QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
LAND SURVEYORS
CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
PHONE 956-381-6480
FAX 956-381-0527
ALFONSO@QHA-ENG.COM
ENGINEERING REGISTRATION NUMBER E-1513
SURVEYING REGISTRATION NUMBER 100411-00





Page 68 of 360

PRELIMINARY SUBDIVISION PLAT OF:
MILE 2 EAST MEADOWS



LOT 7, BLOCK 44, CAPISALLO DISTRICT SUBDIVISION, RECORDED IN VOLUME "P", PAGES 225-229, DEED RECORDS HIDALGO COUNTY, TEXAS.

MARIA & JOSE GARZA CASTANEDA TRACT: 5.0 ACRE TRACT OUT OF LOT 8, BLOCK 44, CAPISALLO DISTRICT SUBDIVISION, PROPERTY ID 594592, WARRANTY DEED WITH VENDOR'S LIEN UNDER DOC. No. 1095605, OFFICIAL RECORDS, H.C. TEXAS

93.00' DRAIN DITCH R.O.W. TO HIDALGO COUNTY DRAINAGE DISTRICT No.1 DEDICATED BY THIS PLAT

ARTEMIO & BENITA E GARCIA TRACT: 3.48 ACRE TRACT OUT OF LOT 8, BLOCK 44, CAPISALLO DISTRICT SUBDIVISION, PROPERTY ID 131383, WARRANTY DEED WITH VENDOR'S LIEN UNDER DOC. No. 1470910, & CORRECTION INSTRUMENT DOC. No. 1581158 OFFICIAL RECORDS, H.C. TEXAS

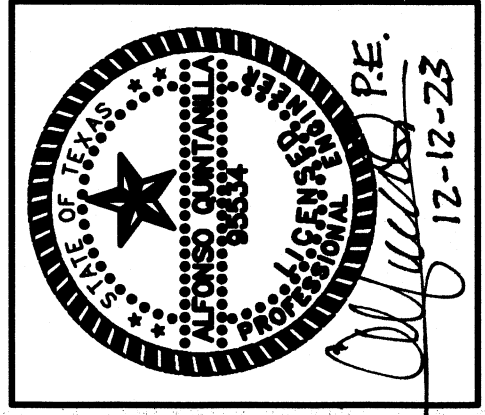
HIDALGO VILLA SUBDIVISION RECORDED IN VOLUME 31, PAGE 199, MAP RECORDS, HIDALGO COUNTY, TEXAS.

NOTE:

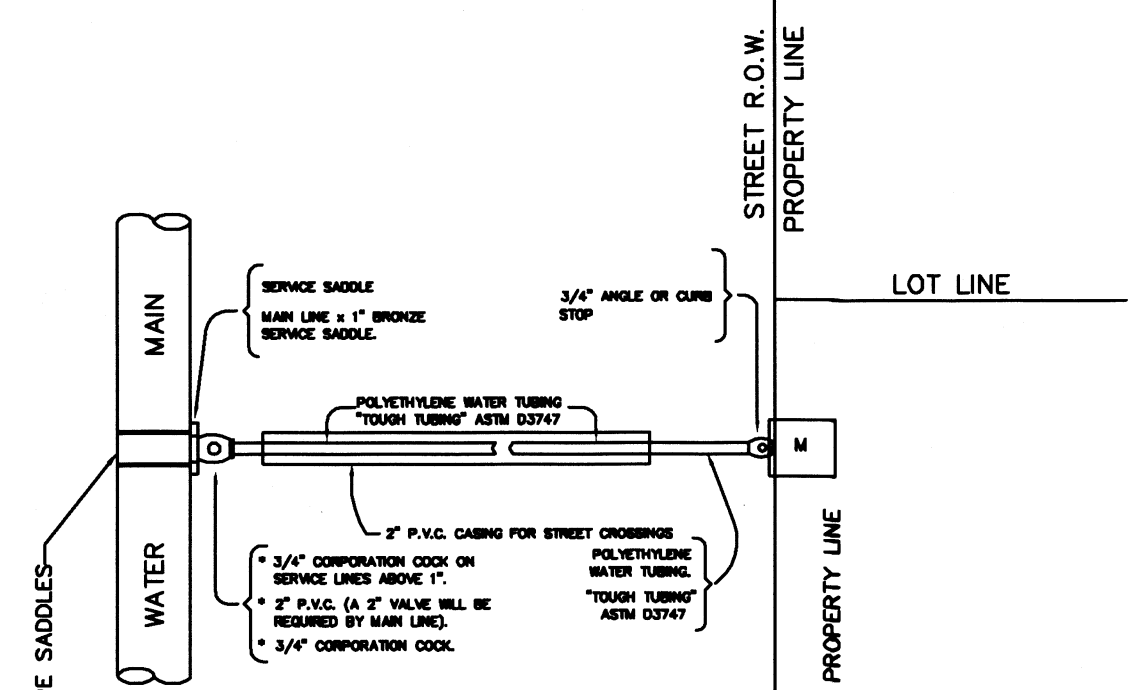
- 1.- WATERLINE CASING @ SANITARY SEWER CROSSING SHALL BE EXTENDED 10.0' BEYOND SEWER LINE
- 2.- ALL WATERLINE SERVICES CONNECTIONS CASINGS SHALL HAVE A 1.00' GAP FROM LOT LINE AT SANITARY SEWER CROSSING
- 3.- SANITARY SERVICE CASING @ WATERLINE CROSSING SHALL BE PLUG AT BOTH ENDS WITH 1/2 GROUT -1/2 SAND MIXTURE.

JOB NO.	8-31-2023
DATE	
REVISION	
SCALE	1"=100'
DRAWN BY	LG
SHEET	

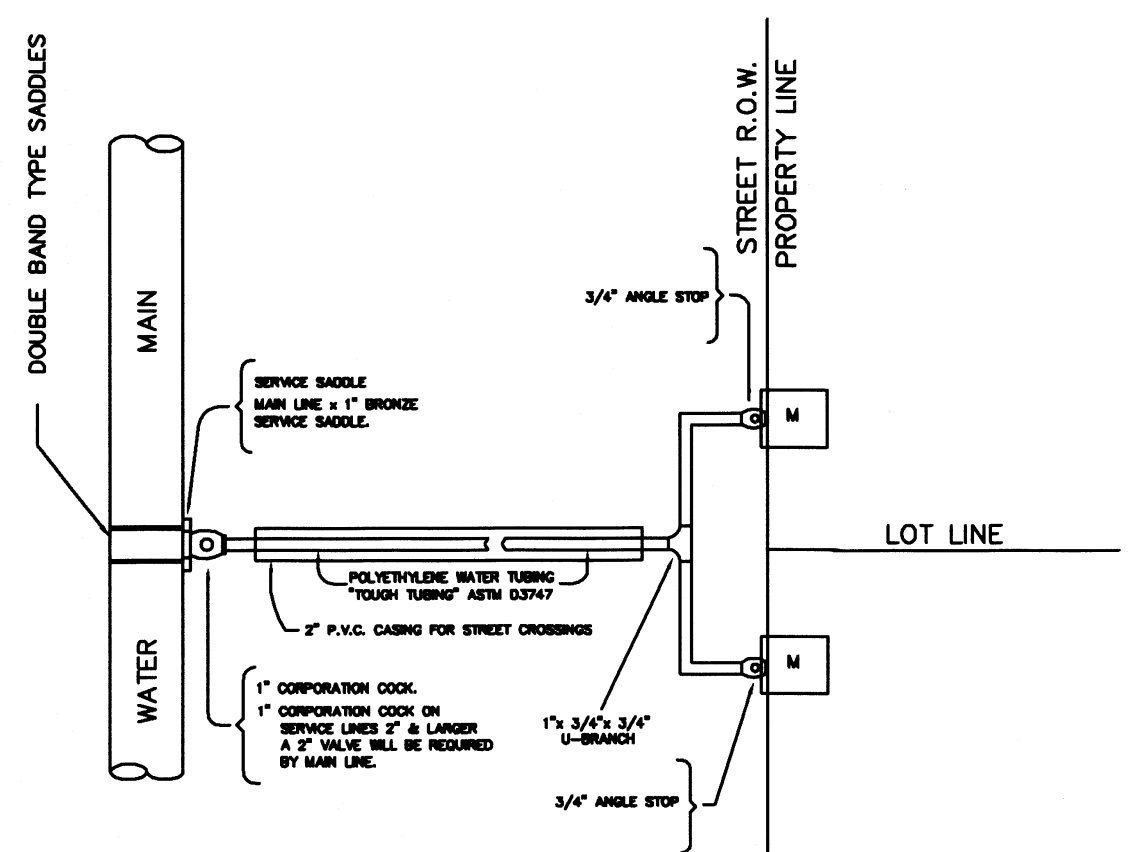
**MILE 2 EAST MEADOWS
WATER DISTRIBUTION SYSTEM**



QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
PHONE 956-381-6480
FAX 956-381-0527
ALFONSO@QHA-ENG.COM
ENGINEERING REGISTRATION NUMBER F-1513
SURVEYING REGISTRATION NUMBER 100411-00



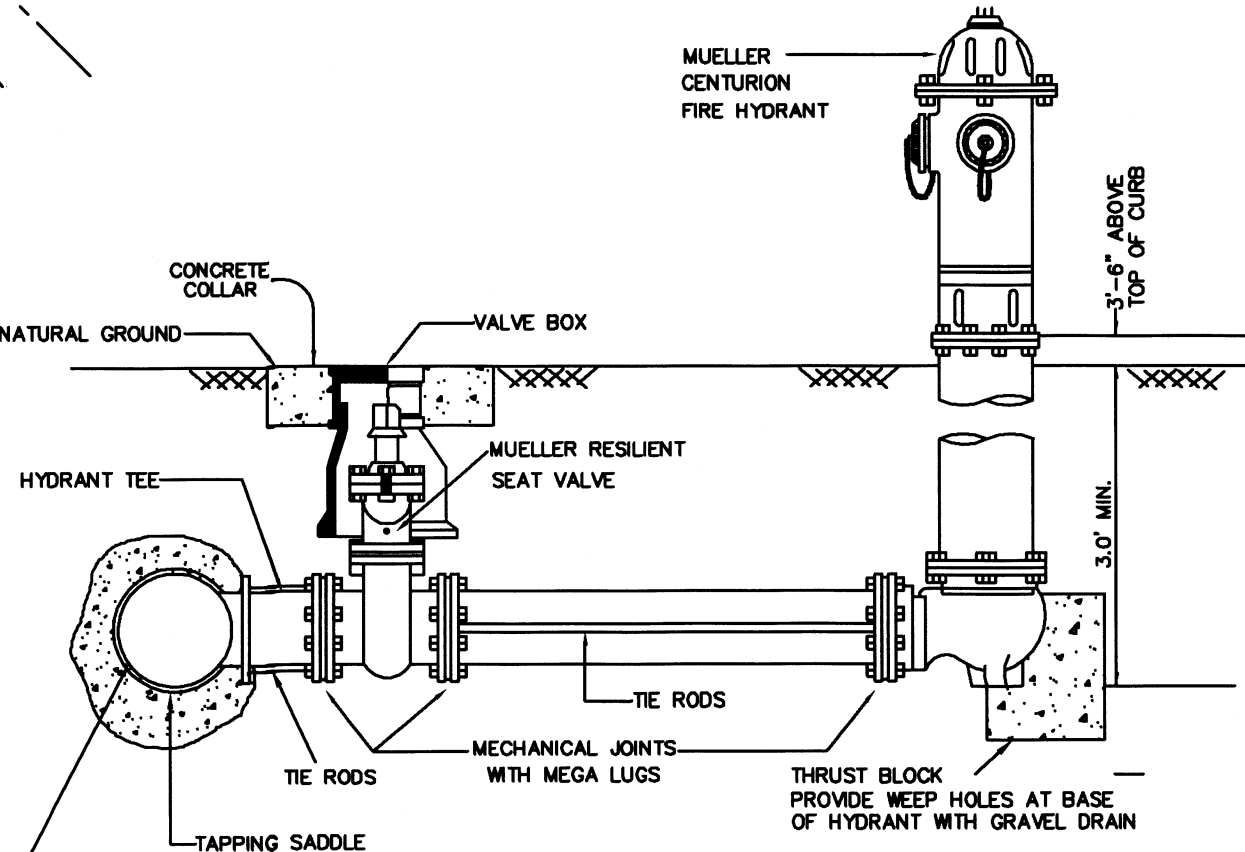
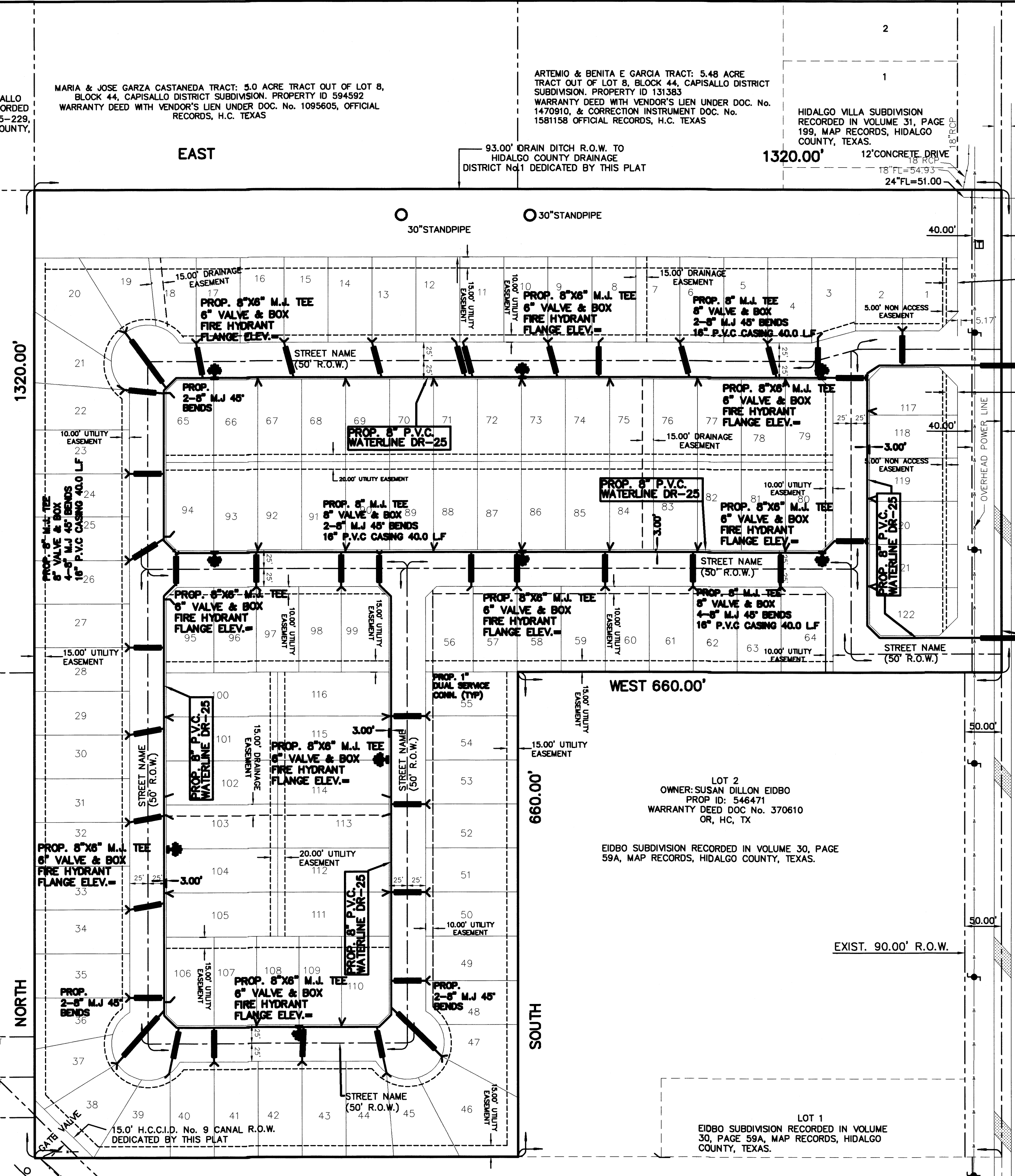
SINGLE WATER SERVICE CONNECTION



DUAL WATER SERVICE CONNECTION

THE JOSE CAVAZOS TRACT: A 5.09 ACRE TRACT OUT OF LOT 10, BLOCK 44, CAPISALLO DISTRICT SUBDIVISION, PROPERTY ID 595289, WARRANTY DEED RECORDED UNDER DOC. No. 285343, OR, H.C. TX

MARIA DANILIA MARTINEZ TRACT: PROP ID 131389, WARRANTY DEED, DOC No. 784908 OR, HC, TX
MARIA DANILIA MARTINEZ TRACT: PROP ID 131388, CONVERSION DEED, DOC No. 546680 OR, HC, TX
BILLY JOE CORTEZ TRACT: PROP ID 131387, GFT DEED, DOC No. 2783573 OR, HC, TX



NAWSC FIRE HYDRANT

PLAT NOTES:

- 1.- THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.
- 2.- AS PER LOCAL GOVERNMENT CODE REQUIREMENTS, SANITARY SEWER MUST BE CONNECTED TO A RESIDENCE PRIOR TO RECEIVING A FINAL CLEARANCE FOR A WATER METER. A SEWER TAP INSPECTION SHALL BE PROVIDED FROM THE ENTITY SERVICE PROVIDER PRIOR TO RECEIVING A CLEARANCE FOR WATER METER(S).
- 3.- EACH PURCHASE CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

PRINCIPAL CONTACTS:

Name	Address	City & Zip	Phone	Fax
OWNER: RCI DEVELOPMENT-WISCONSIN, LTD. BY: TIM GEARHART, MEMBER	P.O. BOX 2107	McALLEN, TEXAS 78505	(956)807-3502	
ENGINEER: ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381-6480	381-0527
SURVEYOR: ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381-6480	381-0527

2: \data\SUBDIVISIONS\Mercedes\MILE 2 EAST MEADOWS			
DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
8-31-2023			
DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

LEGEND

- = FIRE HYDRANT
- = GUY WIRE
- ⚡ = POWER POLE
- Ⓜ = MAILBOX
- Ⓜ = WATER METER
- Ⓜ = WATER VALVE
- = SIGN
- ⚡ = SERVICE POLE
- Ⓜ = TEL BOX
- = ELECT BOX
- Ⓜ = GAS METER
- Ⓜ = GAS MARKER
- Ⓜ = GAS VALVE
- Ⓜ = TRANSMISSION POLE
- Ⓜ = TRAFFIC CONTROL BOX
- Ⓜ = GAS SERVICE

PRELIMINARY SUBDIVISION PLAT OF:
MILE 2 EAST MEADOWS

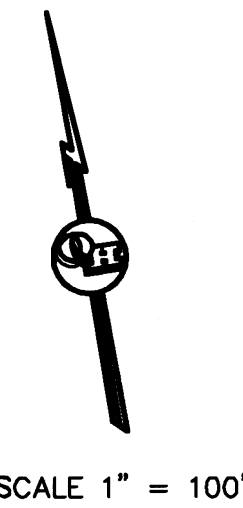
LOT 7, BLOCK 44, CAPISALLO DISTRICT SUBDIVISION, RECORDED IN VOLUME "P", PAGES 225-229, DEED RECORDS HIDALGO COUNTY, TEXAS.

MARIA & JOSE GARZA CASTANEDA TRACT: 5.0 ACRE TRACT OUT OF LOT 8, BLOCK 44, CAPISALLO DISTRICT SUBDIVISION, PROPERTY ID 564592, WARRANTY DEED WITH VENDOR'S LIEN UNDER DOC. No. 1095605, OFFICIAL RECORDS, H.C. TEXAS

ARTEMIO & BENITA E. GARCIA TRACT: 5.48 ACRE TRACT OUT OF LOT 8, BLOCK 44, CAPISALLO DISTRICT SUBDIVISION, PROPERTY ID 131383, WARRANTY DEED WITH VENDOR'S LIEN UNDER DOC. No. 1470910, & CORRECTION INSTRUMENT DOC. No. 1581158, OFFICIAL RECORDS, H.C. TEXAS

HIDALGO VILLA SUBDIVISION RECORDED IN VOLUME 31, PAGE 199, MAP RECORDS, HIDALGO COUNTY, TEXAS.

93.00' DRAIN DITCH R.O.W. TO HIDALGO COUNTY DRAINAGE DISTRICT No.1 DEDICATED BY THIS PLAT



SCALE 1" = 100'

- NOTES:
- 1.- STABILIZER SAND IS REQUIRED ON ALL WATER AND SEWER CROSSING, USING A 2 SACK OF CEMENT PER YARD RATIO.
 - 2.- SANITARY SEWER PIPES SHALL BE SDR-26
 - 3.- ALL FITTING NEED TO BE HEAVY WALL
 - 4.- SANITARY SEWER CLEAN OUTS NEED OT BE LOCATED 18" OUTSIDE OF PROPERTY AND 6" ABOVE GROUND.
 - 5.- ALL SANITARY SEWER MANHOLES NEED TO BE FIBERGLASS WITH COMPOSIT RING AND COVER. BOTTOMS OF THE MANHOLE NEED TO BE PAINTED WITH TAR.
 - 6.- BOTH WATER AND SEWER SERVICIES SHALL BE MARKED ON THE CURB
 7. A 9' SEPARATION BETWEEN WATER AND SANITARY SEWER LINES IS REQUIRED.

THE JOSE CAVAZOS TRACT: A 5.09 ACRE TRACT OUT OF LOT 10, BLOCK 44, PROPERTY ID 131386, ASSUMPTION WARRANTY DEED RECORDED UNDER DOC. No. 2363343, OR, H.C. TX

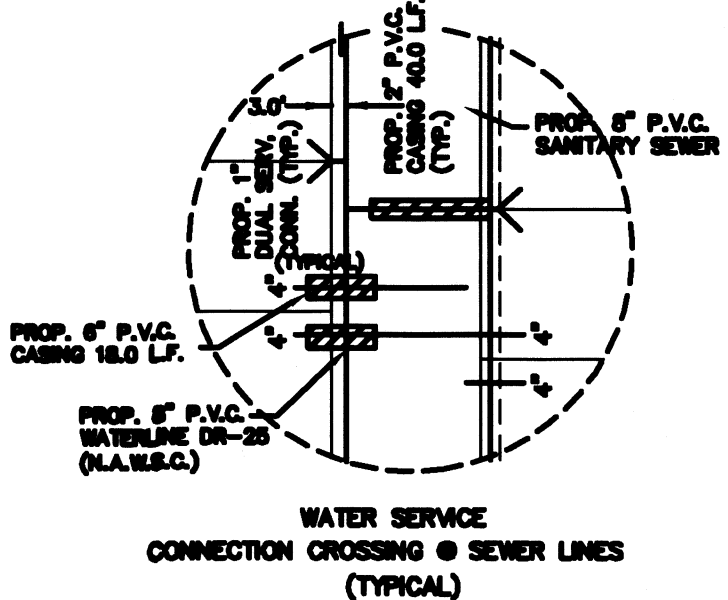
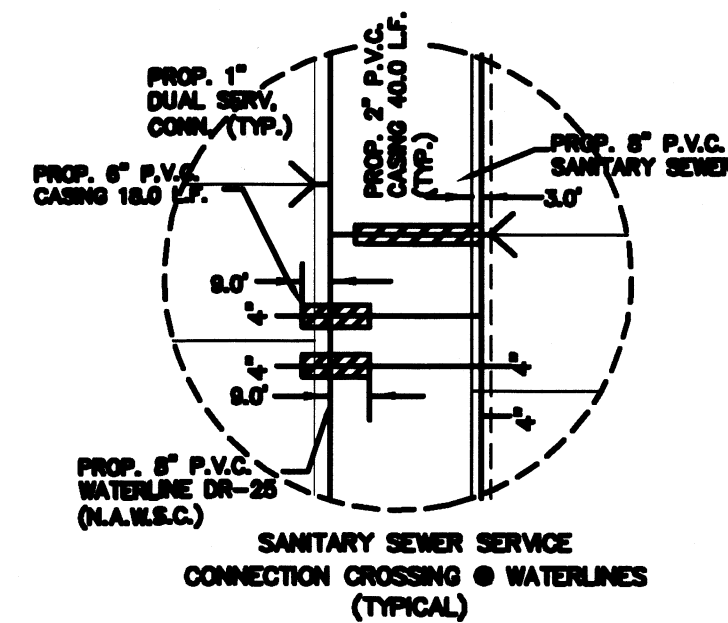
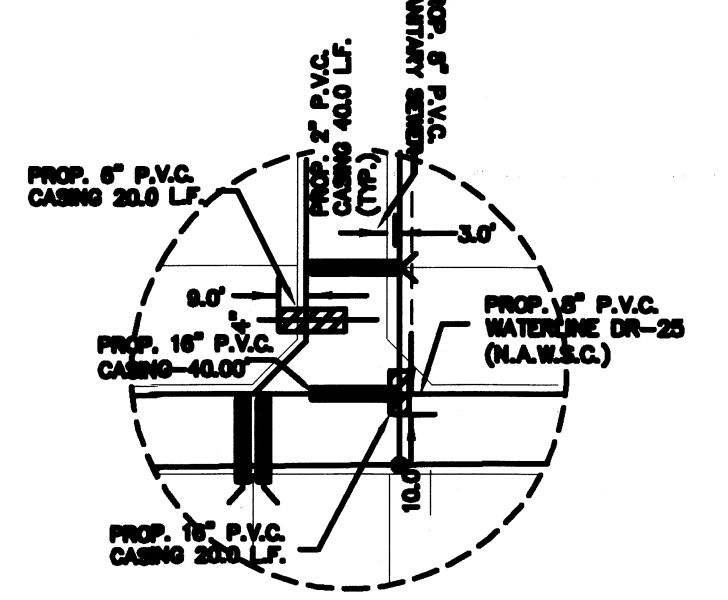
MARIA DAHLIA MARTINEZ TRACT PROP ID 131388, WARRANTY DEED DOC No. 784908 OR, HC, TX
MARTA DAHLIA MARTINEZ TRACT PROP ID 131388, CONVERSION DEED DOC No. 546680 OR, HC, TX
BILLY JOE CORTIZ TRACT PROP ID 131387, GIFT DEED DOC No. 2783573 OR, HC, TX

ALLEN RAY & CURTIS RAY DILLON TRACT PROP ID 1179301, CORRECTION GIFT DEED DOC No. 3377933 OR, HC, TX

LOT 2 OWNER: SUSAN DILLON EIDBO PROP ID: 546471, WARRANTY DEED DOC No. 3706180R-26 280.0 L.F. S=0.33% OR, HC, TX
EIDBO SUBDIVISION RECORDED IN VOLUME 30, PAGE 59A, MAP RECORDS, HIDALGO COUNTY, TEXAS.

LOT 1 EIDBO SUBDIVISION RECORDED IN VOLUME 30, PAGE 59A, MAP RECORDS, HIDALGO COUNTY, TEXAS.

- NOTE:
- 1.- WATERLINE CASING @ SANITARY SEWER CROSSING SHALL BE EXTENDED 10.0' BEYOND SEWER LINE
 - 2.- ALL WATERLINE SERVICES CONNECTIONS CASINGS SHALL HAVE A 1.00' GAP FROM LOT LINE AT SANITARY SEWER CROSSING
 - 3.- SANITARY SERVICE CASING @ WATERLINE CROSSING SHALL BE PLUG AT BOTH ENDS WITH 1/2 GROUT - 1/2 SAND MIXTURE.



- LEGEND
- = FIRE HYDRANT
 - = GUY WIRE
 - ⊕ = POWER POLE
 - ⊙ = MAILBOX
 - ⊗ = WATER METER
 - ⊕ = WATER VALVE
 - = SIGN
 - ⊕ = SERVICE POLE
 - ⊕ = TEL BOX
 - ⊕ = ELECT BOX
 - ⊕ = GAS METER
 - ⊕ = GAS MARKER
 - ⊕ = GAS VALVE
 - ⊕ = TRANSMISSION POLE
 - ⊕ = TRAFFIC CONTROL BOX
 - ⊕ = GAS SERVICE

PRINCIPAL CONTACTS:

Name	Address	City & Zip	Phone	Fax
Owner: RCI DEVELOPMENT-WISCONSIN, LTD.	P.O. BOX 2107	McAlLEN, TEXAS 78505	(956)607-3502	
BY: TIM GEARHART, MEMBER				
ENGINEER: ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381-6480	381-0527
SURVEYOR: ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381-6480	381-0527

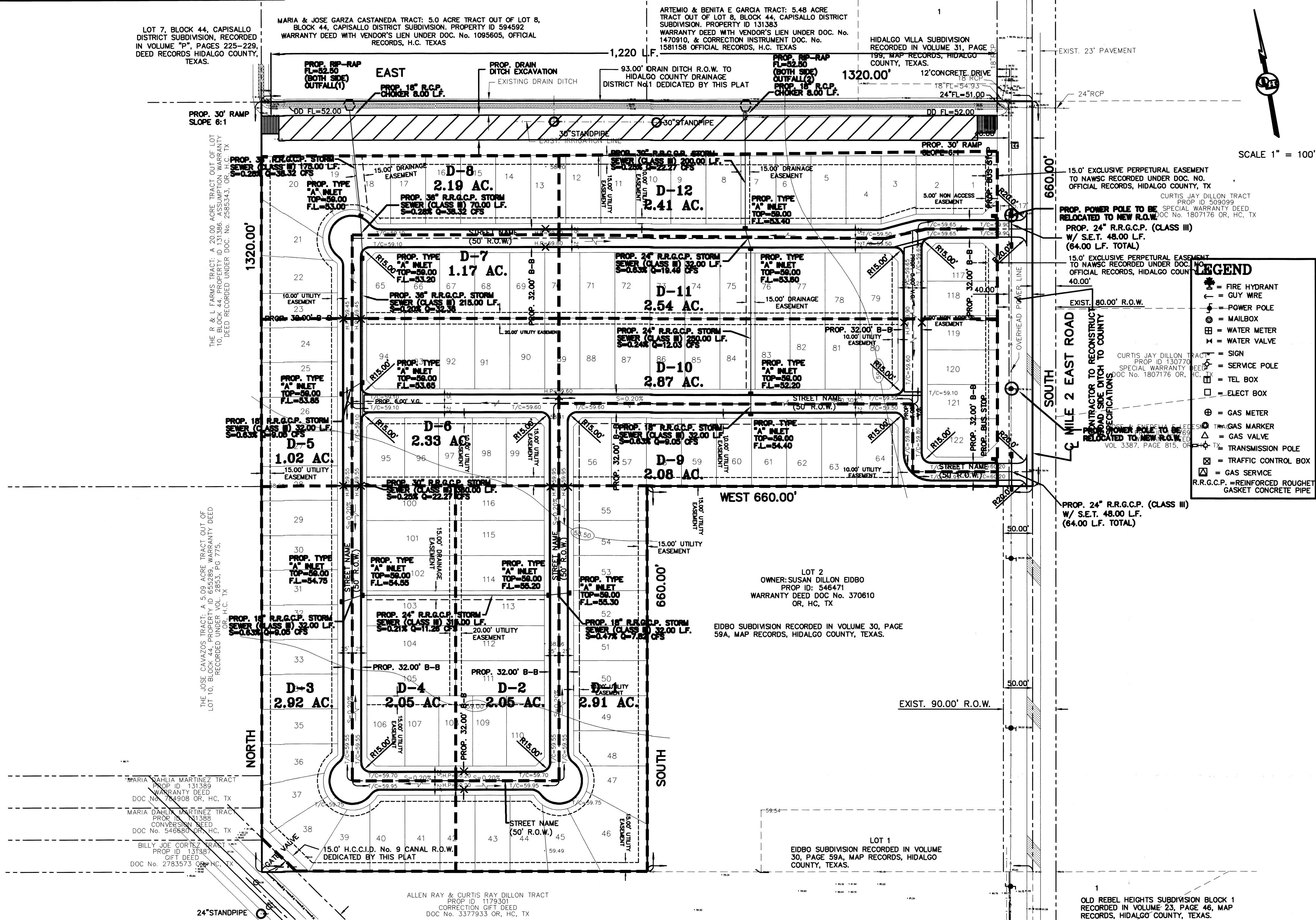
2: \data\SUBDIVISIONS\Mercado\MILE 2 EAST MEADOWS

DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
8-31-2023	LG		
DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

JOB NO. 8-31-2023
DATE 8-31-2023
REVISION
SCALE 1"=100'
DRAWN BY LG
SHEET

**MILE 2 EAST MEADOWS
SANITARY SEWER
COLLECTION SYSTEM**

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
LAND SURVEYORS
CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
PHONE 956-381-6480
FAX 956-381-0527
ALFONSO@QHA-ENG.COM
SURVEYING REGISTRATION NUMBER 100411-00



LEGEND	
TOTAL DETENTION REQUIRED	- 186,463.95 C.F. (50 YEAR STORM)
TOTAL DETENTION PROVIDED	- 187,514.00 C.F. (1,220.0 L.F. X 153.7 S.F.)
TOTAL EXCAVATION NEEDED	- 203,984.00 C.F. (1,220.0 L.F. X 167.2 S.F.)

PRINCIPAL CONTACTS:		PRINCIPAL CONTACTS:		All other Zip		Phone City & Zip Fax		Phone		Fax	
Name	Address	Name	Address	City	State	City	State	City	State	City	State
OWNER:	ALFONSO QUINTANILLA	OWNER:	ALFONSO QUINTANILLA	ALBUQUERQUE	NM	ALBUQUERQUE	NM	ALBUQUERQUE	NM	ALBUQUERQUE	NM
ENGINEER:	ALFONSO QUINTANILLA	ENGINEER:	ALFONSO QUINTANILLA	ALBUQUERQUE	NM	ALBUQUERQUE	NM	ALBUQUERQUE	NM	ALBUQUERQUE	NM
SURVEYOR:	ALFONSO QUINTANILLA	SURVEYOR:	ALFONSO QUINTANILLA	ALBUQUERQUE	NM	ALBUQUERQUE	NM	ALBUQUERQUE	NM	ALBUQUERQUE	NM

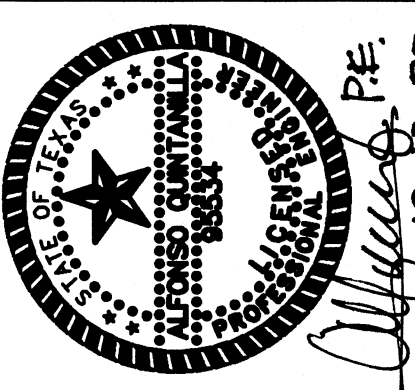
QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

LAND SURVEYORS

CONSULTING ENGINEERS

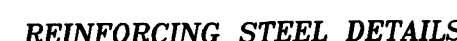
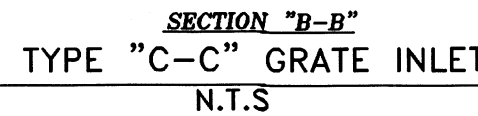
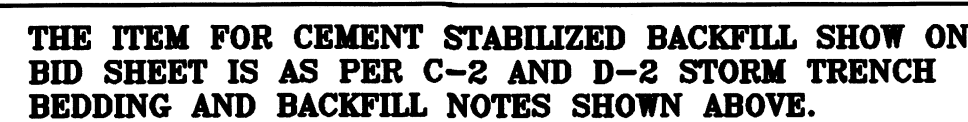
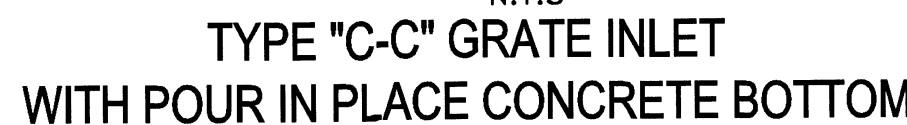
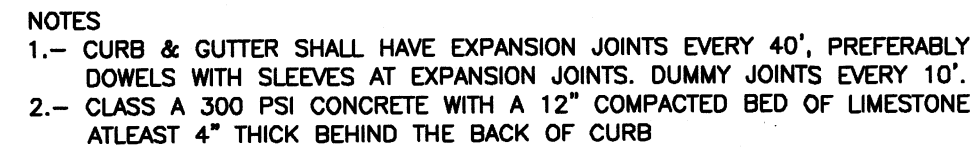
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
ENGINEERING REGISTRATION NUMBER E-1513
SURVEYING REGISTRATION NUMBER 100411-00

PHONE 956-381-6480
FAX 956-381-0527
ALFONSO@QHA-ENG.COM

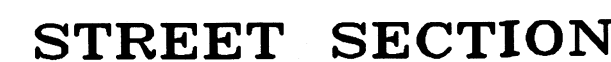


MILE 2 EAST MEADOWS DRAINAGE AREAS

JOB NO.	B-31-2023
DATE	
REVISION	
SCALE	1"=100'
DRAWN BY	LG
SHEET	

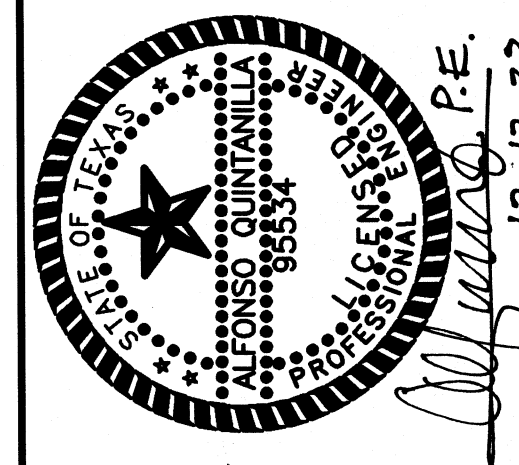


- NOTE: 1. ALL STEEL TO BE NO. 4 BARS
ON 12" SPACING IN BOTH
DIRECTIONS EXCEPT IN TOP
SLAB OR MANHOLE.
2. ALL GRATE INLET COVERS SHALL BE
PEDESTRIAN SAFE COVERS. OPENINGS
SHALL BE NO GREATER THAN 3/8" WIDE.
3. INLET SHALL BE PLACED ON 6-INCH
SAND OR GRAVEL BEDDING.
SUBGRADE SHALL BE COMPACTED TO
95% DENSITY



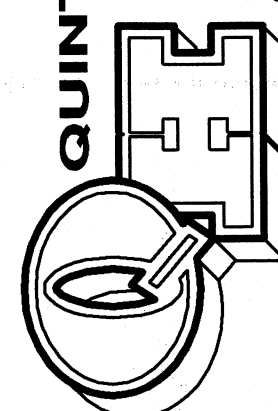
PRINCIPAL CONTACTS:				
	Name	Address	City & Zip	Phone
	RCI DEVELOPMENT-WISCONSIN, LTD.			
	BY, TIM GEARHART, MEMBER	P.O. BOX 2107	MCALLEN, TEXAS 78505	(956)607-3502
OWNER:	<u>ALFONSO QUINTANILLA</u>	<u>124 E. STUBBS</u>	<u>EDINBURG, TX 78539</u>	<u>(956)381-6480</u>
ENGINEER:	<u>ALFONSO QUINTANILLA</u>	<u>124 E. STUBBS</u>	<u>EDINBURG, TX 78539</u>	<u>(956)381-6480</u>
SURVEYOR:	<u>ALFONSO QUINTANILLA</u>	<u>124 E. STUBBS</u>	<u>EDINBURG, TX 78539</u>	<u>(956)381-6480</u>

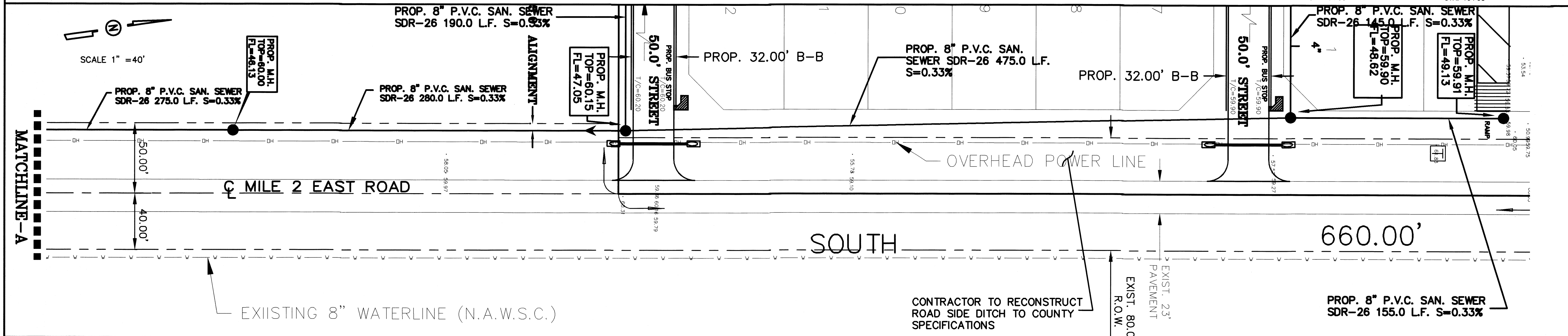
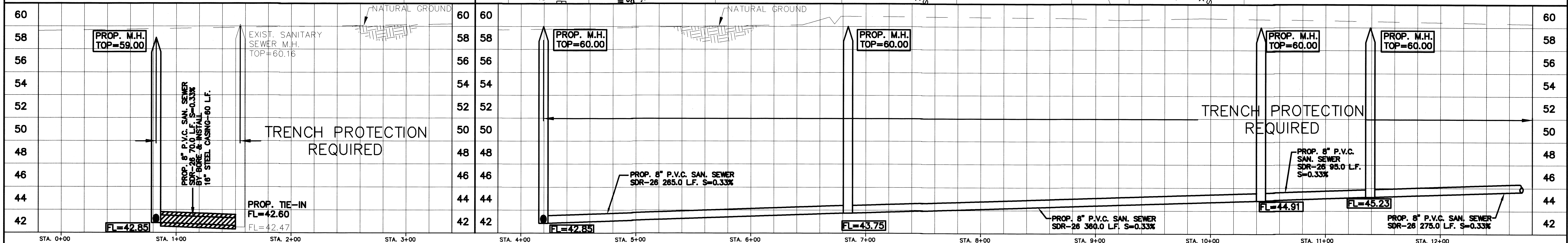
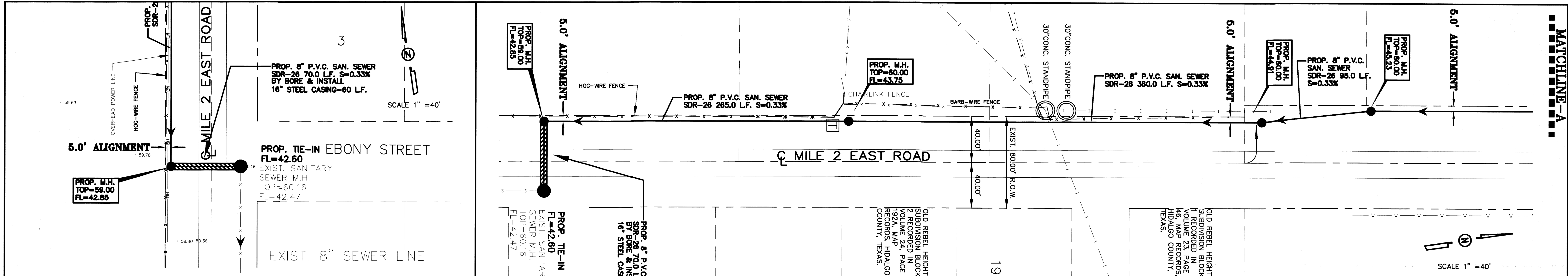
MILE 2 EAST MEADOWS PAVING AND DRAINAGE DETAILS



CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURGH, TEXAS 78839
ENGINEERING REGISTRATION NUMBER F-1513
SURVEYING REGISTRATION NUMBER 100411-00

LAND SURVEYORS
PHONE 956-381-6480
FAX 956-381-0527
ALFONSO@OHA-ENG.COM

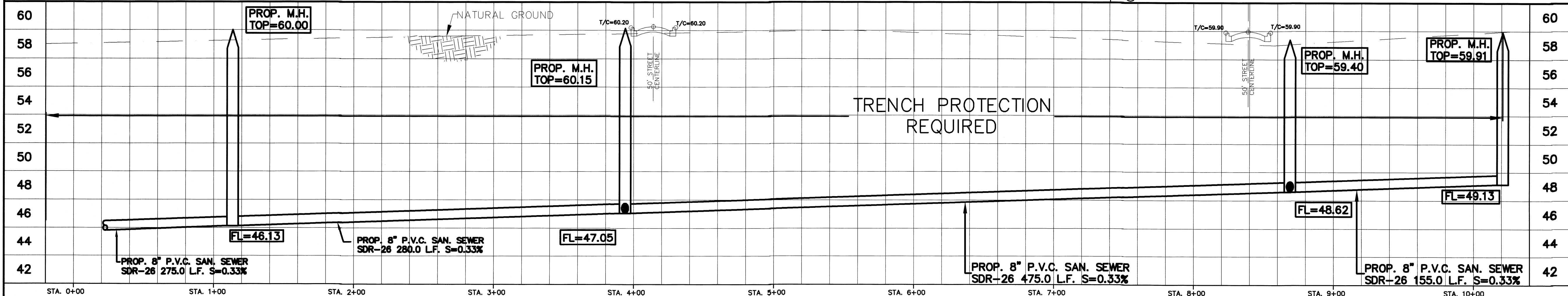




LEGEND

- = FIRE HYDRANT
- = GUY WIRE
- = POWER POLE
- = MAILBOX
- = WATER METER
- = WATER VALVE
- = SIGN
- = SERVICE POLE
- = TEL BOX
- = ELECT BOX
- = GAS METER
- = GAS MARKER
- = GAS VALVE
- = TRANSMISSION POLE
- = TRAFFIC CONTROL BOX
- = GAS SERVICE

CONTRACTOR TO RECONSTRUCT ROAD SIDE DITCH TO COUNTY SPECIFICATIONS



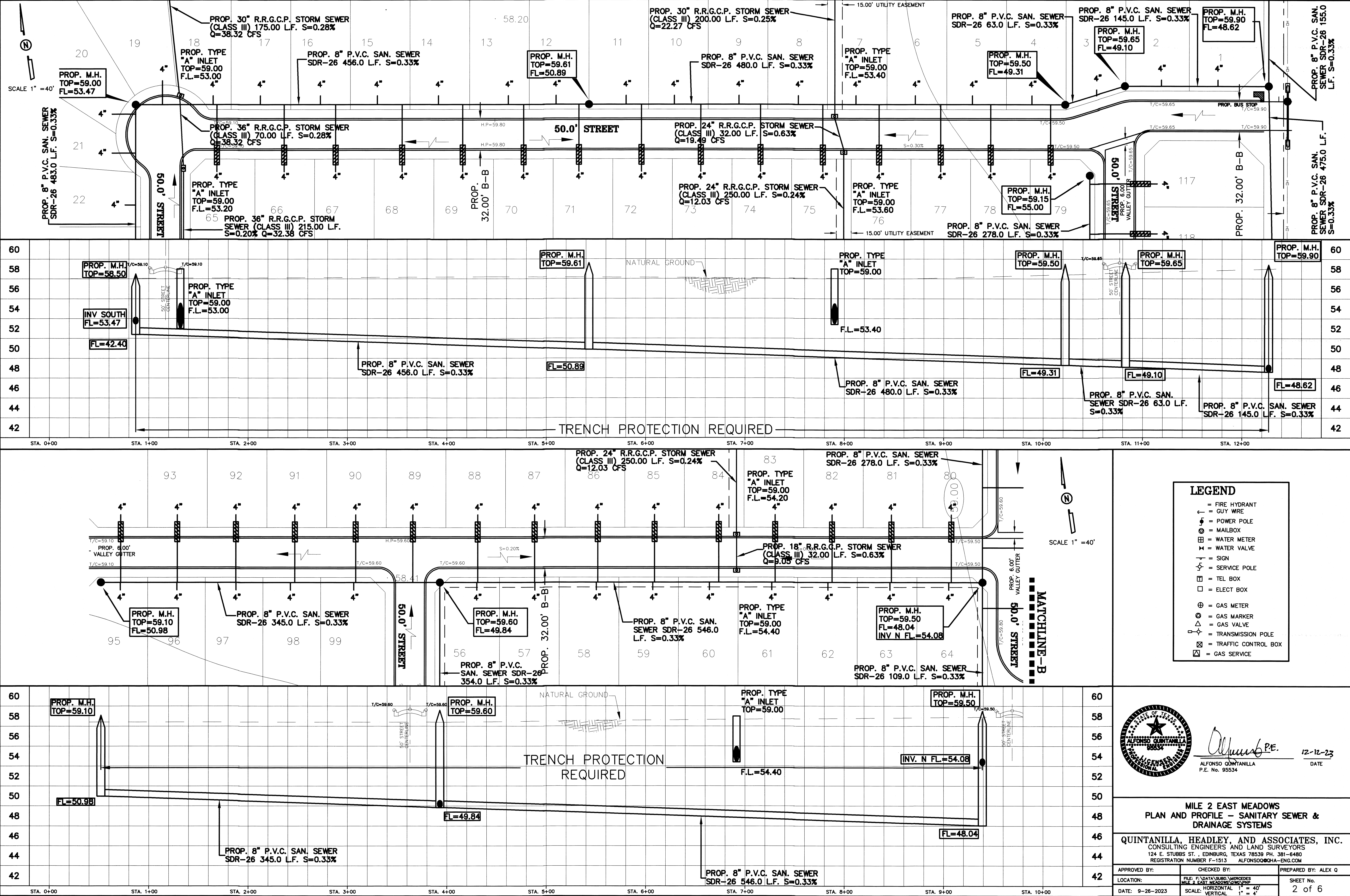
QUINTANILLA, HEADLEY, AND ASSOCIATES, INC.
CONSULTING ENGINEERS AND LAND SURVEYORS
124 E. STUBBS ST. EDINBURG, TEXAS 78539 PH. 381-6480
REGISTRATION NUMBER F-1513 ALFONSOQUINTANILLA-ENG.COM

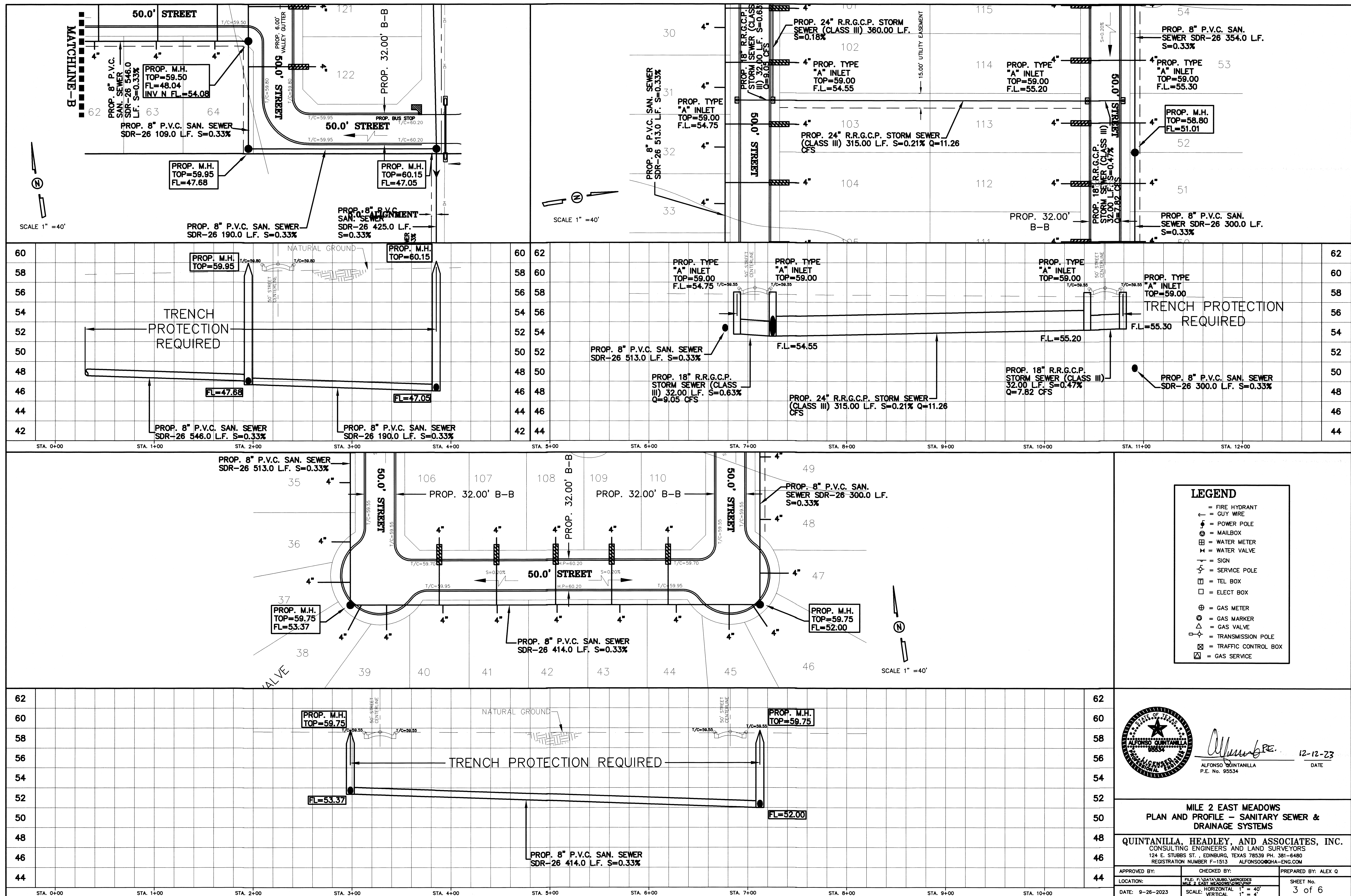
APPROVED BY: **CHECKED BY:** **PREPARED BY:** ALEX Q

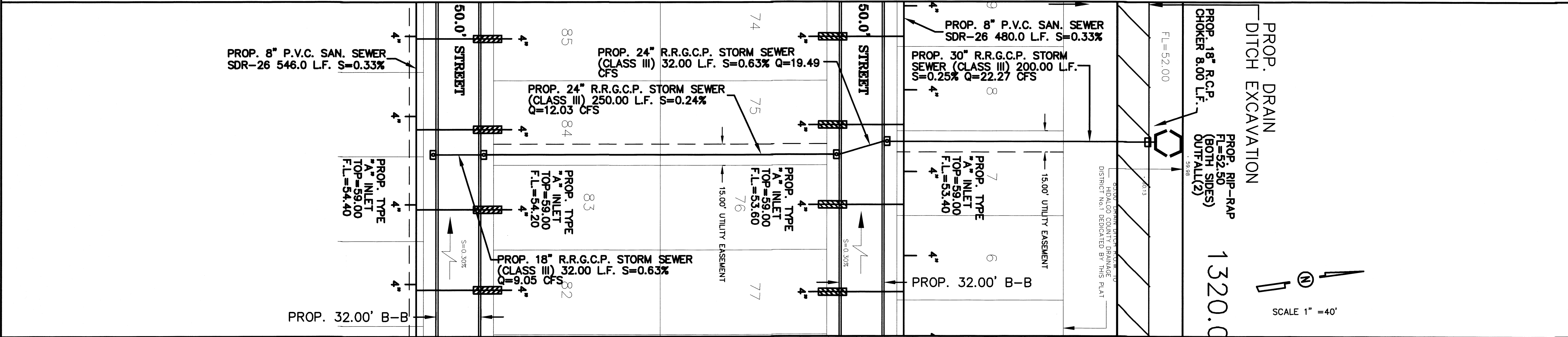
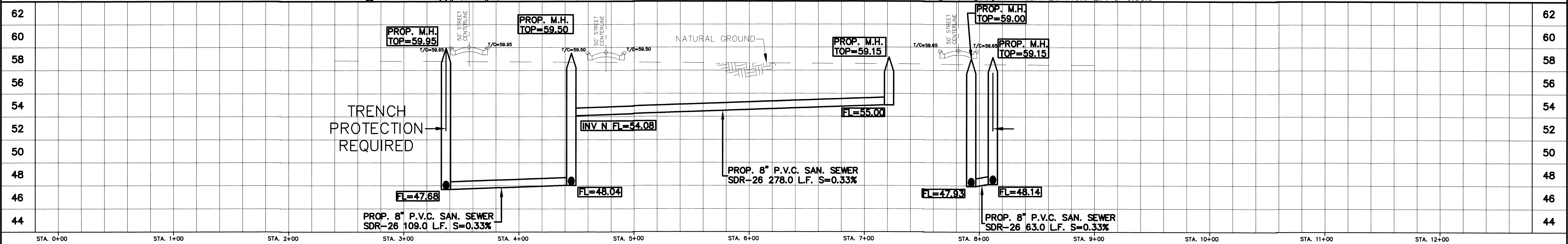
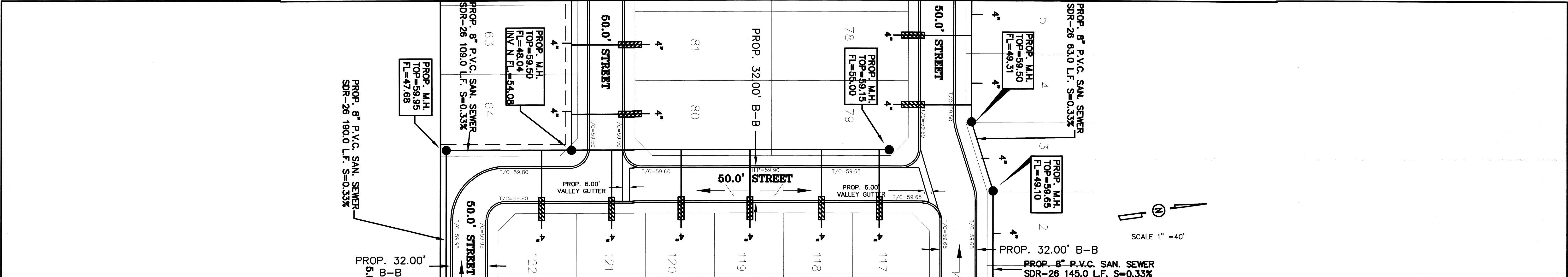
LOCATION: MILE 2 EAST MEADOWS

DATE: 9-26-2023 **SCALE:** HORIZONTAL 1" = 40' VERTICAL 1" = 4'

SHEET No. 1 of 6



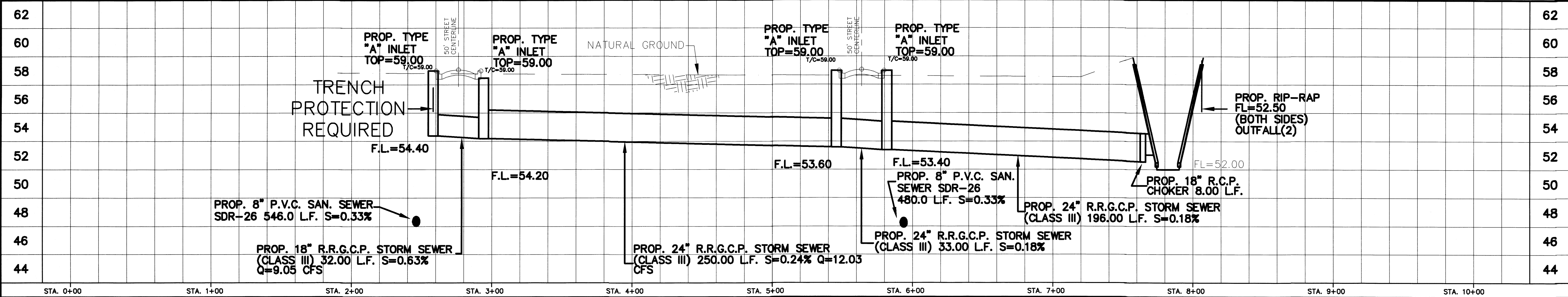




LEGEND

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- = ELECT BOX
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- = GAS MARKER
- = GAS VALVE
- = TRANSMISSION POLE
- = TRAFFIC CONTROL BOX
- = GAS SERVICE

SCALE 1" = 40'



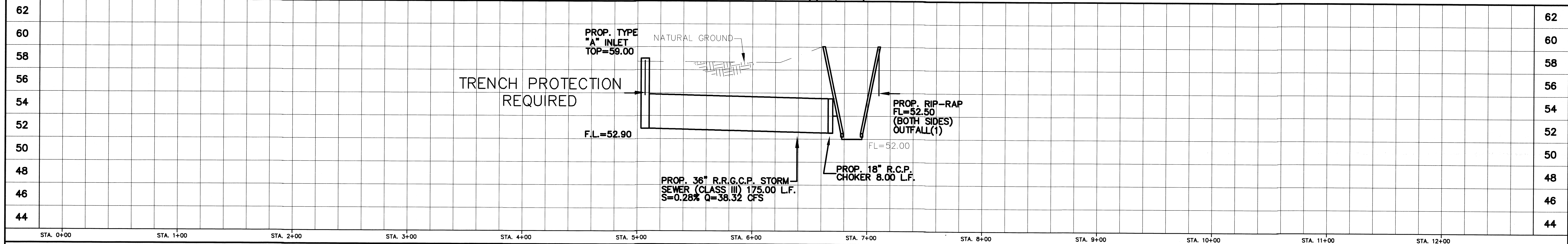
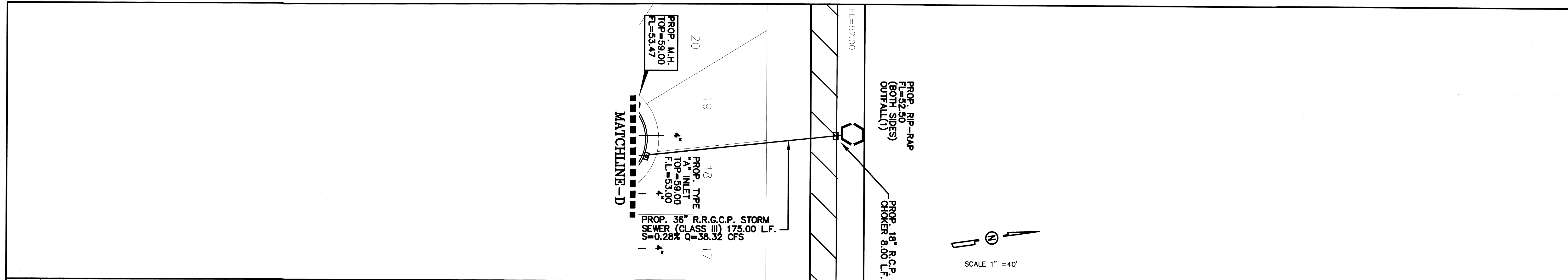
12-12-23

DATE

**MILE 2 EAST MEADOWS
PLAN AND PROFILE - SANITARY SEWER &
DRAINAGE SYSTEMS**

QUINTANILLA, HEADLEY, AND ASSOCIATES, INC.
CONSULTING ENGINEERS AND LAND SURVEYORS
124 E. STUBBS ST., EDINBURG, TEXAS 78539 PH. 381-6480
REGISTRATION NUMBER F-1513 ALFONSO@QH&A-ENG.COM

APPROVED BY:	CHECKED BY:	PREPARED BY: ALEX Q
LOCATION:	FILE: F:\DATA\SUB\WORKSHEETS MILE 2 EAST MEADOWS\PROF.PWP	SHEET No.
DATE: 9-26-2023	SCALE: HORIZONTAL 1" = 40' VERTICAL 1" = 4'	4 of 6



LEGEND	
	= FIRE HYDRANT
	= GUY WIRE
	= POWER POLE
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	= WATER METER
	= WATER VALVE
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	= SERVICE POLE
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	= TRAFFIC CONTROL BOX
	= GAS SERVICE



Alfonso Quintanilla P.E.
ALFONSO QUINTANILLA
P.E. No. 95534
12-12-23
DATE

MILE 2 EAST MEADOWS
PLAN AND PROFILE - SANITARY SEWER &
DRAINAGE SYSTEMS

QUINTANILLA, HEADLEY, AND ASSOCIATES, INC.
CONSULTING ENGINEERS AND LAND SURVEYORS
124 E. STUBBS ST., EDINBURG, TEXAS 78539 PH. 381-6480
REGISTRATION NUMBER F-1513 ALFONSO@QHA-ENG.COM

APPROVED BY:	CHECKED BY:	PREPARED BY: ALEX Q
LOCATION:	FILE: F:\DATA\SUBD\MERCEDES MILE 2 EAST MEADOWS.DWG	SHEET No.
DATE: 9-26-2023	SCALE: HORIZONTAL 1" = 40' VERTICAL 1" = 4'	6 of 6

PRELIMINARY SUBDIVISION PLAT OF:
MILE 2 EAST MEADOWS

NOTES: POLLUTION PREVENTION

- 1.- CONTRACTOR SHALL REMOVE SILT DEPOSITS FROM ROADWAY ON A DAILY BASIS OR AS DIRECTED BY PROJECT ENGINEER.
- 2.- CONTRACTOR SHALL CONTROL DUSTING BY WASTERSPRINKLING.
- 3.- CONTRACTOR SHALL HYDROMULCH SEED OR SOD AS INDICATED ON THIS SHEET AND PAVEMENT TYPICAL SECTION, ALL DISTURBED AREAS UPON ACCEPTANCE OF GRADING.
- 4.- CONTRACTOR SHALL KEEP LOG OF SITE RAINFALL & SW3P MAINTENANCE AS CALLED FOR IN THE NOTICE OF INTENT.

LEGEND

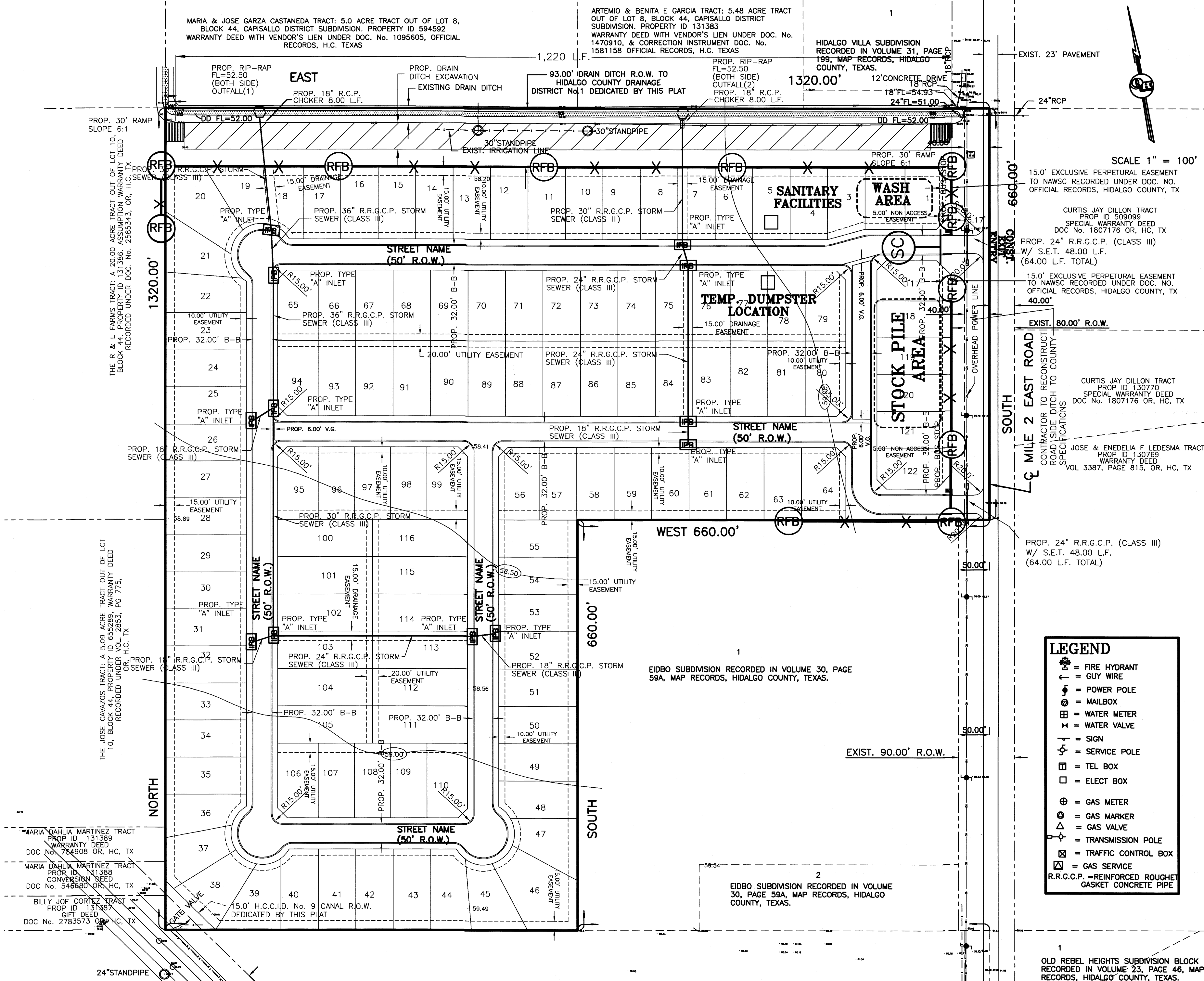
- INLET
- INLET PROTECTION BARRIER
- HYFROMULCH SEEDING
- STABILIZED CONSTRUCTION EXIT
- FILTER FABRIC FENCE
- REINFORCED FILTER FABRIC BARRIER

NOTES: EROSION CONTROL

- 1.- ALL NON-PAVED DISTURBED AREAS SHALL BE HYDRO-MULCH SEEDED FOR EROSION PROTECTION IMMEDIATELY UPON COMPLETION OF FINAL GRADING. ALL AREAS DISTURBED AFTER INITIAL SEEDING BY EROSION OR CONSTRUCTION SHALL BE RESEDED.
- 2.- STOCKPILE TOPSOIL FROM SITE AT DESIGNATED AREA.
- 3.- CONTRACTOR SHALL COORDINATE ALL WORK THIS CONTRACT WITH ALL WORK BY OTHERS (ENTRY ROAD AND UTILITIES TO SITE) WHICH MAY OR MAY NOT OCCUR DURING THE CONSTRUCTION CONTRACT PERIOD.
- 4.- CONSTRUCT TEMPORARY CONSTRUCTION ENTRANCES AND PROJECT SITE FIELD OFFICE AND CONSTRUCTION AREA (ALL WEATHER SURFACE, CALICHE PAVING).
- 5.- CONSTRUCT TIRE WASH AREAS AT CONSTRUCTION EXIT MINIMUM SURFACE SHALL BE TYPE (1) OR (2). TIRE WASH AREA TO DRAIN INTO EXISTING DITCH.
- 6.- CONSTRUCT TEMPORARY SEDIMENT TRAPS AND BASINS AS SHOWN ON THE PLAN.
- 7.- CONSTRUCT TEMPORARY SILT FENCES AS SHOWN ON THE PLAN
- 8.- CONSTRUCT/INSTALL PIPE CULVERTS AND STORM SYSTEMS

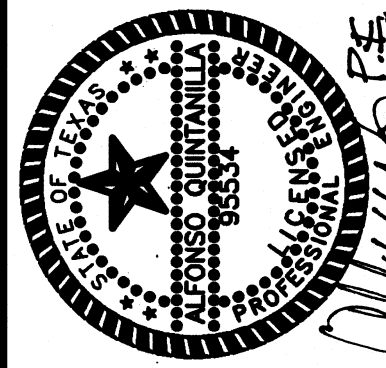
LEGEND

- FIRE HYDRANT
- GUY WIRE
- POWER POLE
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- TRAFFIC CONTROL BOX
- GAS SERVICE



JOB NO.	8-31-2023
DATE	
REVISION	
SCALE	1"=100'
DRAWN BY	LG
SHEET	

**MILE 2 EAST MEADOWS &
POLLUTION PREVENTION &
EROSION CONTROL PLAN**

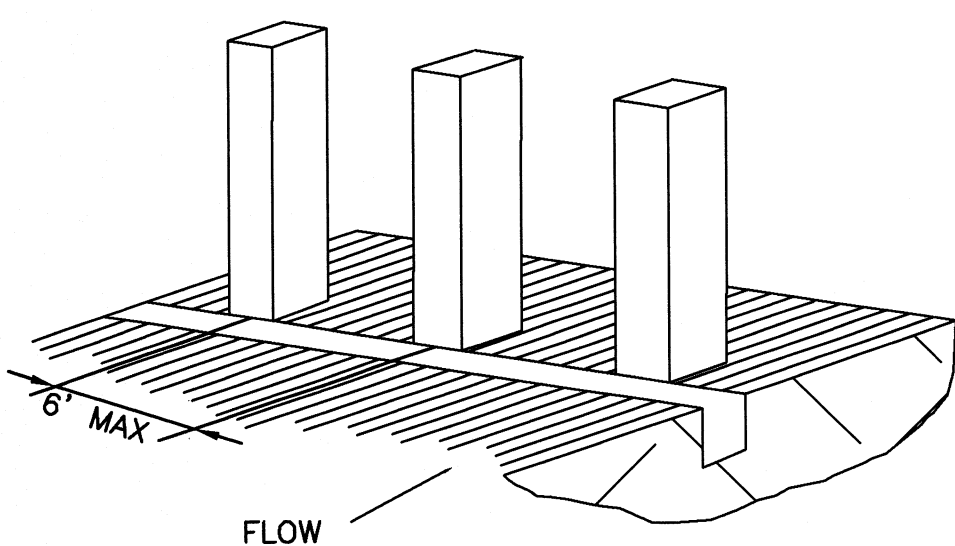


QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
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PHONE 956-381-6480
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ENGINEERING REGISTRATION NUMBER F-1513
SURVEYING REGISTRATION NUMBER 100411-00

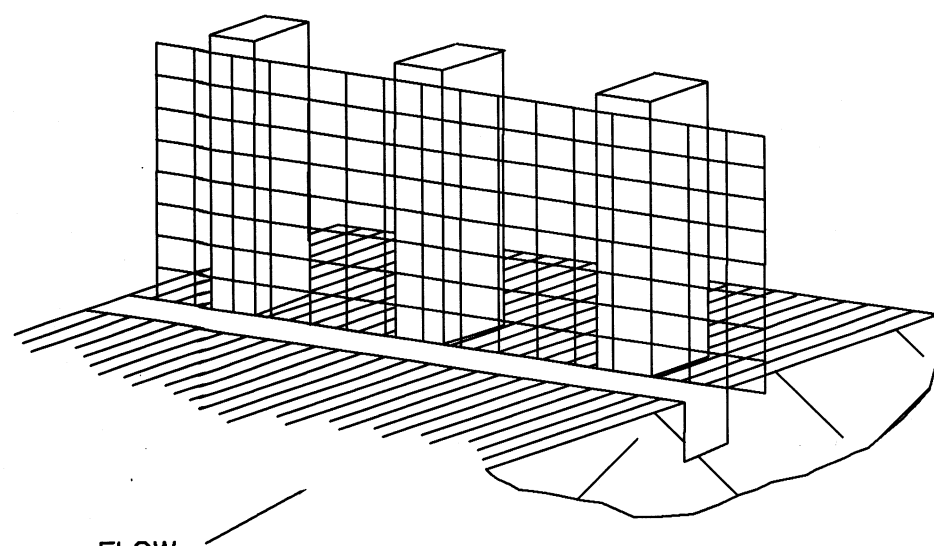
PRINCIPAL CONTACTS:

Name	Address	City & Zip	Phone	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
OWNER: RCI DEVELOPMENT-WISCONSIN, LTD.	P.O. BOX 2107	McALLEN, TEXAS 78505	(956)807-3502	8-31-2023	LG		
ENGINEER: ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381-6480				
SURVEYOR: ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381-6480				

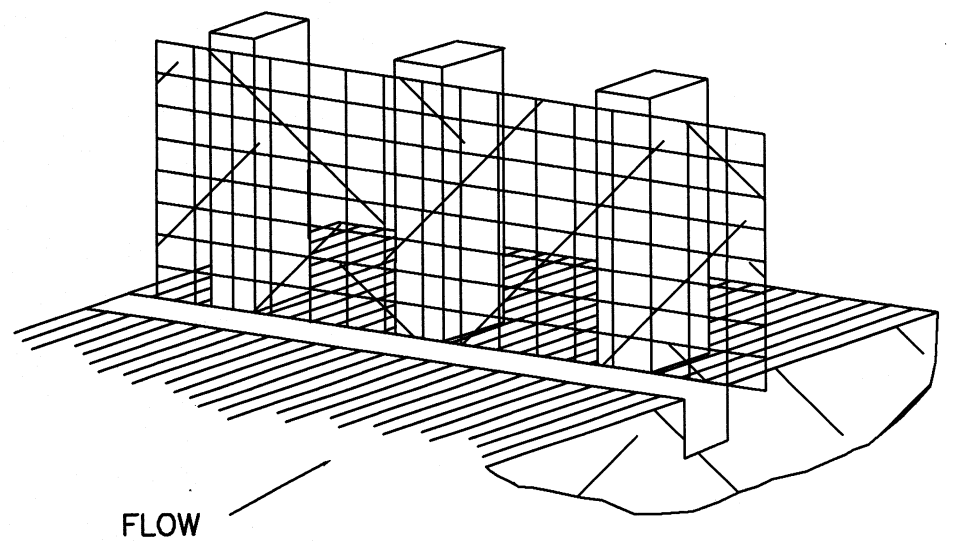
1. SET POSTS AND EXCAVATE A 4"x4" TRENCH UPSLOPE ALONG LINE OF POSTS (SEE NOTE 1).



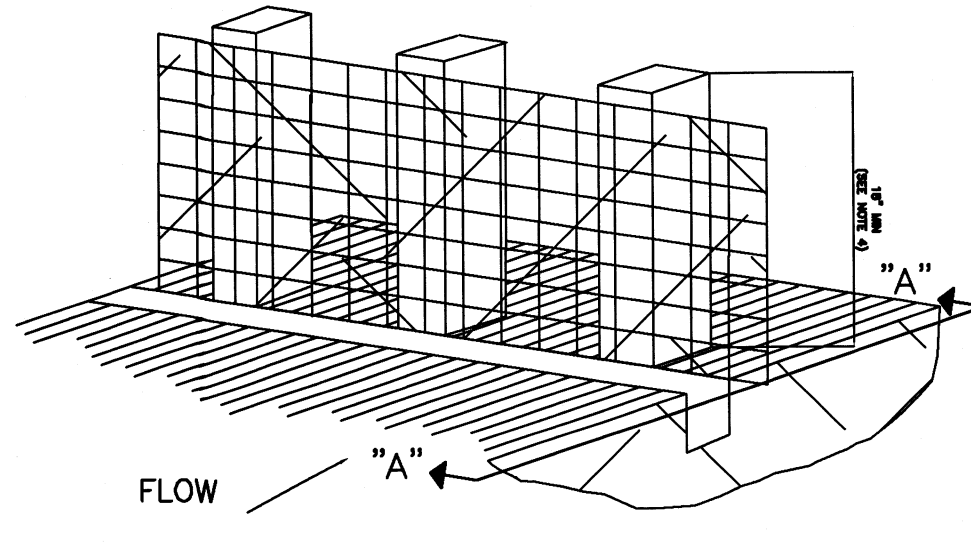
2. SECURE WIRE FENCING TO POSTS (SEE NOTE 2).



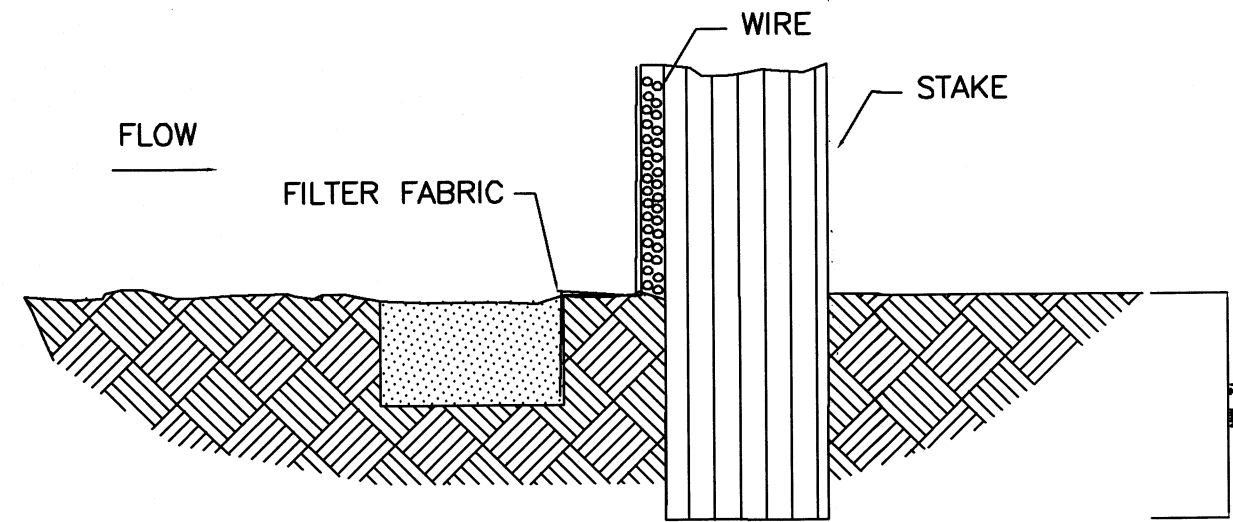
3. ATTACH FILTER MATERIAL TO WIRE FENCE AND EXTEND IT INTO THE TRENCH (SEE NOTE 3).



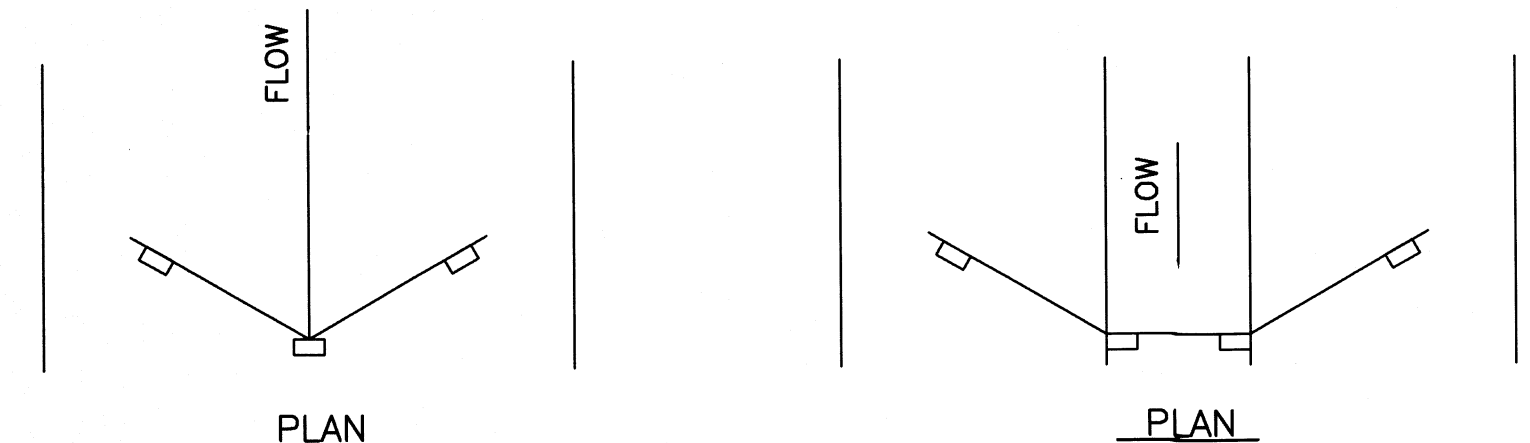
4. BACKFILL AND COMPACT THE EXCAVATED SOIL.



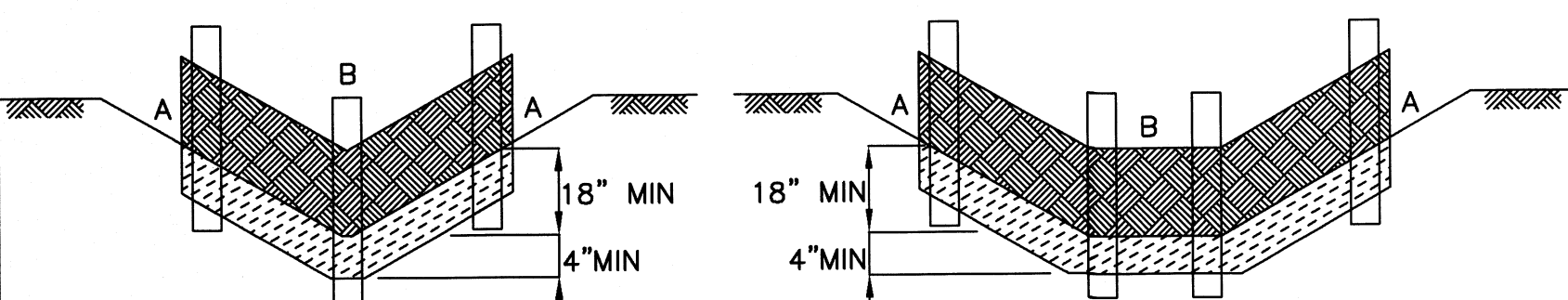
EXTENSION OF FABRIC INTO TRENCH



SECTION "A"



POINTS A SHOULD BE HIGHER THAN POINT B, OR AT TOP OF BANK (TYP)

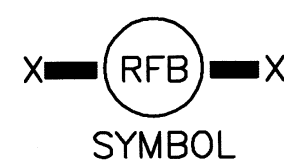


"V-DITCH" SECTION/ELEVATION

TRAPEZOIDAL SECTION/ELEVATION

CONSTRUCTION NOTES:

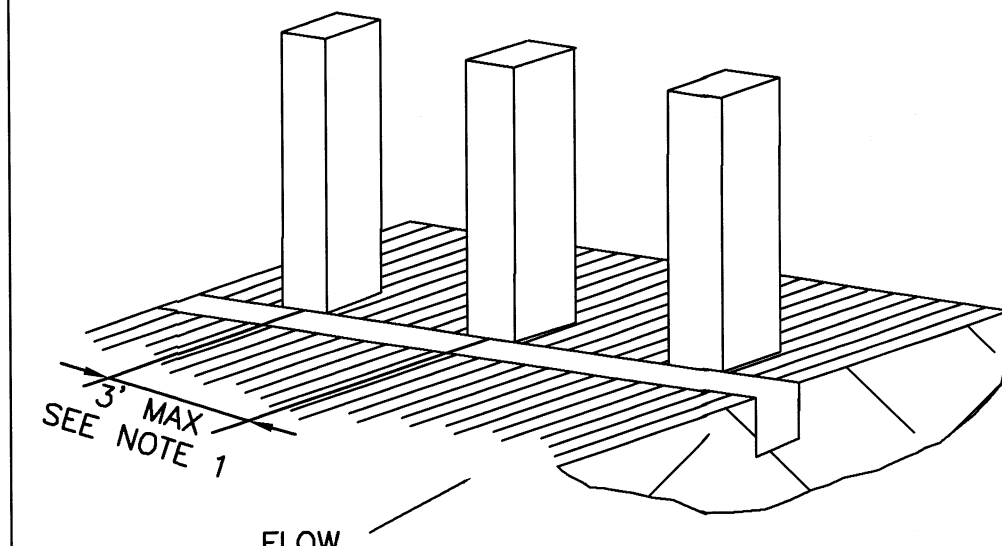
- 1.- SET 2 INCH BY 2 INCH WOODEN STAKES SPACED A MAX OF 6 FEET APART AND EMBEDDED A MIN OF 12 INCHES.
- 2.- WOVEN WIRE FENCE TO BE FASTENED SECURELY TO FENCE POSTS WITH STAPLES.
- 3.- FILTER CLOTH TO BE FASTENED SECURELY TO WOVEN WIRE FENCE, WITH TIES SPACED EVERY 24 INCHES AT TOP AND MIDSECTION.
- 4.- MINIMUM HEIGHT OF FILTER SHOULD BE 18 INCHES AND A MAXIMUM OF 36 INCHES ABOVE NATURAL GROUND.
- 5.- WHEN TWO SECTIONS OF FILTER CLOTH ADJOIN EACH OTHER THEY SHALL BE OVERLAPPED 6 INCHES AT THE POSTS, AND FOLDED.
- 6.- SEE STANDARD SPECIFICATION FOR FILTER FABRIC BARRIER.



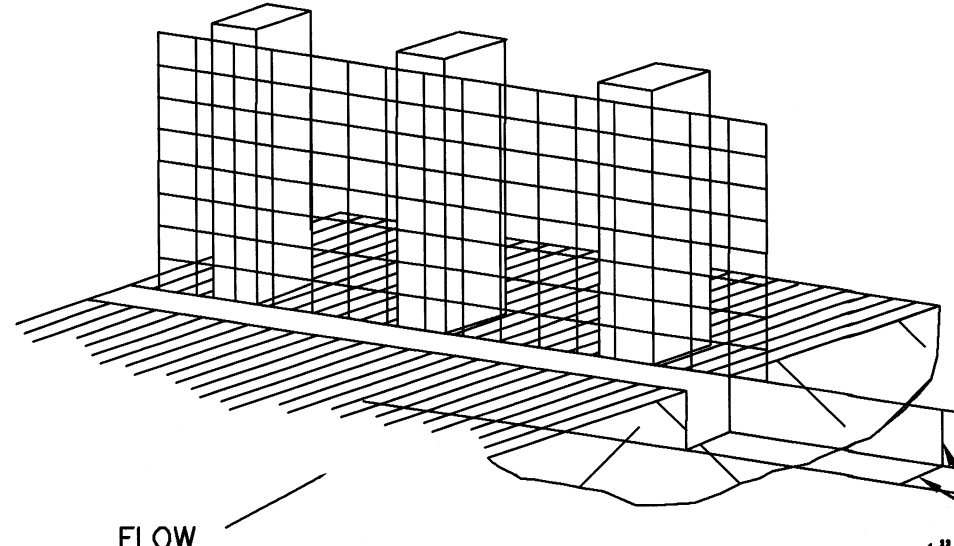
SYMBOL

REINFORCED FILTER FABRIC BARRIER

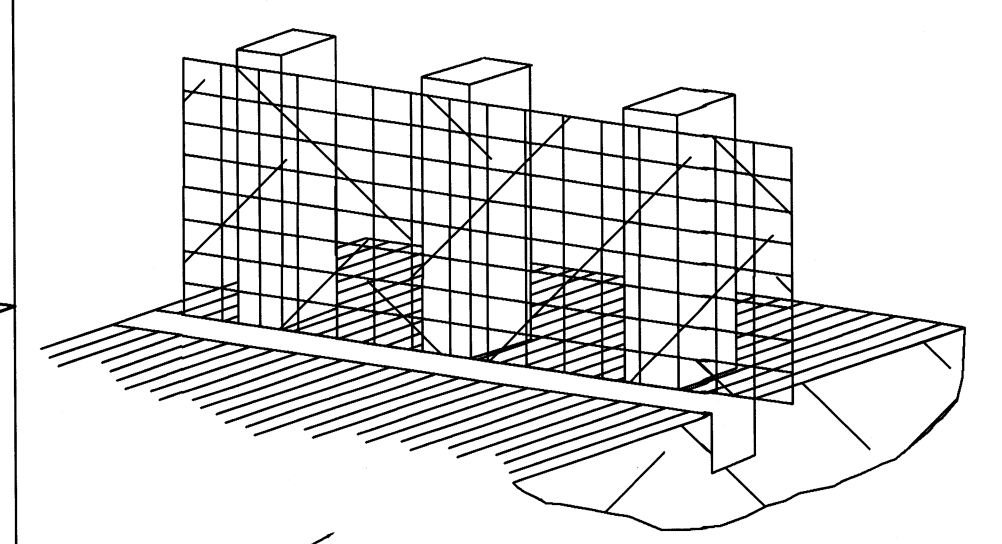
1. SET POSTS AT REQUIRED SPACING.



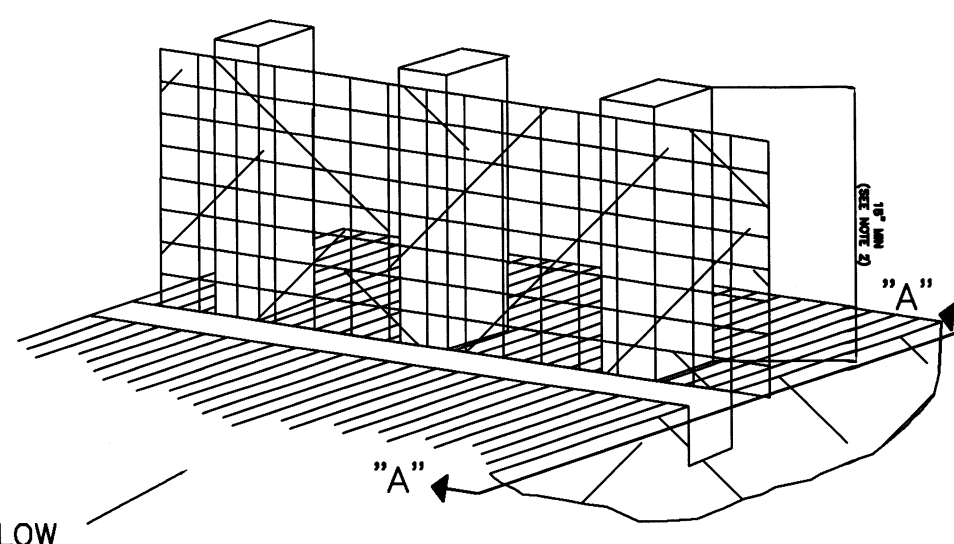
2. EXCAVATE A 4"x4" TRENCH UPSLOPE ALONG THE LINE OF STAKES.



3. ATTACH FILTER MATERIAL TO STAKES AND EXTEND IT INTO THE TRENCH.

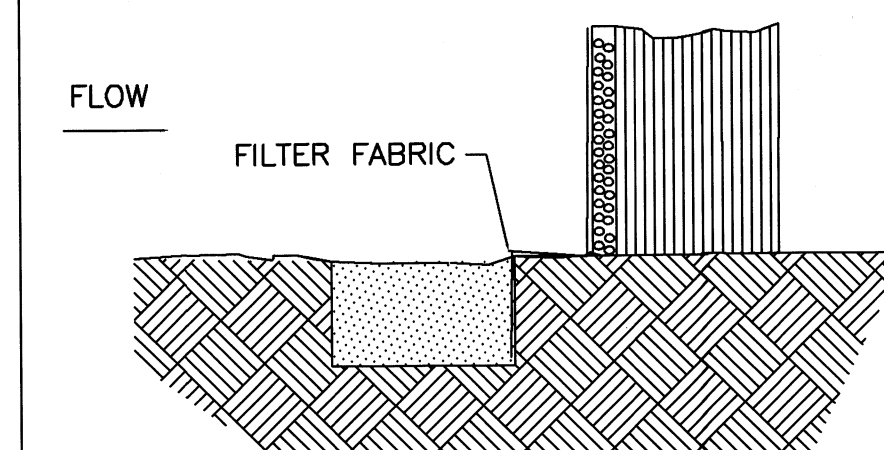


4. BACKFILL AND COMPACT THE EXCAVATED SOIL.

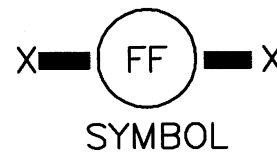


EXTENSION OF FABRIC INTO TRENCH

ALTERNATE V-TRENCH
EXTENSION OF FABRIC
INTO TRENCH



SECTION "B"

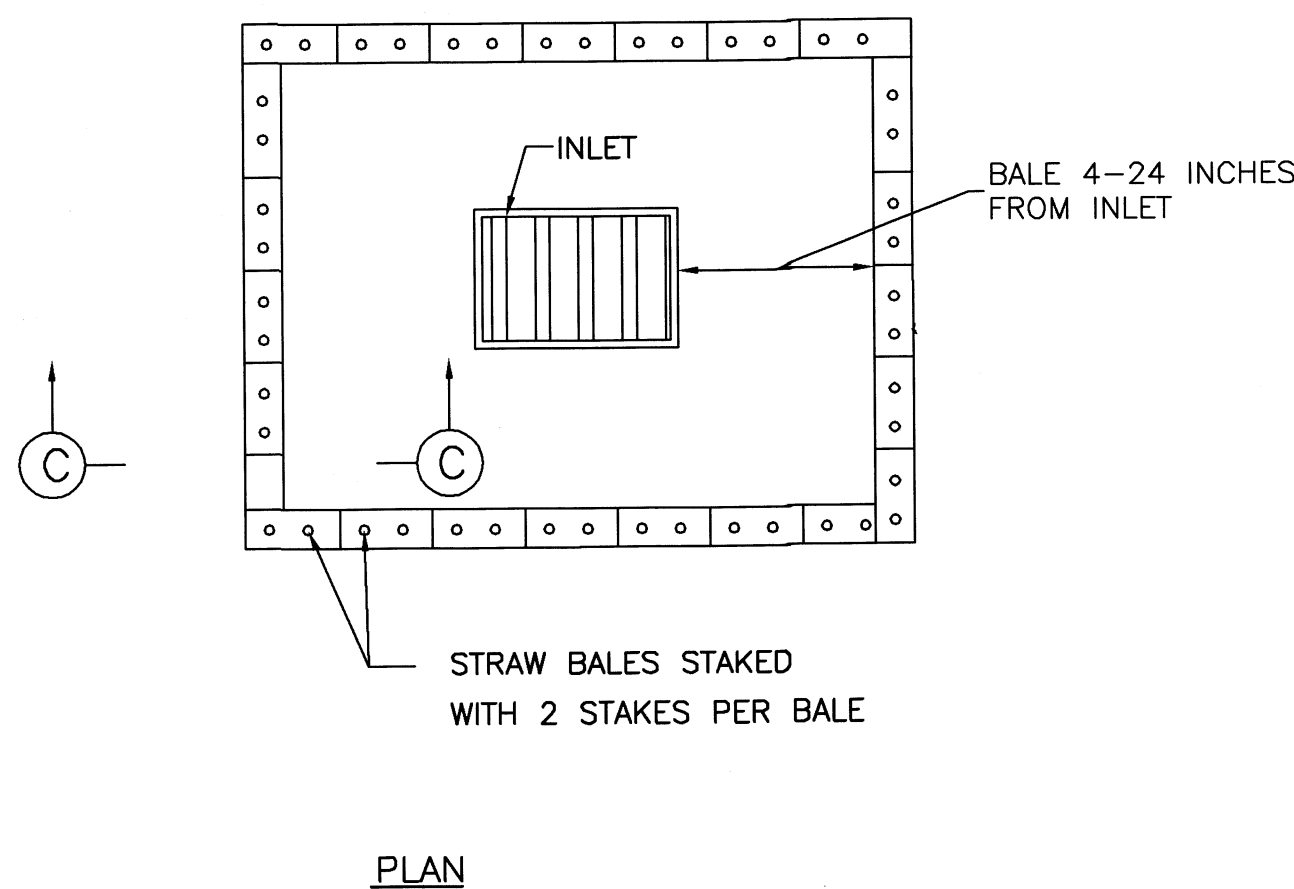


SYMBOL

CONSTRUCTION NOTES:

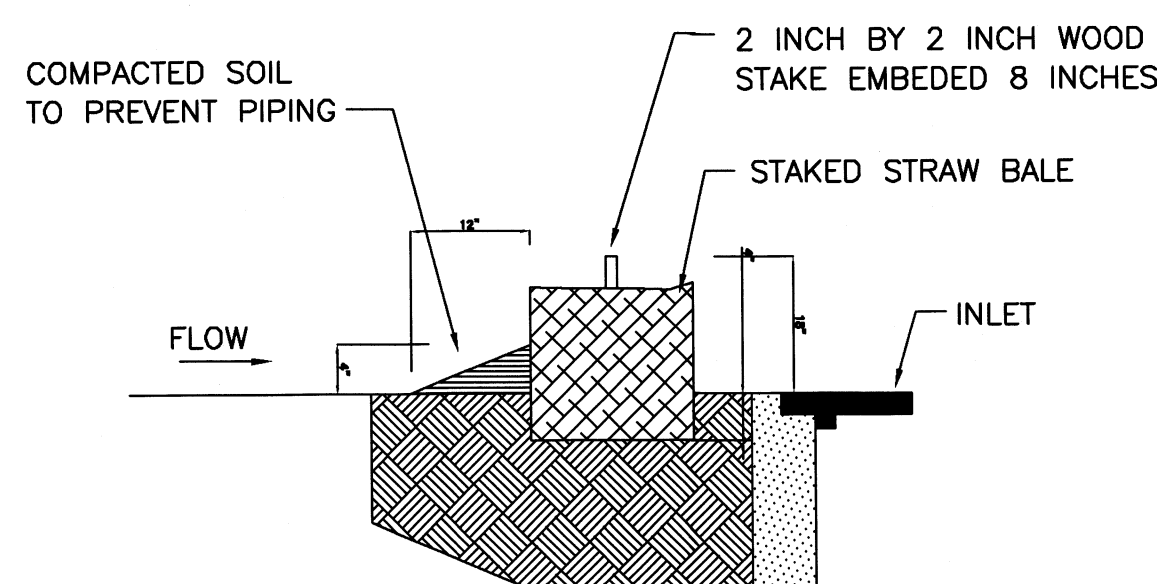
- 1.- 2 INCH BY 2 INCH WOODEN STAKES TO BE SET AT MAX SPACING OF 3 FEET AND EMBEDDED A MIN OF 8 INCHES. IF PREASSEMBLED FENCE WITH SUPPORT NETTING IS USED, SPACING OF POST MAY BE INCREASED TO 8 FEET MAX.
- 2.- ATTACH FILTER FABRIC TO WOODEN STAKES. FILTER FABRIC FENCE SHALL HAVE A MIN HEIGHT OF 18 INCHES AND MAX HEIGHT OF 36 INCHES ABOVE NATURAL GROUND.
- 3.- WHEN TWO SECTIONS OF FILTER CLOTH ADJOIN EACH OTHER THEY SHOULD BE OVERLAPPED 6 INCHES AT THE POST, AND FOLDED.
- 4.- SEE STANDARD SPECIFICATION FOR FILTER FABRIC FENCE.

FILTER FABRIC FENCE

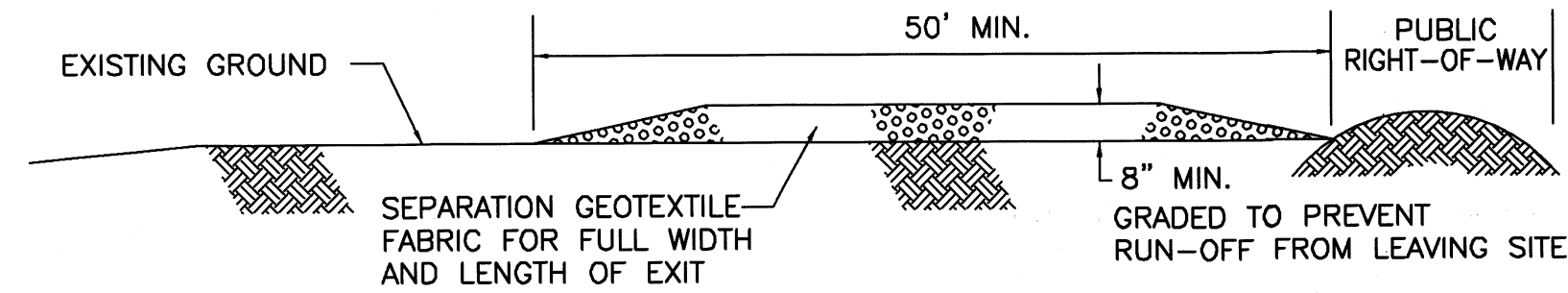


SYMBOL

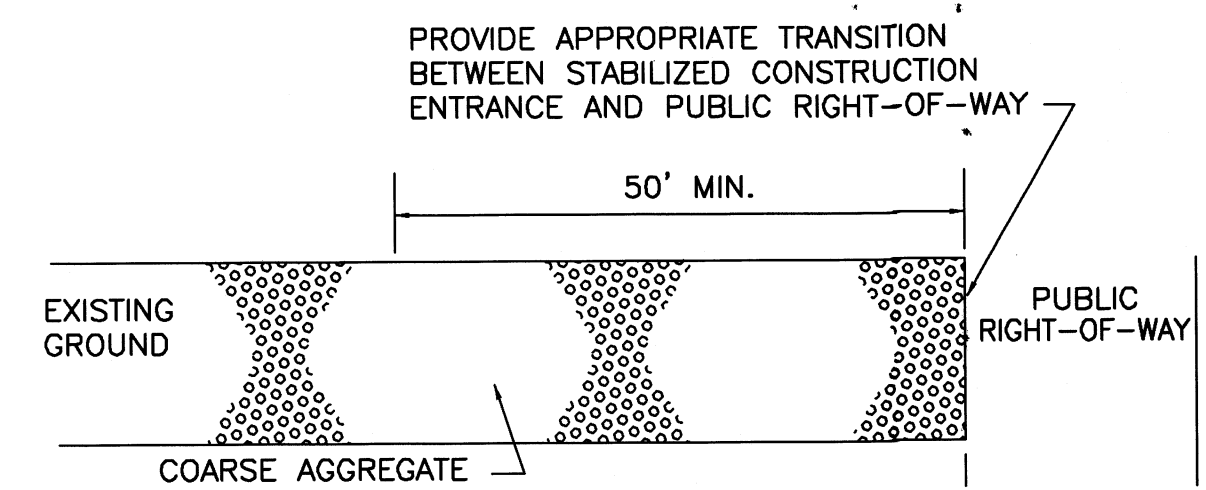
STRAW BALE DROP INLET PROTECTION BARRIER



SECTION C



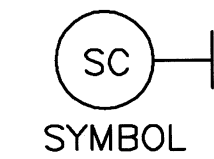
PROFILE



PLAN VIEW

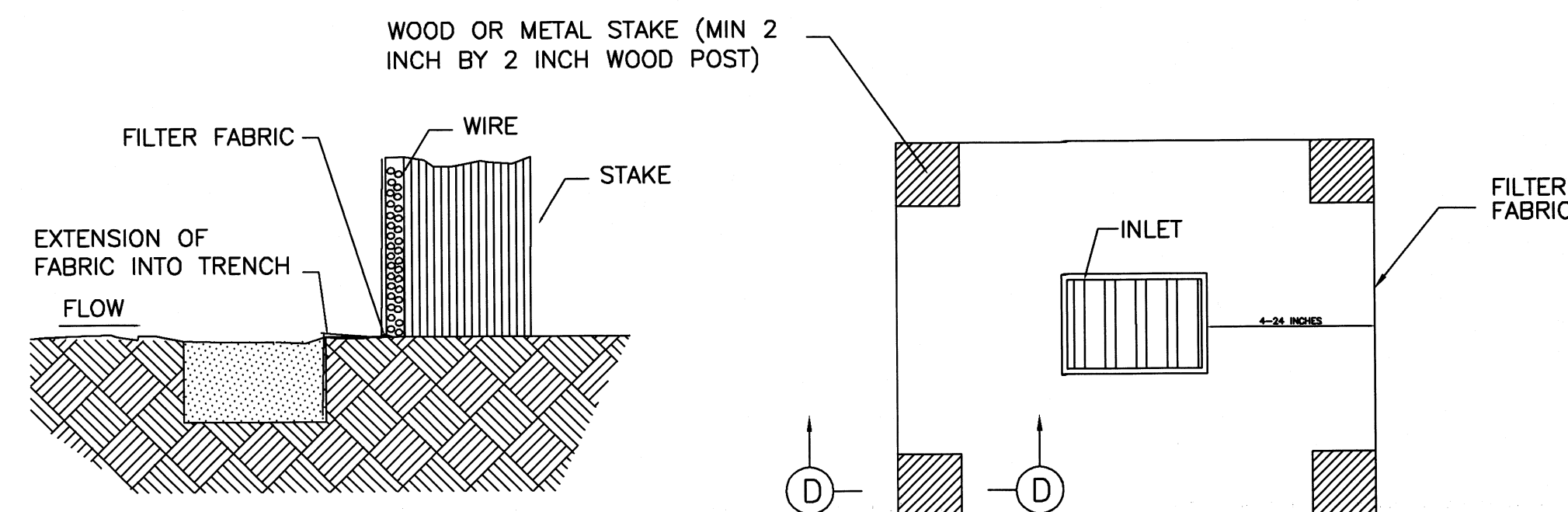
CONSTRUCTION NOTES:

- 1.- LENGTH SHALL BE AS SHOWN ON THE CONSTRUCTION DRAWINGS, BUT NOT LESS THAN 50 FEET.
- 2.- THICKNESS SHALL BE NOT LESS THAN 8 INCHES.
- 3.- WIDTH SHALL BE NOT LESS THAN FULL WIDTH OF ALL POINTS OF INGRESS OR EGRESS.
- 4.- STABILIZATION FOR OTHER AREAS HAVE THE SAME AGGREGATE THICKNESS AND WIDTH REQUIREMENTS AS THE STABILIZED CONSTRUCTION EXIT, UNLESS OTHERWISE SHOWN ON THE CONSTRUCTION DRAWINGS.
- 5.- STABILIZED AREA MAY BE WIDENED OF LENGTHENED TO ACCOMMODATE A TRUCK WASHING AREA. AN OUTLET SEDIMENT TRAP MUST BE PROVIDED FOR THE TRUCK WASHING AREA.
- 6.- SEE STANDARD SPECIFICATION FOR STABILIZED CONSTRUCTION EXIT.
- 7.- STABILIZED CONSTRUCTION EXIT SHALL BE MAINTAINED FREE OF SEDIMENT FOR THE DURATION OF THE PROJECT.



SYMBOL

STABILIZED CONSTRUCTION EXIT



SECTION D
SILT FENCE INLET PROTECTION BARRIER

CONSTRUCTION NOTE:

- 1.- SEE CONSTRUCTION NOTES FOR RFB.

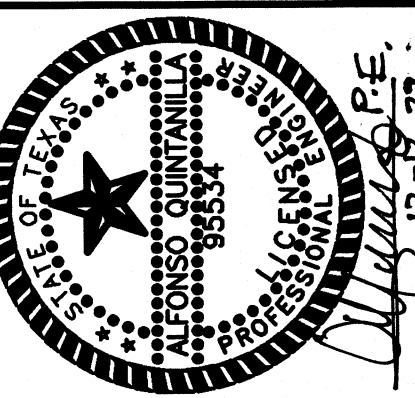
PRINCIPAL CONTACTS:

Name	Address	City & Zip	Phone
RCI DEVELOPMENT-WISCONSIN, LTD.	P.O. BOX 2107	McALLEN, TEXAS 78505	(956)607-3502
OWNER: BY, TIM GEARHART, MEMBER		EDINBURG, TX 78539	(956)381-6480
ENGINEER: ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381-6480
SURVEYOR: ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381-6480

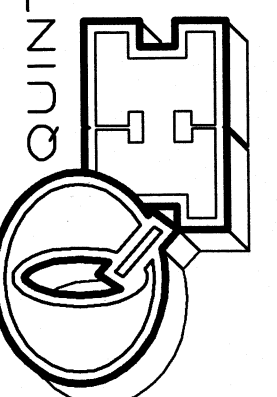
DATE PREPARED	DATE REVISION	DATE REVISION	DATE REVISION	DATE REVISION	DATE REVISION	DATE REVISION	DATE REVISION	DATE REVISION	DATE REVISION
8-31-2023	8-31-2023	8-31-2023	8-31-2023	8-31-2023	8-31-2023	8-31-2023	8-31-2023	8-31-2023	8-31-2023
DATE PREPARED	DATE REVISION	DATE REVISION	DATE REVISION	DATE REVISION	DATE REVISION	DATE REVISION	DATE REVISION	DATE REVISION	DATE REVISION
DATE PREPARED	DATE REVISION	DATE REVISION	DATE REVISION	DATE REVISION	DATE REVISION	DATE REVISION	DATE REVISION	DATE REVISION	DATE REVISION

JOB NO.	DATE	REVISION	SCALE	DRAWN BY	SHEET
01-20-2021	01-20-2021	1"	1"=100'	M. GONZALEZ	

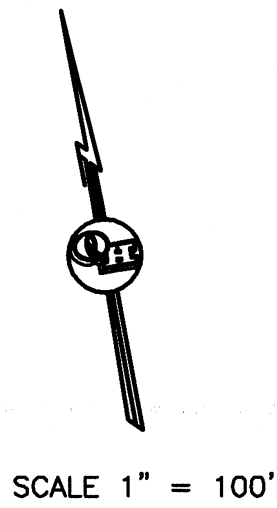
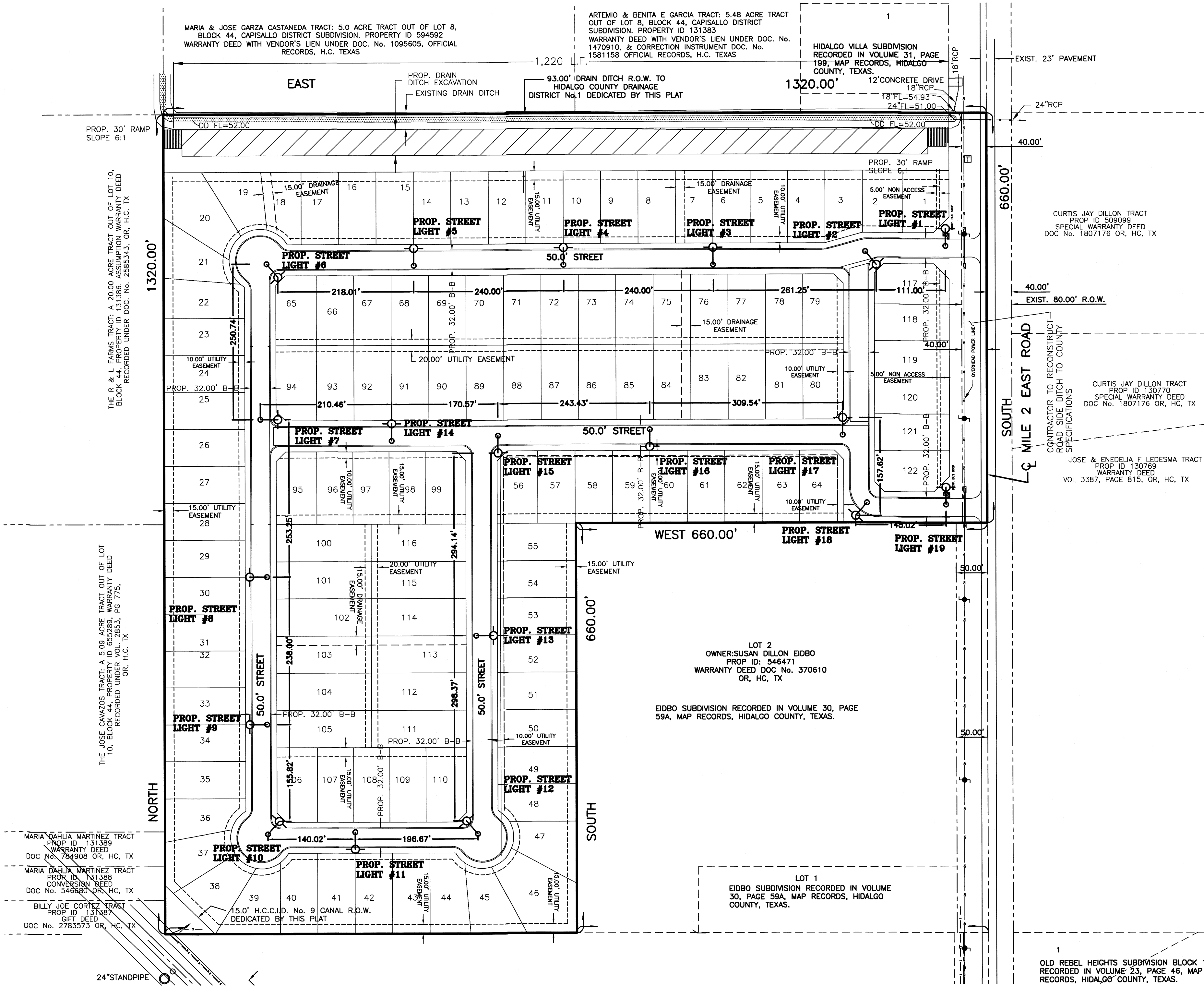
MILE 2 EAST MEADOWS &
POLLUTION PREVENTION &
EROSION CONTROL PLAN



QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
PHONE 956-381-6480
FAX 956-381-0827
ALFONSO@QHA-ENG.COM
REGISTRATION NUMBER F-1513



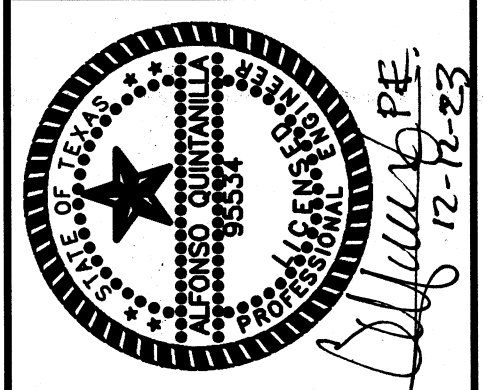
PRELIMINARY SUBDIVISION PLAT OF:
MILE 2 EAST MEADOWS



- LEGEND**
- ⊕ = FIRE HYDRANT
 - = GUY WIRE
 - ⚡ = POWER POLE
 - Ⓜ = MAILBOX
 - Ⓢ = WATER METER
 - Ⓢ = WATER VALVE
 - = SIGN
 - = SERVICE POLE
 - ☒ = TEL BOX
 - ☐ = ELECT BOX
 - ⊕ = GAS METER
 - ⊙ = GAS MARKER
 - ⊙ = GAS VALVE
 - = TRANSMISSION POLE
 - ⊕ = TRAFFIC CONTROL BOX
 - ⊕ = GAS SERVICE
 - ⊕ = REINFORCED ROUGHSET GASKET CONCRETE PIPE

JOB NO.	11-6-2023
DATE	11-6-2023
REVISION	1"=100'
SCALE	ALEX Q
DRAWN BY	
SHEET	

**MILE 2 EAST MEADOWS
STREET LIGHT LAYOUT**

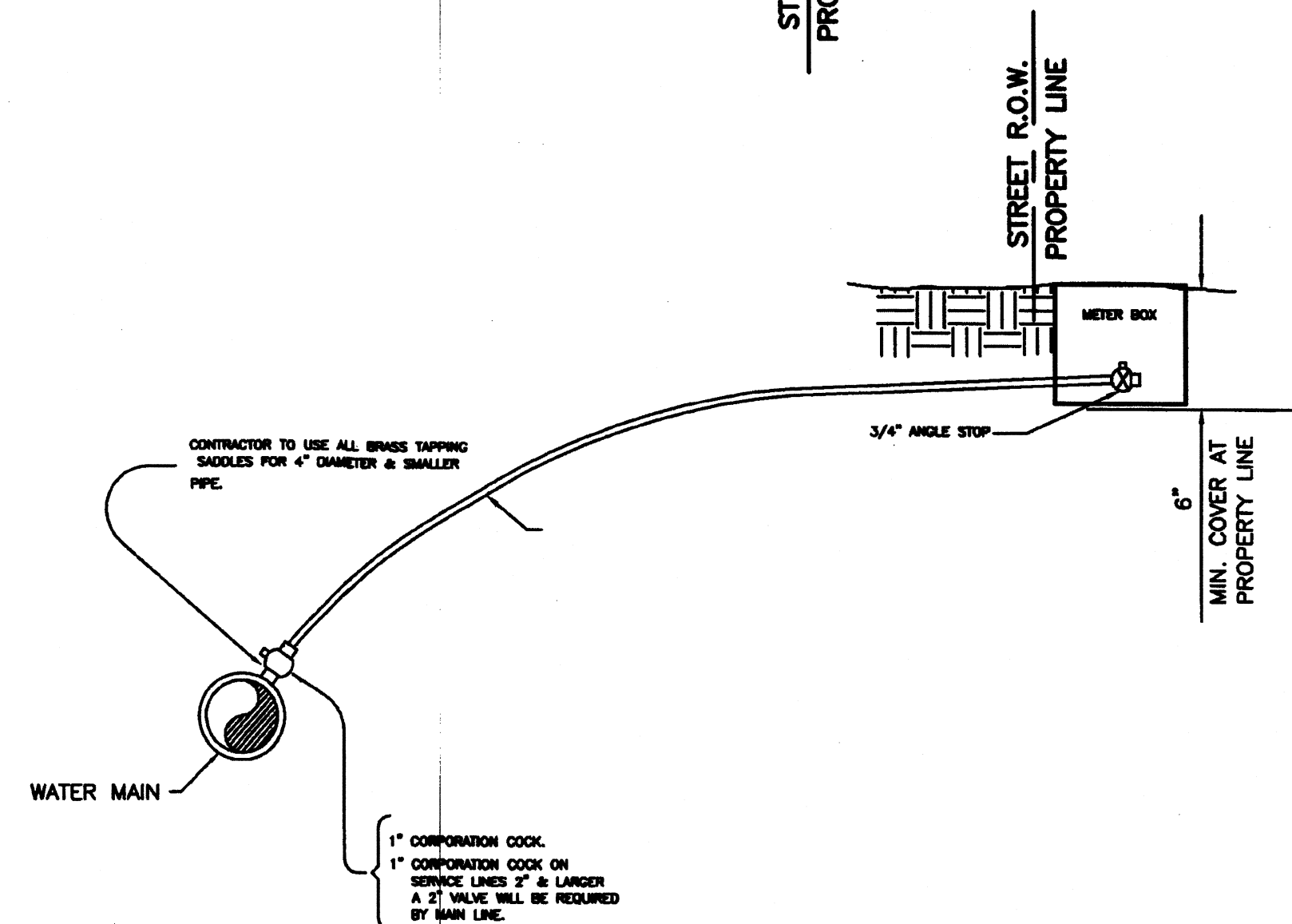
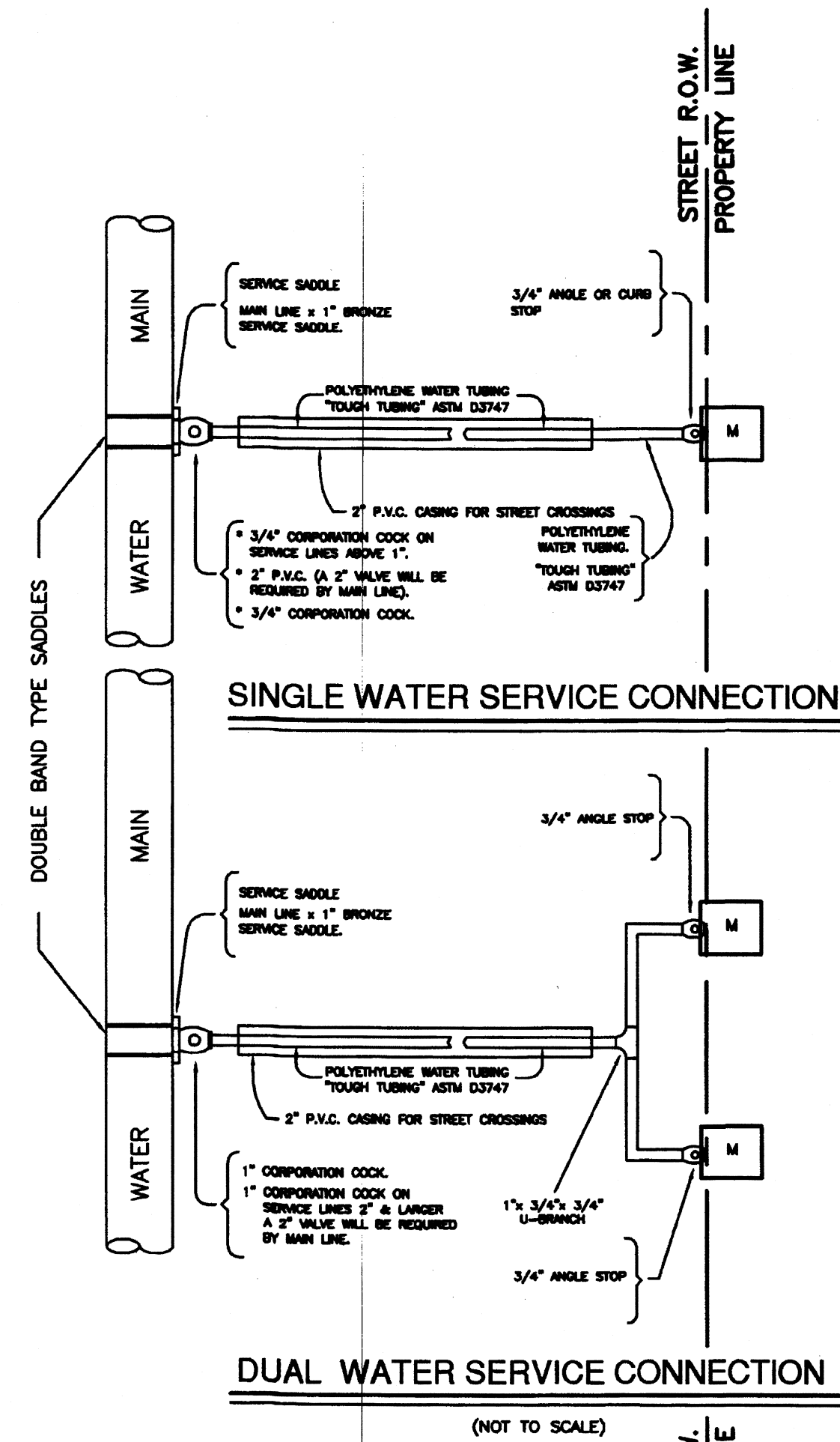
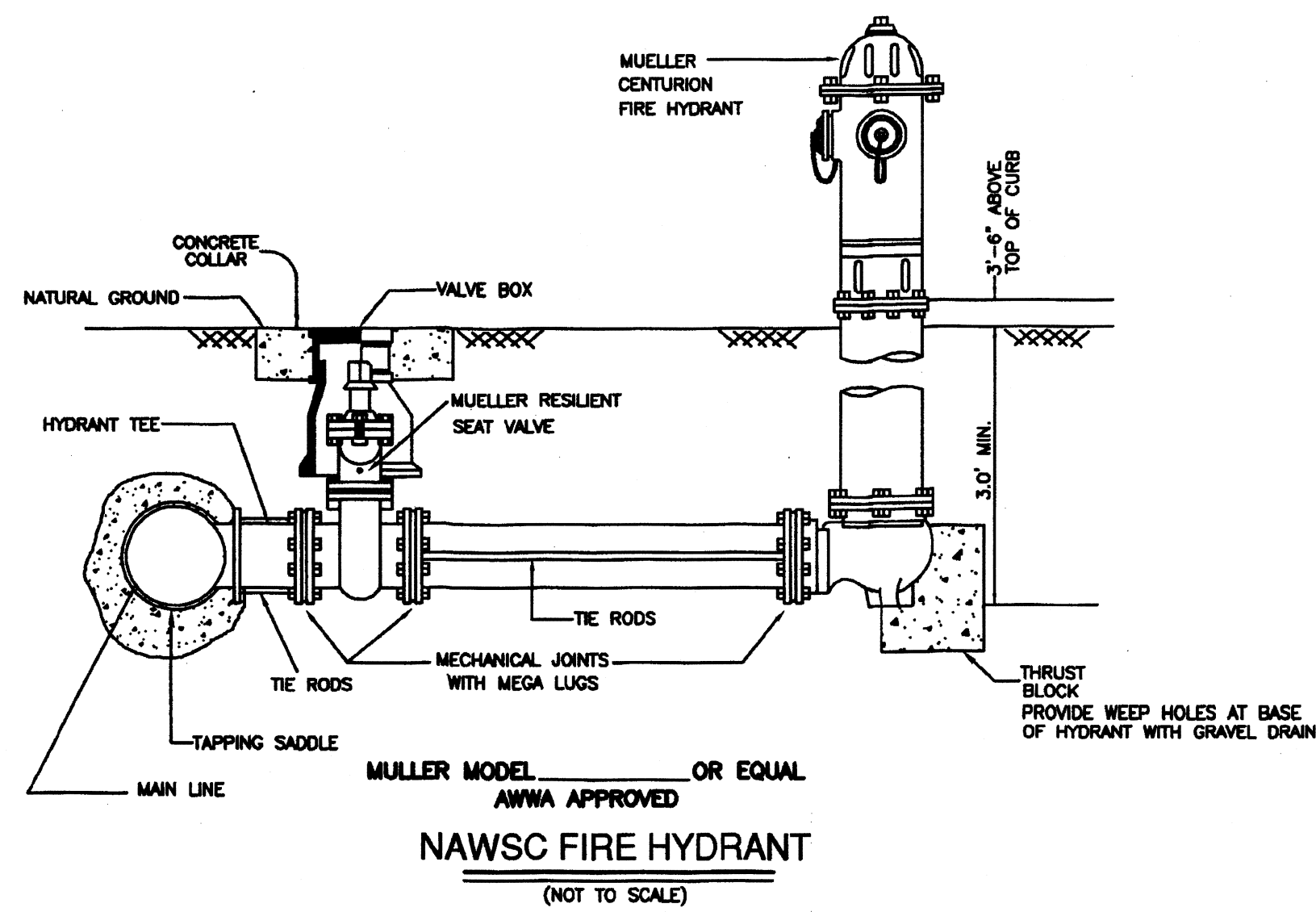
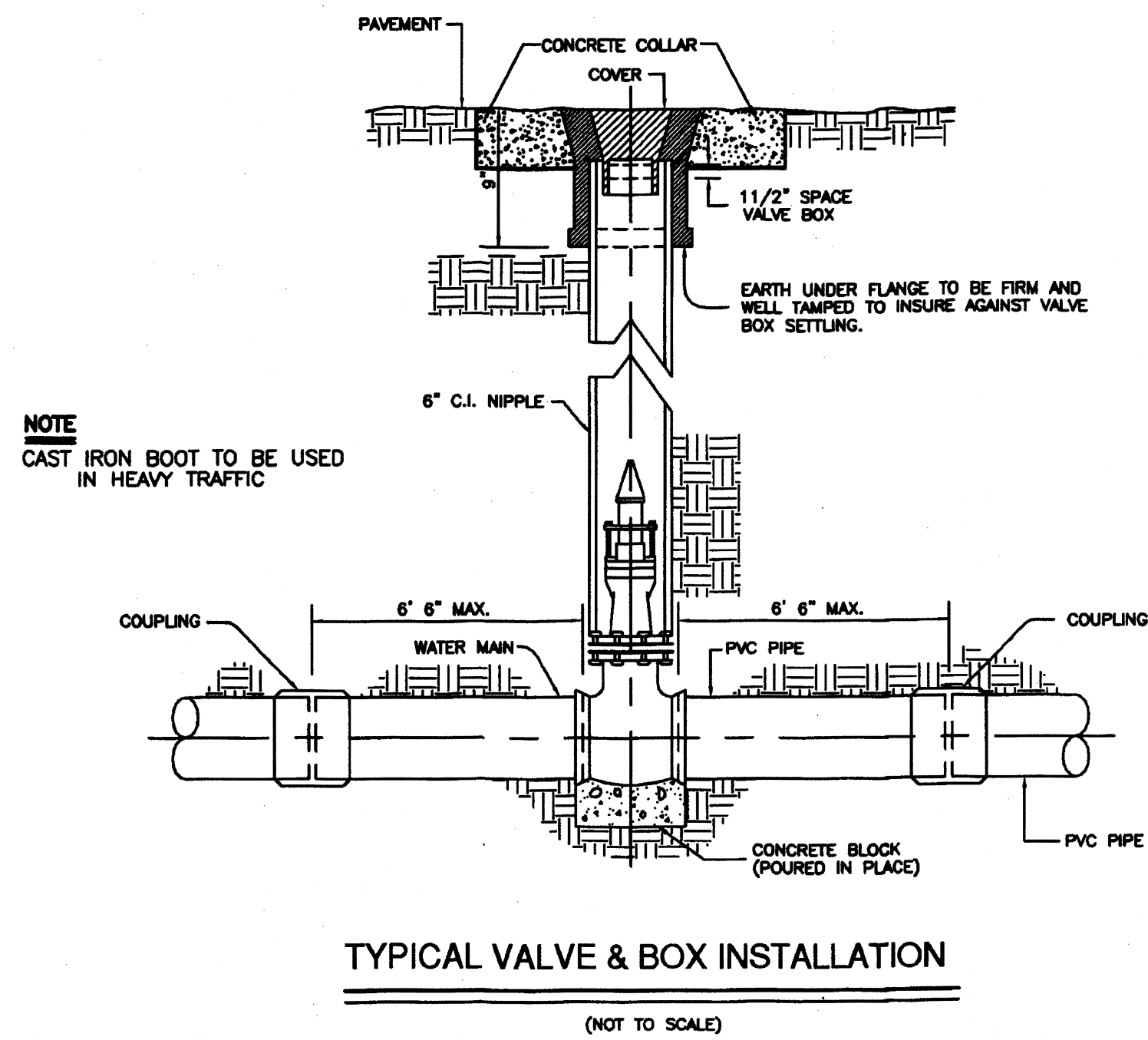


QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
SURVEYING REGISTRATION NUMBER 100411-00

LAND SURVEYORS
PHONE 956-381-6480
FAX 956-381-0527
ALFONSO@QHA-ENG.COM

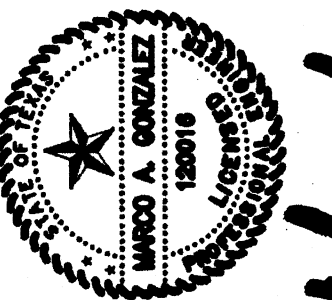
PRINCIPAL CONTACTS:				City & Zip				Phone			
Name				Address				City & Zip			
RCI DEVELOPMENT-WISCONSIN, LTD.				P.O. BOX 2107				McALLEN, TEXAS 78505			
BY: TIM GEARHART, MEMBER				124 E. STUBBS				EDINBURG, TX 78539			
ENGINEER: ALFONSO QUINTANILLA				124 E. STUBBS				EDINBURG, TX 78539			
SURVEYOR: ALFONSO QUINTANILLA											

Z:\data\SUBDIVISIONS\Mercados\MILE 2 EAST MEADOWS\ST LIGHT LAYOUT			
DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
11-6-2023	ALEX Q		
DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY



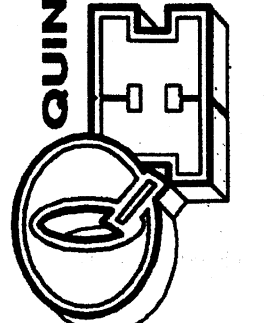
JOB NO. 9-03-01
DATE
REVISIONS
DRAWN BY

NORTH ALAMO WATER SUPPLY DETAIL SHEET



MA 8-16-16

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78239
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FAX 956-381-0527
OFFICE@QHAENGINEERING.COM
SURVEYING REGISTRATION NUMBER 100411-00



Heidelberg

Mile 2 East Meadows



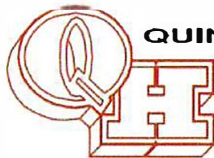
North Valley Village



Quintanilla, Headley & Associates, Inc.

Hidalgo County Drainage District No. 1 Drainage Report Mile 2 East Meadows Hidalgo County, Texas

Prepared By:



QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

Consulting Engineers ★ Land Surveyors

Alfonso Quintanilla, P.E. # 95534 - R.P.L.S. # 4856

Eulalio Ramirez, P.E. # 77062

Engineering Firm Registration No. F-1513

Surveying Firm Registration No. 100411-00

124 E. Stubbs St. Edinburg, Texas 78539

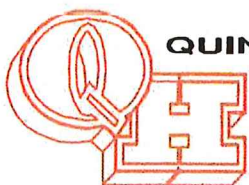
Phone: (956) 381-6480 Fax: (956) 381-0527

Email: alfonsoq@qha-eng.com

October 18, 2023



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QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

Consulting Engineers ★ Land Surveyors

Alfonso Quintanilla, P.E. # 95534 R.P.L.S #4856 Eulalio Ramirez, P.E. # 77062

Engineering Firm Registration No. F-1513

Surveying Firm Registration No. 100411-00

Municipal & County Projects ★ Subdivisions ★ Surveys

**DRAINAGE REPORT
FOR
MILE 2 EAST MEADOWS**

Mile 2 East Meadows is a 30.00 acre tract of land being a part or portion of Lot 9, Block 44, Capisallo District Subdivision, Hidalgo County, Texas, according to the plat or map thereof recorded in Volume "P", Pages 226 and 227, Deed Records Hidalgo County, Texas, and according to Gift Deed recorded under County Clerk's Document Number 2924181 and Correction Gift Deed recorded under County Clerk's Document Number 3377933, Official Records, Hidalgo County, Texas. It is located on the west side of Mile 2 East Road (F.M. 1425) 1,980.00 feet north of Mile 9 North Road and is located in the rural part of Hidalgo County. The proposed subdivision will consist of 122 single family lots.

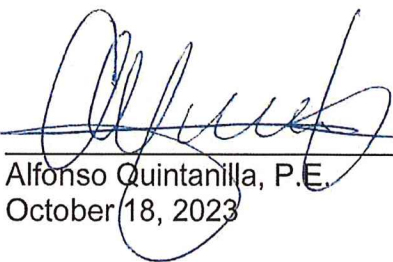
The tract is Zone "X" (shaded), areas of 500- year flood; areas of 100 years flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and area protected by levees from 100-years flood; as per FEMA Flood Insurance Rate Map, Community Panel No. 480334 0450 C, dated on June 6, 2000 with LOMR dated May 30, 2002.

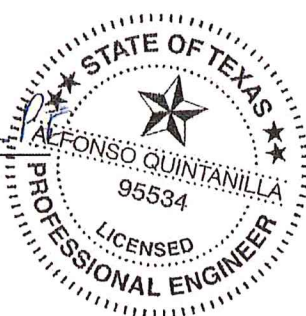
The majority of the soil is Hidalgo (28), Mercedes (39) and Raymondville (52) and is in soil group "B" & "D". It is sandy clay loam (SC), clay loam (CL), and clay (CH). This soil is well drained. Permeability is moderate. Plasticity Index has a range of 11-49. See attached Soil Survey of Hidalgo County, Texas tables.

Presently, the site has very minimal runoff in a northeasterly direction with an approximate 0.5% slope. The proposed subdivision is $Q = 18.41$ cubic feet per second based on a 10-year storm.

After development the runoff will be $Q = 85.92$ cubic feet per second based on a 50-year storm for an increase of $Q = 67.51$ cubic feet per second. Detention will be 186,463.95 cubic feet (4.28-acre feet). It will be accomplished by excavating the 93.00' Hidalgo County Drainage District No. 1 Drain Ditch Right of Way that is being dedicated by this plat along the north side of this subdivision. The street runoff will be collected by a storm sewer system consisting of 18", 24", 30" and 36" pipes and Type "A" Inlets that will discharge into the existing drain ditch.

The drainage calculations are attached.


Alfonso Quintanilla, P.E.
October 18, 2023



☐ REJECTED	
☒ APPROVED FOR SUBMITTAL	
☒ TO H.C. PLANNING DEPT.	
☐ TO CITY	
☒ DISCHARGE PERMIT REQUIRED	
☒ DISTRICT FACILITY	
☐ CITY FACILITY	
☐ OTHER	
H.C.D.D. NO. 1	DATE 10-27-23

EXISTING :

Area = 30.000 acres
 V = 0.15
 D = 800.00 Ft
 c = 0.25 (85% Class D Soil)

$$t = D / V(3600)$$

$$t = 1.48 \text{ Hrs} = 88.89 \text{ min}$$

From Rainfall Intensity Curve: $i = 2.45$

$$Q = ciA$$

$$Q = 18.41 \text{ cfs}$$

FUTURE:

Area = 30.000 Acres
 V = 0.40
 D = 800.00 Ft
 c = 0.480

$$t = D / V(3600)$$

$$t = 0.56 \text{ Hrs} = 33.33 \text{ min}$$

From Rainfall Intensity Curve: $i = 5.97$

$$Q = ciA$$

$$Q = 85.92 \text{ cfs}$$



Time		150yr	Q50yr in	V in	Q10yr out	V out	Req'd V	Req'd V
min	hr	in/hr	cf/s	cf	cf/s	cf	cf	ac-ft
15.00	0.250	9.10	131.08	117968	18.41	26697	91270.17	2.095
30.00	0.500	6.34	91.33	164399	18.41	34983	129416.16	2.971
45.00	0.750	4.98	71.65	193462	18.41	43268	150194.01	3.448
60.00	1.000	4.14	59.67	214813	18.41	51554	163259.56	3.748
75.00	1.250	3.58	51.52	231820	18.41	59839	171981.38	3.948
90.00	1.500	3.16	45.56	246039	18.41	68124	177914.85	4.084
105.00	1.750	2.85	41.00	258313	18.41	76410	181903.35	4.176
120.00	2.000	2.60	37.38	269150	18.41	84695	184455.04	4.235
135.00	2.250	2.39	34.43	278880	18.41	92980	185899.77	4.268
150.00	2.500	2.22	31.97	287730	18.41	101266	186463.95	4.281
165.00	2.750	2.08	29.88	295861	18.41	109551	186309.83	4.277
180.00	3.000	1.95	28.09	303394	18.41	117837	185557.75	4.260
195.00	3.250	1.84	26.53	310422	18.41	126122	184299.50	4.231
210.00	3.500	1.75	25.16	317014	18.41	134407	182606.77	4.192
225.00	3.750	1.66	23.94	323229	18.41	142693	180536.63	4.145
240.00	4.000	1.59	22.86	329114	18.41	150978	178135.33	4.089
255.00	4.250	1.52	21.88	334704	18.41	159264	175440.86	4.028
270.00	4.500	1.46	20.99	340034	18.41	167549	172484.83	3.960
285.00	4.750	1.40	20.18	345128	18.41	175834	169293.86	3.886
300.00	5.000	1.35	19.45	350010	18.41	184120	165890.58	3.808
360.00	6.000	1.18	17.03	367767	18.41	217261	150505.46	3.455
420.00	7.000	1.06	15.21	383298	18.41	250403	132894.79	3.051
480.00	8.000	0.96	13.79	397159	18.41	283544	113615.02	2.608
540.00	9.000	0.88	12.65	409718	18.41	316686	93031.60	2.136
600.00	10.000	0.81	11.70	421226	18.41	349827	71398.40	1.639
660.00	11.000	0.76	10.91	431868	18.41	382969	48899.44	1.123
720.00	12.000	0.71	10.23	441783	18.41	416111	25672.73	0.589
780.00	13.000	0.67	9.64	451077	18.41	449252	1824.62	0.042
840.00	14.000	0.63	9.12	459833	18.41	482394	-22561.07	-0.518
900.00	15.000	0.60	8.67	468118	18.41	515535	-47417.00	-1.089
960.00	16.000	0.57	8.26	475989	18.41	548677	-72688.18	-1.669

PEAK

Peak Volume= 186463.95 cf (50 years storm)
 4.28 AC-FT

HCDD1 Runoff Coefficients - Urban Watersheds

	C value	Description
Pervious	0.20	Soil Group B
Impervious	0.90	Roof / Driveway

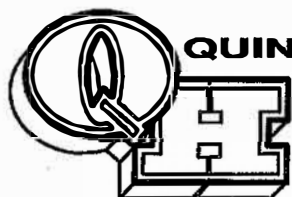
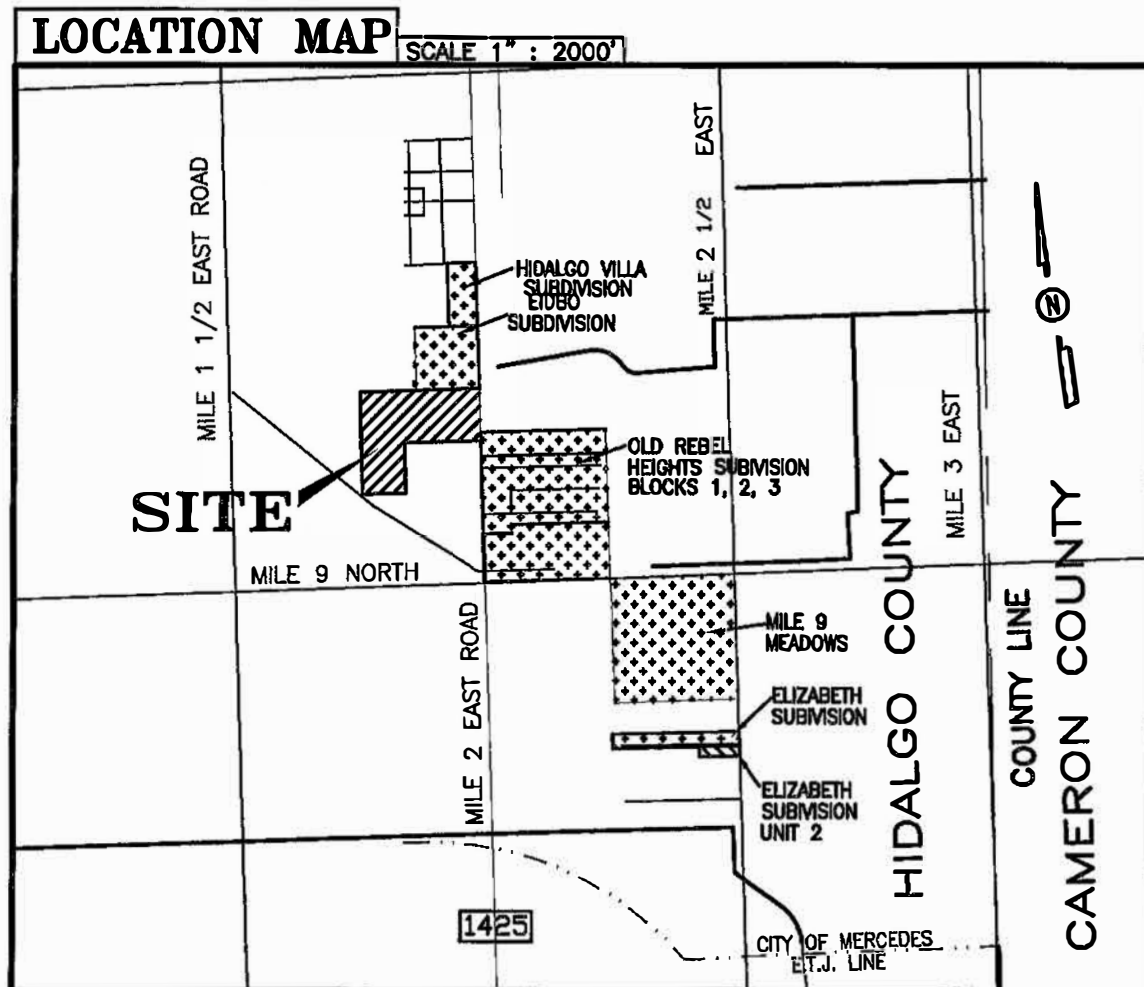
HC Unimproved Areas	
Soil Group	C value
A	0.10 - 0.15
B	0.15 - 0.20
C	0.20 - 0.25
D	0.25 - 0.35

Hidalgo County Typical "C" Value		
% Impervious	Weighted C	Description
10%	0.27	Single Family (Lots Greater than 1 acre)
20%	0.34	Single Family (Lots 1/2 to 1 acre)
30%	0.41	Single Family (Lots 1/4 to 1/2 acre)
40%	0.48	Single Family (Lots less than 1/4 acre)
50%	0.55	Multi-Family (Lots greater than 1/3 acre)
60%	0.62	Multi-Family (Lots less than 1/3 acre)
70%	0.69	Multi-Family Attached / Apartment dwelling
80%	0.76	Commercial / Industrial Lots
90%	0.83	Maximized for Commercial without Site Plan

RAINFALL INTENSITY FOR HIDALGO COUNTY

TIME	10 YEAR	50 YEAR	TIME	10 YEAR	50 YEAR	TIME	10 YEAR	50 YEAR
(Min)	(In/Hr)	(In/Hr)	(Min)	(In/Hr)	(In/Hr)	(Min)	(In/Hr)	(In/Hr)
1	14.283	17.386	31	4.913	6.224	61	3.184	4.099
2	13.28	16.210	32	4.820	6.111	62	3.149	4.056
3	12.425	15.204	33	4.731	6.002	63	3.115	4.014
4	11.687	14.333	34	4.646	5.897	64	3.082	3.973
5	11.041	13.570	35	4.584	5.797	65	3.050	3.933
6	10.472	12.895	36	4.485	5.701	66	3.018	3.894
7	9.965	12.294	37	4.409	5.608	67	2.987	3.856
8	9.512	11.755	38	4.337	5.519	68	2.957	3.818
9	9.102	11.268	39	4.266	5.433	69	2.928	3.781
10	8.731	10.825	40	4.199	5.350	70	2.890	3.745
11	8.393	10.421	41	4.134	5.270	71	2.871	3.710
12	8.084	10.051	42	4.071	5.193	72	2.843	3.676
13	7.799	9.710	43	4.010	5.118	73	2.818	3.642
14	7.536	9.395	44	3.951	5.046	74	2.700	3.610
15	7.293	9.102	45	3.894	4.976	75	2.784	3.577
16	7.068	8.831	46	3.839	4.908	76	2.730	3.546
17	6.856	8.577	47	3.786	4.843	77	2.714	3.515
18	6.659	8.340	48	3.734	4.779	78	2.890	3.485
19	6.474	8.117	49	7.684	4.717	79	2.666	3.455
20	8.301	7.908	50	3.636	4.658	80	2.643	3.426
21	8.138	7.711	51	3.589	4.600	81	2.620	3.398
22	5.985	7.525	52	3.543	4.543	82	2.598	3.370
23	5.839	7.349	53	3.499	4.488	83	2.576	3.342
24	5.702	7.183	54	3.455	4.435	84	2.554	3.315
25	5.572	7.025	55	3.413	4.383	85	2.533	3.289
26	5.448	6.875	56	3.373	4.333	90	2.434	3.164
27	5.331	6.732	57	3.333	4.284	100	2.258	2.944
28	5.219	6.596	58	3.294	4.236	120	1.981	2.596
29	5.112	6.467	59	3.257	4.189	180	1.473	1.951
30	5.011	6.343	60	3.220	4.144	210	1.313	1.747

MILE 2 EAST MEADOWS



QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

CONSULTING ENGINEERS

124 E. STUBBS ST.
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ENGINEERING REGISTRATION NUMBER F-1513
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ALFONSOQ@QHA-ENG.COM

NEIP

PANEL 0450 C

NATIONAL FLOOD INSURANCE PROGRAM

FIRM

FLOOD INSURANCE RATE MAP

**HIDALGO COUNTY,
TEXAS
(UNINCORPORATED AREAS)**

(SEE MAP INDEX FOR PANELS NOT PRINTED)

COMMUNITY-PANEL NUMBER

480334 0450 C

MAP REVISED:

JUNE 6, 2000



**REVISED TO
REFLECT LOMR
DATED MAY 30
2002**

Federal Emergency Management Agency

30, 20

LEGEND

SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100-YEAR FLOOD

- ZONE A** No base flood elevations determined.
- ZONE AE** Base flood elevations determined.
- ZONE AH** Flood depths of 1 to 3 feet (usually areas of ponding); base flood elevations determined.
- ZONE AO** Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined. For areas of alluvial fan flooding; velocities also determined.
- ZONE A99** To be protected from 100-year flood by Federal flood protection system under construction; no base flood elevations determined.
- ZONE V** Coastal flood with velocity hazard (wave action); no base flood elevations determined.
- ZONE VE** Coastal flood with velocity hazard (wave action); base flood elevations determined.

FLOODWAY AREAS IN ZONE AE

OTHER FLOOD AREAS

- ZONE X** Areas of 500-year flood; areas of 100-year flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and area protected by levees from 100-year flood.

OTHER AREAS

- ZONE X** Areas determined to be outside 500-year floodplain.
- ZONE D** Areas in which flood hazards are undetermined.

UNDEVELOPED COASTAL BARRIERS



Coastal barrier areas are normally located within or adjacent to special flood hazard areas.

- Floodplain Boundary
- Floodway Boundary
- Zone D Boundary
- Boundary Dividing Special Flood Hazard Zones, and Boundary Dividing Areas of Different Coastal Base Flood Elevations Within Special Flood Hazard Zones.

Base Flood Elevation line; Elevation in Feet *

cross Section Line
Base Flood Elevation in Feet Where Uniform Within Zone *

RM 7_x Elevation Bench Mark (See notes below)

• M1.5 River Mile

*Referenced to the National Geodetic Vertical Datum of 1929

NOTES

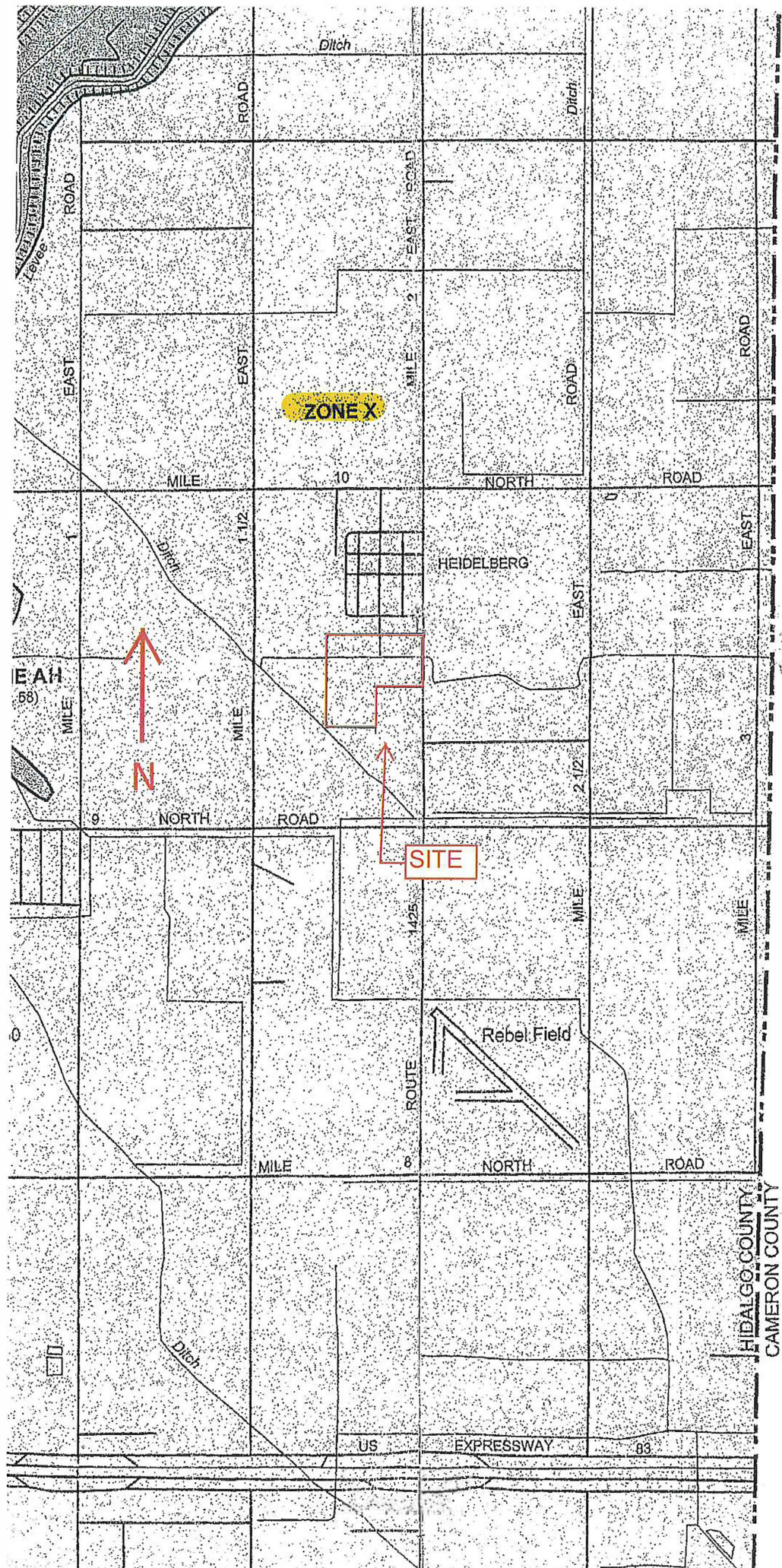
This map is for use in administering the National Flood Insurance Program; it does not necessarily identify all areas subject to flooding, particularly from local drainage sources of small size, or all planimetric features outside Special Flood Hazard Areas. The community map repository should be consulted for more detailed data on BFEs, and for any information on floodway delineations, prior to use of this map for property purchase or construction purposes.

Areas of Special Flood Hazard (100-year flood) include Zones A, AE, A1-A30, AH, AO, A99, V, VE and V1-V30.

Certain areas not in Special Flood Hazard Areas may be protected by flood control structures.

Boundaries of the floodways were computed at cross sections and interpolated between cross sections. The floodways were based on hydraulic considerations with regard to requirements of the Federal Emergency Management Agency.

Floodway widths in some areas may be too narrow to show to scale. Refer to Floodway



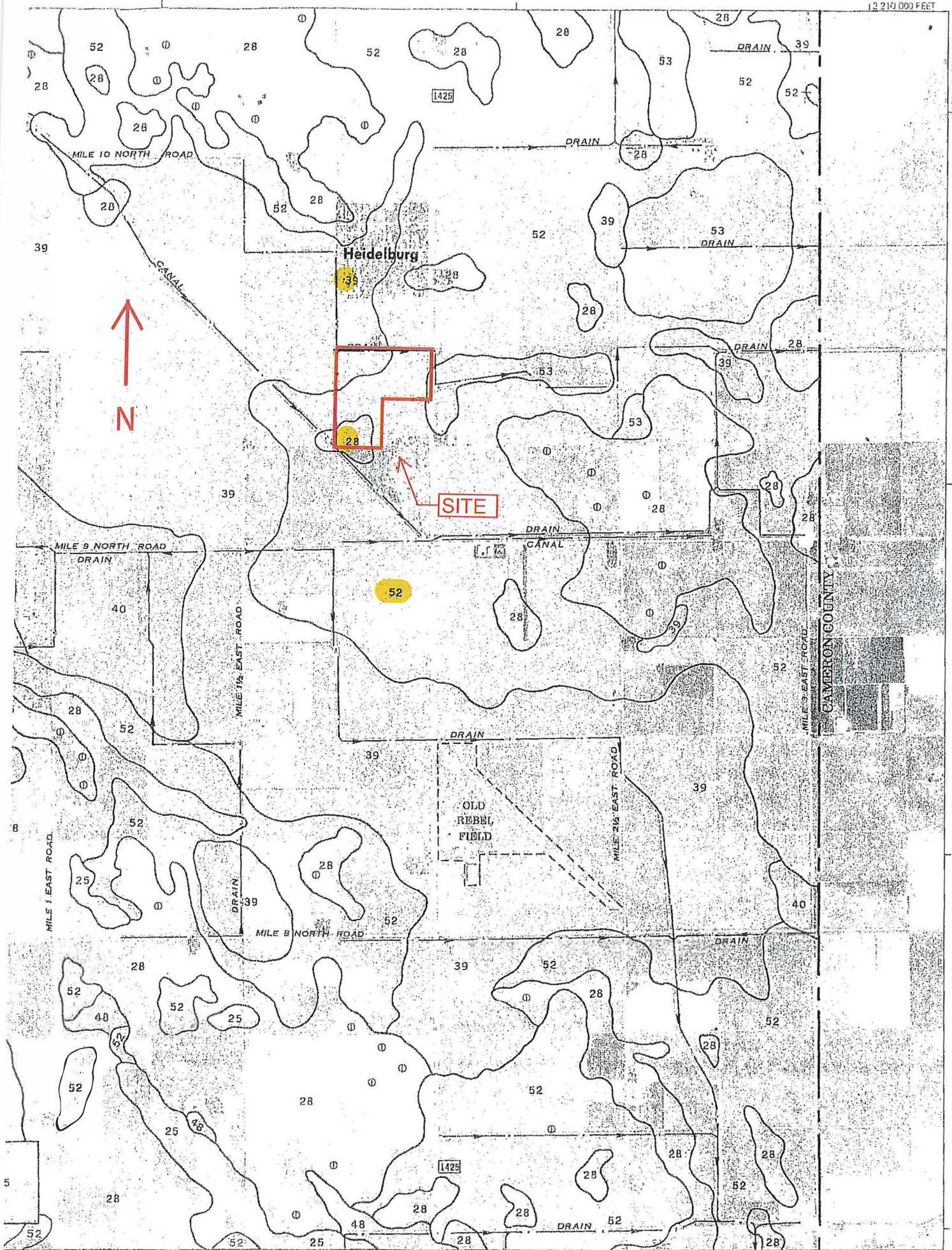


TABLE 16.--ENGINEERING INDEX PROPERTIES--Continued

Map symbol and soil name	Depth In	USDA texture	Classification		Percentage passing sieve number--				Liquid limit Pct	Plas- ticity index
			Unified	AASHTO	4	10	40	200		
13:*										
Randado-----	0-9	Fine sandy loam	SM, SM-SC	A-2-4	75-100	70-100	70-100	20-35	<25	NP-7
	9-16	Fine sandy loam, sandy clay loam.	SC, SM-SC, GC	A-2-4, A-2-6, A-4, A-6	65-100	60-100	60-100	25-50	25-34	7-14
	16-60	Cemented-----	---	---	---	---	---	---	---	---
14-----	0-80	Fine sand-----	SP-SM, SM	A-2-4, A-3	100	100	75-100	5-25	<25	NP-3
15-----	0-7	Clay-----	CL, CH	A-7-6	100	100	100	90-100	41-55	20-30
Grulla	7-65	Silty clay, clay	CH	A-7-6	100	100	100	90-100	52-66	28-39
16, 17, 18-----	0-18	Fine sandy loam	SC, SM-SC, SM	A-2-4	100	95-100	95-100	17-35	<30	NP-8
Hargill	18-63	Sandy clay loam	SC, CL	A-6	100	95-100	95-100	40-55	30-40	11-20
	63-80	Sandy clay loam	SC	A-2-4, A-2-6, A-4, A-6	85-100	80-100	75-100	34-50	28-39	9-18
19, 20-----	0-8	Clay-----	CH	A-7-6	100	100	100	90-100	51-85	32-60
Harlingen	8-35	Clay-----	CH	A-7-6	100	100	100	95-100	65-85	50-65
	35-72	Clay-----	CH	A-7-6	100	100	100	95-100	65-85	50-65
21:*										
Harlingen-----	0-8	Clay-----	CH	A-7-6	100	100	100	90-100	51-85	32-60
	8-35	Clay-----	CH	A-7-6	100	100	100	95-100	65-85	50-65
	35-72	Clay-----	CH	A-7-6	100	100	100	95-100	65-85	50-65
Urban land.										
22, 23, 24-----	0-17	Sandy loam-----	SM	A-2-4	100	100	75-100	13-24	<25	NP-4
Hebbronville	17-58	Fine sandy loam, loam.	SM, SM-SC	A-2-4	100	100	90-100	20-30	<30	NP-7
	58-65	Fine sandy loam, loam.	SM-SC, SC	A-2-4, A-4, A-2-6, A-6	95-100	90-100	90-100	20-40	20-30	4-13
25, 26, 27-----	0-17	Fine sandy loam	SC, SM-SC	A-4, A-6	100	95-100	90-100	36-50	20-30	4-11
Hidalgo	17-28	Sandy clay loam, clay loam.	SC, CL	A-6	100	95-100	90-100	36-80	30-40	11-20
	28-80	Clay loam, sandy clay loam.	CL, SC	A-6, A-7-6	90-100	80-100	75-99	44-80	30-44	11-23
28, 29, 30-----	0-17	Sandy clay loam	SC, CL	A-6	100	95-100	90-100	36-55	29-40	11-20
Hidalgo	17-28	Sandy clay loam, clay loam.	SC, CL	A-6	100	95-100	90-100	36-80	30-40	11-20
	28-80	Clay loam, sandy clay loam.	CL, SC	A-6, A-7-6	90-100	80-100	75-99	44-80	30-44	11-23
31:*										
Hidalgo-----	0-17	Sandy clay loam	SC, CL	A-6	100	95-100	90-100	36-50	29-40	11-20
	17-28	Sandy clay loam, clay loam.	SC, CL	A-6	100	95-100	90-100	36-80	30-40	11-20
	28-80	Clay loam, sandy clay loam.	CL, SC	A-6, A-7-6	90-100	80-100	75-99	44-80	30-44	11-23
Urban land.										

See footnote at end of table.

TABLE 16.--ENGINEERING INDEX PROPERTIES--Continued

Map symbol and soil name	Depth	USDA texture	Classification		Percentage passing sieve number--				Liquid limit	Plasticity index
			Unified	AASHTO	4	10	40	200		
	<u>In</u>								<u>Pct</u>	
32:* Jimenez-----	0-8	Very gravelly loam.	GC, GM-GC	A-1, A-2-4, A-2-6	30-58	15-40	15-35	15-30	22-35	5-15
	8-10	Cemented-----	---	---	---	---	---	---	---	---
	10-60	Variable-----	---	---	---	---	---	---	---	---
Quemado-----	0-6	Very gravelly sandy loam.	GM, GC, GM-GC	A-1, A-2	30-50	20-50	15-35	15-30	<25	NP-10
	6-12	Very gravelly sandy loam, very gravelly loam, very gravelly sandy clay loam.	GM, GC, GM-GC	A-1, A-2	30-50	20-50	15-35	15-30	18-28	2-10
	12-18	Cemented-----	---	---	---	---	---	---	---	---
	18-60	Variable-----	---	---	---	---	---	---	---	---
33----- Laredo	0-14	Silty clay loam	CL	A-6, A-7-6, A-4	100	100	90-100	85-100	28-44	9-22
	14-65	Silty clay loam, silt loam, very fine sandy loam.	CL	A-6, A-7-6, A-4	100	95-100	90-100	70-95	28-43	9-21
34----- Matamoros	0-65	Silty clay, stratified silt loam to clay.	CH	A-7-6	100	100	100	95-100	51-65	30-41
35, 36, 37----- McAllen	0-14	Fine sandy loam	CL, SC, CL-ML, SM-SC	A-4, A-6	100	100	95-100	36-55	21-30	4-11
	14-72	Sandy clay loam, clay loam, fine sandy loam.	CL, SC	A-6	95-100	90-100	85-100	45-70	28-40	11-20
38----- McAllen	0-14	Sandy clay loam	CL, SC	A-6	100	100	95-100	36-55	29-40	11-20
	14-72	Sandy clay loam, clay loam, fine sandy loam.	CL, SC	A-6	95-100	90-100	85-100	45-70	28-40	11-20
39, 40, 41----- Mercedes	0-19	Clay-----	CH	A-7-6	85-100	80-100	80-100	75-95	55-76	32-49
	19-57	Clay-----	CH, CL-CH	A-7-6	85-100	80-100	80-100	75-95	50-76	32-49
	57-65	Clay-----	CH, CL	A-7-6	85-100	80-100	80-100	75-95	48-76	32-49
42----- Nueces	0-29	Fine sand-----	SP-SM, SM, SM-SC	A-2-4, A-3	100	95-100	90-100	8-35	<25	NP-6
	29-72	Sandy clay loam, sandy loam.	SC	A-2-6, A-6	90-100	90-100	80-100	20-50	25-40	11-20
43:* Nueces-----	0-29	Fine sand-----	SP-SM, SM, SM-SC	A-2-4, A-3	100	95-100	90-100	8-35	<25	NP-6
	29-72	Sandy clay loam, sandy loam.	SC	A-2-6, A-6	90-100	90-100	80-100	20-50	25-40	11-20
Sarita-----	0-48	Fine sand-----	SM-SC, SP-SM, SM	A-2-4, A-3	100	100	65-100	9-35	<25	NP-7
	48-80	Sandy clay loam, fine sandy loam.	SC	A-2-6, A-6	100	100	80-100	30-50	28-40	11-22
44----- Olmito	0-47	Silty clay-----	CH	A-7-6	100	100	100	90-100	51-70	28-44
	47-65	Silty clay, silty clay loam.	CH	A-7-6	95-100	90-100	85-100	85-100	51-70	28-44

See footnote at end of table.

TABLE 16.--ENGINEERING INDEX PROPERTIES--Continued

Map symbol and soil name	Depth In	USDA texture	Classification		Percentage passing sieve number--				Liquid limit Pct	Plas- ticity index
			Unified	AASHTO	4	10	40	200		
45,* 46,* 47.* Pits										
48, 49----- Racombes	0-13 13-49 49-72	Sandy clay loam Sandy clay loam, clay loam. Sandy clay loam, clay loam.	CL, SC CL, SC CL, SC	A-4, A-6 A-6, A-7 A-6	100 100 90-100	100 95-100 80-100	95-100 90-100 80-95	45-65 45-65 40-65	27-35 34-43 30-40	8-15 15-22 11-20
50----- Ramadero	0-21 21-65	Sandy clay loam Sandy clay loam, clay loam.	CL, SC CL, SC	A-6, A-4 A-6, A-7	100 100	100 95-100	95-100 90-100	45-65 45-65	27-39 32-42	9-18 13-21
51: * Randado-----	0-9 9-16 16-60	Fine sandy loam Fine sandy loam, sandy clay loam. Cemented-----	SM, SM-SC SC, SM-SC, GC ---	A-2-4 A-2-4, A-2-6, A-4, A-6 ---	75-100 65-100 ---	70-100 60-100 ---	70-100 60-100 ---	20-35 25-50 ---	<25 25-34 ---	NP-7 7-14 ---
Cuevitas-----	0-8 8-60	Fine sandy loam Cemented-----	SM, SM-SC, SC ---	A-2-4 ---	80-100 ---	80-100 ---	80-100 ---	20-35 ---	<28 ---	NP-9 ---
52, 53----- Raymondville	0-15 15-43 43-65	Clay loam----- Clay, clay loam Clay, clay loam	CL CL, CH CL, CH	A-6, A-7-6 A-6, A-7-6 A-7-6	100 100 100	100 95-100 85-100	95-100 95-100 80-100	51-85 75-95 75-95	37-50 38-55 40-53	18-30 19-35 20-30
54: * Raymondville----	0-15 15-43 43-65	Clay loam----- Clay, clay loam Clay, clay loam	CL CL, CH CL, CH	A-6, A-7-6 A-6, A-7-6 A-7-6	100 100 100	100 95-100 85-100	95-100 95-100 80-100	51-85 75-95 75-95	37-50 38-55 40-53	18-30 19-35 20-30
Urban land.										
55, 56----- Reynosa	0-15 15-48 48-65	Silty clay loam Silty clay loam, silt loam. Stratified silty clay loam to silt loam.	CL, CL-ML CL CL, CL-ML	A-6, A-4, A-7-6 A-6, A-4, A-7-6 A-6, A-4, A-7-6	100 100 100	100 100 100	95-100 95-100 90-100	80-100 80-100 70-100	25-45 28-44 20-49	7-25 9-23 4-29
57: * Reynosa-----	0-15 15-48 48-65	Silty clay loam Silty clay loam, silt loam. Stratified silty clay loam to silt loam.	CL, CL-ML CL CL, CL-ML	A-6, A-4, A-7-6 A-6, A-4, A-7-6 A-6, A-4, A-7-6	100 100 100	100 100 100	95-100 95-100 90-100	80-100 80-100 70-100	25-45 28-44 20-49	7-25 9-23 4-29
Urban land.										
58, 59----- Rio	0-12 12-38 38-63	Fine sandy loam Clay loam, clay Clay loam, sandy clay, sandy clay loam.	SC, SM-SC CL, CH CL	A-2-4, A-4 A-7-6 A-7-6	95-100 95-100 95-100	95-100 95-100 95-100	95-100 95-100 85-95	30-48 75-95 55-80	<30 43-57 41-50	5-10 21-32 20-27

See footnote at end of table.

TABLE 17.--PHYSICAL AND CHEMICAL PROPERTIES OF THE SOILS--Continued

Map symbol and soil name	Depth	Clay	Permeability	Available water capacity	Soil reaction	Salinity	Shrink-swell potential	Erosion factors		Organic matter
								K	T	
	In	Pct	In/hr	In/in	pH	Mmhos/cm				Pct
22, 23, 24----- Hebbronville	0-17 17-58 58-65	8-15 12-18 10-17	2.0-6.0 2.0-6.0 2.0-6.0	0.07-0.14 0.11-0.17 0.11-0.17	6.6-7.8 6.6-8.4 7.9-8.4	<2 <2 <2	Low----- Low----- Low-----	0.20 0.24 0.24	5	<1
25, 26, 27----- Hidalgo	0-17 17-28 28-80	15-20 23-35 23-35	0.6-2.0 0.6-2.0 0.6-2.0	0.08-0.15 0.08-0.17 0.08-0.20	7.9-8.4 7.9-8.4 7.9-8.4	<4 <4 <4	Low----- Moderate----- Moderate-----	0.24 0.32 0.32	5	1-3
28, 29----- Hidalgo	0-17 17-28 28-80	20-30 23-35 23-35	0.6-2.0 0.6-2.0 0.6-2.0	0.08-0.17 0.08-0.17 0.08-0.20	7.9-8.4 7.9-8.4 7.9-8.4	<4 <4 <4	Moderate----- Moderate----- Moderate-----	0.32 0.32 0.32	5	1-3
30----- Hidalgo	0-17 17-28 28-80	20-30 23-35 23-35	0.6-2.0 0.6-2.0 0.6-2.0	0.01-0.13 0.01-0.13 0.01-0.15	7.9-8.4 7.9-8.4 7.9-9.0	4-16 4-16 4-16	Moderate----- Moderate----- Moderate-----	0.32 0.32 0.32	5	1-3
31:* Hidalgo-----	0-17 17-28 28-80	20-30 23-35 23-35	0.6-2.0 0.6-2.0 0.6-2.0	0.08-0.17 0.08-0.17 0.08-0.20	7.9-8.4 7.9-8.4 7.9-8.4	<4 <4 <4	Moderate----- Moderate----- Moderate-----	0.32 0.32 0.32	5	1-3
Urban land.										
32:* Jimenez-----	0-8 8-10 10-60	12-24 --- ---	0.6-2.0 --- ---	0.05-0.10 --- ---	7.9-8.4 --- ---	<2 --- ---	Low----- ----- -----	0.10 --- ---	1	1-3
Quemado-----	0-6 6-12 12-18 18-60	10-18 18-27 --- ---	0.6-2.0 0.6-2.0 --- ---	0.09-0.13 0.05-0.10 --- ---	6.1-7.8 6.6-7.8 --- ---	<2 <2 --- ---	Low----- Low----- ----- ---	0.10 0.10 --- ---	1	<1
33----- Laredo	0-14 14-65	12-35 18-35	0.6-2.0 0.6-2.0	0.15-0.22 0.13-0.20	7.9-8.4 7.9-8.4	<2 <4	Moderate----- Moderate-----	0.37 0.43	5	1-3
34----- Matamoros	0-65	35-55	0.06-0.2	0.14-0.19	7.9-8.4	<4	Very high----	0.32	5	0.5-1
35, 36, 37, 38--- McAllen	0-14 14-72	14-25 20-31	0.6-2.0 0.6-2.0	0.11-0.16 0.09-0.18	7.9-8.4 7.9-8.4	<2 <4	Low----- Low-----	0.24 0.28	5	0.5-1
39----- Mercedes	0-19 19-57 57-65	40-60 45-60 45-60	<0.06 <0.06 <0.06	0.12-0.18 0.09-0.15 0.06-0.20	7.9-8.4 7.9-9.0 7.9-9.0	<4 <8 >4	Very high---- Very high---- Very high----	0.32 0.32 0.32	5	1-3
40----- Mercedes	0-19 19-57 57-65	40-60 45-60 45-60	<0.06 <0.06 <0.06	0.02-0.12 0.02-0.09 0.02-0.07	7.9-9.0 7.9-9.0 7.9-9.0	>4 >8 >8	Very high---- Very high---- Very high----	0.32 0.32 0.32	5	1-3
41----- Mercedes	0-19 19-57 57-65	40-60 45-60 45-60	<0.06 <0.06 <0.06	0.12-0.18 0.09-0.15 0.06-0.20	7.9-8.4 7.9-9.0 7.9-9.0	<4 <8 >4	Very high---- Very high---- Very high----	0.32 0.32 0.32	5	1-3
42----- Nueces	0-29 29-72	2-12 18-34	2.0-6.0 0.2-0.6	0.05-0.10 0.12-0.17	6.1-7.3 6.6-8.4	<2 <2	Low----- Moderate-----	0.17 0.24	5	<1
43:* Nueces-----	0-29 29-72	2-12 18-34	2.0-6.0 0.2-0.6	0.05-0.10 0.12-0.17	6.1-7.3 6.6-8.4	<2 <2	Low----- Moderate-----	0.17 0.24	5	<1
Sarita-----	0-48 48-80	1-10 18-35	6.0-20 2.0-6.0	0.05-0.10 0.13-0.19	6.1-7.3 5.6-8.4	<2 <2	Low----- Moderate-----	0.17 0.24	5	0.5-1
44----- Olmito	0-47 47-65	35-55 35-55	0.2-0.6 0.06-0.2	0.13-0.18 0.06-0.18	7.9-8.4 7.9-8.4	<4 >4	Very high---- Very high----	0.32 0.32	5	1-3
45,* 46,* 47.* Pits										

See footnote at end of table.

TABLE 17.--PHYSICAL AND CHEMICAL PROPERTIES OF THE SOILS--Continued

Map symbol and soil name	Depth	Clay	Permeability	Available water capacity	Soil reaction	Salinity	Shrink-swell potential	Erosion factors		Organic matter
								K	T	
	In	Pct	In/hr	In/in	pH	Mmhos/cm				Pct
48----- Racombe	0-13	16-28	0.6-2.0	0.14-0.19	6.6-7.8	<2	Low-----	0.28	5	1-3
	13-49	25-34	0.6-2.0	0.15-0.20	6.6-8.4	<4	Moderate----	0.32		
	49-72	26-34	0.6-2.0	0.15-0.20	7.9-8.4	<4	Low-----	0.32		
49----- Racombe	0-13	16-28	0.6-2.0	0.04-0.12	6.6-7.8	4-16	Low-----	0.28	5	1-3
	13-49	26-34	0.6-2.0	0.04-0.13	6.6-8.4	4-16	Moderate----	0.32		
	49-72	25-34	0.6-2.0	0.04-0.13	7.9-8.4	>4	Moderate----	0.32		
50----- Ramadero	0-21	16-34	0.6-2.0	0.14-0.19	6.6-8.4	<2	Moderate----	0.28	5	1-3
	21-65	25-34	0.6-2.0	0.15-0.20	6.6-8.4	<4	Moderate----	0.32		
51: * Randado-----	0-9	8-18	0.6-2.0	0.10-0.14	6.6-7.8	<2	Low-----	0.24	1	<1
	9-16	15-25	0.6-2.0	0.12-0.16	6.6-7.8	<2	Low-----	0.28		
	16-60	---	---	---	---	---	---	---		
Cuevitas-----	0-8	7-18	0.6-2.0	0.10-0.14	6.6-7.8	<2	Low-----	0.20	1	0.5-1
	8-60	---	---	---	---	---	---	---		
52----- Raymondville	0-15	32-42	0.2-0.6	0.12-0.18	7.9-8.4	<4	High-----	0.32	5	1-3
	15-43	35-50	0.06-0.2	0.10-0.18	7.9-8.4	<4	High-----	0.32		
	43-65	35-45	0.06-0.2	0.10-0.18	7.9-8.4	<4	High-----	0.32		
53----- Raymondville	0-15	32-42	0.2-0.6	0.04-0.11	7.9-8.4	4-16	High-----	0.28	5	1-3
	15-43	35-50	0.06-0.2	0.04-0.11	7.9-8.4	4-16	High-----	0.28		
	43-65	35-45	0.06-0.2	0.04-0.11	7.9-8.4	>4	High-----	0.32		
54: * Raymondville----	0-15	32-42	0.2-0.6	0.12-0.18	7.9-8.4	<4	High-----	0.32	5	1-3
	15-43	35-50	0.06-0.2	0.10-0.18	7.9-8.4	<4	High-----	0.32		
	43-65	35-45	0.06-0.2	0.10-0.18	7.9-8.4	<4	High-----	0.32		
Urban land.										
55----- Reynosa	0-15	15-30	0.6-2.0	0.18-0.24	7.9-8.4	<2	Moderate----	0.37	5	0.5-1
	15-48	18-35	0.6-2.0	0.15-0.24	7.9-8.4	<4	Moderate----	0.43		
	48-65	18-35	0.6-2.0	0.12-0.22	7.9-8.4	<4	Low-----	0.43		
56----- Reynosa	0-15	15-30	0.6-2.0	0.05-0.15	7.9-8.4	4-16	Moderate----	0.37	5	0.5-1
	15-48	18-35	0.6-2.0	0.04-0.14	7.9-8.4	4-16	Moderate----	0.43		
	48-65	18-35	0.6-2.0	0.04-0.14	7.9-8.4	4-16	Low-----	0.43		
57: * Reynosa-----	0-15	15-30	0.6-2.0	0.18-0.24	7.9-8.4	<2	Moderate----	0.37	5	0.5-1
	15-48	18-35	0.6-2.0	0.15-0.24	7.9-8.4	<4	Moderate----	0.43		
	48-65	18-35	0.6-2.0	0.12-0.22	7.9-8.4	<4	Low-----	0.43		
Urban land.										
58----- Rio	0-12	12-20	2.0-6.0	0.14-0.18	6.6-7.8	<4	Low-----	0.24	5	1-3
	12-38	35-50	0.06-0.2	0.13-0.18	7.4-8.4	<4	Moderate----	0.32		
	38-63	30-40	0.2-0.6	0.12-0.17	7.9-8.4	<4	Moderate----	0.32		
59----- Rio	0-12	12-20	2.0-6.0	0.04-0.12	6.6-7.8	4-16	Low-----	0.24	5	1-3
	12-38	35-50	0.06-0.2	0.04-0.11	7.4-8.4	4-16	Moderate----	0.32		
	38-63	30-40	0.2-0.6	0.04-0.10	7.9-8.4	>4	Moderate----	0.32		
60----- Rio	0-12	20-35	0.6-2.0	0.15-0.20	6.6-7.8	<4	Moderate----	0.32	5	1-3
	12-38	35-50	0.06-0.2	0.13-0.18	7.4-8.4	<4	Moderate----	0.32		
	38-63	30-40	0.2-0.6	0.12-0.17	7.9-8.4	<4	Moderate----	0.32		
61----- Rio	0-12	20-35	0.6-2.0	0.04-0.12	6.6-7.8	4-16	Moderate----	0.32	5	1-3
	12-38	35-50	0.06-0.2	0.04-0.11	7.4-8.4	4-16	Moderate----	0.32		
	38-63	30-40	0.2-0.6	0.04-0.10	7.9-8.4	>4	Moderate----	0.32		
62----- Rio Grande	0-8	9-18	2.0-6.0	0.13-0.24	7.9-8.4	<4	Low-----	0.49	5	0.5-1
	8-65	9-18	2.0-6.0	0.13-0.24	7.9-8.4	<4	Low-----	0.49		

See footnote at end of table.

TABLE 18.--SOIL AND WATER FEATURES

["Flooding" and "water table" and terms such as "rare," "brief," "apparent," and "perched" are explained in the text. The symbol > means more than. Absence of an entry indicates that the feature is not a concern]

Map symbol and soil name	Hydro-logic group	Flooding			High water table			Cemented pan		Risk of corrosion	
		Frequency	Duration	Months	Depth	Kind	Months	Depth	Hard-ness	Uncoated steel	Concrete
1.* Arents					<u>Ft</u>			<u>In</u>			
2----- Benito	D	Occasional	Long-----	Sep-May	4.0-6.0	Apparent	Sep-May	---	---	High-----	Low.
3, 4----- Brennan	B	None-----	---	---	>6.0	---	---	---	---	Moderate	Low.
5, 6----- Camargo	B	Rare-----	Brief-----	Sep-May	>6.0	---	---	---	---	Moderate	Low.
7----- Cameron	D	None-----	---	---	5.0-6.0	Apparent	Sep-May	---	---	High-----	Low.
8----- Comitas	A	None-----	---	---	>6.0	---	---	---	---	Low-----	Low.
9, 10, 11----- Delfina	B	None-----	---	---	2.5-5.0	Apparent	Sep-May	---	---	High-----	Low.
12----- Delmita	C	None-----	---	---	>6.0	---	---	20-40	Thin	Moderate	Low.
13.* Delmita	C	None-----	---	---	>6.0	---	---	20-40	Thin	Moderate	Low.
----- Randado	C	None-----	---	---	>6.0	---	---	8-20	Thin	Moderate	Low.
4----- Falfurrias	A	None-----	---	---	>6.0	---	---	---	---	Low-----	Low.
15**----- Grulla	D	Frequent---	Very long	Sep-May	+2-6.0	Apparent	Sep-May	---	---	High-----	Low.
16, 17, 18----- Hargill	B	None-----	---	---	>6.0	---	---	---	---	High-----	Low.
19----- Harlingen	D	None-----	---	---	>6.0	---	---	---	---	High-----	Low.
20----- Harlingen	D	None-----	---	---	5.0-6.0	---	---	---	---	High-----	Moderate.
21.* Harlingen	D	None to rare	---	---	>6.0	---	---	---	---	High-----	Low.
Urban land.											
22, 23, 24----- Hebbronville	B	None-----	---	---	>6.0	---	---	---	---	Low-----	Low.
25, 26, 27, 28, 29----- Hidalgo	B	None-----	---	---	>6.0	---	---	---	---	High-----	Low.
30----- Hidalgo	B	None-----	---	---	2.5-5.0	Apparent	Sep-May	---	---	High-----	Low.
31.* Hidalgo	B	None-----	---	---	>6.0	---	---	---	---	High-----	Low.
Urban land.											
32.* Jimenez	C	None-----	---	---	>6.0	---	---	7-20	Thin	High-----	Low.

See footnotes at end of table.

TABLE 18.--SOIL AND WATER FEATURES--Continued

Map symbol and soil name	Hydro-logic group	Flooding			High water table			Cemented pan		Risk of corrosion	
		Frequency	Duration	Months	Depth Ft	Kind	Months	Depth In	Hard-ness	Uncoated steel	Concrete
32:* Quemado-----	C	None-----	---	---	>6.0	---	---	10-20	Thin	Moderate	Low.
33----- Laredo	B	None-----	---	---	>6.0	---	---	---	---	High-----	Low.
34----- Matamoras	C	Occasional	Long-----	Sep-May	>6.0	---	---	---	---	High-----	Low.
35, 36, 37, 38----- McAllen	C	None-----	---	---	>6.0	---	---	---	---	High-----	Low.
39 40, 41----- Mercedes	D	None-----	---	---	>6.0	---	---	---	---	High-----	Low.
42----- Nueces	C	None-----	---	---	>6.0	---	---	---	---	Moderate	Low.
43:* Nueces-----	C	None-----	---	---	>6.0	---	---	---	---	Moderate	Low.
Sarita-----	A	None-----	---	---	>6.0	---	---	---	---	Low-----	Low.
44, 44----- Olmito	D	None-----	---	---	>6.0	---	---	---	---	High-----	Low.
45,* 46,* 47.* Pits											
48----- Racombes	B	Rare-----	---	---	>6.0	---	---	---	---	High-----	Low.
49----- Racombes	B	Rare-----	---	---	1.5-4.5	Apparent	Sep-May	---	---	High-----	Low.
50----- Ramadero	B	Common-----	Brief-----	Sep-May	>6.0	---	---	---	---	High-----	Low.
51:* Randado-----	C	None-----	---	---	>6.0	---	---	8-20	Thin	Moderate	Low.
Cuevitas-----	D	None-----	---	---	>6.0	---	---	8-14	Thin	Moderate	Low.
52----- Raymondville	D	None-----	---	---	>6.0	---	---	---	---	High-----	Low.
53----- Raymondville	D	None-----	---	---	2.5-4.5	Apparent	Sep-May	---	---	High-----	Low.
54:* Raymondville-----	D	None-----	---	---	>6.0	---	---	---	---	High-----	Low.
Urban land.											
55----- Reynosa	B	None-----	---	---	>6.0	---	---	---	---	High-----	Low.
56----- Reynosa	B	None-----	---	---	1.5-4.5	Apparent	Sep-May	---	---	High-----	Low.
57:* Reynosa-----	B	None-----	---	---	>6.0	---	---	---	---	High-----	Low.
Urban land.											
58**----- Rio	D	Frequent-----	Long-----	Sep-May	+2-6.0	Apparent	Sep-May	---	---	High-----	Low.
59**----- Rio	D	Frequent-----	Long-----	Sep-May	+2-4.5	Apparent	Sep-May	---	---	High-----	Low.

See footnotes at end of table.

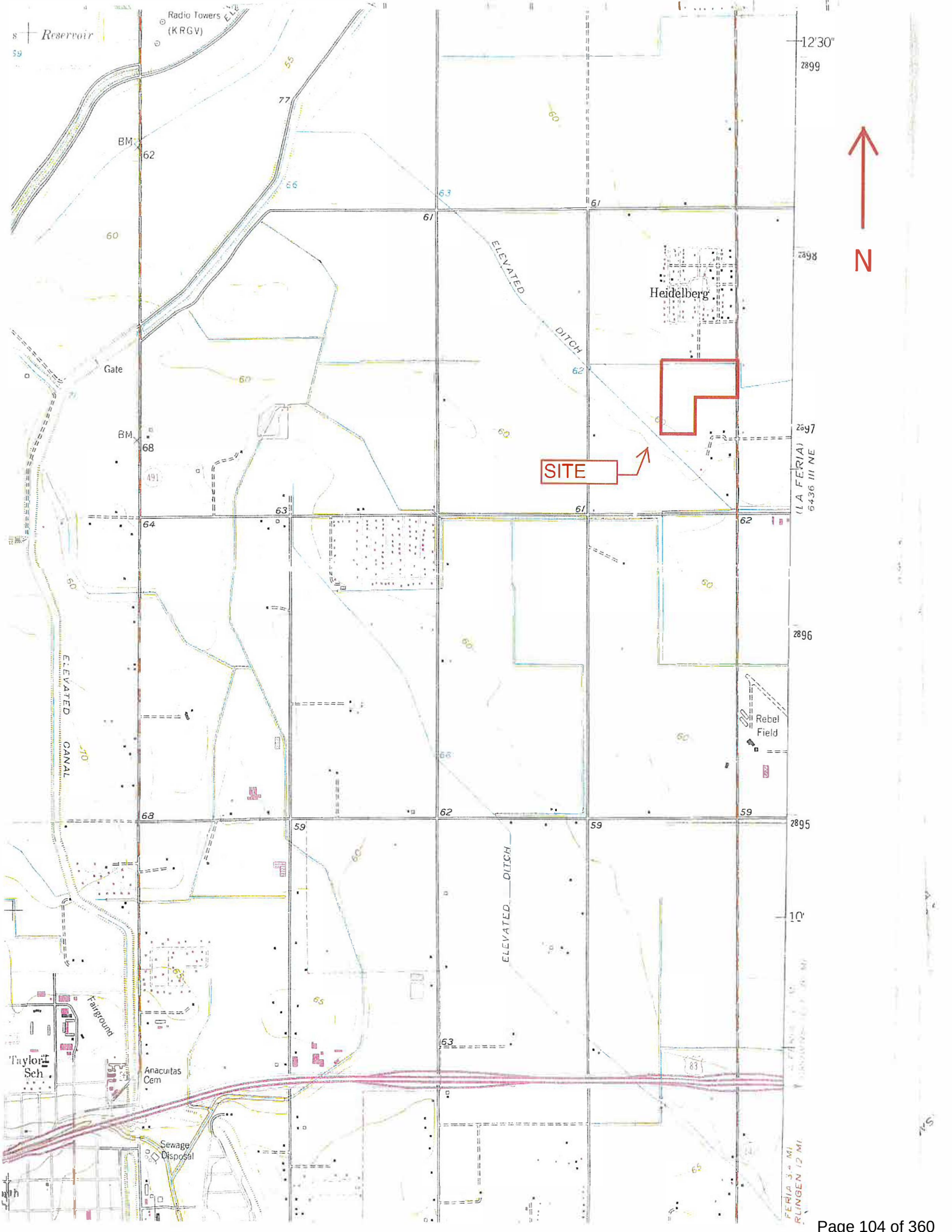


TABLE I
TIME OF CONCETRATION DETERMINANTION
MILE 2 EAST MEADOWS

[illegible]

FORMULA FOR TIME OF CONCENTRATION
USING THE RATIONAL METHOD, AS PER
"TXDOT BRIDGE HYDRAULIC MANUAL"

$$T_c = \frac{L}{(V \times 60)}$$



TABLE I
TIME OF CONCETRATION DETERMINANTION
MILE 2 EAST MEADOWS

[illegible]

FORMULA FOR TIME OF CONCENTRATION
USING THE RATIONAL METHOD, AS PER
"TXDOT BRIDGE HYDRAULIC MANUAL"

$$T_c = \frac{L}{(V \times 60)}$$

**QUINTANILLA, HEADLEY AND ASSOCIATES, INC.**

CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
ENGINEERING REGISTRATION NUMBER F-1513
SURVEYING REGISTRATION NUMBER 100411-00

LAND SURVEYORS
PHONE 956-381-6480
FAX 956-381-0527
OFFICE@QHAENGINEERING.COM

TABLE IA
FLOWRATE DETERMINATION
MILE 2 EAST MEADOWS

COMPUTATION POINT	TOTAL DRAINAGE AREA CONTRIBUTING TO POINT (acres)	C	TIME (SEE TABLE 1) (minutes)	RETURN FREQUENCY (years)	INTENSITY (in./hr.)	FLOWRATE (c.f.s.)	PIPE DIMENSION (Slope & Dia.)	Pipe Flowrate (c.f.s.)
D.A. No. 1	2.910	0.48	33.75	10	4.667	6.52	0.47%	
D.A. No. 1 - D.A. No. 2	2.910	0.48	33.93	10	4.652	6.52	1.5	7.82
D.A. No. 2	2.050	0.48	33.75	10	4.667	4.59	0.21%	
D.A. No. 2 - D.A. No. 4	4.960	0.48	35.50	10	4.525	11.11	2	11.26
D.A. No. 3	2.920	0.48	33.75	10	4.667	6.54	0.63%	
D.A. No. 3 - D.A. No. 4	2.920	0.48	33.93	10	4.652	6.54	1.5	9.05
D.A. No. 4	2.050	0.48	33.75	10	4.667	4.59	0.25%	
D.A. No. 4 - D.A. No. 6	9.930	0.48	35.75	10	4.505	22.25	2.5	22.27
D.A. No. 5	1.020	0.48	33.75	10	4.667	2.29	0.63%	
D.A. No. 5 - D.A. No. 6	1.020	0.48	33.93	10	4.652	2.29	1.5	9.05
D.A. No. 6	2.330	0.48	33.75	10	4.667	5.22	0.20%	
D.A. No. 6 - D.A. No. 7	13.280	0.48	34.94	10	4.569	29.75	3	32.38
D.A. No. 7	1.170	0.48	33.75	10	4.667	2.62	0.28%	
D.A. No. 7 - D.A. No. 8	14.450	0.48	34.14	10	4.635	32.37	3	38.32
D.A. No. 8	2.190	0.48	33.75	10	4.667	4.91	0.28%	
D.A. No. 8 - OUTFALL (1)	16.640	0.48	34.72	10	4.587	37.28	3	38.32

FORMULA FOR INTENSITY
USING THE RATIONAL METHOD, AS PER
"TXDOT BRIDGE HYDRAULIC MANUAL"

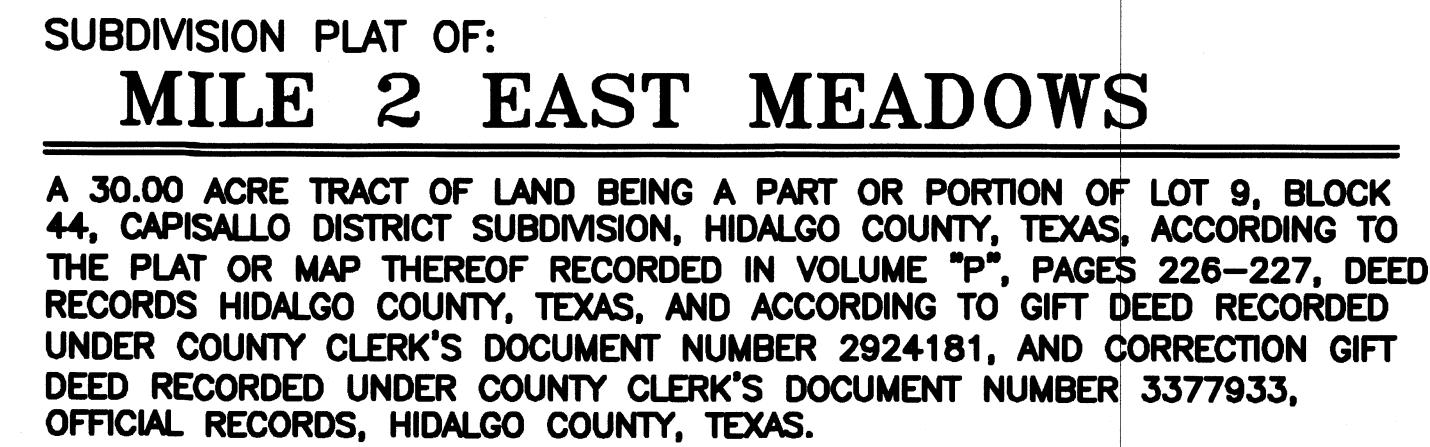
$$I = \frac{b}{e(Tc + d)}$$

TABLE IA
FLOWRATE DETERMINANTION
MILE 2 EAST MEADOWS

[illegible]

FORMULA FOR INTENSITY
USING THE RATIONAL METHOD, AS PER
"TXDOT BRIDGE HYDRAULIC MANUAL"

$$I = \frac{b}{(T_c + d)e}$$



STATE OF TEXAS
COUNTY OF HALL
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, TIM GEARHART, MEMBER OF RCI DEVELOPMENT-WISCONSIN, LTD., AS OWNER OF THE 30.00 ACRES TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED MILE 2 EAST WADSWORTH, HEREBY SUBMITS THE LAND AS DEPICTED IN THIS SUBDIVISION PLAN AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN. I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE CHAPTER 232.032 AND THAT:

THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; THE CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF THE STATE STANDARDS;

ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

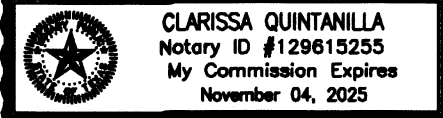
I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAN ARE TRUE AND COMPLETE.

TIM GEARHART, MEMBER RCI DEVELOPMENT-WISCONSIN, LTD. P.O. BOX 2107 McALLEN, TEXAS 78505	DATE
--	------

STATE OF TEXAS
COUNTY OF HIDALGO
BEFORE ME, the undersigned notary public, on this day personally appeared

TIM GEARHART, MEMBER OF RCI DEVELOPMENT--WISCONSIN, LTD. proved to me through his Texas Department of Public Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct and acknowledged that he executed the same for the purposes and consideration thereby expressed.

Given under my hand and seal of office this _____ day of _____, 20__.



CLARISSA QUINTANILLA—NOTARY PUBLIC

CITY OF MERCEDES
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE §212.009(c) AND §212.0115(b)

WE THE UNDERSIGNED CERTIFY that this plat of the MILE 2 EAST MEADOWS, was reviewed and approved by the city Commission of the City of Mercedes on .

 Mayor of the City of Merced Date

EST: _____

STATE OF TEXAS
CITY OF MERCEDES

I, THE UNDERSIGNED, CHAIRMAN OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF
MERCEDES, TEXAS, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO
ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL
IS REQUIRED.

CHAIRMAN PLANNING COMMISSION

THIS PLAT IS APPROVED BY THE HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT No. 9,
DATED THIS _____ DAY OF _____ 20____.

1. NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT NO. 9 RIGHT-OF-WAYS AND/OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF HCOID #2.

2. IT IS UNDERSTOOD THAT THE RATE OF FLOW OF STORM WATER FOR THE DEVELOPMENT WILL BE NO GREATER THAN THE RATE OF FLOW OF STORM WATER WHEN THE LAND WAS IN AGRICULTURAL USE.

3. HCOID #2 SHALL BE RESPONSIBLE FOR THE STORM DRAINAGE WATER SYSTEM TO ANY LOT WITHIN THIS SUBDIVISION AS WELL AS HCOID #2 SHALL NOT BE RESPONSIBLE FOR THE FLOW OF WATER TO ANY LOT WITHIN THIS SUBDIVISION. IF DESIRED, THIS WILL NOT BE AT THE DISTRICTS EXPENSE.

4. HCOID #2 HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE STORM SEWER OR UTILITIES SYSTEMS ARE APPROPRIATE FOR THE SUBDIVISION. THE SUBDIVISION DEVELOPER AND THE SUPPORTED ENGINEERING FIRM, THE DEVELOPER AND HIS ENGINEER ARE RESPONSIBLE FOR THEIR DETERMINATIONS.

GENERAL MANAGER	DATE
HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT No. 9	

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(a)

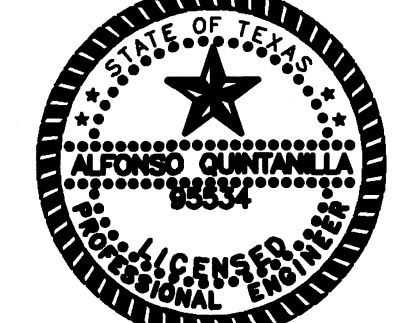
WE THE UNDERSIGNED CERTIFY that this plat of the **MILE 2 EAST MEADOWS** was reviewed and approved by the Hidalgo County Commissioners Court on _____, _____.

Hidalgo County Judge _____ Date _____

ES1: Hidalgo County Clerk **Date**

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.



[Signature] P.E.

ALFONSO QUINTANILLA
P.E. No. 95534

10-18-23
DATE



FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

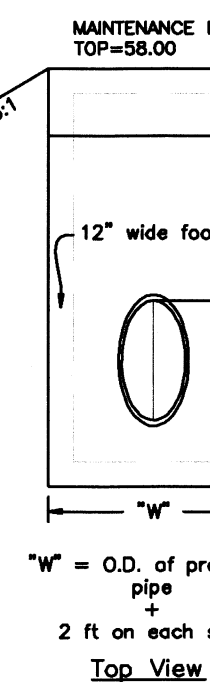
BY: _____ DEPUTY

DATE _____

	SHEET NO. 1 OF 4 SHEETS	F:\DATA\SUBDIVISION\MERCEDES\MILE 2 EAST MEADOWS			
		DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
		8-31-2023	L.G.		
EXPIRATION: AUG. 31, 2023		DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

PREPARATION: AUG. 31. 2023	DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY
----------------------------	--------------	------------	------------	-------------

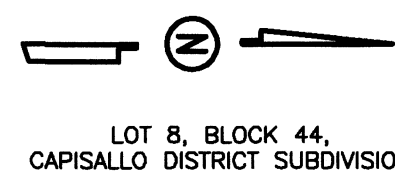
Page 110 of 360



NOT TO SCALE

NOT TO SCALE

"W" = O.D. of proposed
pipe
+
2 ft on each side
Top View



Z:\data\SUBDIVISIONS\Mercedes\MILE 2 EAST MEADOWS			
DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
8-31-2023	LG		
DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

LOT 7, BLOCK 44, CAPISALLO DISTRICT SUBDIVISION,
RECORDED IN VOLUME "P", PAGES 225-229, DEED
RECORDS HIDALGO COUNTY, TEXAS.

LOT 8, BLOCK 44, CAPISALLO DISTRICT SUBDIVISION,
RECORDED IN VOLUME "P", PAGES 225-229, DEED
RECORDS HIDALGO COUNTY, TEXAS.

HIDALGO VILLA SUBDIVISION
RECORDED IN VOLUME 31, PAGE 1
199, MAP RECORDS, HIDALGO
COUNTY, TEXAS.

93.00' DRAIN DITCH R.O.W. TO
HIDALGO COUNTY DRAINAGE
DISTRICT No.1 DEDICATED BY THIS PLAT

EXIST. 23' PAVEMENT

24" RCP

PROP. POWER POLE TO BE
RELOCATED TO NEW R.O.W.
PROP. 24" R.R.G.C.P. (CLASS III)
W/ S.E.T. 48.00 L.F.
(64.00 L.F. TOTAL)

CONTRACTOR TO RECONSTRUCT
ROAD SIDE DITCH TO COUNTY
SPECIFICATIONS

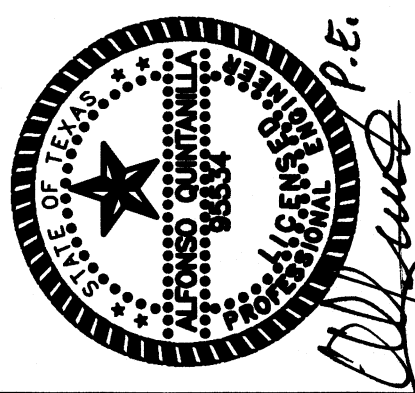
PROP. POWER POLE TO BE
RELOCATED TO NEW R.O.W.
PROP. 24" R.R.G.C.P. (CLASS III)
W/ S.E.T. 48.00 L.F.
(64.00 L.F. TOTAL)

LEGEND

- ⊕ = FIRE HYDRANT
- = GUY WIRE
- ⊙ = POWER POLE
- ⊙ = MAILBOX
- ⊕ = WATER METER
- ⊕ = WATER VALVE
- ⊕ = SIGN
- ⊕ = SERVICE POLE
- ⊕ = TEL BOX
- ⊕ = ELECT BOX
- ⊕ = GAS METER
- ⊕ = GAS MARKER
- ⊕ = GAS VALVE
- ⊕ = TRANSMISSION POLE
- ⊕ = TRAFFIC CONTROL BOX
- ⊕ = GAS SERVICE
- R.R.G.C.P. = REINFORCED ROUGHET
GASKET CONCRETE PIPE

SCALE 1" = 100'

MILE 2 EAST MEADOWS DRAINAGE AREAS



QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

LAND SURVEYORS

CONSULTING ENGINEERS



124 E. STUBBS ST.
DALLAS, TEXAS 75259
PHONE 956-381-6480
FAX 956-381-0527
ALFONSO@QHA-ENG.COM

ENGINEERING REGISTRATION NUMBER F-1513
SURVEYING REGISTRATION NUMBER 100411-00

LEGEND

TOTAL DETENTION REQUIRED - 186,463.95 C.F.
(50 YEAR STORM)
TOTAL DETENTION PROVIDED - 187,514.00 C.F.
(1,220.0 L.F. X 153.7 S.F.)
TOTAL EXCAVATION NEEDED - 203,984.00 C.F.
(1,220.0 L.F. X 167.2 S.F.)

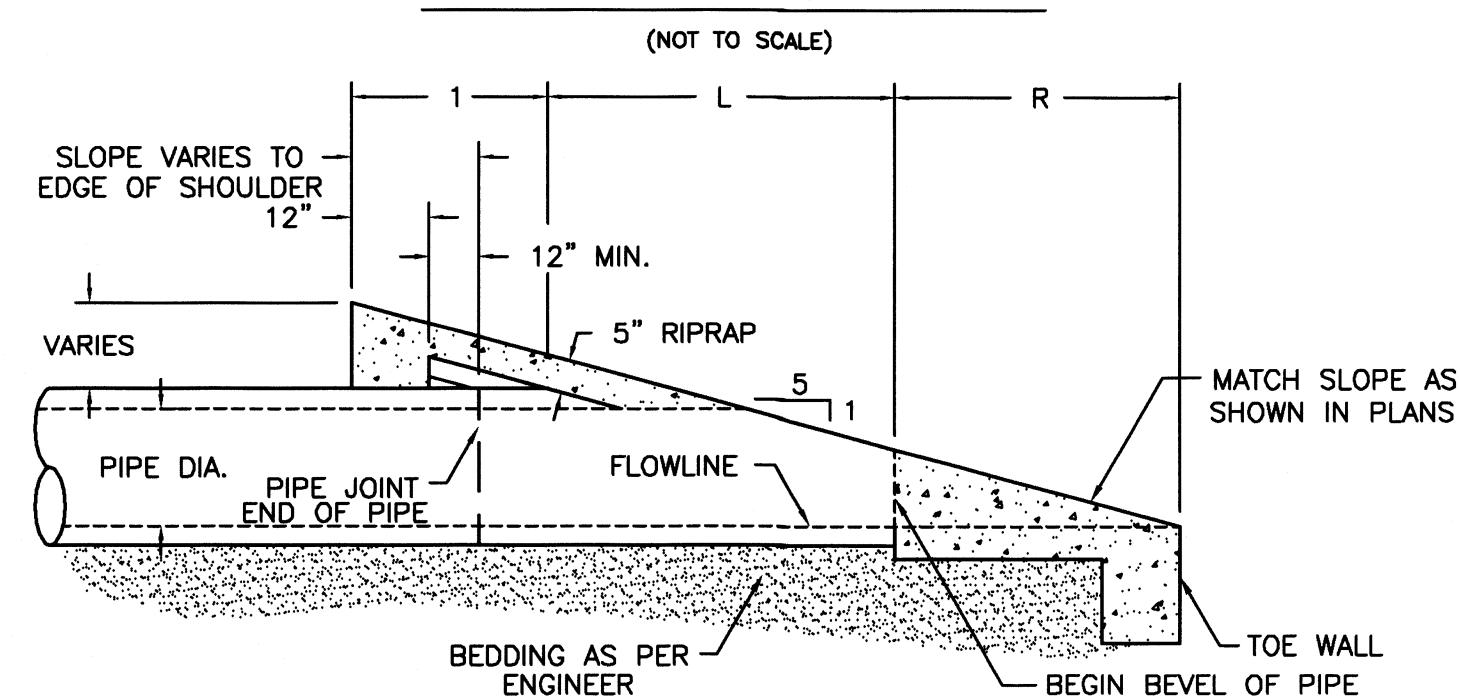
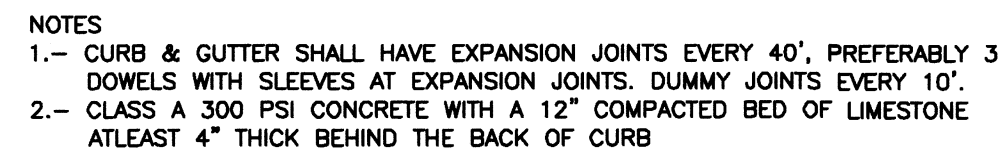
NOTE 1:
DIRT EXCAVATED FROM DRAIN DITCH SHALL BE SPREAD AT
LOCATION DETERMINED BY ENGINEER DURING SUBDIVISION
CONSTRUCTION.

NOTE 2:
R.R.G.C.P. = REINFORCED RUBBER GASKET
CONCRETE PIPE

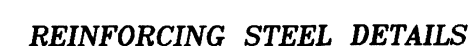
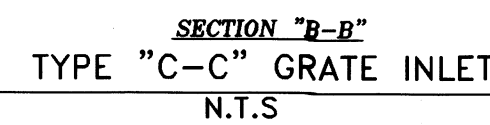
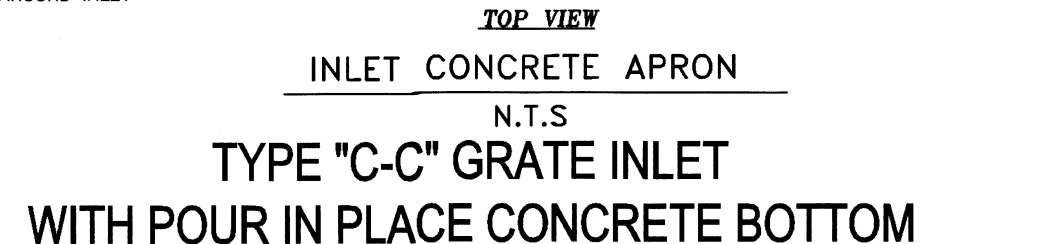
NOTE 3:
GEOTECHNICAL TESTING SHALL BE DONE BEFORE
CONSTRUCTION OF STREETS AND DENSITY TESTING DURING
THE CONSTRUCTIONS. PUBLIC WORKS STREET SUPERVISOR
SHALL BE ADVISED OF DAYS & TIMES OF THE TESTING &
COPIES OF THE RESULTS SHALL BE SUBMITTED TO THE
PUBLIC WORKS DEPT. FOR REVIEW

NOTE 4:
ALL STORMWATER INLETS SHALL BE STENCILED OR
MARKED WITH "ONLY RAIN DOWN THE DRAIN" SLOGAN

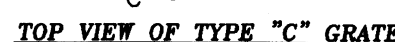
Z:\data\SUBDIVISIONS\Mercedes\MILE 2 EAST MEADOWS			
DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
8-31-2023	LG		
DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY



A cross-sectional diagram of a concrete slab on a sand base. The slab is shown with a top surface that is slightly uneven. A horizontal line with 'x' marks represents the '6"x6" No. 6 GAUGE WIRE MESH' reinforcement. Below the slab is a layer labeled '4" SAND BASE'. The entire assembly is supported by a hatched area representing the ground. A vertical dimension line on the right indicates a height of '1"'. The diagram is labeled 'SECTION A-A' at the bottom.



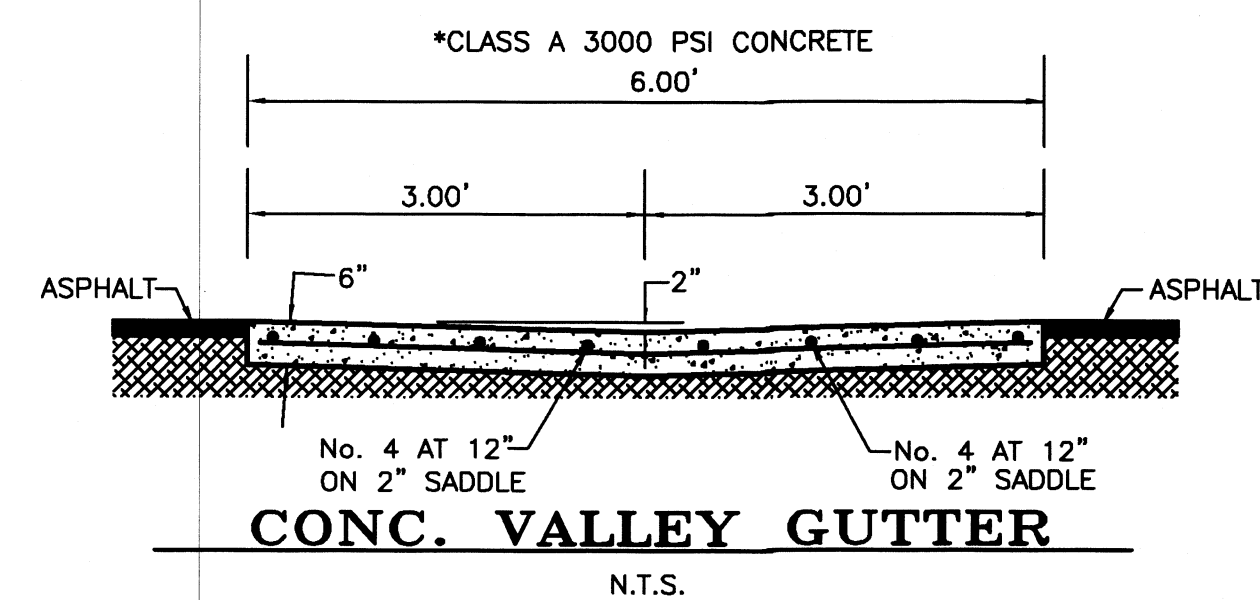
- NOTE: 1. ALL STEEL TO BE No. 4 BARS
ON 12" SPACING IN BOTH
DIRECTIONS EXCEPT IN TOP
SLAB OR MANHOLE.
2. ALL GRATE INLET COVERS SHALL BE
PEDESTRIAN SAFE COVERS. OPENINGS
SHALL BE NO GREATER THAN 3/8" WIDE.
3. INLET SHALL BE PLACED ON 6-INCH
SAND OR GRAVEL BEDDING.
SUBGRADE SHALL BE COMPACTED TO
95% DENSITY



- A. BEDDING FOR RCP CLASS II, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE – SAND AND/OR GRAVEL MIX BEDDING PLACED BEFORE PIPE IS LAID UP TO FLOW OF PIPE. (MIN. THICKNESS 8” – FIT RUN GRATE 3/4” MAX. SIZE.
- B. HAUNCH FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE – SHALL BE CLASS I OR CLASS II (ASTM D2321) BACKFILL MATERIAL COMPACTED TO 92% SPD. SHALL BE LOOSE LISTS, MECHANICAL COMPACTION.
- C. TRENCH WIDTH – SHALL BE REL. Q.D. X 1.5 + 12”. MINIMUM TRENCH WIDTH SHALL EQUAL STRUCTURE WIDTH + 4 FT. THROUGHOUT THE HEIGHT OF THE STRUCTURE.
- D-1 INITIAL BACKFILL FOR RCP CLASS II STORM DRAIN PIPE – SHALL BE CLASS I OR CLASS II (ASTM D2321) BACKFILL MATERIAL COMPACTED TO 92% SPD. CITY STREETS, PARKING AREA, DRIVEWAYS, SIDEWALKS, COUNTRY ROAD & UNPAVED AREAS – SHALL BE SOL. TYPE AT A MAXIMUM Q.P. OF (ASHTO M145) COMPACTED TO 90% LOOSE LISTS, MECHANICAL COMPACTION.
- D-2 INITIAL BACKFILL FOR RCP CLASS II STORM DRAIN PIPE – SHALL BE CLASS I OR CLASS II (ASTM D2321) BACKFILL MATERIAL COMPACTED TO 92% SPD. AIRPORTS, INDUSTRIAL AREAS, PAVED AREAS – COMPACTED SAND/CEMENT STABILIZED BACKFILL WITH 7% PORTLAND CEMENT COMPACTED TO 92% S.P.D., AS PER ASTM D4253 AND ASTM D-698, 8” LOOSE LISTS, MECHANICALLY COMPACTION.
- E-1 INITIAL BACKFILL FOR HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE – SHALL BE CLASS I OR CLASS II WITH A MAXIMUM Q.P. OF 19 (ASTM D2321) BACKFILL MATERIAL COMPACTED TO 92% SPD, 8” LOOSE LISTS, MECHANICAL COMPACTION.
- F. FINAL BACKFILL FOR RCP CLASS II, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE UNDER UNPAVED SECTIONS – SHALL BE CLASS I, II, III, OR IV, COMPACTED TO 92% LIST (2” LOOSE LISTS, MECHANICAL COMPACTION).
- G-1 FINAL BACKFILL FOR RCP CLASS II, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE ON CITY STREETS, PARKING AREA, DRIVEWAYS, AND COUNTRY ROAD TO 92% SHALL BE SOL. TYPE AT, AD, AS, WITH A MAXIMUM Q.P. OF 19 (ASHTO M145) COMPACTED TO 92% SPD, 8” LOOSE LISTS, MECHANICAL COMPACTION.
- H. FINAL BACKFILL FOR RCP CLASS II, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE ON STATE MAINTAINED ROADWAYS – COMPACTED SAND/CEMENT STABILIZED BACKFILL WITH 7% PORTLAND CEMENT, COMPACTED TO 92% SPD, AS PER ASTM D4253 AND ASTM D-698, 8” LOOSE LISTS, MECHANICAL COMPACTION.
- I. FINAL BACKFILL FOR STRUCTURES (INlets, MANHOLES, ETC.) – STRUCTURES UNDER THE ROADWAY AND UP TO 5’ BTYOND THE EDGE OF PAVEMENT/BASE OF CURB SHALL HAVE CLASS I OR CLASS II (ASTM D2321) OR CLASS I, II, AD, AS, WITH A MAXIMUM Q.P. OF 19 (ASTM D2321) BACKFILL MATERIAL, COMPACTED TO 92% SPD, 8” LOOSE LISTS, MECHANICAL COMPACTION.
- J. FINAL BACKFILL FOR STRUCTURES (INlets, MANHOLES, ETC.) – STRUCTURES UNDER THE ROADWAY AND UP TO 5’ BTYOND THE EDGE OF PAVEMENT/BASE OF CURB SHALL HAVE CLASS I OR CLASS II (ASTM D2321) OR CLASS I, II, AD, AS, WITH A MAXIMUM Q.P. OF 19 (ASTM D2321) BACKFILL MATERIAL, COMPACTED TO 92% SPD, 8” LOOSE LISTS, MECHANICAL COMPACTION.
- K. FILLER SHALL BE CLASS I OR CLASS II (ASTM D2321) BACKFILL MATERIAL, BENEATH FOUNDATION PREPARATION (WELPMENTS, MINIMUM 4” GRAVEL OR CEMENTS STABILIZED, OR APPROVED EQUIVALENT). SHALL BE CLASS I OR CLASS II (ASTM D2321) BACKFILL MATERIAL, BENEATH FOUNDATION PREPARATION (WELPMENTS, MINIMUM 4” GRAVEL OR CEMENTS STABILIZED, OR APPROVED EQUIVALENT). SHALL BE CLASS I OR CLASS II (ASTM D2321) BACKFILL MATERIAL, BENEATH FOUNDATION PREPARATION (WELPMENTS, MINIMUM 4” GRAVEL OR CEMENTS STABILIZED, OR APPROVED EQUIVALENT).
- L. ALL EXPOSED SURFACES SHALL BE FINISHED TO APPROXIMATE OPTIMUM MOISTURE CONTENT AND COMPACTED TO 92% RELATIVE DENSITY TEST PER ASTH D4253 & ASTM D698). THE THICKNESS OF EACH LAYER SHALL NOT EXCEED 8”.
- NOTES : 1. MAXIMUM COVER SHALL BE IN ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS.
2. ALL EXPOSED SURFACES SHALL BE FINISHED TO APPROXIMATE OPTIMUM MOISTURE CONTENT AND COMPACTED TO 92% RELATIVE DENSITY TEST PER ASTH D4253 & ASTM D698).
3. FOR PAVED SECTIONS THE ABOVE REQUIREMENTS SHALL APPLY WHEN ANY PART OF THE TRENCH WIDTH IS WITHIN 5 FT. FROM THE E.O.P./R.O.C.
4. THE ABOVE REQUIREMENTS SHALL APPLY TO UTILITY PIPELINES AND UTILITY STRUCTURES OF OTHER UTILITY ENTITIES.
- STORM TRENCH BEDDING AND BACKFILL NOTES**

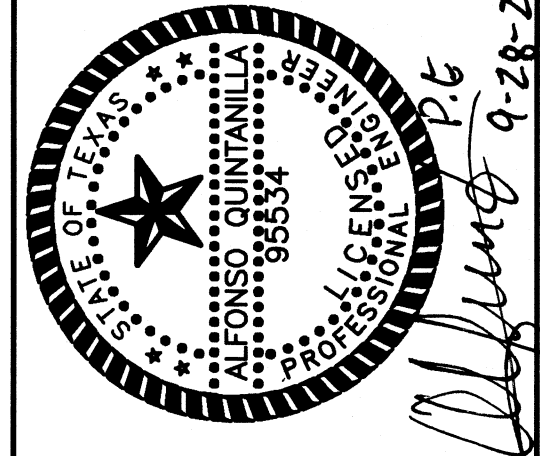
STORM TRENCH BEDDING AND BACKFILL NOTES

**THE ITEM FOR CEMENT STABILIZED BACKFILL SHOW ON
 BID SHEET IS AS PER C-2 AND D-2 STORM TRENCH
 BEDDING AND BACKFILL NOTES SHOWN ABOVE.**



CONC. VALLEY GUTTER

N.T.S



QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

CONSULTING ENGINEERS

24 E. STUBBS ST.
DINBURG, TEXAS 78539

ENGINEERING REGISTRATION NUMBER F-1513
SURVEYING REGISTRATION NUMBER 100411-00

LAND SURVEYORS

PHONE 956-381-6480
FAX 956-381-0527

ALFONSOQ@QHA-ENG.COM

MILE 2 EAST MEADOWS PAVING AND DRAINAGE DETAILS

DATE: January 21, 2025
FROM: Orlando Diaz, Lieutenant
ITEM: **Discussion and possible action to Approval of Interlocal Cooperation Agreement for Motor Vehicle Crime Prevention Authority (MVCPA) Task Force**

BACKGROUND INFORMATION: The Mercedes Police Department respectfully seeks approval of the Interlocal Cooperation Agreement between the City of Mercedes and Hidalgo County for participation in the Motor Vehicle Crime Prevention Authority (MVCPA) Task Force. This agreement formalizes a collaborative effort to combat motor vehicle crime, enhance public safety, and secure grant funding of \$49,515, supplemented by a \$14,758 matching contribution shared between the City and County.

The task force will provide a framework for multi-agency cooperation, utilizing state resources to address regional auto theft and related criminal activities effectively.

BOARD REVIEW/CITIZEN FEEDBACK:

ALTERNATIVES/OPTIONS:

FISCAL IMPACT: (Total Costs)

Proposed Expenditure/(Revenue): **Account Number(s):**
\$

LEGAL REVIEW:

ATTACHMENTS:

1. Wirte Up
2. FY25 Motor Vehicle Crime Prevention Authority Statement of Taskforce Grant Award and Grantee Acceptance Notice
3. Interlocal Cooperation Agreement Between The County of Hidalgo, Texas, and The City of Mercedes, Texas Regarding MVCPA Task Force

STAFF RECOMMENDATION: Approve the Interlocal Cooperation Agreement for the MVCPA Task Force between the City of Mercedes and Hidalgo County and authorize the Mayor to execute the agreement on behalf of the City.



MERCEDES POLICE DEPARTMENT

316 S. Ohio Ave.
Mercedes, Texas 78570
(956) 565-3102 Fax (956) 565-2583

Francisco J. Sanchez
Chief of Police

To: Mayor, Commissioners, City Manager, Legal

From: Lt. Orlando Diaz

Date: January 21, 2025

Ref: Approval of Interlocal Cooperation Agreement for MVCPA Task Force

Acceptance of FY25 MVCPA Task Force Grant

This item pertains to the formal acceptance of a grant award from the Motor Vehicle Crime Prevention Authority (MVCPA) for the FY25 program. Highlights include:

- A total grant award of \$827,096, supplemented by a \$170,279 cash match from the City and County.
- A reimbursement rate of 83.33% for expenditures related to personnel, equipment, and operational costs.
- The grant period extends from October 17, 2024, to October 16, 2025.

The grant aims to enhance the effectiveness of the Hidalgo County Combined Auto Theft Task Force. It ensures our ability to maintain high standards of enforcement, collaboration, and compliance with state regulations while addressing motor vehicle crimes.

Interlocal Cooperation Agreement for MVCPA Task Force

This agreement between the City of Mercedes and Hidalgo County establishes a collaborative partnership under the Texas Interlocal Cooperation Act. It is aimed at enhancing our law enforcement efforts in combatting motor vehicle crime. Key highlights include:

- Participation in a multi-agency task force funded by a Motor Vehicle Crime Prevention Authority (MVCPA) grant.
- A grant amount of \$49,515 allocated for equipment and operational needs.
- A matching contribution of \$14,758 from the City and County, which underscores our commitment to this initiative.

This partnership will bolster our resources and strengthen regional efforts to mitigate auto theft and related crimes, benefiting the safety and security of our community.

These items are vital to advancing our public safety objectives and ensuring the effective use of state and local resources. Thank you for your attention to these matters.

MERCEDES POLICE DEPARTMENT

316 S. Ohio Ave.
Mercedes, Texas 78570
(956) 565-3102 Fax (956) 565-2583

The agreement is established under the Texas Interlocal Cooperation Act (Texas Government Code Chapter 791), which enables local governments to collaborate for improved efficiency and effectiveness in performing governmental functions.

Purpose of the Agreement

The primary goal of the agreement is to form a partnership between Hidalgo County and the City of Mercedes to operate a multi-agency task force. This task force focuses on combating motor vehicle crimes in the region, supported by funding from the MVCPA.

Key Components of the Agreement

1. Term and Duration

- The agreement becomes effective upon signing by both parties and will remain valid until October 16, 2025, unless terminated earlier by either party.

2. Scope of Cooperation

- The City of Mercedes and Hidalgo County agree to pool resources and work collaboratively to combat motor vehicle crime.
- The partnership enhances law enforcement capabilities within both jurisdictions.

3. Funding and Contributions

- **MVCPA Grant Funding:** The grant provides \$49,515 for task force operations.
- **Matching Funds:** A combined \$14,758 in matching contributions is required from the City of Mercedes, demonstrating a shared financial commitment.

4. Allocation and Use of Resources

- The agreement specifies that the allocated funds are to be used for:
 - Law enforcement personnel assigned to the task force.

5. Governance and Responsibilities

- Both parties agree to comply with all applicable federal, state, and local laws, regulations, and grant conditions.
- Equipment and resources purchased through the grant will revert to the applicant (the task force) upon termination of the agreement, ensuring continued accountability for grant-funded assets.

MERCEDES POLICE DEPARTMENT

316 S. Ohio Ave.
Mercedes, Texas 78570
(956) 565-3102 Fax (956) 565-2583

6. Termination Clauses

- Either party may terminate the agreement with a 30-day written notice.
 - Mutual written consent can also immediately terminate the agreement.
 - Provisions are included to handle the reallocation of equipment and resources upon termination.
-

Legal and Administrative Provisions

1. Indemnification

- Each party agrees to indemnify the other to the extent authorized by law for liabilities arising from joint negligence or intentional acts related to the performance of responsibilities under the agreement.

2. Insurance

- Both parties must carry sufficient liability insurance as mandated by the Texas Tort Claims Act.

3. Conflict Resolution

- If a conflict arises between the terms of the agreement and existing laws, the latter will prevail, and the agreement will be modified only to ensure compliance.

4. Non-Supplanting Requirement

- Funds provided through this agreement are meant to supplement existing resources, not replace them.
-

Benefits to the Community

This agreement provides several advantages:

1. **Enhanced Law Enforcement Capabilities:** By pooling resources, the task force can address motor vehicle crimes more effectively.
 2. **Resource Optimization:** Joint funding and operational planning ensure efficient use of state and local resources.
 3. **Public Safety:** The agreement prioritizes reducing motor vehicle crimes, improving safety for residents in both jurisdictions.
 4. **Accountability and Compliance:** Clear provisions ensure transparency and adherence to state and federal guidelines.
-

MERCEDES POLICE DEPARTMENT

316 S. Ohio Ave.
Mercedes, Texas 78570
(956) 565-3102 Fax (956) 565-2583

Commitments by Each Party

City of Mercedes:

- Assign personnel to the task force and ensure compliance with the agreement.
- Contribute matching funds as agreed upon.

Hidalgo County:

- Provide oversight and management through the Hidalgo County Sheriff's Office.
- Contribute matching funds as agreed upon.

Conclusion

The Interlocal Cooperation Agreement represents a proactive and collaborative approach to addressing motor vehicle crimes in our community. It leverages state resources and local cooperation to enhance public safety, demonstrating a commitment to effective governance and regional collaboration.

This agreement is essential for the City of Mercedes to play an active role in the regional task force and contribute to the broader mission of reducing motor vehicle crime across Hidalgo County.



RECEIVED DEC 18 2024



FY25 Motor Vehicle Crime Prevention Authority
Statement of Taskforce Grant Award and Grantee Acceptance Notice
Tier 2

Grant Number: **608-25-1080000**
Grantee: **Hidalgo County**
Program Title: **Hidalgo County Combined Auto Theft Task Force FY25**
Grant Award Amount: **\$827,096**
Total Cash Match Amount: **\$170,279**
In-Kind Match Amount: **\$0**
Reimbursement Percent*: **83.33%**
Grant Term: **October 17, 2024 to October 16, 2025**

Grant Budget Summary: Hidalgo County (App ID: 271)

Budget Category	MVCPA Expenditures	Cash Match Expenditures	Total Expenditures	In-Kind Match
Personnel	\$211,286	\$42,258	\$253,544	\$0
Fringe	\$83,246	\$16,650	\$99,896	\$0
Overtime	\$14,679	\$2,936	\$17,615	\$0
Professional and Contract Services	\$370,594	\$78,974	\$449,568	\$0
Travel	\$20,666	\$4,134	\$24,800	\$0
Equipment	\$48,333	\$9,667	\$58,000	\$0
Supplies and Direct Operating Expenses (DOE)	\$78,292	\$15,660	\$93,952	\$0
Total	\$827,096	\$170,279	\$997,375	\$0

*Reimbursement Percent: 83.33% - \$827,096-MVCPA Amt / (\$827,096-MVCPA Amt. plus 170,279-Cash Match)

That whereas, **Hidalgo County** (hereinafter referred to as Grantee), has heretofore submitted a grant application in response to the Request for Application issued on April 12, 2024, to the Motor Vehicle Crime Prevention Authority, State of Texas, entitled **Hidalgo County Combined Auto Theft Task Force FY25** and further identified by grant number **608-25-1080000** and

Whereas, the Motor Vehicle Crime Prevention Authority has approved the grant application as evidenced by this FY25 Statement of Grant Award and certain special requirements from the Motor Vehicle Crime Prevention Authority dated **12/5/2024** and

Whereas, the Grantee desires to accept the FY25 grant award and use all funds for purposes and in compliance with the following requirements that are adopted in their entirety by reference:

- Texas Transportation Code Chapter 1006;
- Texas Administrative Code: Title 43; Part 3; Chapter 57;

- Texas Grant Management Standards (TxGMS) as promulgated by the Texas Comptroller of Public Accounts including TxGMS Standard Assurances by Local Governments and Standards for Financial and Program Management;
- The Request for Applications issued on April 12, 2024;
- The current Motor Vehicle Crime Prevention Authority Grant Administrative Manual and forms and subsequently adopted grantee instruction manuals and forms;
- The Final Adopted Application attached to this Statement of Grant Award; and
- The Approved Grant Budget Summary

Now, therefore, the Grantee accepts the FY25 Statement of Grant Award under the conditions above including the special requirements in the grant application and the Statement of Grant Award as evidenced by this agreement, executed by the official authorized to sign the original grant application, or the official's designated successor, as presiding officer of and on behalf of the governing body of this grantee; and

The Motor Vehicle Crime Prevention Authority has awarded the above-referenced grant subject to the availability of state funds. The approved budget is reflected in the above Approved Grant Budget Summary. This grant is subject to and conditioned upon the acceptance of the MVCPA Grant Administrative Guide promulgated for this specific program fund (referenced above) by the Motor Vehicle Crime Prevention Authority. Applicable special conditions are listed below.

Special Conditions and Requirements (MVCPA will only apply special conditions to applicable jurisdictions):

 X **Non-Supplanting** - The grantee agrees that funds will be used to supplement, not supplant, funds that would otherwise be available for the activities under this grant. This includes demonstrating that new funded positions will be added to the department and not replacing local funds with state funds.

 X **Intelligence Sharing** - The grantee is required to ensure that Law Enforcement personnel funded in whole or in part by this grant actively participate in Law Enforcement intelligence sharing webinars and Motor Vehicle Crime Investigator Virtual Command Centers organized and promoted on behalf of the MVCPA program operation and statewide collaboration.

APPROVED AND ACCEPTED BY:

Authorized Official

Printed Name and Title

Date Signed

STATE OF TEXAS

§

COUNTY OF HIDALGO

§

§

INTERLOCAL COOPERATION AGREEMENT BETWEEN
THE COUNTY OF HIDALGO, TEXAS, AND THE
CITY OF **MERCEDES, TEXAS REGARDING MVCPA TASK FORCE**

THIS Agreement is made on and entered into, effective as of the ____ day of _____, 20____, by and between **HIDALGO COUNTY, TEXAS**, by and through the Hidalgo County Sheriff's Office (the "County"), and **CITY OF **MERCEDES**** (the "City"), collectively referred to as the "Parties", pursuant to the provisions of the Texas Interlocal Cooperation Act ("Act"), Chapter 791, et seq., Texas Government Code. The purpose of this Agreement is for County to provide City with law enforcement services within its jurisdiction in accordance with the Texas Government Code Chapter 791. This Agreement shall be fully executed and enforceable on the date it is signed by both of the Parties.

WITNESSETH:

WHEREAS, the City is a municipality defined as a "Political Subdivision" under the Interlocal Cooperation Act, a political subdivision organized under the laws of the State of Texas;

WHEREAS, the County is defined as a "Local Government" under the Act, and a county in the State of Texas;

WHEREAS, County and City are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Chapter 791 Texas Government Code, which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act;

WHEREAS, this agreement is intended to further the purpose of the Interlocal Cooperation Act, which is to increase the efficiency and effectiveness of local government;

WHEREAS, County and City have the objective to operate a multi-agency taskforce funded in part by the Motor Vehicle Crime Prevention Authority of the State of Texas (MVCPA) grant, for funding in the amount of **\$49,515.00** for the items described below;

WHEREAS, County and City have agreed to contribute an amount of matching funds in an amount indicated below if said application is approved;

WHEREAS, the source of funds would not normally be used for this purpose;

WHEREAS, the County and City have the authority and it is in their best interest to join in the application to develop a multijurisdictional MVCPA Task Force;

WHEREAS, the County and City agree to each accept the responsibility for their respective commitments and to adhere to all applicable federal, state and local laws or regulations, as well as all grant rules and conditions.

WHEREAS, County and City have determined that it is in the best interest and benefit of the citizens of City and County to cooperate in this agreement and that it serves a public purpose;

NOW THEREFORE, County and City in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. All of the above statements are incorporated herein and fully restated.
2. **Purpose.** The purpose of this Agreement is to allow County and City to operate a multi-agency taskforce with the Motor Vehicle Crime Prevention Authority of the State of Texas, which application is attached hereto as Exhibit "A" and made a part hereof for all purposes.
3. **Term.** The term of this Interlocal agreement commences on the effective date indicated above and ends on **October 16th, 2025**, or unless otherwise terminated as provided herein.
4. **Termination.** This Agreement may be terminated for convenience by either party upon thirty (30) days written notice to the other party. This Agreement may also be terminated immediately by mutual written agreement of the parties. The parties intend this provision to be a continuing right to terminate this Agreement.
5. **Consideration.** As consideration for this Agreement, County and City agree to contribute a total of **\$14,758.00** in matching funds for the enhancement of the funded grant program in the amounts and methods as follows:

Item Description	Amount	Method (Cash Paid/In Lieu of/In Kind)
Mercedes PD TFOs	\$14,758.00	

6. **Allocation of Funds.** The specific allocation of the County and City fund is set out in the attachments to this Agreement, marked as Exhibits " " through " " inclusive, and made part hereof for all purposes.

7. **Equipment.** Upon termination of this Agreement, equipment including vehicles, hardware, and other non-expendable items will revert back to the applicant. The Motor Vehicle Crime Prevention Authority of the State of Texas will be notified and inventory records will be updated.

8. **Amendments.** This Agreement may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this agreement.

9. **Indemnity.** TO THE EXTENT AUTHORIZED BY LAW AND WITHOUT WAIVING ANY GOVERNMENTAL OR OFFICIAL IMMUNITIES OR DEFENSES, CITY AGREES TO AND SHALL INDEMNIFY, SAVE AND HOLD HARMLESS, AND DEFEND COUNTY, ITS OFFICIALS, OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES AND RELATED COSTS, FOR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE, DESTRUCTION, OR LOSS ARISING OUT OF OR CONNECTED IN ANY WAY WITH THE PERFORMANCE BY CITY OFFICIALS, AGENTS, AND EMPLOYEES OF CITY'S RESPONSIBILITIES UNDER THIS AGREEMENT, WHERE SUCH PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE, DESTRUCTION, OR LOSS IS CAUSED BY THE JOINT NEGLIGENCE OF CITY AND ANY OTHER PERSON OR ENTITY OR THE JOINT INTENTIONAL ACT OR OMISSION OF CITY AND ANY OTHER PERSON OR ENTITY. SUCH INDEMNITY SHALL APPLY WHERE THE CLAIMS, LOSSES, DAMAGES, CAUSES OF SUCH ACTION, SUITS OR LIABILITY ARISE IN WHOLE OR IN PART FROM THE NEGLIGENCE OR INTENTIONAL ACT OR OMISSION OF CITY.

10. This Agreement is not intended to extend the liability of the Parties beyond that provided by law. Neither County nor City waive, nor shall be deemed to have hereby waived, any immunity or defense that would otherwise be available to it against claims arising from third parties.

11. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agreement or representative) and representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by City and County, and not otherwise.

12. **Texas Law to Apply.** The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the Parties, shall be governed by the laws of the State of Texas. This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligation of the parties created hereunder are performable in Hidalgo County, Texas. The City hereby consent to personal jurisdiction in Hidalgo County, Texas.

13. **Conflict of Applicable Law/Severability.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is a conflict between and provisions of their Agreement and any present or future law, ordinance or

administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provisions or provision of the Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during times such conflict exists. In case any one or more of the provisions contained in this Agreement will for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision thereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

14. Authority to Execute. The execution and performance of this Agreement by each Party to this Agreement has been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the Parties to this Agreement in accordance with its terms.

15. Notice. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County: County of Hidalgo
 Attention: County Judge
 100 E. Cano, 2nd Floor
 Edinburg, TX 78539

w/ copy to: Hidalgo County Sheriff's Office
 Attn: Hidalgo County Sheriff
 711 El Cibolo Rd.
 Edinburg, TX 78541

If to City: City of _____
 Attn: _____
 Address: _____

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

16. Governmental Purpose. Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available for the paying party, as herein provided.

17. Commitment or Current Revenues Only: In the event that during any term hereof; the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

18. Liability Insurance. Each entity will carry sufficient liability insurance at the statutorily required limits, pursuant to the Texas Tort Claims Act.

19. No Waiver of Immunities/Defenses: Nothing in this Agreement is intended to and the Parties to this Agreement do not hereby waive, release or relinquish any right to assert any of the defenses the Parties to this Agreement may enjoy by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to the Parties to this Agreement as to any claim or action of any person, entity, or individual against the Parties to this Agreement.

20. Non-Discrimination. The Agreement and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law or by each Party's respective policy, including without limitation race, color, national origin, religion, sex, age, veteran status, disability or any other protected category.

21. Additional Documents. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

22. Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

23. Assignments. This Agreement shall not be assignable.

24. Gender and Number. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.

22. Authority to Execute: The execution and performance of this Agreement by each Party to this Agreement has been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the Parties to this Agreement in accordance with its terms.

23. Governing Provisions. Parties shall comply with all applicable laws and regulations.

24. Headings. The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of any paragraph hereof.

25. Prior Agreements. This Agreement supersedes and terminates all previous Interlocal Agreement(s) between the parties hereto concerning the subject matter hereof, except for any Interlocal Agreement dated prior to this Agreement to the extent work is being performed under said Agreement at the time of executing this Agreement. Once ongoing work under any such previous Interlocal Agreement(s) is completed and payment is remitted such previous Interlocal Agreement shall terminate at such time.

26. Appendix II to CFR 200-Contract Provisions. Pursuant to 2 CFR 200.327, a non-Federal entity's contracts must contain the applicable provisions described in Appendix II to 2 CFR 200-Contract Provisions for non-Federal Entity Contracts under Federal Awards. Therefore, if applicable, the provisions of Appendix II to 2 CFR 200 are incorporated by reference into this County contract should it be subject to Federal award.

[SIGNATURE PAGE TO FOLLOW]

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

THE CITY OF _____,
TEXAS

Printed Name: _____
Mayor

ATTEST

Printed Name: _____
City Secretary

THE COUNTY OF HIDALGO

Richard F. Cortez, County Judge

ATTEST

Arturo Guajardo, Jr., County Clerk

Approved by Hidalgo County Commissioners Court on: _____
Agenda Item No. _____

APPROVED AS TO FORM:
Hidalgo County Criminal District Attorney's Office
Toribio "Terry" Palacios

_____, Assistant District Attorney

DATE: January 21, 2025
FROM:
ITEM: Discussion and possible action to Approval of Interlocal Agreement for Water and Sewer for Camino Heights

BACKGROUND INFORMATION: Camino Heights requires an interlocal agreement for water and sewer services. Currently, the city does not have the necessary infrastructure to provide either water or sewer to the subdivision. However, as the city continues to grow, we anticipate being able to extend these services in the near future. Camino Heights is inside City limits on the Weslaco side.

BOARD REVIEW/CITIZEN FEEDBACK:

ALTERNATIVES/OPTIONS:

FISCAL IMPACT: (Total Costs)

Proposed Expenditure/(Revenue): **Account Number(s):**
\$

Finance Review by: (Has finance reviewed it to make sure we have the funds Yes/No/Not Applicable)

LEGAL REVIEW: The City Attorney has reviewed and approved the interlocal agreement.

ATTACHMENTS:

1. Interlocal Agreement

STAFF RECOMMENDATION: Approval of Interlocal Agreement

**Interlocal Agreement for
Sanitary Sewer and Water Utility Services
Between the City of Mercedes and the City of Weslaco**

THIS AGREEMENT, entered into this ____ day of _____ 2024 by and between the City of Mercedes and the City of Weslaco.

WITNESSETH THAT:

WHEREAS, the City of Mercedes desires to connect a temporary sanitary sewer service line to an existing sanitary sewer system and a temporary water service line to an existing water supply system from the City of Weslaco to provide services to a proposed subdivision. The City of Mercedes desires to engage the City of Weslaco to allow the temporary connection to the City of Weslaco's existing supply system until permanent utility line improvements from the City of Mercedes to provide service to the proposed subdivision are completed.

NOW THEREFORE, the parties do mutually agree as follows:

Section 1. Period of Service

The City of Mercedes proposes to enter into agreement with the City of Weslaco for a period of twenty (20) years or until work is completed. **THIS AGREEMENT**, entered into this ____ day of _____ 2024 by and between the City of Mercedes and the City of Weslaco and shall remain in force for twenty (20) years thereafter, or until permanent sanitary sewer line improvements by the City of Mercedes are completed.

Section 2. Scope of Service

Part II, Scope of Service, is hereby incorporated by reference into this Agreement.

Section 3. Access to information

It is agreed that all information, data, reports, records and maps as are existing, available and necessary for the carrying out of the work outlined above shall be furnished to the City of Weslaco by the City of Mercedes if required. No charge will be made to the City of Weslaco for such information, and the City of Mercedes will cooperate with the City of Weslaco in every way possible to facilitate the performance of the work described.

Section 4. Compensation and Method of Payment

The Property Owners of the proposed subdivision, Camino Heights, will pay the City of Weslaco all costs for the installation of the service connections. Upon connection of the services, the City of Weslaco will send the bill for the services to the temporary homeowners, hereby known as "Camino Heights". Camino Heights agrees to pay all sanitary sewer services at the City of Weslaco's set sewer rate and water services at the City of Weslaco's set rate. In the event of nonpayment by any homeowner the City reserves the right to terminate services to the individual homeowners until the account is paid.

Section 5. Indemnification

The City of Mercedes, to the greatest extent allowed by law, agrees to indemnify, defend, and hold harmless the City of Weslaco, its elected officials, officers, agents, and employees from and against any and all claims, demands, liabilities, damages, losses, costs, and expenses, including reasonable attorneys' fees, arising out of, connected with, or resulting from the temporary service line connections to the City of Weslaco's existing supply system for the proposed subdivision. This includes, but is not limited to, any claims for personal injury, death, property damage, or environmental contamination, except to the extent such claims are caused by the sole negligence or willful misconduct of the City of Weslaco. This indemnification obligation shall survive the completion, termination, or expiration of this Agreement.

Section 6. Termination

The City of Weslaco shall have the right to terminate this contract, in whole or in part, at any time before the date of completion specified whenever the City of Weslaco has determined that the Corporation has failed to comply with any term of this contract. The City of Weslaco shall notify the City of Mercedes in writing prior to the thirtieth (30th) day preceding the date of termination of such determination; the reasons for such termination; the effective date of such termination; and in the case of partial determination, the portion of the contract to be terminated.

Either of the parties to this contract shall have the right to terminate this contract, in whole or in part, when both parties agree that the continuation of the activities funded under this contract would not produce beneficial results commensurate with the further expenditure of funds; provided that both parties agree, in writing, upon the termination conditions, including the effective date of such termination; and in the case of partial termination, the portion of the contract to be terminated.

Section 7. Miscellaneous Provisions

1. This agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County Texas.
2. Nothing in this Agreement shall be construed as a waiver of any governmental, sovereign, or other immunities or defenses available to the City of Weslaco or the City of Mercedes, their officers, employees, or agents under federal or state law. Both parties expressly reserve all immunities, rights, defenses, or limitations of liability arising from their status as governmental entities.
3. This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assignees where permitted by this Agreement.
4. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not effect any other provision thereof and this Agreement shall not be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
5. If any action at law or in equity is necessary to enforce or interpret the terms of the Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

6. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to and incorporated into this Agreement.

Accepted and Agreed To This_____Day of_____, 2024

City Mayor
City of Mercedes

City Mayor
City of Weslaco

ATTEST:

City Secretary

Approved as to form:

City Attorney

Part II
SCOPE OF SERVICES

The City of Mercedes does not currently have a sanitary sewer supply line nor water supply line within feasible connection distance to a proposed subdivision.

The City of Mercedes is proposing the construction and installation of a temporary sanitary sewer line and water line connection to the existing sanitary sewer manhole that is owned by the City of Weslaco and the water line that is owned by the City of Weslaco. The City of Mercedes will furnish and install all necessary material to comply with the City of Weslaco standards and will coordinate with city inspectors to ensure connection meets standards and specifications. Upon completion of the permanent improvements by the City of Mercedes, the temporary service connections will be removed from the City of Weslaco's manhole and water line, and be installed to the permanent improvements to service the proposed subdivision

DATE: January 21, 2025
FROM:
ITEM: Discussion and possible action to Approval of Interlocal Agreement for Sewer for Las Cabanas

BACKGROUND INFORMATION: Las Cabanas is a single-family development spanning 24.9 acres and comprising 73 lots, which has self-annexed into the city. An interlocal agreement is required, as the city will be able to provide water services, but not sewer services at this time. Until the city expands its sewer infrastructure to the subdivision in the near future, sewer services will be provided by Weslaco.

BOARD REVIEW/CITIZEN FEEDBACK:

ALTERNATIVES/OPTIONS:

FISCAL IMPACT: (Total Costs)

Proposed Expenditure/(Revenue): **Account Number(s):**
\$

Finance Review by: (Has finance reviewed it to make sure we have the funds Yes/No/Not Applicable)

LEGAL REVIEW: The City Attorney has reviewed and approved the interlocal agreement.

ATTACHMENTS:

1. Interlocal Agreement with City of Weslaco

STAFF RECOMMENDATION: Approval of Interlocal Agreement

**Interlocal Agreement for
Sewer Utility Services
(Lift Station)
Between the City of Mercedes and the City of Weslaco**

THIS AGREEMENT, entered into this ____ day of _____ 2024 by and between the City of Mercedes and the City of Weslaco.

WITNESSETH THAT:

WHEREAS, the City of Mercedes desires to connect a force main line to an existing sewer supply line from a lift station located in the City of Weslaco to provide service to a proposed subdivision. The City of Mercedes desires to engage the City of Weslaco to allow the connection to the City of Weslaco's existing sewer supply system until permanent sewer line improvements from the City of Mercedes are available to provide force main line service to the proposed subdivision.

NOW THEREFORE, the parties do mutually agree as follows:

Section 1. Period of Service

The City of Mercedes proposes to enter into agreement with the City of Weslaco for a period of ____ years or until work is completed. **THIS AGREEMENT**, entered into this ____ day of _____ 2024 by and between the City of Mercedes and the City of Weslaco and shall remain in force for ____ years thereafter, or until permanent sanitary sewer line improvements by the City of Mercedes are completed.

Section 2. Scope of Service

Part II, Scope of Service, is hereby incorporated by reference into this Agreement.

Section 3. Access to information

It is agreed that all information, data, reports, records and maps as are existing, available and necessary for the carrying out of the work outlined above shall be furnished to the City of Weslaco by the City of Mercedes if required. No charge will be made to the City of Weslaco for such information, and the City of Mercedes will cooperate with the City of Weslaco in every way possible to facilitate the performance of the work described.

Section 4. Compensation and Method of Payment

The City of Mercedes will pay the City of Weslaco all necessary fees for the installation of the sewer service line connections. Upon connection of the service lines, the City of Weslaco will send the sewer bills to the homeowners herby known as "Las Cabanas Estates Subdivision". Las Cabanas Estates Subdivision homeowners agree to pay all sewer services at the City of Weslaco's set rates.

Section 5. Indemnification

The City of Mercedes shall comply with the requirements of all applicable laws, rules, and regulations, and shall exonerate, indemnify, and hold harmless the City of Weslaco and its agency member from and against them.

Section 6. Termination

The City of Weslaco shall have the right to terminate this contract, in whole or in part, at any time before the date of completion specified whenever the City of Weslaco has determined that the Corporation has failed to comply with any term of this contract. The City of Weslaco shall notify the City of Mercedes in writing prior to the thirtieth (30th) day preceding the date of termination of such determination; the reasons for such termination; the effective date of such termination; and in the case of partial determination, the portion of the contract to be terminated.

Either of the parties to this contract shall have the right to terminate this contract, in whole or in part, when both parties agree that the continuation of the activities funded under this contract would not produce beneficial results commensurate with the further expenditure of funds; provided that both parties agree, in writing, upon the termination conditions, including the effective date of such termination; and in the case of partial termination, the portion of the contract to be terminated.

Section 7. Miscellaneous Provisions

1. This agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County Texas.
2. This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assignees where permitted by this Agreement.
3. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or un-enforceability shall not affect any other provision thereof and this Agreement shall not be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
4. If any action at law or in equity is necessary to enforce or interpret the terms of the Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
5. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to and incorporated into this Agreement.

Accepted and Agreed To This _____ Day of _____, 2024

City Mayor
City of Mercedes

City Mayor
City of Weslaco

Part II
SCOPE OF SERVICES

The City of Mercedes does not currently have a sewer supply line within feasible connection distance to a proposed subdivision.

The City of Mercedes is proposing the construction and installation of a temporary sewer line connections to the existing sewer line connection to existing a lift station that is owned by the City of Weslaco. This will be a temporary service line connection until the City of Mercedes has sewer utilities to service the proposed subdivision known as Las Cabanas Estates Subdivision. The developer on behalf of the City of Mercedes will furnish and install all necessary material to comply with the City of Weslaco standards and will coordinate with city inspectors to ensure connection meets standards and specifications.

DATE: January 21, 2025
FROM: Orlando Diaz, Lieutenant
ITEM: **Discussion and possible action to Approval of Agreement and Resolution 2025-01 for the Temporary Closure of State Right-of-Way - 86th Annual RGVLS 2025**

BACKGROUND INFORMATION: The Mercedes Police Department courteously seeks approval for the Temporary Closure of State Right-of-Way to facilitate Traffic Control during peak hours at the 86th Annual Rio Grande Valley Livestock Show Event.

BOARD REVIEW/CITIZEN FEEDBACK:

ALTERNATIVES/OPTIONS:

FISCAL IMPACT: (Total Costs)

Proposed Expenditure/(Revenue):
\$ Pending

Account Number(s):
01-522-1011

LEGAL REVIEW:

ATTACHMENTS:

1. Write Up
2. Agreement For The Temporary Closure of State Right-of-Way - 86th Annual RGVLS 2025
3. Exhibit A: Attached Route Map And Road Closures
4. Exhibit B: Resolution
5. Exhibit C: Traffic Control Agreement

STAFF RECOMMENDATION: Approval of Agreement for the Temporary Closure of State Right-of-Way - 86th Annual RGVLS 2025

Tuesday, January 21, 2025

Mayor
City Manager
Commissioners

Good Evening,

In alignment with the agreement between TXDOT and the Mercedes Public Safety Department, we are requesting approval for a resolution to authorize a temporary road closure permit for the 86th Annual Rio Grande Valley Livestock Show. This event is scheduled to take place from Thursday, March 6, 2025, to Sunday, March 16, 2025.

The proposed road closures aim to manage traffic during peak hours, specifically from 5:00 PM to 8:30 PM. (Note that these hours may vary daily). The closures will occur at the intersection of W. Frontage Rd., N. Vermont Ave., and N. Texas Ave. During this period, traffic will be redirected east on the Frontage Road toward the Mile 1 East turnaround. From there, vehicles will travel back west, forming two lanes on the Westbound Frontage Road and N. Texas Ave. before merging onto North FM 491 and entering the Rio Grande Valley Livestock Show event area. Only emergency vehicles will be allowed to travel north and south underneath the Vermont & Texas Overpass.

To ensure the smooth operation of this plan, the following officers will be stationed at the indicated locations:

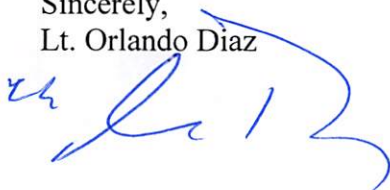
1. MPD Officer – N. Vermont Ave. / WB Frontage Rd. (EB)
2. MPD Officer – N. Vermont Ave. / WB Frontage Rd. (WB)
3. MPD Officer – N. Texas Ave. / WB Frontage Rd. (EB)
4. MPD Officer – N. Texas Ave. / EB Frontage Rd. (WS)
5. MPD Officer – N. Texas Ave. / FM 491 (ES)
6. MPD Officer – N. FM 491 Rd. / Ohio Ave. (Entrance)
7. MPD Officer – N. FM 491 Rd. / Ohio Ave. (Entrance)

Additionally, extra patrol officers will be available for support as needed. The patrol division's schedule during the event is as follows:

- **A-Shift:** 7:00 AM – 7:00 PM
- **B-Shift:** 7:00 PM – 7:00 AM

Your approval of this temporary road closure permit is essential for ensuring effective traffic control and the smooth operation of the 86th Annual Rio Grande Valley Livestock Show. We greatly appreciate your cooperation in this matter.

Sincerely,
Lt. Orlando Diaz



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."

W I T N E S S E T H

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 the 1000 Block of West Frontage Rd./N. Vermont Ave. (Eastbound/Westbound), 400 Block of West Frontage Rd./N. Texas Ave. (Eastbound/Westbound), 500-600 Block of N. FM 491 Rd. (Texas Ave.) (Northbound/Southbound) for the purpose of the 86th Annual Rio Grande Valley Livestock Show Event, 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 21st day of January of 2025, the City Commission 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;

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, 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:
City of Mercedes	Texas Department of Transportation
400 South Ohio Avenue, Mercedes, TX	_____
78570	_____
_____	_____

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.

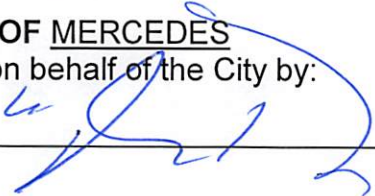
Article 13. SOLE AGREEMENT

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: January 21st, 2025

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 _____ Date _____
District Engineer

By _____ Date _____
Director of Maintenance

Exhibit A

(SEE ATTACHED ROUTE MAP AND ROAD CLOSURES)



MERCEDES POLICE DEPARTMENT

316 S. Ohio Ave.
Mercedes, Texas 78570
(956) 565-3102 Fax (956) 565-2583

Francisco J. Sanchez
Chief of Police

Tuesday, January 21, 2025

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: 86TH ANNUAL RIO GRANDE VALLEY LIVESTOCK SHOW EVENT

DATE OF CLOSURE: THURSDAY, MARCH 6, 2025 thru SUNDAY, MARCH 16, 2025

TIME OF CLOSURE: 05:00 P.M. – 08:30 P.M. *(Note: Operation hours subject to change daily)*

Lt. Orlando Diaz

A handwritten signature in blue ink, appearing to be "Orlando Diaz", written over the printed name.

86th Annual RGVLS Event

Thursday, March 6, 2025 thru Sunday, March 16, 2025

(Traffic Control)

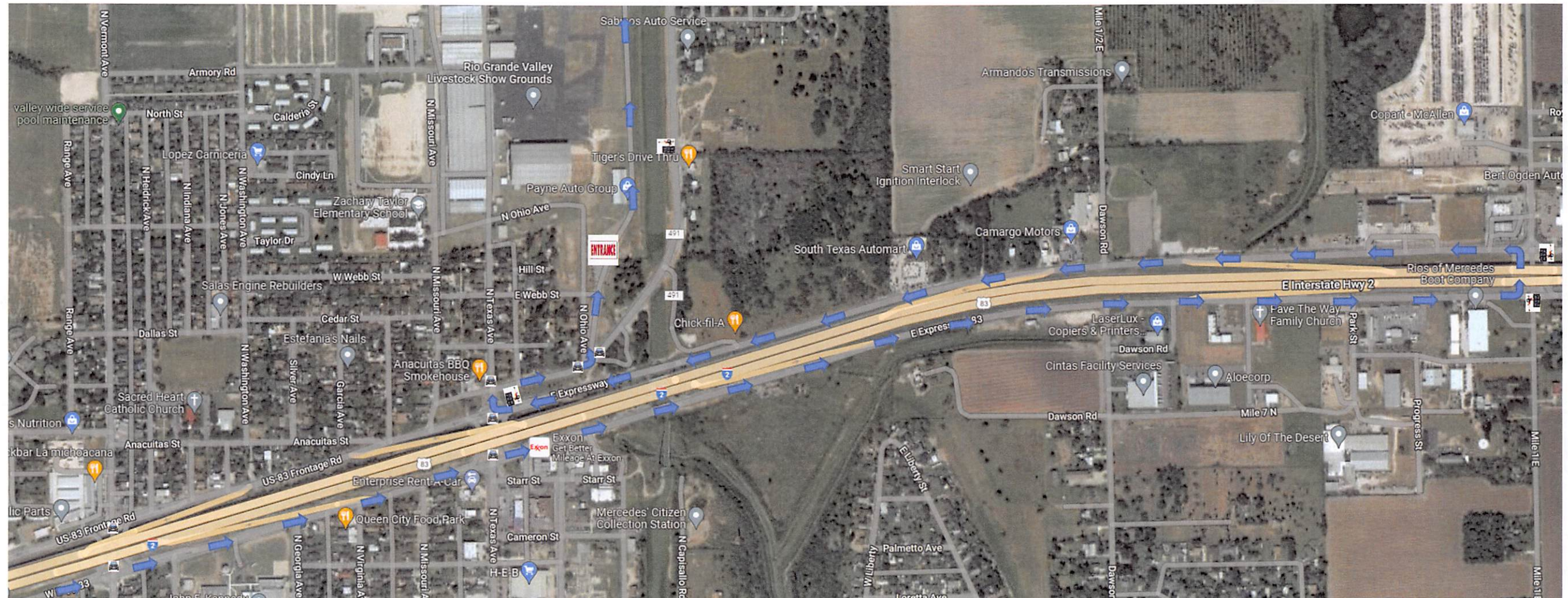
05:00 PM – 08:30 PM

(Note: Operation hours subject to change daily)

	INTERSECTION:	DEPARTMENT:		INTERSECTION:
	(Westbound)			(Eastbound)
1.	W. Frontage Rd. / N. Vermont Ave.	Mercedes PD Officer	Mercedes PD Officer	W. Frontage Rd. / N. Vermont Ave.
2.	W. Frontage Rd. / N. Texas Ave.	Mercedes PD Officer	Mercedes PD Officer	W. Frontage Rd. / N. Texas Ave.
	(Northbound/Southbound)			(Northbound/Southbound)
3.	N. Texas Ave. (FM 491 Rd.) / W. Anacuitas St.	Mercedes PD Officer		N. Texas Ave. (FM 491 Rd.) / W. Anacuitas St.
4.	N. FM 491 Rd. (Texas Ave.) / N. Ohio Ave.	Mercedes PD Officer	Mercedes PD Officer	N. FM 491 Rd. (Texas Ave.) / N. Ohio Ave.



RGVLS 2025 - Ingress



RGVLS 2025 - Ingress

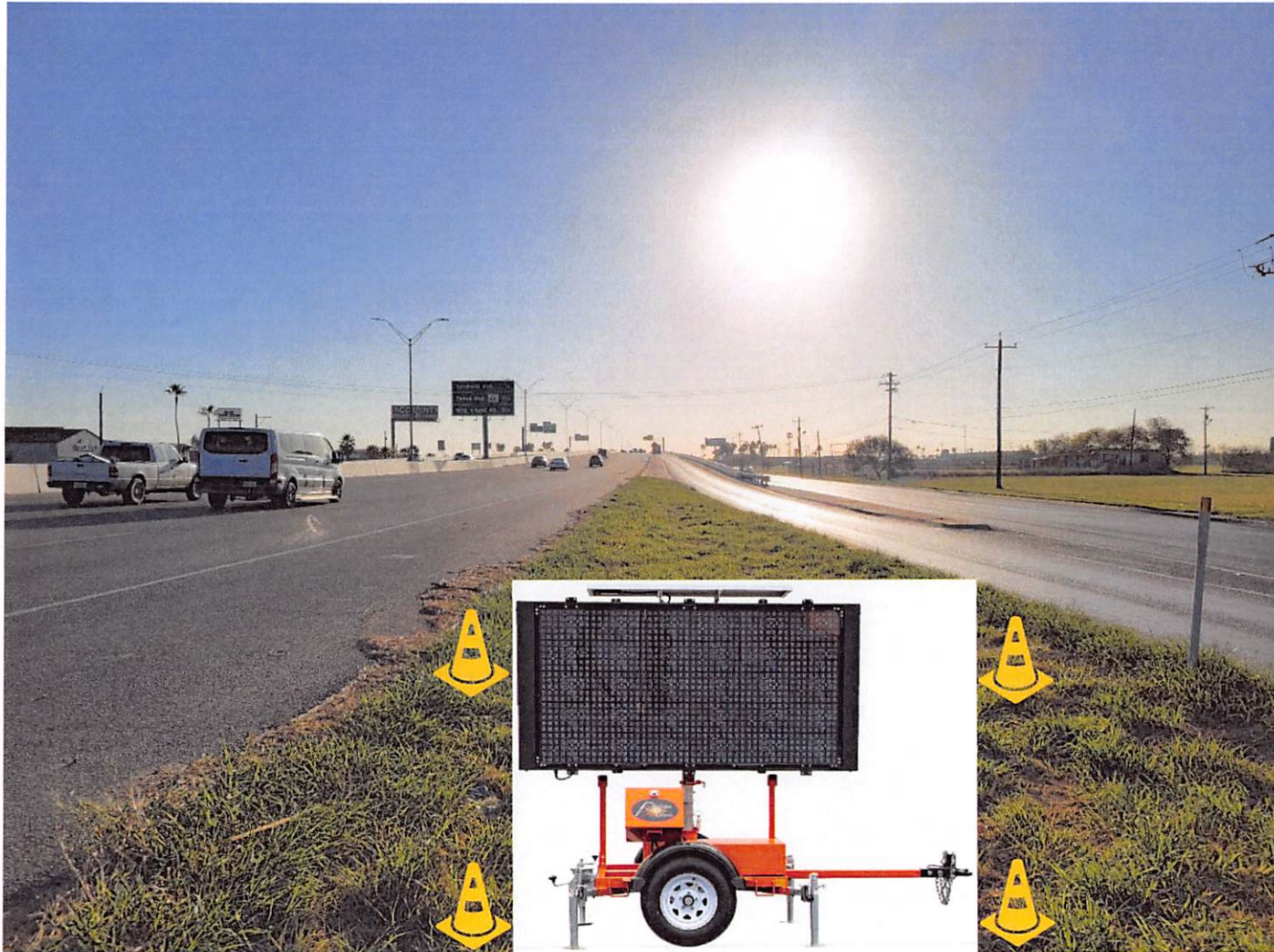


RGVLS 2025 - Ingress



2100 Block West Expressway 83 / Dakota St.

East Bound Traffic



First message board sign will be placed on the 2100 block of W. Expressway 83 (IH-2) Eastbound. MBS1 THSMB4 Reads: "RGVLS EXIT MILE 1E.". (4) Cones added around MBS1.

Recommended Traffic traveling Eastbound will travel to Mile 1 East and turn around and begin traveling WB Frontage Rd. to N. Texas Ave. / N. FM 491 Rd. and towards the main booth entrance.

This will alleviate traffic congestion traveling Northbound underneath the Texas Overpass and "bottle neck" at the intersection on N. FM 491 Rd.

RGVLS 2025 - Ingress



2100 Block West Expressway 83 / Dacota St.

East Bound Traffic



RGVLS 2025 - Ingress



1900 Block West Expressway 83 / Mile 2 West Rd.

East Bound Traffic



Traffic traveling Eastbound may Exit Vermont Ave. Exit 163A and continue traveling onto the Frontage Rd. or continue traveling East on IH-2 and towards the next Exit 163B.

Recommended Traffic traveling Eastbound will travel to Mile 1 East and Exit 164 turn around and begin traveling WB Frontage Rd. to N. Texas Ave. / N. FM 491 Rd. and towards the main booth entrance.

This will alleviate traffic congestion traveling Northbound underneath the Texas Overpass and "bottle neck" at the intersection on N. FM 491 Rd.

RGVLS 2025 – Ingress



1000 Block West Frontage Rd. / N. Vermont Ave.

East Bound Traffic



Traffic traveling Eastbound that Exited 163A and continued traveling on the Frontage Rd. will continue traveling East on the Frontage Rd. and towards the Mile 1 East Turnaround. Traffic not going to RGVLS may utilize the turnaround or go south on Vermont Ave. Traffic traveling northbound on N. Vermont Ave. will turn East on the Frontage Rd. as No Traffic will be able to travel north and underneath the Vermont Overpass.

Recommended Traffic traveling Eastbound will travel to Mile 1 East and turn around and begin traveling WB Frontage Rd. to N. Texas Ave. / N. FM 491 Rd. and towards the main booth entrance.

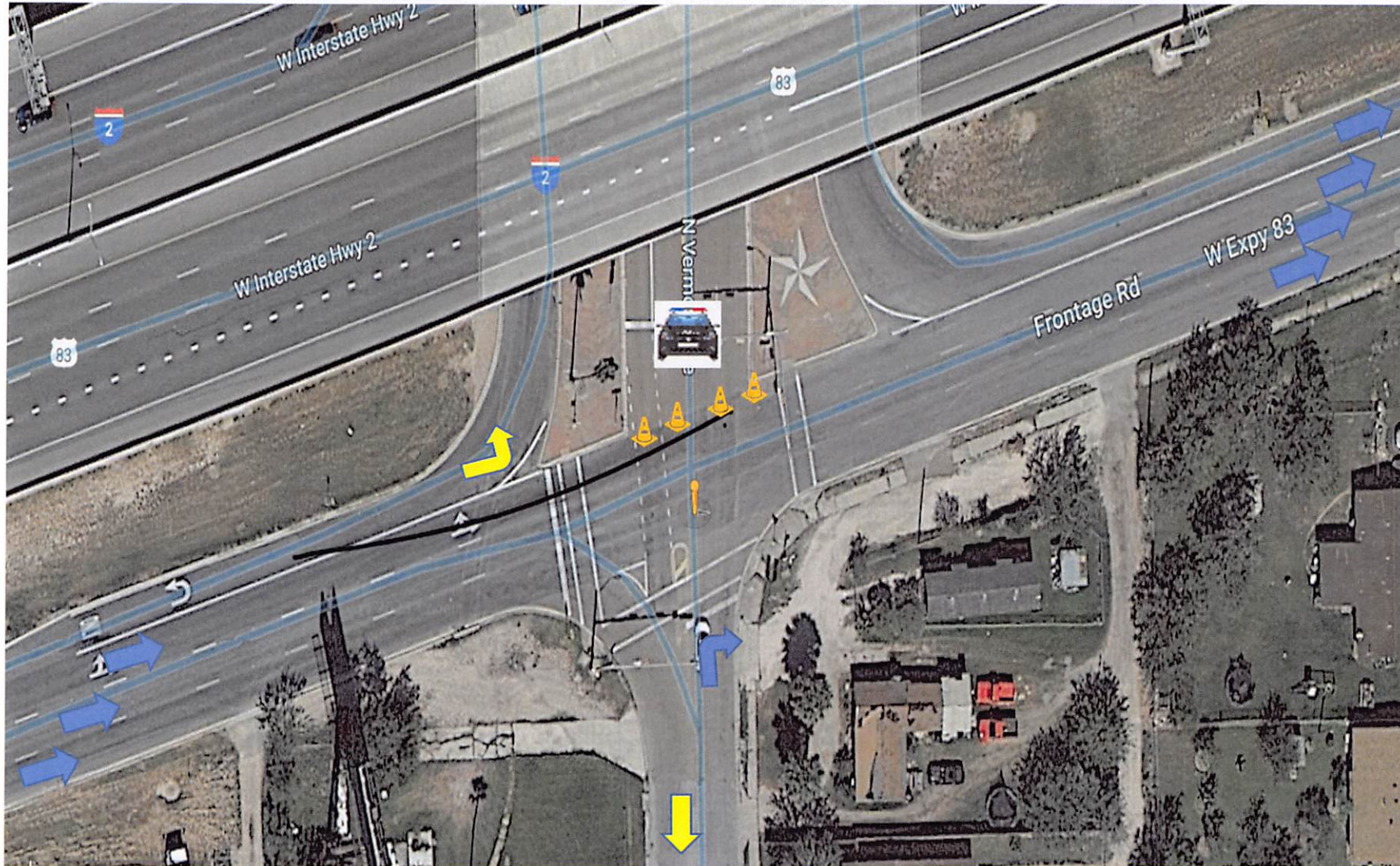
This will alleviate traffic congestion traveling Northbound underneath the Texas Overpass and “bottle neck” at the intersection on N. FM 491 Rd.

RGVLS 2025 – Ingress



1000 Block West Frontage Rd. / N. Vermont Ave.

East Bound Traffic



Traffic traveling Eastbound that Exited 163A and continued traveling on the Frontage Rd. will continue traveling East on the Frontage Rd. and towards the Mile 1 East Turnaround. Traffic not going to RGVLS may utilize the turnaround or go south on Vermont Ave. Traffic traveling northbound on N. Vermont Ave. will turn East on the Frontage Rd. as No Traffic will be able to travel north and underneath the Vermont Overpass.

Recommended Traffic traveling Eastbound will travel to Mile 1 East and turn around and begin traveling WB Frontage Rd. to N. Texas Ave. / N. FM 491 Rd. and towards the main booth entrance.

This will alleviate traffic congestion traveling Northbound underneath the Texas Overpass and “bottle neck” at the intersection on N. FM 491 Rd.

RGVLS 2025 - Ingress



900 Block West Expressway 83 / N. Indiana Ave.

East Bound Traffic



Traffic traveling Eastbound may Exit Texas Ave. Exit 163B and continue traveling onto the Frontage Rd. or continue traveling East on IH-2 and towards the next Exit 164.

Recommended Traffic traveling Eastbound will travel to Mile 1 East and Exit 164 turn around and begin traveling WB Frontage Rd. to N. Texas Ave. / N. FM 491 Rd. and towards the main booth entrance.

This will alleviate traffic congestion traveling Northbound underneath the Texas Overpass and “bottle neck” at the intersection on N. FM 491 Rd.

RGVLS 2025 - Ingress



900 Block West Expressway 83 / N. Indiana Ave.

East Bound Traffic



Traffic traveling Eastbound may Exit Texas Ave. Exit 163B and continue traveling onto the Frontage Rd. or continue traveling East on IH-2 and towards the next Exit 164.

Recommended Traffic traveling Eastbound will travel to Mile 1 East and Exit 164 turn around and begin traveling WB Frontage Rd. to N. Texas Ave. / N. FM 491 Rd. and towards the main booth entrance.

This will alleviate traffic congestion traveling Northbound underneath the Texas Overpass and "bottle neck" at the intersection on N. FM 491 Rd.

RGVLS 2025 - Ingress



400 Block West Frontage Rd. / N. Texas Ave.

East Bound Traffic

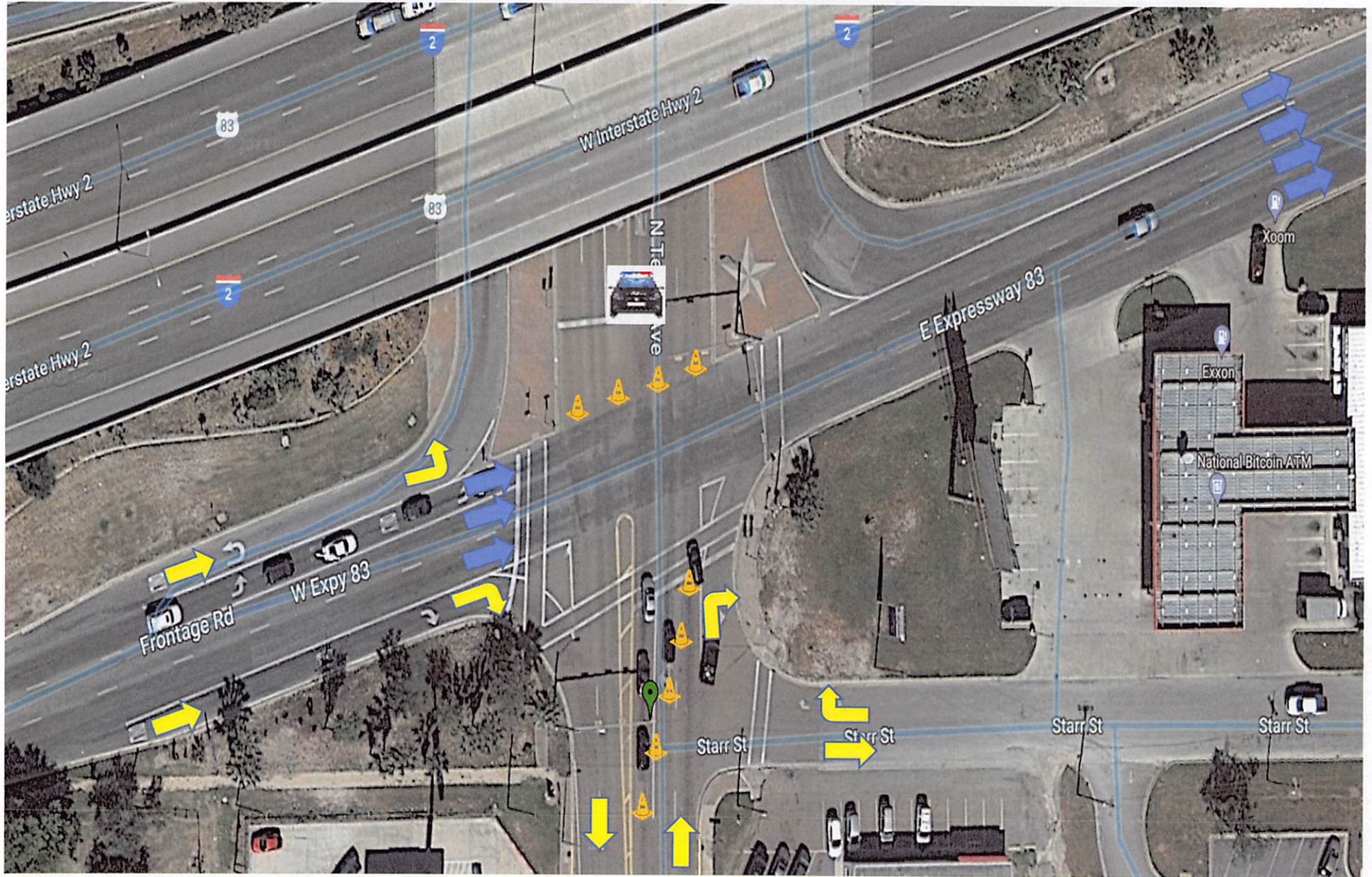


Traffic traveling Eastbound that Exited 163B and continued traveling on the Frontage Rd. will continue traveling East on the Frontage Rd. and towards the Mile 1 East Turnaround. Traffic not going to RGVLS may utilize the turnaround or go south on Texas Ave. Traffic traveling northbound on N. Texas Ave. will turn East on the Frontage Rd. as No Traffic will be able to travel north and underneath the Texas Overpass.

Recommended Traffic traveling Eastbound will travel to Mile 1 East and turn around and begin traveling WB Frontage Rd. to N. Texas Ave. / N. FM 491 Rd. and towards the main booth entrance.

This will alleviate traffic congestion traveling Northbound underneath the Texas Overpass and "bottle neck" at the intersection on N. FM 491 Rd

RGVLS 2025 - Ingress



Traffic traveling Eastbound that Exited 163B and continued traveling on the Frontage Rd. will continue traveling East on the Frontage Rd. and towards the Mile 1 East Turnaround. Traffic not going to RGVLS may utilize the turnaround or go south on Texas Ave. Traffic traveling northbound on N. Texas Ave. will turn East on the Frontage Rd. as No Traffic will be able to travel north and underneath the Texas Overpass.

Recommended Traffic traveling Eastbound will travel to Mile 1 East and turn around and begin traveling WB Frontage Rd. to N. Texas Ave. / N. FM 491 Rd. and towards the main booth entrance.

This will alleviate traffic congestion traveling Northbound underneath the Texas Overpass and "bottle neck" at the intersection on N. FM 491 Rd.

RGVLS 2025 - Ingress



100 Block East Expressway 83 / Capiisallo Rd.

East Bound Traffic



RGVLS 2025 - Ingress



100 Block East Expressway 83 / Capiasallo Rd.

East Bound Traffic



Traffic traveling Eastbound will Exit Mile 1 East Rd. Exit 164 and continue traveling onto the Frontage Rd.

Recommended Traffic traveling Eastbound will travel to Mile 1 East and Exit 164 turn around and begin traveling WB Frontage Rd. to N. Texas Ave. / N. FM 491 Rd. and towards the main booth entrance.

This will alleviate traffic congestion traveling Northbound underneath the Texas Overpass and "bottle neck" at the intersection on N. FM 491 Rd.

RGVLS 2025 - Ingress



3900 Block East Frontage Rd. / N. Mile 1 East Rd.

East Bound Traffic



Traffic traveling Eastbound that Exited 164 and continued traveling on the Frontage Rd. will continue traveling East on the Frontage Rd. and towards the Mile 1 East Turnaround. 2nd Message board sign will be placed on the 3900 Block of E. Frontage Rd. MBS2 THSMB2 reads: "RGVLS TURN AROUND". (4) Cones added around MBS2. Traffic not going to RGVLS may utilize the Frontage Rd. and continue traveling East or turn north, south on Mile 1 East Rd.

Recommended Traffic traveling Eastbound will travel to Mile 1 East and turn around and begin traveling WB Frontage Rd. to N. Texas Ave. / N. FM 491 Rd. and towards the main booth entrance.

This will alleviate traffic congestion traveling Northbound underneath the Texas Overpass and "bottle neck" at the intersection on N. FM 491 Rd.

RGVLS 2025 - Ingress

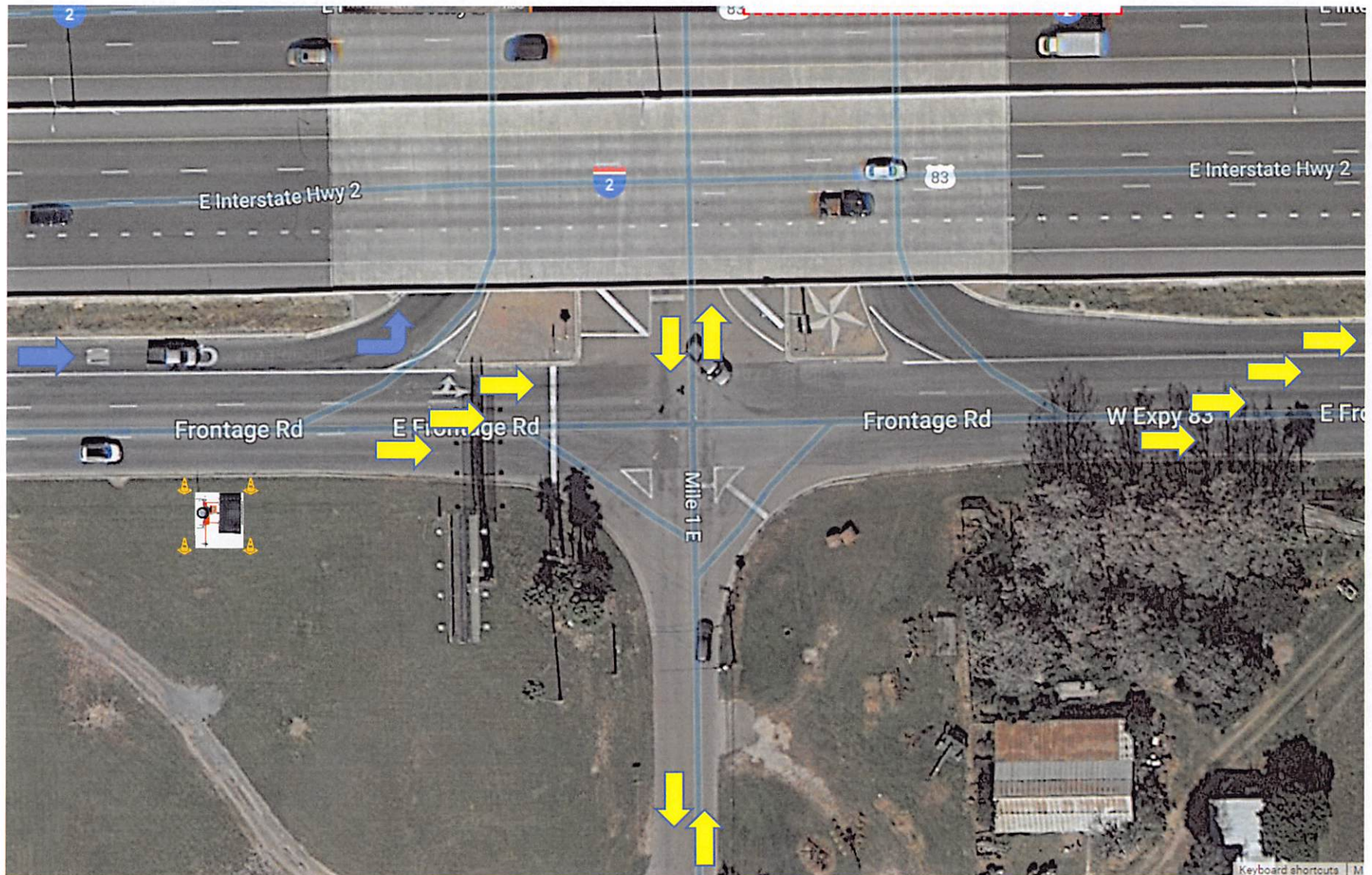


Traffic traveling Eastbound that Exited 164 and continued traveling on the Frontage Rd. will continue traveling East on the Frontage Rd. and towards the Mile 1 East Turnaround. 2nd Message board sign will be placed on the 3900 Block of E. Frontage Rd. MBS2 THSMB2 reads: "RGVLS TURN AROUND". (4) Cones added around MBS2. Traffic not going to RGVLS may utilize the Frontage Rd. and continue traveling East or turn north, south on Mile 1 East Rd.

Recommended Traffic traveling Eastbound will travel to Mile 1 East and turn around and begin traveling WB Frontage Rd. to N. Texas Ave. / N. FM 491 Rd. and towards the main booth entrance.

This will alleviate traffic congestion traveling Northbound underneath the Texas Overpass and "bottle neck" at the intersection on N. FM 491 Rd.

RGVLS 2025 - Ingress



Traffic traveling Eastbound that Exited 164 and continued traveling on the Frontage Rd. will continue traveling East on the Frontage Rd. and towards the Mile 1 East Turnaround. 2nd Message board sign will be placed on the 3900 Block of E. Frontage Rd. MBS2 THSMB2 reads: "RGVLS TURN AROUND". (4) Cones added around MBS2. Traffic not going to RGVLS may utilize the Frontage Rd. and continue traveling East or turn north, south on Mile 1 East Rd.

Recommended Traffic traveling Eastbound will travel to Mile 1 East and turn around and begin traveling WB Frontage Rd. to N. Texas Ave. / N. FM 491 Rd. and towards the main booth entrance.

This will alleviate traffic congestion traveling Northbound underneath the Texas Overpass and "bottle neck" at the intersection on N. FM 491 Rd.

RGVLS 2025 - Ingress



11000 Block East Expressway 83 / Mile 3 East Rd.

West Bound Traffic



Traffic traveling Westbound on East Expressway 83 may Exit Mile 2 East, FM 1425 Exit 165 and continue traveling onto the Frontage Rd. or continue traveling West on IH-2 and towards the next Exit 164.

Recommended Traffic traveling Westbound will Exit 163B and continue traveling WB on E. Frontage Rd. to N. Texas Ave. / N. FM 491 Rd. and towards the main booth entrance.

This will alleviate traffic congestion traveling Northbound underneath the Texas Overpass and "bottle neck" at the intersection on N. FM 491 Rd.

RGVLS 2025 - Ingress



11000 Block East Expressway 83 / Mile 2 $\frac{3}{4}$ East Rd.

West Bound Traffic



Traffic traveling Westbound on East Expressway 83 may Exit Mile 2 East FM 1425 Exit 165 and continue traveling onto the Frontage Rd. or continue traveling West on IH-2 and towards the next Exit 164.

Recommended Traffic traveling Westbound will travel to Texas Ave. FM 491 Exit 163B and continue traveling WB on E. Frontage Rd. to N. Texas Ave. / N. FM 491 Rd. and towards the main booth entrance.

This will alleviate traffic congestion traveling Northbound underneath the Texas Overpass and “bottle neck” at the intersection on N. FM 491 Rd.



RGVLS 2025 - Ingress



Traffic traveling Westbound on East Expressway 83 may Exit Mile 2 East FM 1425 Exit 165 and continue traveling onto the Frontage Rd. or continue traveling West on IH-2 and towards the next Exit 164.

Recommended Traffic traveling Westbound will travel to Texas Ave. FM 491 Exit 163B and continue traveling WB on E. Frontage Rd. to N. Texas Ave. / N. FM 491 Rd. and towards the main booth entrance.

This will alleviate traffic congestion traveling Northbound underneath the Texas Overpass and “bottle neck” at the intersection on N. FM 491 Rd.

RGVLS 2025 - Ingress



10000 Block East Frontage Rd. / Mile 2 ½ East Rd.

West Bound Traffic



Traffic traveling Westbound may continue traveling onto the Frontage Rd. towards the next intersection of Mile 2 East Rd.

Recommended Traffic traveling Westbound on E. Frontage Rd. to N. Texas Ave. / N. FM 491 Rd. and towards the main booth entrance.

This will alleviate traffic congestion traveling Northbound underneath the Texas Overpass and “bottle neck” at the intersection on N. FM 491 Rd.



RGVLS 2025 - Ingress



Traffic traveling Westbound may continue traveling onto the Frontage Rd. towards the next intersection of Mile 2 East Rd.

Recommended Traffic traveling Westbound on E. Frontage Rd. to N. Texas Ave. / N. FM 491 Rd. and towards the main booth entrance.

This will alleviate traffic congestion traveling Northbound underneath the Texas Overpass and "bottle neck" at the intersection on N. FM 491 Rd.

RGVLS 2025 - Ingress



9000 Block East Expressway 83 / Mile 2 1/2 East Rd.

West Bound Traffic



The Third message board sign will be placed on the 9000 block of E. Expressway 83 (IH-2) Westbound. MBS3 THSMB10 Reads: "RGVLS EXIT MILE 1E". (4) Cones added around MBS3.

Traffic traveling Westbound on East Expressway 83 may Exit Mile 1 East Exit 164 and continue traveling onto the Frontage Rd. or continue traveling West on IH-2 and towards the next Exit 163B.

Recommended Traffic traveling Westbound will Exit 163B and continue traveling WB on E. Frontage Rd. to N. Texas Ave. / N. FM 491 Rd. and towards the main booth entrance.

This will alleviate traffic congestion traveling Northbound underneath the Texas Overpass and "bottle neck" at the intersection on N. FM 491 Rd.

RGVLS 2025 - Ingress



8000 Block East Frontage Rd. / Mile 2 East Rd.

West Bound Traffic



Traffic traveling Westbound may continue traveling onto the Frontage Rd. towards the next intersection of Mile 1 East Rd.

Recommended Traffic traveling Westbound on E. Frontage Rd. to N. Texas Ave. / N. FM 491 Rd. and towards the main booth entrance.

This will alleviate traffic congestion traveling Northbound underneath the Texas Overpass and "bottle neck" at the intersection on N. FM 491 Rd.

RGVLS 2025 - Ingress



Traffic traveling Westbound may continue traveling onto the Frontage Rd. towards the next intersection of Mile 1 East Rd.

Recommended Traffic traveling Westbound on E. Frontage Rd. to N. Texas Ave. / N. FM 491 Rd. and towards the main booth entrance.

This will alleviate traffic congestion traveling Northbound underneath the Texas Overpass and "bottle neck" at the intersection on N. FM 491 Rd.

RGVLS 2025 - Ingress



8000 Block East Frontage Rd. / Mile 2 East Rd.

West Bound Traffic

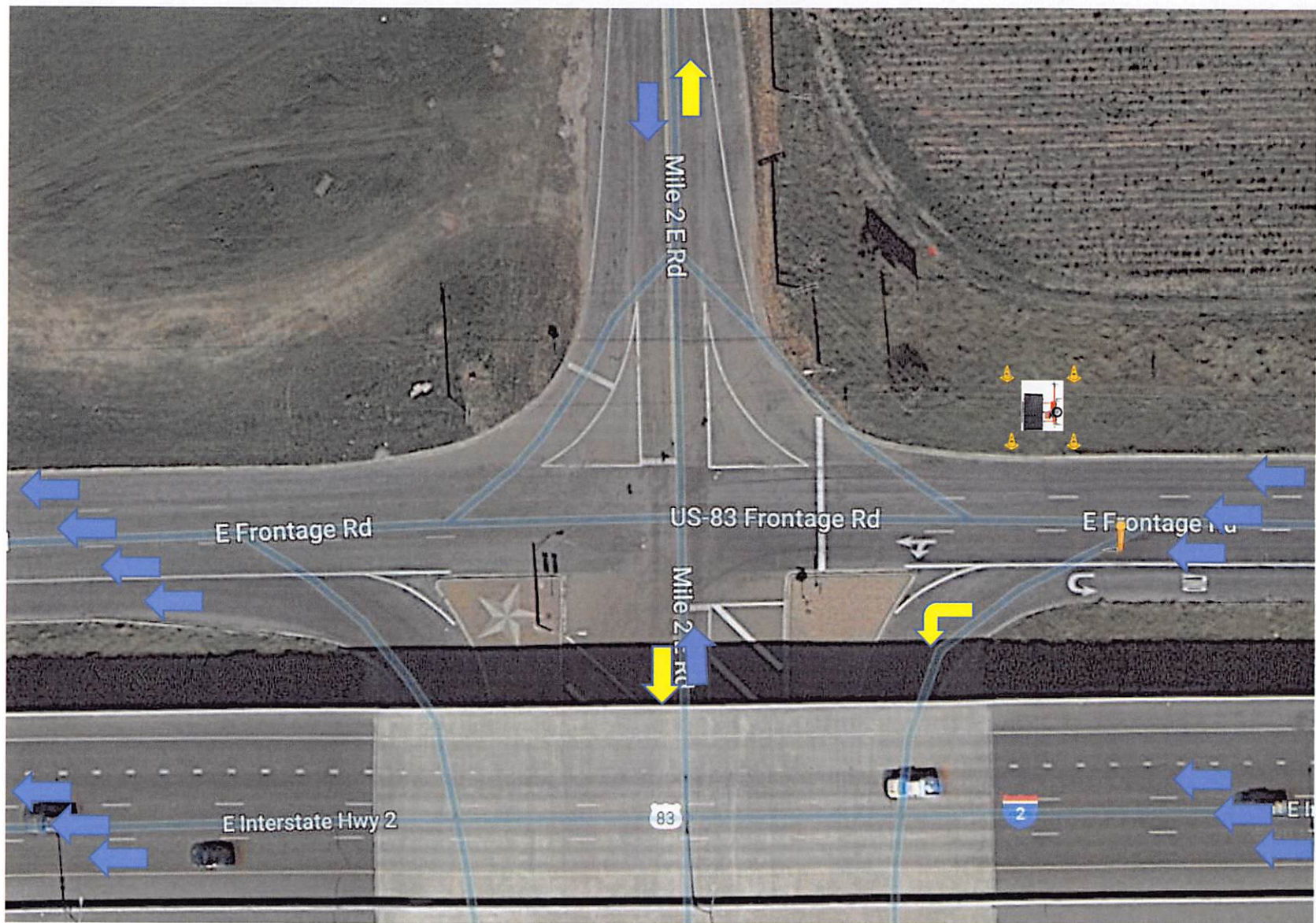


Traffic traveling Westbound that Exited 165 and continued traveling on the Frontage Rd. will continue traveling East on the Frontage Rd. towards Mile 1 East Rd. 4th Message board sign will be placed on the 8000 Block of E. Frontage Rd. MBS4 reads: "RGVLS ENTRANCE AHEAD". (4) Cones added around MBS4. Traffic not going to RGVLS may utilize the Frontage Rd. and can turn north or south on Mile 2 East Rd.

Recommended Traffic traveling Westbound will travel continue traveling to N. Texas Ave. / FM 491 Rd. and towards the main booth entrance.

This will alleviate traffic congestion traveling Northbound underneath the Texas Overpass and "bottle neck" at the intersection on N. FM 491 Rd.

RGVLS 2025 - Ingress



Traffic traveling Westbound that Exited 165 and continued traveling on the Frontage Rd. will continue traveling East on the Frontage Rd. towards Mile 1 East Rd. 4th Message board sign will be placed on the 8000 Block of E. Frontage Rd. MBS4 reads: "RGVLS ENTRANCE AHEAD". (4) Cones added around MBS4. Traffic not going to RGVLS may utilize the Frontage Rd. and can turn north or south on Mile 2 East Rd.

Recommended Traffic traveling Westbound will travel continue traveling to N. Texas Ave. / FM 491 Rd. and towards the main booth entrance.

This will alleviate traffic congestion traveling Northbound underneath the Texas Overpass and "bottle neck" at the intersection on N. FM 491 Rd.

RGVLS 2025 - Ingress



3900 Block East Frontage Rd. / Mile 1 East Rd.

West Bound Traffic



Traffic traveling Eastbound that Exited 164 and continued traveling on the Frontage Rd. will continue traveling East on the Frontage Rd. and towards the Texas Ave. The 5th Message board sign will be placed on the 3900 Block of E. Frontage Rd. MB5 THSMB9 reads: "RGVLS ENTRANCE AHEAD". (4) Cones added around MBS5. Traffic not going to RGVLS may utilize the Frontage Rd. and continue traveling East or turn north, south on Mile 1 East Rd.

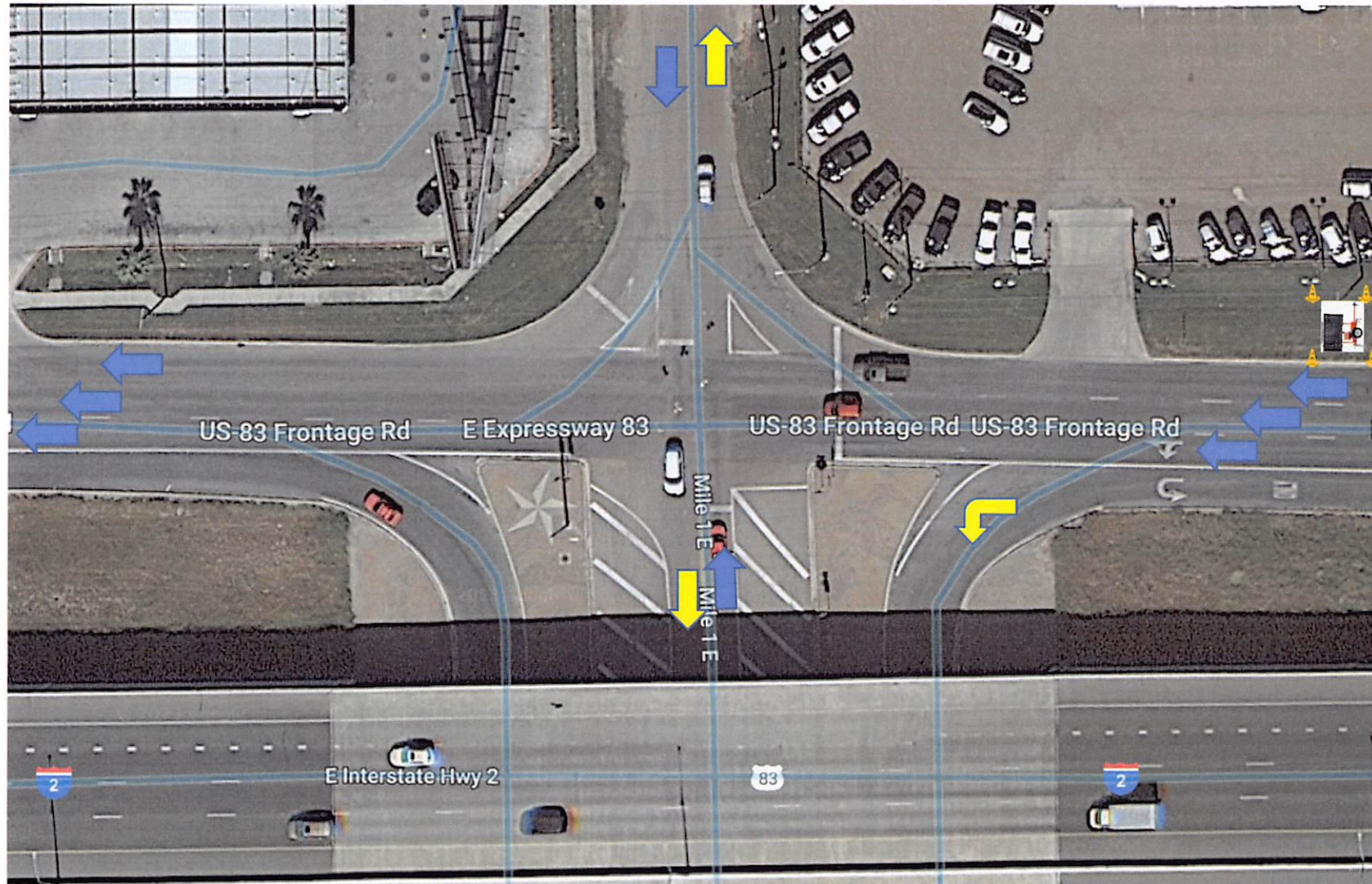
Recommended Traffic traveling Eastbound will travel to WB Frontage Rd. to N. Texas Ave. / N. FM 491 Rd. and towards the main booth entrance.

This will alleviate traffic congestion traveling Northbound underneath the Texas Overpass and "bottle neck" at the intersection on N. FM 491 Rd

RGVLS 2025 - Ingress

3900 Block East Frontage Rd. / Mile 1 East Rd.

West Bound Traffic



Traffic traveling Eastbound that Exited 164 and continued traveling on the Frontage Rd. will continue traveling East on the Frontage Rd. and towards the Texas Ave. The 5th Message board sign will be placed on the 3900 Block of E. Frontage Rd. MB5 THSMB9 reads: "RGVLS ENTRANCE AHEAD". (4) Cones added around MBS5. Traffic not going to RGVLS may utilize the Frontage Rd. and continue traveling East or turn north, south on Mile 1 East Rd.

Recommended Traffic traveling Eastbound will travel to WB Frontage Rd. to N. Texas Ave. / N. FM 491 Rd. and towards the main booth entrance.

This will alleviate traffic congestion traveling Northbound underneath the Texas Overpass and "bottle neck" at the intersection on N. FM 401 Rd.

RGVLS 2025 - Ingress



3000 Block East Expressway 83 / Mile $\frac{3}{4}$ East Rd.

West Bound Traffic



Traffic traveling Westbound on East Expressway 83 will Exit Texas Ave. Exit 163B and continue traveling onto the Frontage Rd.

Recommended Traffic traveling Westbound will Exit 163B and continue traveling WB on E. Frontage Rd. to N. Texas Ave. / N. FM 491 Rd. and towards the main booth entrance.

This will alleviate traffic congestion traveling Northbound underneath the Texas Overpass and “bottle neck” at the intersection on N. FM 491 Rd.

RGVLS 2025 - Ingress



Traffic traveling Westbound on East Expressway 83 will Exit Texas Ave. Exit 163B and continue traveling onto the Frontage Rd.

Recommended Traffic traveling Westbound will Exit 163B and continue traveling WB on E. Frontage Rd. to N. Texas Ave. / N. FM 491 Rd. and towards the main booth entrance.

This will alleviate traffic congestion traveling Northbound underneath the Texas Overpass and “bottle neck” at the intersection on N. FM 491 Rd.

RGVLS 2025 - Ingress

3000 Block East Expressway 83 / Mile ³/₄ East Rd



Traffic traveling Westbound on East Expressway 83 will Exit Texas Ave. Exit 163B and continue traveling onto the Frontage Rd.

Recommended Traffic traveling Westbound will Exit 163B and continue traveling WB on E. Frontage Rd. to N. Texas Ave. / N. FM 491 Rd. and towards the main booth entrance.

This will alleviate traffic congestion traveling Northbound underneath the Texas Overpass and "bottle neck" at the intersection on N. FM 491 Rd.

RGVLS 2025 - Ingress



400 Block West Frontage Rd. / N. Texas Ave. (FM 491)

West Bound Traffic



Traffic traveling Westbound that Exited 163B and continued traveling on the Frontage Rd. will utilize both outside lanes of travel to form a line. The far right turning lane at the intersection of Frontage Rd. and N. Texas Ave. will be closed so that traffic may converge to two turning lanes north. This will be done by placing cones. The 6th Message board will be placed on the 400 Block of West Frontage Rd. MB6 THSMB9 reads: RGVLS ENTRANCE RGT 2 LANES". (4) Cones added around MBS6. Traffic not going to RGVLS may utilize the Frontage Rd. and continue traveling west or turn north on Texas Ave. No Traffic will be allowed to turn South on Texas Ave.

Recommended Traffic traveling Westbound will Exit 163B and continue traveling WB on E. Frontage Rd. to N. Texas Ave. / N. FM 491 Rd. and towards the main booth entrance.

This will alleviate traffic congestion traveling Northbound underneath the Texas Overpass and "bottle neck" at the intersection on N. FM 491 Rd.

RGVLS 2025 - Ingress



400 Block West Frontage Rd. / N. Texas Ave. (FM 491)

West Bound Traffic



Traffic traveling Westbound that Exited 163B and continued traveling on the Frontage Rd. will utilize both outside lanes of travel to form a line. The far right turning lane at the intersection of Frontage Rd. and N. Texas Ave. will be closed so that traffic may converge to two turning lanes north. This will be done by placing cones. The 6th Message board will be placed on the 400 Block of West Frontage Rd. MB6 THSMB9 reads: RGVLS ENTRANCE RGT 2 LANES". (4) Cones added around MBS6. Traffic not going to RGVLS may utilize the Frontage Rd. and continue traveling west or turn north on Texas Ave. No Traffic will be allowed to turn South on Texas Ave.

Recommended Traffic traveling Westbound will Exit 163B and continue traveling WB on E. Frontage Rd. to N. Texas Ave. / N. FM 491 Rd. and towards the main booth entrance.

This will alleviate traffic congestion traveling Northbound underneath the Texas Overpass and "bottle neck" at the intersection on N. FM 491 Rd.

RGVLS 2025 - Ingress



400 Block West Frontage Rd. / N. Texas Ave. (FM 491)

West Bound Traffic



Traffic traveling Westbound
will be closed so that traffic
ENTRANCE RGT 2 LAN

of Frontage Rd. and N. Texas Ave.
MB6 THSMB9 reads: RGVLS
c will be allowed to turn South on

Recommended Traffic traveling Westbound will Exit 163B and continue traveling WB on E. Frontage Rd. to N. Texas Ave. / N. FM 491 Rd. and towards the main booth entrance.

This will alleviate traffic congestion traveling Northbound underneath the Texas Overpass and “bottle neck” at the intersection on N. FM 491 Rd.

RGVLS 2025 - Ingress



400 Block West Frontage Rd. / N. Texas Ave. (FM 491)

West Bound Traffic



Traffic traveling Westbound the
will be closed so that traffic
ENTRANCE RGT 2 LANES"

Recomm

Frontage Rd. and N. Texas Ave.
6 THSMB9 reads: RGVLS
will be allowed to turn South on

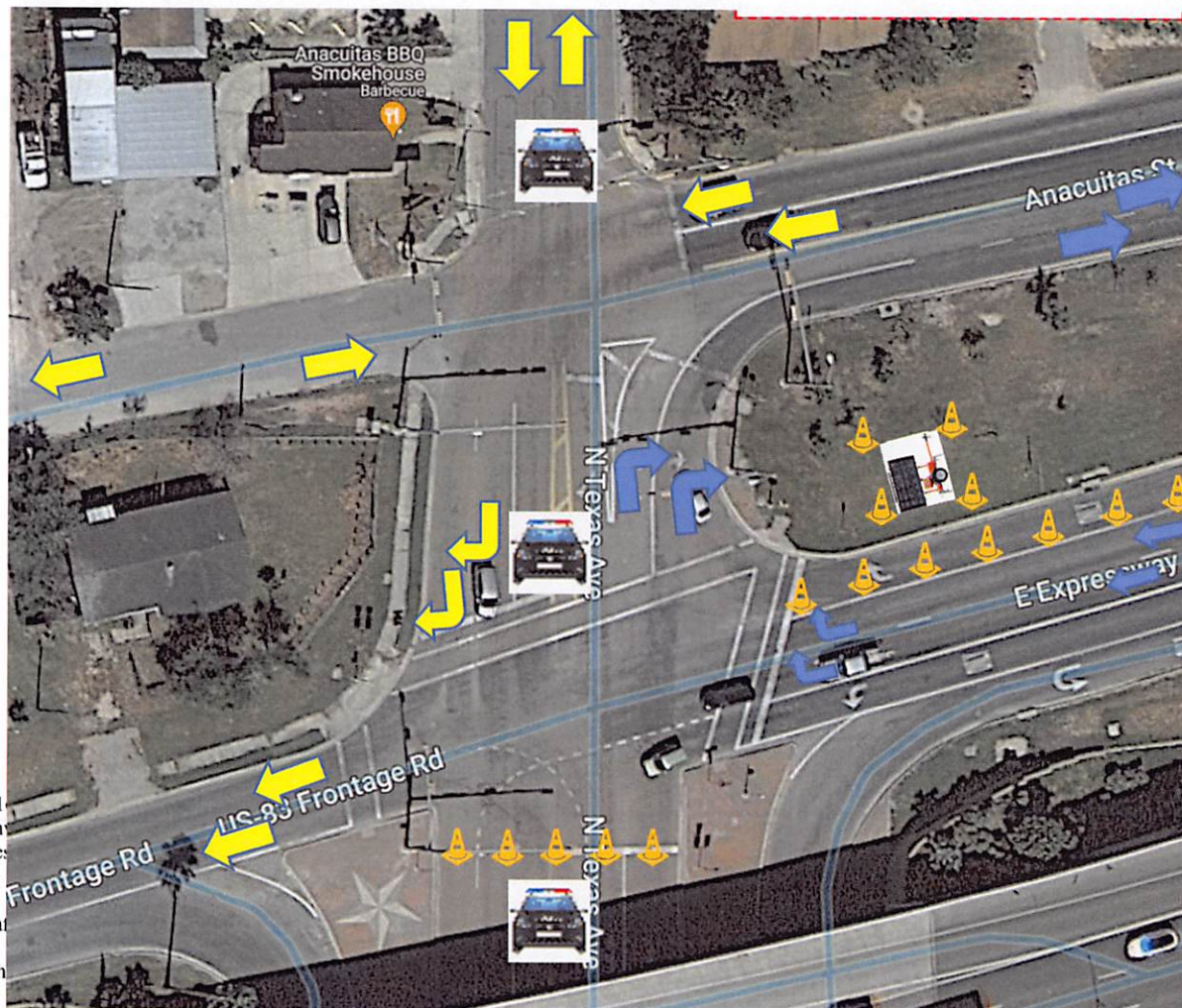
entrance.

This will alleviate traffic congestion traveling northbound underneath the Texas Overpass and "bottle neck" at the intersection of N. FM 491 Rd.

RGVLS 2025 - Ingress



400 Block West Frontage Rd. / N. Texas Ave. (FM 491) West Bound Traffic



Traffic traveling Westbound that Exited 1
will be closed so that traffic may con
ENTRANCE RGT 2 LANES". (4) Con

Recommended Tra

Th

section of Frontage Rd. and N. Texas Ave.
Frontage Rd. MB6 THSMB9 reads: RGVLS
Traffic will be allowed to turn South on

main booth entrance.

Rd.

RGVLS 2025 - Ingress

500 Block N. FM 491 Rd. / N. Ohio Ave.

North Bound Traffic



Traffic traveling North Bound on the 500 Block of N. FM 491 Rd. will utilize both lanes of travel to form a line for the entrance into the RGVLS. Patrol Unit with Assigned Officer will conduct Traffic Control. Traffic not going to RGVLS may utilize the outside lane of travel and continue traveling north on FM 491 Rd.

This will allow traffic to flow Northbound into RGVLS.

RGVLS 2025 - Ingress

500 Block N. FM 491 Rd. / N. Ohio Ave.

North Bound Traffic



Traffic traveling North Bound on the 500 Block of N. FM 491 Rd. will utilize both lanes of travel to form a line for the entrance into the RGVLS. Patrol Unit with Assigned Officer will conduct Traffic Control. Traffic not going to RGVLS may utilize the outside lane of travel and continue traveling north on FM 491 Rd.

This will allow traffic to flow Northbound into RGVLS.

RGVLS 2025 - Ingress

500 Block N. FM 491 Rd. / N. Ohio Ave.

North Bound Traffic



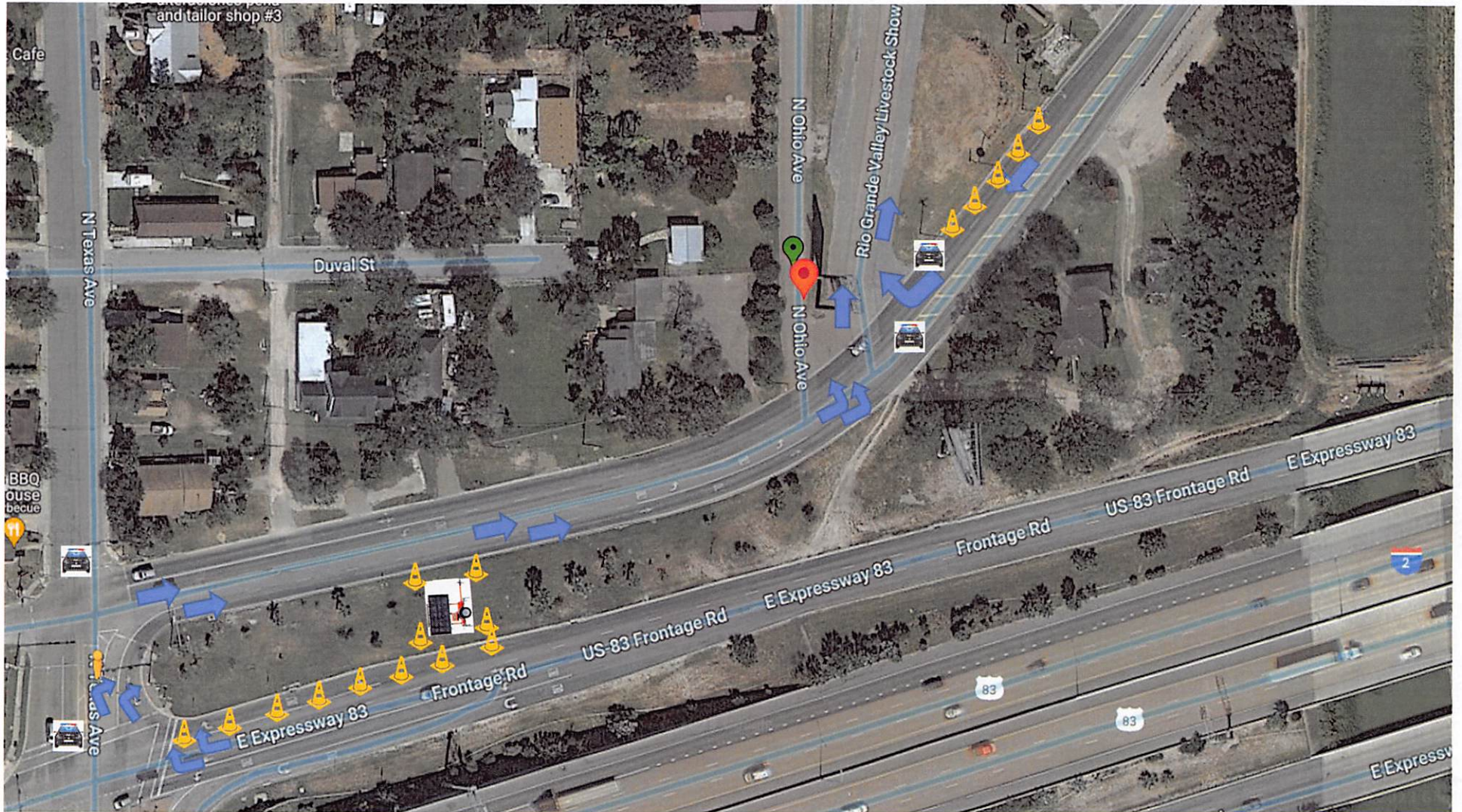
Traffic traveling North Bound on the 500 Block of N. FM 491 Rd. will utilize both lanes of travel to form a line for the entrance into the RGVLS. Patrol Unit with Assigned Officer will conduct Traffic Control. Traffic not going to RGVLS may utilize the outside lane of travel and continue traveling north on FM 491 Rd.

This will allow traffic to flow Northbound into RGVLS.

RGVLS 2025 - Ingress

500 Block N. FM 491 Rd. / N. Ohio Ave.

North Bound Traffic



Traffic traveling North Bound on the 500 Block of N. FM 491 Rd. will utilize both lanes of travel to form a line for the entrance into the RGVLS. Patrol Unit with Assigned Officer will conduct Traffic Control. Traffic not going to RGVLS may utilize the outside lane of travel and continue traveling north on FM 491 Rd.

This will allow traffic to flow Northbound into RGVLS.

RGVLS 2025 - Ingress

700 Block N. FM 491 Rd. / N. Ohio Ave.

South Bound Traffic



The 7th Message Board will be placed on the 700 Block of N. FM 491 Rd. MBS7 THSMB5 will read, "SLOW DOWN AHEAD" due to the curve near the entrance to the RGVLS. Traffic traveling South Bound on the 700 Block of N. FM 491 Rd. will utilize the outside lane of travel to enter the RGVLS. Patrol Units with Assigned Officers will conduct Traffic Control. Traffic not going to RGVLS may utilize the inside lane of travel and continue traveling south to N. Texas Ave.

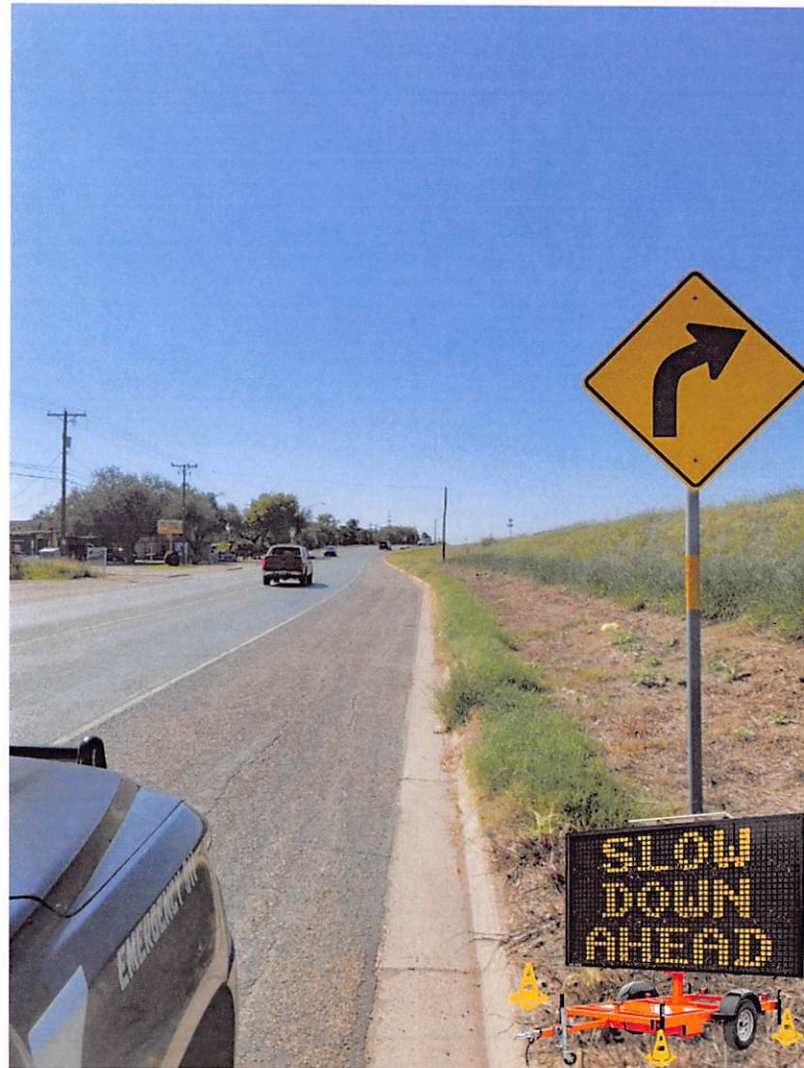
Recommended Traffic will warn driver to slow down at the curve for assigned officers conducting traffic control at the RGVLS entrance.

RGVLS 2025 - Ingress



700 Block N. FM 491 Rd. / N. Ohio Ave.

South Bound Traffic



The 7th Message Board will be placed on the 700 Block of N. FM 491 Rd. MBS7 THSMB5 will read, "SLOW DOWN AHEAD" due to the curve near the entrance to the RGVLS. Traffic traveling South Bound on the 700 Block of N. FM 491 Rd. will utilize the outside lane of travel to enter the RGVLS. Patrol Units with Assigned Officers will conduct Traffic Control. Traffic not going to RGVLS may utilize the inside lane of travel and continue traveling south to N. Texas Ave.

Recommended Traffic will warn driver to slow down at the curve for assigned officers conducting traffic control at the RGVLS entrance.

RGVLS 2025 - Ingress



700 Block N. FM 491 Rd. / N. Ohio Ave.

South Bound Traffic



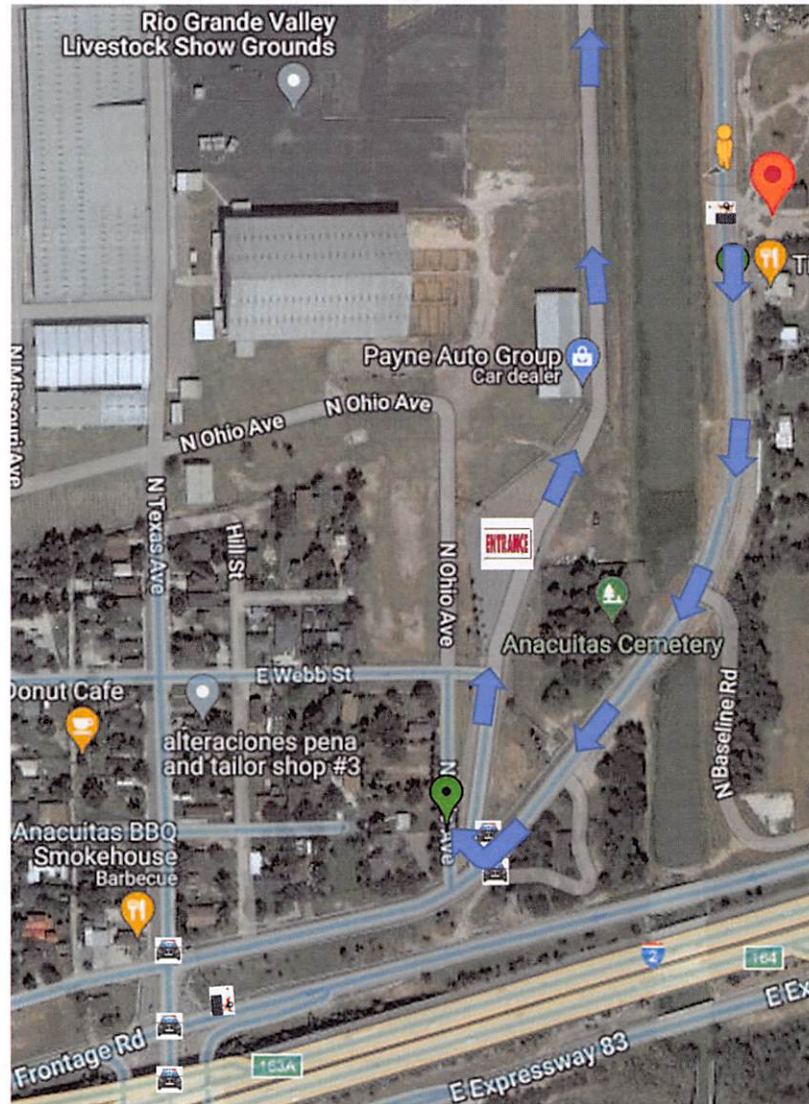
The 7th Message Board will be placed on the 700 Block of N. FM 491 Rd. MBS7 THSMB5 will read, "SLOW DOWN AHEAD" due to the curve near the entrance to the RGVLS. Traffic traveling South Bound on the 700 Block of N. FM 491 Rd. will utilize the outside lane of travel to enter the RGVLS. Patrol Units with Assigned Officers will conduct Traffic Control. Traffic not going to RGVLS may utilize the inside lane of travel and continue traveling south to N. Texas Ave.

Recommended Traffic will warn driver to slow down at the curve for assigned officers conducting traffic control at the RGVLS entrance.

RGVLS 2025 - Ingress

700 Block N. FM 491 Rd. / N. Ohio Ave.

South Bound Traffic

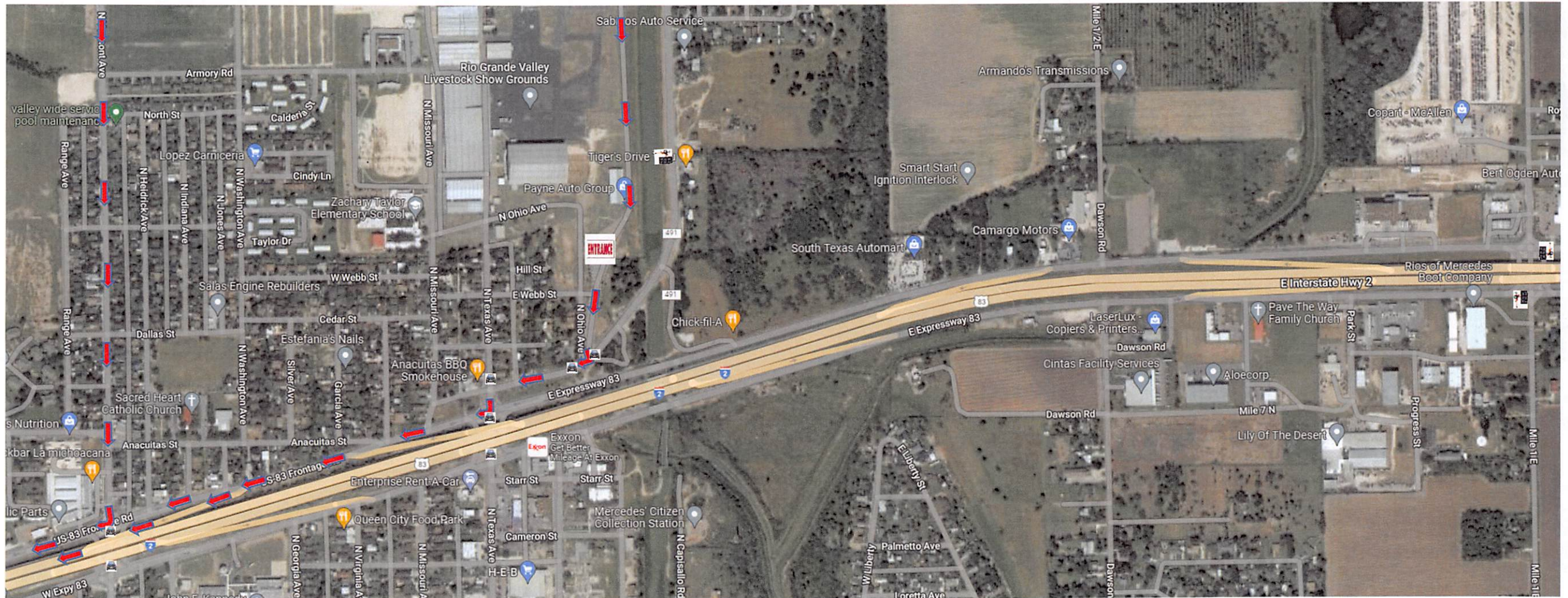


The 7th Message Board will be placed on the 700 Block of N. FM 491 Rd. MBS7 THSMB5 will read, "SLOW DOWN AHEAD" due to the curve near the entrance to the RGVLS. Traffic traveling South Bound on the 700 Block of N. FM 491 Rd. will utilize the outside lane of travel to enter the RGVLS. Patrol Units with Assigned Officers will conduct Traffic Control. Traffic not going to RGVLS may utilize the inside lane of travel and continue traveling south to N. Texas Ave.

Recommended Traffic will warn driver to slow down at the curve for assigned officers conducting traffic control at the RGVLS entrance.



RGVLS 2025 - Egress



RGVLS 2025 - Egress



RGVLS 2025 - Egress



500 Block N. FM 491 Rd. / N. Ohio Ave.

South Bound Traffic



RGVLS Traffic on the west side parking lot will exit south bound through the “Ohio Gate” main booth entrance and out to the 500 Block of N. FM 491 Rd. and turn South. Traffic may also turn North on N. FM 491 Rd. Assigned Officers will continue to conduct Traffic Control. Traffic will continue to travel west towards N. Texas Ave.

This will allow traffic to be alleviated within the RGVLS parking lot.

RGVLS 2025 - Egress

500 Block N. FM 491 Rd. / N. Ohio Ave.

South Bound Traffic



RGVLS Traffic on the west side parking lot will exit south bound through the “Ohio Gate” main booth entrance and out to the 500 Block of N. FM 491 Rd. and turn South. Traffic may also turn North on N. FM 491 Rd. Assigned Officers will continue to conduct Traffic Control. Traffic will continue to travel west towards N. Texas Ave.

This will allow traffic to be alleviated within the RGVLS parking lot.

RGVLS 2025 - Egress



500 Block N. FM 491 Rd. / N. Ohio Ave.

South Bound Traffic



RGVLS Traffic on the west side parking lot will exit south bound through the “Ohio Gate” main booth entrance and out to the 500 Block of N. FM 491 Rd. and turn South. Traffic may also turn North on N. FM 491 Rd. Assigned Officers will continue to conduct Traffic Control. Traffic will continue to travel west towards N. Texas Ave.

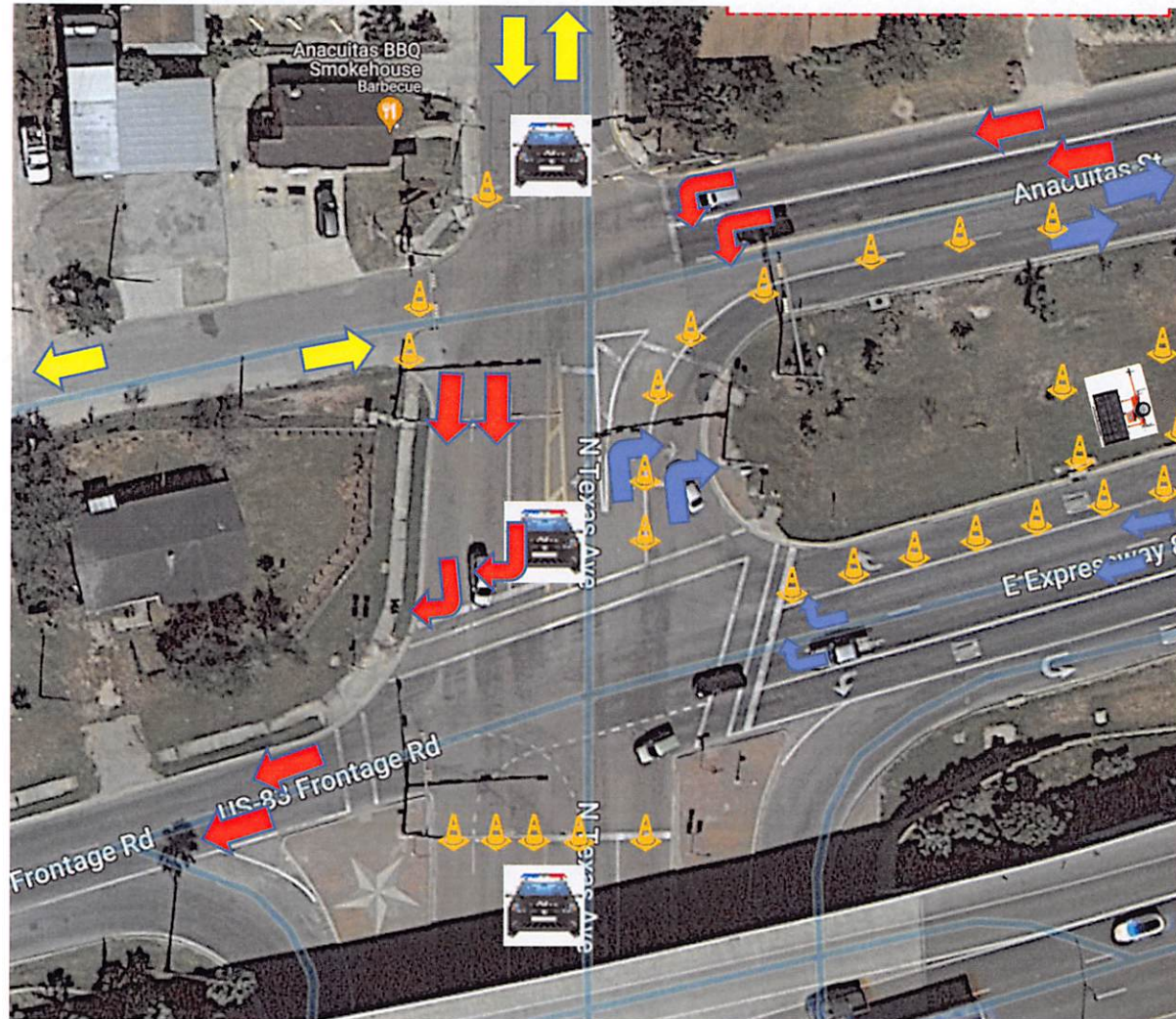
This will allow traffic to be alleviated within the RGVLS parking lot.

RGVLS 2025 - Egress



500 Block N. FM 491 Rd. / N. Ohio Ave.

South Bound Traffic



RGVLS Traffic on the west side parking lot will exit south bound through the “Ohio Gate” main booth entrance and out to the 500 Block of N. FM 491 Rd. and turn South. Traffic may also turn North on N. FM 491 Rd.
Assigned Officers will continue to conduct Traffic Control. Traffic will continue to travel west towards N. Texas Ave.

This will allow traffic to be alleviated within the RGVLS parking lot.

RGVLS 2025 - Egress



500 Block N. Texas Ave. (FM 491) / W. Anacuitas St.

South Bound Traffic



Traffic traveling North Bound on the 500 Block of N. FM 491 Rd. will utilize both lanes of travel to form a line for the entrance into the RGVLS. Patrol Unit with Assigned Officer will conduct Traffic Control. Traffic not going to RGVLS may utilize the outside lane of travel and continue traveling north on FM 491 Rd.

This will allow traffic to flow Northbound into RGVLS.

RGVLS 2025 - Egress



500 Block N. Texas Ave. (FM 491) / W. Frontage Rd.

West Bound Traffic



Traffic traveling North Bound on the 500 Block of N. FM 491 Rd. will utilize both lanes of travel to form a line for the entrance into the RGVLS. Patrol Unit with Assigned Officer will conduct Traffic Control. Traffic not going to RGVLS may utilize the outside lane of travel and continue traveling north on FM 491 Rd.

This will allow traffic to flow Northbound into RGVLS.

RGVLS 2025 - Egress



500 Block N. Texas Ave. (FM 491) / W. Frontage Rd.

West Bound Traffic



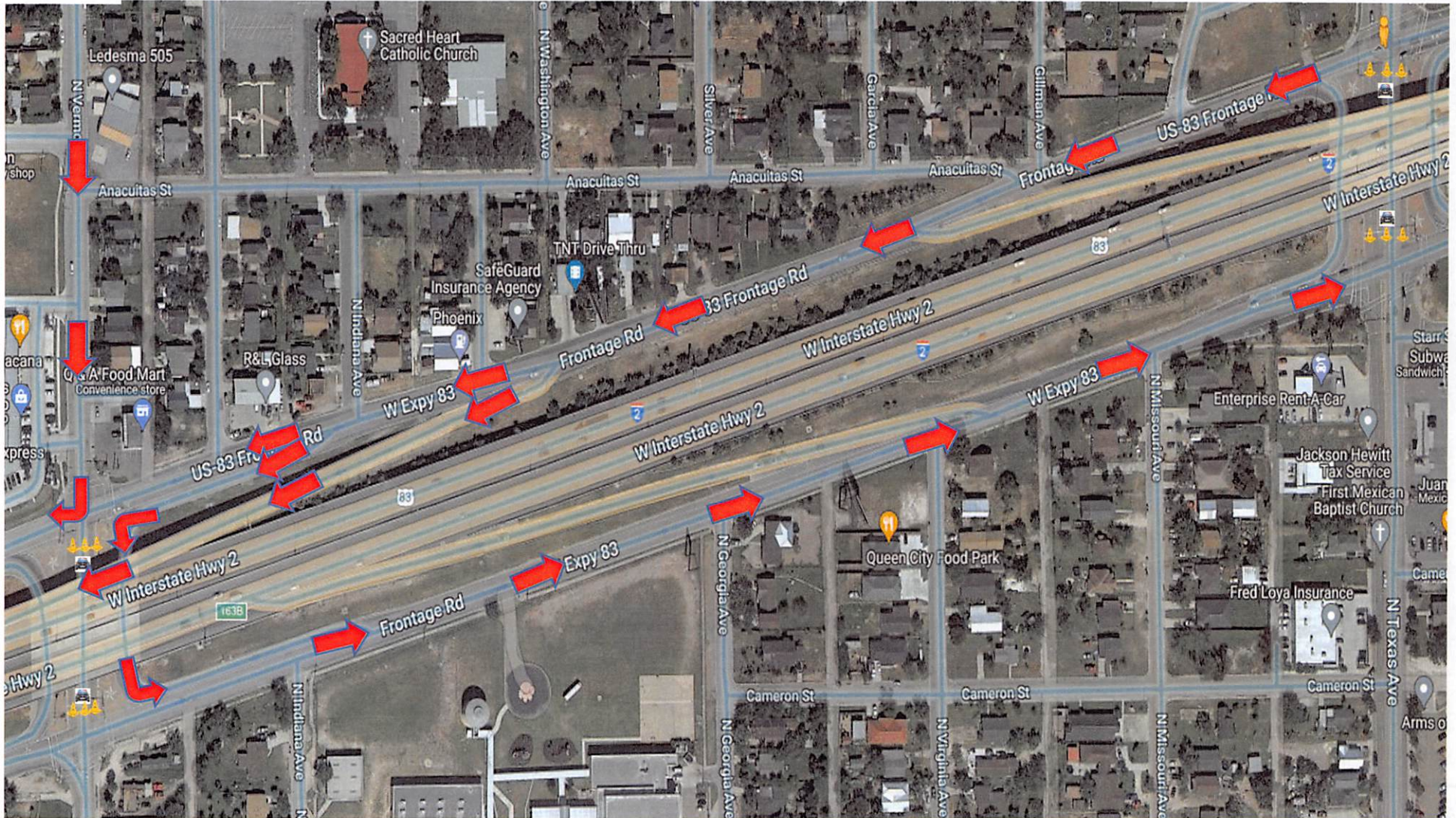
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This will allow traffic to flow Northbound into RGVLS.

RGVLS 2025 - Egress

500 Block N. FM 491 Rd. / N. Ohio Ave.

South Bound Traffic



Traffic traveling North Bound on the 500 Block of N. FM 491 Rd. will utilize both lanes of travel to form a line for the entrance into the RGVLS. Patrol Unit with Assigned Officer will conduct Traffic Control. Traffic not going to RGVLS may utilize the outside lane of travel and continue traveling north on FM 491 Rd.

This will allow traffic to flow Northbound into RGVLS.

RGVLS 2025 - Egress



1000 Block W. Frontage Rd. / N. Vermont Ave.

West Bound Traffic



Traffic traveling West Bound on the 1000 Block of W. Frontage Rd. may utilize the N. Vermont Ave. turnaround and travel East Bound on the Frontage Rd. towards the intersection of N. Texas Ave. Traffic may continue traveling east or turn south. Assigned officers will be at said intersection who will not allow traffic to go north bound. Traffic continuing to travel on the Frontage Rd. may enter the 163B entrance ramp on the 2100 Block of E. Expressway 83 (IH-2) and continue East.

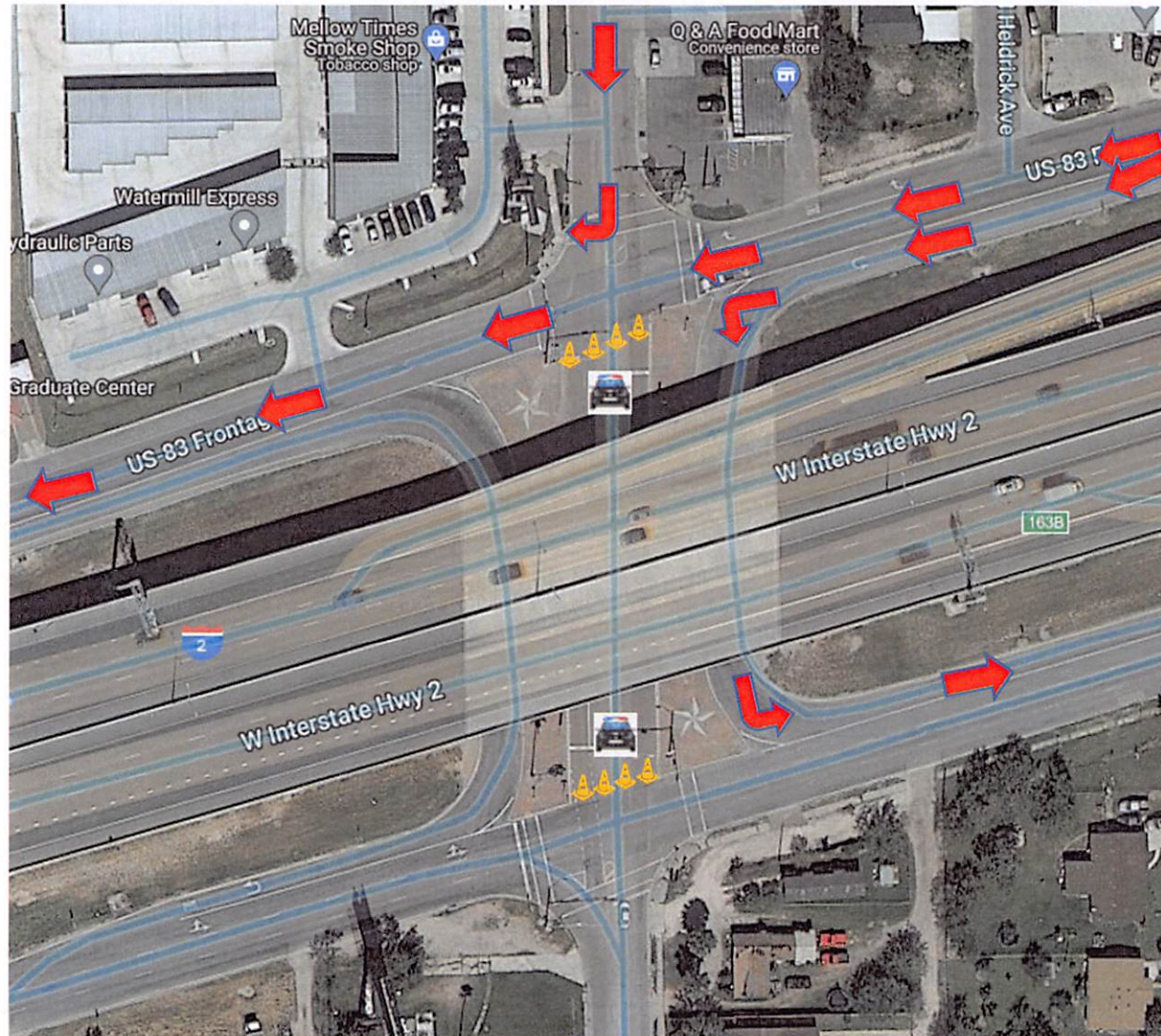
Traffic continuing to travel West Bound on the Frontage Rd. from N. Vermont Ave. may enter the 1800 Block W. Expressway 83 (IH-2) on ramp near the Floodway and continue West.

RGVLS 2025 - Egress



500 Block N. Vermont Ave. / W. Frontage Rd.

West Bound Traffic



Traffic traveling West Bound on the 1000 Block of W. Frontage Rd. may utilize the N. Vermont Ave. turnaround and travel East Bound on the Frontage Rd. towards the intersection of N. Texas Ave. Traffic may continue traveling east or turn south. Assigned officers will be at said intersection who will not allow traffic to go north bound. Traffic continuing to travel on the Frontage Rd. may enter the 163B entrance ramp on the 2100 Block of E. Expressway 83 (IH-2) and continue East.

Traffic continuing to travel West Bound on the Frontage Rd. from N. Vermont Ave. may enter the 1800 Block W. Expressway 83 (IH-2) on ramp near the Floodway and continue West.

RGVLS 2025 - Egress



1200 Block N. Washington Ave.

West Bound Traffic

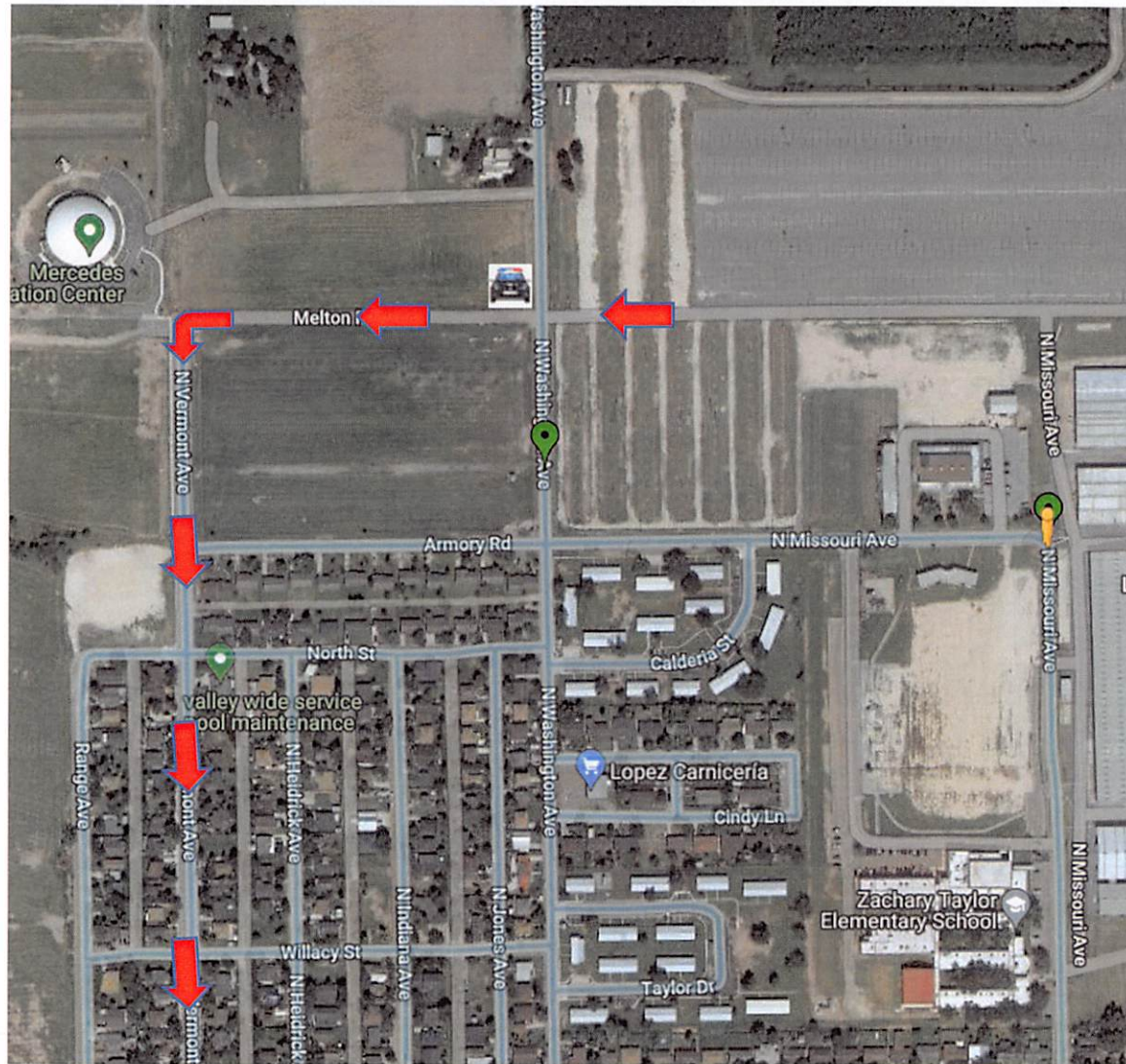


Traffic exiting the Westside Parking lot will form two lanes of travel and exit West out on to N. Washington Ave. and continue through a gravel road towards the Dome located at the 1200 Block of N. Vermont Ave. Traffic will then turn South on N. Vermont Ave. Upon approaching the intersection of Armory Rd., the Stop Sign will be covered to allow all traffic going south bound the Right-of-Way and continue South towards the Frontage Rd. Rd.

RGVLS 2025 - Egress

1200 Block N. Vermont Ave.

West Bound Traffic



Traffic exiting the Westside Parking lot will form two lanes of travel and exit West out on to N. Washington Ave. and continue through a gravel road towards the Dome located at the 1200 Block of N. Vermont Ave. Traffic will then turn South on N. Vermont Ave. Upon approaching the intersection of Armory Rd., the Stop Sign will be covered to allow all traffic going south bound the Right-of-Way and continue South towards the Frontage Rd.

RGVLS 2025 - Egress

1200 Block N. Vermont Ave.

South Bound Traffic



Traffic exiting the Westside Parking lot will form two lanes of travel and exit West out on to N. Washington Ave. and continue through a gravel road towards the Dome located at the 1200 Block of N. Vermont Ave. Traffic will then turn South on N. Vermont Ave. Upon approaching the intersection of Armory Rd., the Stop Sign will be covered to allow all traffic going south bound the Right-of-Way and continue South towards the Frontage Rd.

RGVLS 2025 - Egress



1200 Block N. Vermont Ave. / Armory Rd.

South Bound Traffic



Traffic exiting the Westside Parking lot will form two lanes of travel and exit West out on to N. Washington Ave. and continue through a gravel road towards the Dome located at the 1200 Block of N. Vermont Ave. Traffic will then turn South on N. Vermont Ave. Upon approaching the intersection of Armory Rd., the Stop Sign will be covered to allow all traffic going south bound the Right-of-Way and continue South towards the Frontage Rd. Rd.

RGVLS 2025 - Egress



400 Block N. Vermont Ave. / W. Frontage Rd.

South Bound Traffic



Traffic exiting the Westside Parking lot will form two lanes of travel and exit West out on to N. Washington Ave. and continue through a gravel road towards the Dome located at the 1200 Block of N. Vermont Ave. Traffic will then turn South on N. Vermont Ave. Upon approaching the intersection of Armory Rd., the Stop Sign will be covered to allow all traffic going south bound the Right-of-Way and continue South towards the Frontage Rd. At the intersection traffic will turn west and continue to travel West Bound on the Frontage Rd. from N. Vermont Ave. Traffic may enter the on ramp on the 1800 Block W. Expressway 83 (IH-2) near the Floodway and continue West.

RGVLS 2025 - Egress



400 Block N. Vermont Ave. / W. Frontage Rd.

West Bound Traffic

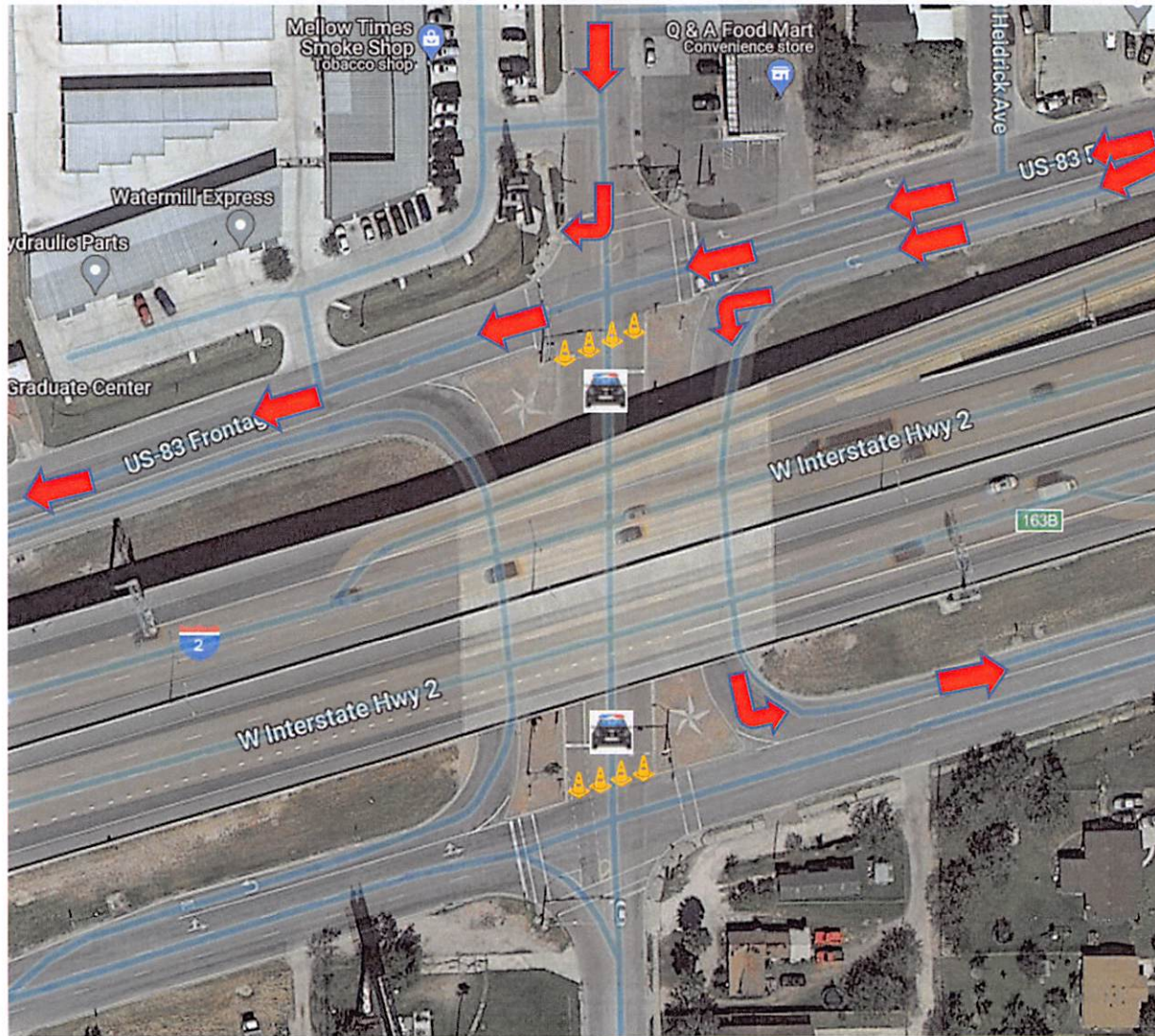


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RGVLS 2025 - Egress

1200 Block N. Vermont Ave.

West Bound Traffic



Traffic exiting the Westside Parking lot will form two lanes of travel and exit West out on to N. Washington Ave. and continue through a gravel road towards the Dome located at the 1200 Block of N. Vermont Ave. Traffic will then turn South on N. Vermont Ave. Upon approaching the intersection of Armory Rd., the Stop Sign will be covered to allow all traffic going south bound the Right-of-Way and continue South towards the Frontage Rd. At the intersection traffic will turn west and continue to travel West Bound on the Frontage Rd. from N. Vermont Ave. Traffic may enter the on ramp on the 1800 Block W. Expressway 83 (IH-2) near the Floodway and continue West.

RGVLS 2025 - Egress

1800 Block W. Frontage Rd.

West Bound Traffic



Traffic exiting the Westside Parking lot will form two lanes of travel and exit West out on to N. Washington Ave. and continue through a gravel road towards the Dome located at the 1200 Block of N. Vermont Ave. Traffic will then turn South on N. Vermont Ave. Upon approaching the intersection of Armory Rd., the Stop Sign will be covered to allow all traffic going south bound the Right-of-Way and continue South towards the Frontage Rd. Rd. At the intersection traffic will turn west and continue to travel West Bound on the Frontage Rd. from N. Vermont Ave. Traffic may enter the on ramp on the 1800 Block W. Expressway 83 (IH-2) near the Floodway and continue West.

RGVLS 2025 - Egress



1800 Block W. Frontage Rd.

West Bound Traffic



Traffic exiting the Westside Parking lot will form two lanes of travel and exit West out on to N. Washington Ave. and continue through a gravel road towards the Dome located at the 1200 Block of N. Vermont Ave. Traffic will then turn South on N. Vermont Ave. Upon approaching the intersection of Armory Rd., the Stop Sign will be covered to allow all traffic going south bound the Right-of-Way and continue South towards the Frontage Rd. At the intersection traffic will turn west and continue to travel West Bound on the Frontage Rd. from N. Vermont Ave. Traffic may enter the on ramp on the 1800 Block W. Expressway 83 (IH-2) near the Floodway and continue West.

RGVLS 2025 - Egress

1800 Block W. Frontage Rd.

West Bound Traffic



Traffic exiting the Westside Parking lot will form two lanes of travel and exit West out on to N. Washington Ave. and continue through a gravel road towards the Dome located at the 1200 Block of N. Vermont Ave. Traffic will then turn South on N. Vermont Ave. Upon approaching the intersection of Armory Rd., the Stop Sign will be covered to allow all traffic going south bound the Right-of-Way and continue South towards the Frontage Rd. At the intersection traffic will turn west and continue to travel West Bound on the Frontage Rd. from N. Vermont Ave. Traffic may enter the on ramp on the 1800 Block W. Expressway 83 (IH-2) near the Floodway and continue West.

Agreement No. _____

Exhibit B

(SEE ATTACHED RESOLUTION)

RESOLUTION: _____

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 1000 W. FRONTAGE RD. / N. VERMONT AVE. (WB/EB) TO 400 W. FRONTAGE RD. N. TEXAS AVE. (WB/EB) TO 500 - 600 N. FM 491 RD (TEXAS AVE) (NB/SB). FOR ACTIVITIES ASSOCIATED WITH THE 86TH ANNUAL RIO GRANDE VALLEY LIVESTOCK SHOW EVENT.

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 MARCH 6TH, 2025 thru MARCH 16TH, 2025 for activities associated with the 86th Annual Rio Grande Valley Livestock Show Event from operation peak hours 5:00 PM to 08:30 PM. (Note: Operation hours subject to change daily)

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 regular meeting of the Mercedes City Commission held on the 21st of January 2025, 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 86TH ANNUAL RIO GRANDE VALLEY LIVESTOCK SHOW EVENT may be conducted on March 6th, 2025 thru March 16th, 2025 in the Agreement for the Temporary Closure of State Right of Way (43 TAC, Section 22.12).

Passed and approved on this the 21st Day of January, 2025.

Oscar Montoya, Mayor

ATTEST:

Joselynn Castillo, City Secretary

Exhibit C

(SEE ATTACHED TRAFFIC CONTROL AGREEMENT)



MERCEDES POLICE DEPARTMENT

316 S. Ohio Ave.
Mercedes, Texas 78570
(956) 565-3102 Fax (956) 565-2583

Francisco J. Sanchez
Chief of Police

Tuesday, January 21, 2025

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 deploy law enforcement personnel to manage traffic control during peak hours, from 5:00 PM to 8:30 PM, for the 86th Annual Rio Grande Valley Livestock Show. (Please note that operational hours may vary on a daily basis.) The event is scheduled from Thursday, March 6, 2025, to Sunday, March 16, 2025.

Lt. Orlando Diaz

A handwritten signature in blue ink, appearing to be "Orlando Diaz", written over the printed name.

DATE: January 21, 2025
FROM: Orlando Diaz, Lieutenant
ITEM: **Discussion and possible action to Approval of Agreement and Resolution 2025-02 for the Temporary Closure of State Right-of-Way - 86th Annual RGVLS Parade**

BACKGROUND INFORMATION: The Mercedes Police Department courteously seeks approval for the Agreement for the Temporary Closure of State Right-of-way. This request aims to facilitate traffic control during the 86th Annual Rio Grande Valley Livestock Show Parade.

BOARD REVIEW/CITIZEN FEEDBACK:

ALTERNATIVES/OPTIONS:

FISCAL IMPACT: (Total Costs)

Proposed Expenditure/(Revenue):
\$ Pending

Account Number(s):
01-522-1011

LEGAL REVIEW:

ATTACHMENTS:

1. Write Up
2. Agreement For The Temporary Closure of State Right-of-Way
3. Exhibit A: Route Map and Road Closures
4. Exhibit B: Resolution
5. Exhibit C: Traffic Control Agreement

STAFF RECOMMENDATION: Approval of Agreement for the Temporary Closure of State Right-of-Way - 86th Annual RGVLS Parade

Mayor

City Manager

Commissioners

Good evening,

In accordance with the agreement between TXDOT and the City of Mercedes Police Department, the passage of this resolution is required to authorize a temporary road closure permit for the 86th Annual Rio Grande Valley Livestock Show Parade. The parade is scheduled for Saturday, March 8, 2025, at 10:00 AM, with road closures beginning at 8:00 AM and ending around 12:00 PM. The parade route will start at the 600 Block of South Texas Avenue, proceeding north on Texas Avenue to the Rio Grande Valley Livestock Show at 1000 N. Texas Ave.

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

Assigned Post: Public Works Department	N. Texas / Hill St. (WS & ES)
Assigned Post: Public Works Department	N. Texas / Webb St. (WS & ES)
Assigned Post: Public Works Department	N. Texas / Duval St. (WS & ES)
Assigned Post: MPD Officer / MPD Officer	N. Texas Ave. / Anacuitas St. (WS)
Assigned Post: MPD Officer	N. Texas Ave. / FM 491 (ES)
Assigned Post: MPD Officer	N. Texas Ave. / WB Frontage Rd. (ES)
Assigned Post: MPD Officer	N. Texas Ave. / EB Frontage Rd. (WS)
Assigned Post: Public Works Department	N. Texas Ave. / Starr St (ES)
Assigned Post: PD Officer	N. Texas Ave. / Cameron St. (WS)
Assigned Post: PD Officer	N. Texas Ave. / Cameron St. (ES)
Assigned Post: MPD Officer	N. Texas Ave. / W. Hidalgo St. (WS)
Assigned Post: MPD Officer	N. Texas Ave. / W. Hidalgo St. (ES)
Assigned Post: PD Officer	N. Texas Ave. / W. 1 st . St (WS)
Assigned Post: PD Officer	N. Texas Ave. / W. 1 st St. (ES)
Assigned Post: Public Works Department	S. Texas Ave. / Railroad St. (WS / ES)
Assigned Post: PD Officer / PD Officer	S. Texas Ave. / W. Business 83 (WS)
Assigned Post: PD Officer / PD Officer	S. Texas Ave. / W. Business 83 (ES)
Assigned Post: PD Officer	S. Texas Ave. / W. 3 rd Street (WS)
Assigned Post: PD Officer	S. Texas Ave. / W. 3 rd Street (ES)
Assigned Post: PD Officer	S. Texas Ave. / W. 4 th Street (WS & ES)
Assigned Post: PD Officer	S. Texas Ave. / W. 5 th Street (WS & ES)

Assigned Post: PD Officer

S. Texas Ave. / W. 6th Street (WS & ES)

Assigned Post: MPD Officer

S. Texas Ave. / W. 10th St. (WS)

Assigned Post: Public Works Department

S. Texas Ave. / W. 10th St. (ES)

MPD Officer – Lead Unit

MPD Officer – Lead Unit

MPD Officer – Lead Unit

Lt. Orlando Diaz – Planning/Operations Section Chief

Sgt. Juan Cuba – Operations Section Deputy

Lt. Jesus O. Rodriguez – Public Information Officer

Dispatcher – Communications; Command Post

Clerk Admin / Clerk III - Logistics

Additional officers will be available to assist if necessary. Patrol primary duties & responsibilities

(A-Shift): 07:00 A.M. – 07:00 P.M.

(B-Shift): 07:00 P.M. – 07:00 A.M.



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."

W I T N E S S E T H

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 86th Annual Rio Grande Valley Livestock Show 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 21st day of January of 2025, the City Commission 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;

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, 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: January 21st, 2025

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.

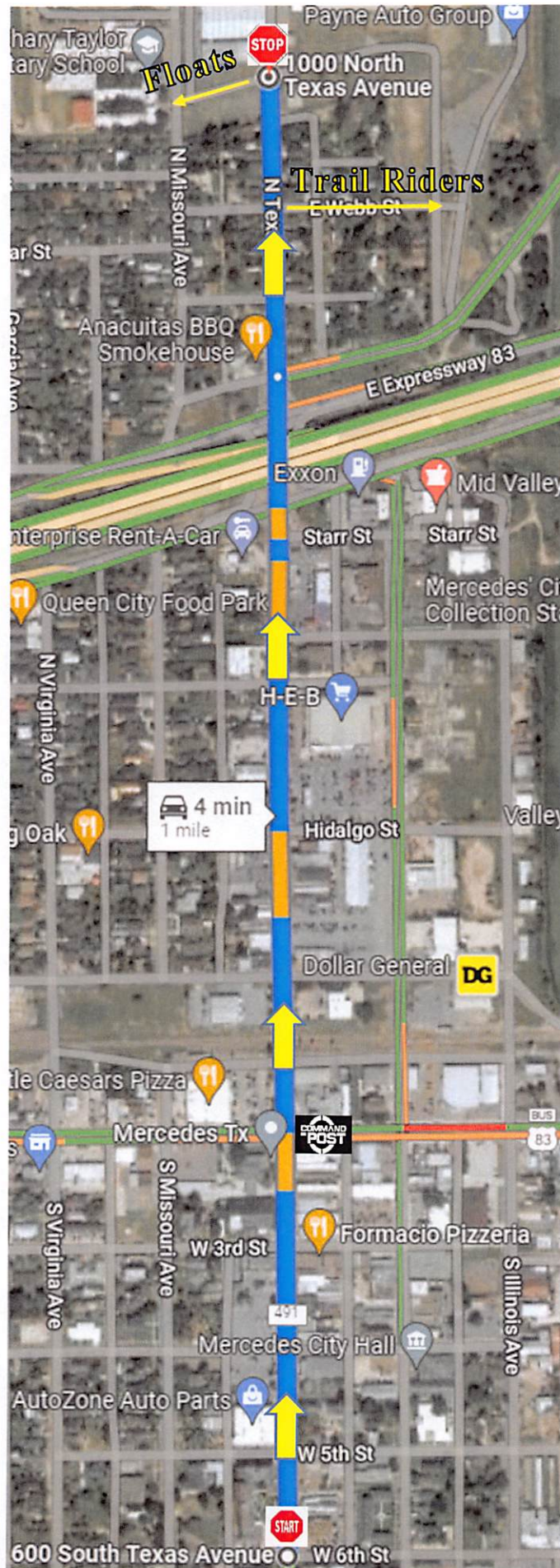
By _____ Date _____
District Engineer

By _____ Date _____
Director of Maintenance

Exhibit A

(SEE ATTACHED ROUTE MAP AND ROAD CLOSURES)

RGVLS 2025 Parade – Map Route



Details:

Date: Saturday, March 8, 2025

Staging: 600 S. Texas Ave.

Issue out Float Places / Judging
08:00 AM – 09:30 AM

Road Closures: 08:30 AM – 09:00 AM

Parade Start Time: 10:00 AM

Travel North into RGVLS Grounds

Floats Exit West on N. Missouri Ave.

Trail Riders Exit East on Webb St.

Command Post: 300 W. Business 83

Radio Comms: Reg Event?

MFD Drone Operation: Under 150'

86th Annual RGVLS Parade

Saturday, March 8th, 2025

(Traffic Control)

08:00 AM – 12:00 PM

	INTERSECTION: (West of Roadway)	DEPARTMENT:	DEPARTMENT:	INTERSECTION: (East of Roadway)
	ROVER	Lt. Orlando Diaz	Sgt. Juan Cuba	
1.	N. Texas Ave. / Hill St.	PUBLIC WORKS	PUBLIC WORKS	N. Texas Ave. / Hill St.
2.	N. Texas Ave. / Webb St.	PUBLIC WORKS	PUBLIC WORKS	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	N. Texas Ave. / WB Frontage Rd.
6.	N. Texas Ave. / EB Frontage Rd.	Mercedes PD PUBLIC WORKS		N. Texas Ave. / EB Frontage Rd.
7.			Mercedes PD	Starr St. / N. Texas Ave.
8.	N. Texas Ave. / Cameron St. (Fred Loya)	Mercedes PD	Mercedes PD	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.
11.	S. Texas Ave. / Railroad St.	PUBLIC WORKS	PUBLIC WORKS	S. Texas Ave. / Railroad St.
12.	S. Texas Ave. / W. Business 83	Mercedes PD PUBLIC WORKS	Mercedes PD PUBLIC WORKS	S. Texas Ave. / W. Bus 83
13.	S. Texas Ave. / W. Third St.	Mercedes PD	Mercedes PD	S. Texas Ave. / W. Third St.
14.	S. Texas Ave. / W. Fourth St.	Mercedes PD	Mercedes PD	S. Texas Ave. / W. Fourth St.
15.	S. Texas Ave. / W. Fifth St.	Mercedes PD	Mercedes PD	S. Texas Ave. / W. Fifth St.
16.	S. Texas Ave. / W. Sixth St.	Mercedes PD	Mercedes PD	S. Texas Ave. / W. Sixth St.
17.	S. Texas Ave. / W. Tenth St.	Mercedes PD	PUBLIC WORKS	S. Texas Ave. / W. Tenth St.

18.	W. Tenth St. / S. Ohio Ave.	Mercedes PD	TX ANIMAL HEALTH	W. Tenth St. / S. Ohio Ave.
19.	W. Tenth St. / S. Illinois Ave.	Mercedes PD	TX ANIMAL HEALTH	W. Tenth St. / S. Illinois Ave.
20.	W. Tenth St. / S. Capisallo Rd.	Mercedes PD	TX ANIMAL HEALTH	W. Tenth St. / S. Capisallo Rd.

UPDATED AS OF 01/2025

MPD – (Lead Units)

Mercedes PD Float Group

Mercedes PD Bike Group

Agreement No. _____

Exhibit B

(SEE ATTACHED RESOLUTION)

RESOLUTION: _____

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 86TH ANNUAL RIO GRANDE VALLEY LIVESTOCK SHOW 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 MARCH 8TH, 2025 for activities associated with the 86th Annual Rio Grande Valley Livestock Show Parade from 10:00 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 regular meeting of the Mercedes City Commission held on the 21st of January 2025, 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 86TH ANNUAL RIO GRANDE VALLEY LIVESTOCK SHOW PARADE may be conducted on March 8th, 2025 in the Agreement for the Temporary Closure of State Right of Way (43 TAC, Section 22.12).

Passed and approved on this the 21st Day of January, 2025.

Oscar Montoya, Mayor

ATTEST:

Joselynn Castillo, City Secretary

Exhibit C

(SEE ATTACHED TRAFFIC CONTROL AGREEMENT)



MERCEDES POLICE DEPARTMENT

316 S. Ohio Ave.
Mercedes, Texas 78570
(956) 565-3102 Fax (956) 565-2583

Francisco J. Sanchez
Chief of Police

Tuesday, January 21, 2025

To: Texas Department of Transportation

From: Lieutenant Orlando Diaz

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

Exhibit C

ROAD CLOSURE EVENT NAME AND DATE

The Mercedes Public Safety Department will deploy law enforcement personnel to manage traffic control for the 86th Annual Rio Grande Valley Livestock Show Parade, scheduled for Saturday, March 8, 2025, with a start time of 10:00 AM.

Traffic traveling southbound on Texas Ave. will be rerouted west at all nearby intersections.

Traffic traveling northbound on Texas Ave. will be rerouted east at all nearby intersections.

Traffic on both eastbound and westbound Frontage Road will be redirected using the turnaround to avoid disrupting traffic flow and will be able to re-enter the Expressway at Vermont Ave. and Mile 1 East Rd.

Traffic on both eastbound and westbound Business 83 will be rerouted to the nearest intersections at Ohio Ave. and Missouri Ave. to prevent congestion and will have access to re-enter the Expressway.

NAME: 86th Annual Rio Grande Valley Livestock Show Parade

DATE OF CLOSURE: SATURDAY, MARCH 8, 2025

TIME OF CLOSURE: 08:00 A.M. – 12:00 P.M.

Lt. Orlando Diaz



MERCEDES POLICE DEPARTMENT

316 S. Ohio Ave.
Mercedes, Texas 78570
(956) 565-3102 Fax (956) 565-2583

Francisco J. Sanchez
Chief of Police

Tuesday, January 21, 2025

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 provide law enforcement personnel to manage traffic control during the 86th Annual Rio Grande Valley Livestock Show Parade, scheduled for Saturday, March 8, 2025, with a start time of 10:00 AM.

A handwritten signature in blue ink, appearing to be "Lt. Orlando Diaz", is written over the printed name.

Lt. Orlando Diaz

DATE: January 21, 2025
FROM: Adrian Perez, Planning Director
ITEM: **Discussion and possible action to Approval of Resolution 2025-03 regarding the City of Mercedes 2025 Workplans with Urban County Program Year 38**

BACKGROUND INFORMATION: The City of Mercedes is seeking approval from City Commission to approve the 2025-2026 workplans (project) with Hidalgo County Urban County Program (CDBG). Project will include street overlay of Willacy St. (from N. Vermont Ave. to N. Washington Ave.) and Cedar St. (From Garcia Ave. to N. Washington Ave.), as well as general administration funds to be used for expenses related to compliance with CDBG requirements to include advertisements, postings, etc.

BOARD REVIEW/CITIZEN FEEDBACK: The 2025-2026 Workplans were approved by Hidalgo County Urban County Program CDBG department.

ALTERNATIVES/OPTIONS: (If your recommendation isn't approved, do you have another option that can be approved)

FISCAL IMPACT: (Total Costs)

Proposed Expenditure/(Revenue):
\$

Account Number(s):

Finance Review by: Not Applicable, these are Urban County Funds

LEGAL REVIEW: (Has the City Attorney reviewed it, if necessary Yes/No/ Not Applicable)

ATTACHMENTS:

1. 2025-2026 UCP Workplans
2. Resolution 2025-03

STAFF RECOMMENDATION: : (Do you have a recommendation to approve or deny? If so, does it have to be read a certain way) (For example, the amount of a contract needs to be read so you would put, approval of agreement between the City of Mercedes and X Company in the amount of \$X for X services.)



HIDALGO COUNTY URBAN COUNTY PROGRAM

Community Development Block Grant Program

CITIES/PRECINCTS REQUEST FOR PROPOSALS

PLEASE RETURN BY NOVEMBER 15, 2024

Armando Garza, Jr.
Urban County Assist. Director
1916 N. Tesoro Blvd.
Pharr, Texas 78577

~~This application for funding is used to seek funding for community development activities located in and/or primarily serving residents of Hidalgo County.~~

PART I – PROPOSAL SUMMARY

1. Proposed Project Title:

2025 Mercedes General Administration

2. City/Precinct:

Mercedes

3. Mailing Address:

400 S. Ohio Ave.

City:

Mercedes

Zip:

78570

4. Primary Contact:

Title:

Phone:

Email:

Adrian Perez

Planning
Director

956-565-
3114

adrian.perez@cityofmercedes.com

Secondary Contact:

Title:

Phone:

Email:

Joselynn Castillo

City Secretary

956-565-
3114

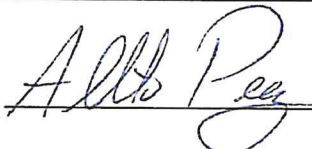
jcastillo@cityofmercedes.com

5. CDBG Funding Request Amount

\$ 3,000.00

6. Project pre-approval by County Commissioner or Authorized Signatory

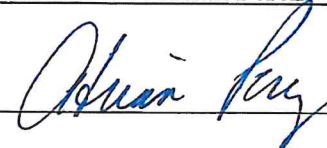
Name: Alberto Perez Title: City Manager

Signature:  Date: 11/15/24

7. Applicant Certification:

I certify under penalty of perjury the foregoing Proposal for Community Development Block Grant funds is true and correct. If this request is accepted for funding, I am willing to comply with all applicable, Federal, State, and Local laws and regulations. I understand additional documentation will be required if award is granted.

Name: Adrian Perez Title: Director of Planning

Signature:  Date: 11/15/24

PART II – PROJECT DESCRIPTION

1. Provide the project location.

Address(s)	Mercedes City Hall 400 S. Ohio Ave. Mercedes, TX 78570
Physical Location(s)	Mercedes City Hall 400 S. Ohio Ave. Mercedes, TX 78570

2. Provide a detailed description of proposed project. For construction/infrastructure projects, please include anticipated area of ground disturbance in linear feet and depth.

Funds shall be used for expenses related to compliance with CDBG requirements including but not limited to advertisements, postings and coordinating eligible related projects.

3. Provide a statement of purpose and need for the project.

Funds will pay for all advertisements and publications required by UCP for all CDBG 2025 Mercedes projects.

4. Attach a detailed Cost Estimate for the project, including all costs that may be associated with the project, i.e. professional services, acquisition, construction, equipment, etc.

5. Please list CDBG and all other sources of funds that are required for this project.

Project Amount Allocation from Urban County-CDBG	\$3,000.00
Specific Project	
Infrastructure	\$0.00
Non Infrastructure	\$0.00
Public Service	\$0.00
General Administration	\$0.00

6. Has a commitment of funds been made for this project from other sources of funds? i.e. City General Fund or other sources. If not, please explain.

N/A

Note: If other funds are pending approval and the project is dependent on them, Urban County reserves the right to cancel or disapprove award if other funding becomes unavailable.

7. Please complete the Project Benefit Assessment by providing the following data, as applicable.

Beneficiaries	
Number of Persons to Benefit from Project:	N/A
Number of Low/Moderate Income Persons to be served:	N/A
Number of Jobs	
Jobs Created:	N/A
Jobs Retained:	N/A

8. The project must take place in a low/mod service area. Please list the project census tract(s).

Census Tract	N/A	Block Group	N/A
Census Tract		Block Group	
Census Tract		Block Group	
Census Tract		Block Group	

9. Please provide an estimated Project Time Line. The project should be completed within the fiscal year. If more time is required, consider proposing the project in phases.

Infrastructure/Construction Projects:

Milestone/Activity	Planned Start Date	Planned Completion Date
Contract Award	N/A	N/A
Mobilization	N/A	N/A
Construction Start Date	N/A	N/A
Substantial Completion Date	N/A	N/A

10. Are the plans, design and specifications for this project complete (Infrastructure/Construction Projects)? Yes ☐ No ☐ N/A ☒

If YES, please include plans, design and specifications with this proposal.

If NO, this project may not be approved for CDBG funding. A summary or plan for completion of the plans may be entered below for consideration.

N/A

11. Will a right-of-way be required? Yes ☐ No ☒
If YES, has the right-of-way been obtained? Yes ☐ No ☐
If NO, what is the projected date to obtain the ROW for this project? N/A

12. Will the project require an easement? Yes ☐ No ☒
If YES, has the city obtained the easement? Yes ☐ No ☐
If NO, what is the projected date to obtain an easement for this project? N/A

13. Please identify the location of the project site using the FEMA Flood Insurance Rate Map and include with the proposal. If the project is located in a Floodway (Zone AE) or Coastal High Hazard Area (Zone V1-30, VE or V), the project may not be considered for funding. Other considerations may also apply if the project is located in the 100-year (Zone A1-30, AE, A, AH, AO, AR o A99) or 500-year flood plain (Zone B or Zone X Shaded), depending on the project scope.

14. Please provide pictures of the proposed project site.

15. Is the proposed project part of a capital improvement plan? Yes ☐ No ☒ N/A ☐

16. If yes, describe existing funding and number of services to be provided within the same period.

N/A



HIDALGO COUNTY URBAN COUNTY PROGRAM

Community Development Block Grant Program

CITIES/PRECINCTS REQUEST FOR PROPOSALS

PLEASE RETURN BY NOVEMBER 15, 2024

Armando Garza, Jr.
Urban County Assist. Director
1916 N. Tesoro Blvd.
Pharr, Texas 78577

This application for funding is used to seek funding for community development activities located in and/or primarily serving residents of Hidalgo County.

PART I – PROPOSAL SUMMARY

1. Proposed Project Title:

2025 Mercedes Street Improvement Project

2. City/Precinct:

Mercedes

3. Mailing Address:

400 S. Ohio Ave.

City:

Mercedes

Zip:

78570

4. Primary Contact:

Title:

Phone:

Email:

Adrian Perez

Planning
Director

956-565-
3114

adrian.perez@cityofmercedes.com

Secondary Contact:

Title:

Phone:

Email:

Joselynn Castillo

City Secretary

956-565-
3114

jcastillo@cityofmercedes.com

5. CDBG Funding Request Amount

\$ 252,774.00

6. Project pre-approval by County Commissioner or Authorized Signatory

Name: Alberto Perez

Title: City Manager

Signature: 

Date: 11/15/24

7. Applicant Certification:

I certify under penalty of perjury the foregoing Proposal for Community Development Block Grant funds is true and correct. If this request is accepted for funding, I am willing to comply with all applicable, Federal, State, and Local laws and regulations. I understand additional documentation will be required if award is granted.

Name: Adrian Perez

Title: Director of Planning

Signature: 

Date: 11/15/24

PART II – PROJECT DESCRIPTION

1. Provide the project location.

Address(s)	NO EXACT LOCATIONS 903 N. Vermont (located south of Willacy St.) 827 N. Vermont Ave. (located north of Willacy St.) 834 N. Washington Ave. (located north of Willacy St.)
Physical Location(s)	Willacy St. (From N. Vermont Ave. to N. Washington Ave.)

2. Provide a detailed description of proposed project. For construction/infrastructure projects, please include anticipated area of ground disturbance in linear feet and depth.

Project consists of street paving (overlay) of streets, curb and gutter repair where needed to include but not limited adjacent/abutting streets within the same general vicinity. Other expenditure includes professional engineering services, surveying, geotechnical and construction material testing fees, and advertisement as needed.

3. Provide a statement of purpose and need for the project.

Project will provide much needed improved streets for the residents of the City of Mercedes for their daily commute and daily travel.

4. Attach a detailed Cost Estimate for the project, including all costs that may be associated with the project, i.e., professional services, acquisition, construction, equipment, etc.

5. Please list CDBG and all other sources of funds that are required for this project.

Project Amount Allocation from Urban County-CDBG	\$252,774.00
Specific Project	
Infrastructure	\$
Non Infrastructure	\$0.00
Public Service	\$0.00
General Administration	\$0.00

6. Has a commitment of funds been made for this project from other sources of funds? i.e. City General Fund or other sources. If not, please explain.

There is a high probability that surplus funds from 2024 Mercedes Street Improvement project will be added and utilized to the total funding for the 2025 Mercedes Street project.

Note: If other funds are pending approval and the project is dependent on them, Urban County reserves the right to cancel or disapprove award if other funding becomes unavailable.

7. Please complete the Project Benefit Assessment by providing the following data, as applicable.

Beneficiaries	
Number of Persons to Benefit from Project:	2140
Number of Low/Moderate Income Persons to be served:	2105/ 77.10%
Number of Jobs	
Jobs Created:	N/A
Jobs Retained:	N/A

8. The project must take place in a low/mod service area. Please list the project census tract(s).

Census Tract	231.04	Block Group	2
Census Tract		Block Group	
Census Tract		Block Group	
Census Tract		Block Group	

9. Please provide an estimated Project Time Line. The project should be completed within the fiscal year. If more time is required, consider proposing the project in phases.

Infrastructure/Construction Projects:

Milestone/Activity	Planned Start Date	Planned Completion Date
Contract Award	N/A	N/A
Mobilization	N/A	N/A
Construction Start Date	N/A	N/A
Substantial Completion Date	N/A	N/A

10. Are the plans, design and specifications for this project complete (Infrastructure/Construction Projects)? Yes ☐ No ☐ N/A ☒

If YES, please include plans, design and specifications with this proposal.

If NO, this project may not be approved for CDBG funding. A summary or plan for completion of the plans may be entered below for consideration.

11. Will a right-of-way be required? Yes ☐ No ☒
If YES, has the right-of-way been obtained? Yes ☐ No ☐
If NO, what is the projected date to obtain the ROW for this project? N/A

12. Will the project require an easement? Yes ☐ No ☒
If YES, has the city obtained the easement? Yes ☐ No ☐
If NO, what is the projected date to obtain an easement for this project? N/A

13. Please identify the location of the project site using the FEMA Flood Insurance Rate Map and include with the proposal. If the project is located in a Floodway (Zone AE) or Coastal High Hazard Area (Zone V1-30, VE or V), the project may not be considered for funding. Other considerations may also apply if the project is located in the 100-year (Zone A1-30, AE, A, AH, AO, AR o A99) or 500-year flood plain (Zone B or Zone X Shaded), depending on the project scope.

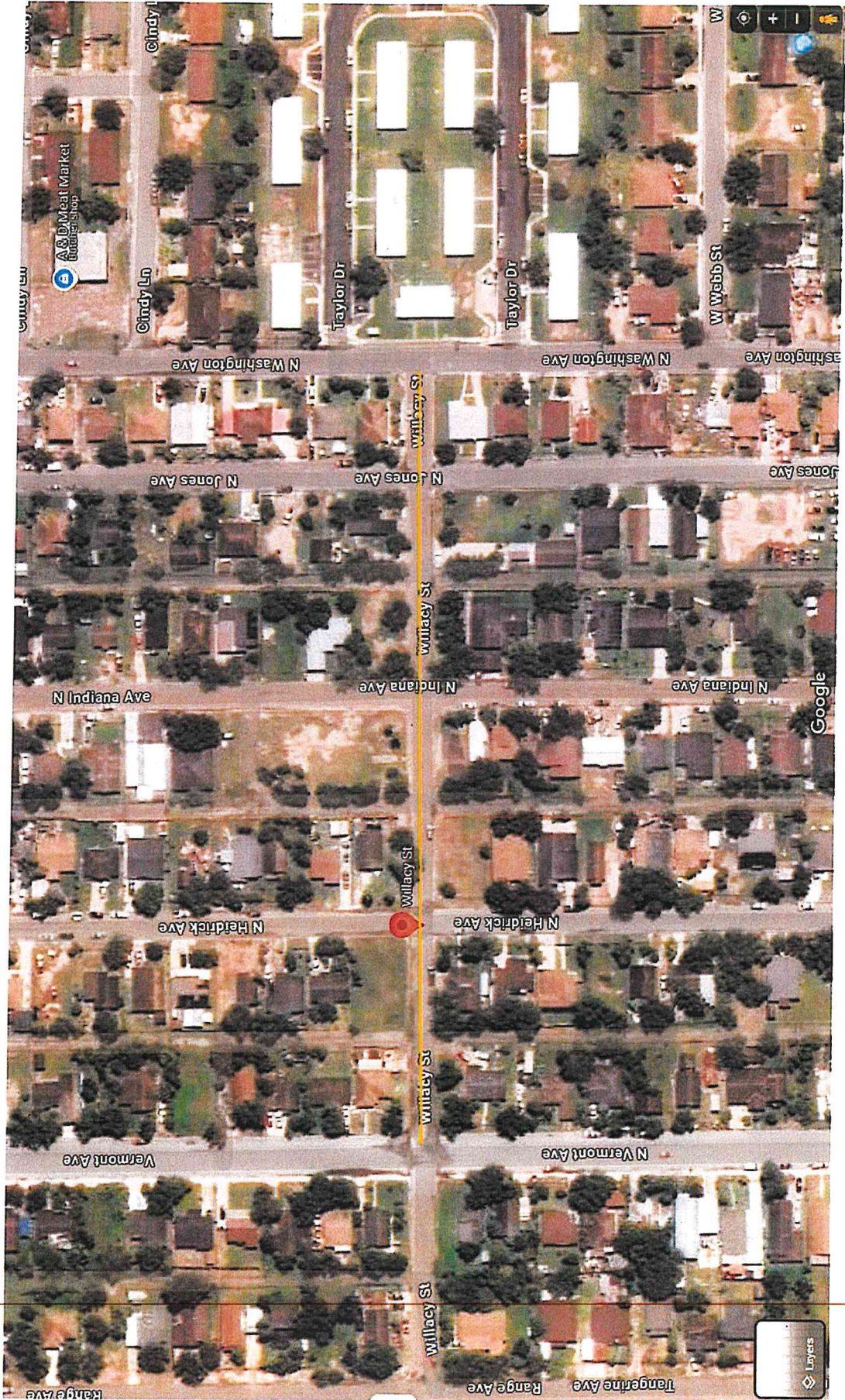
14. Please provide pictures of the proposed project site.

15. Is the proposed project part of a capital improvement plan? Yes ☐ No ☐ N/A ☒

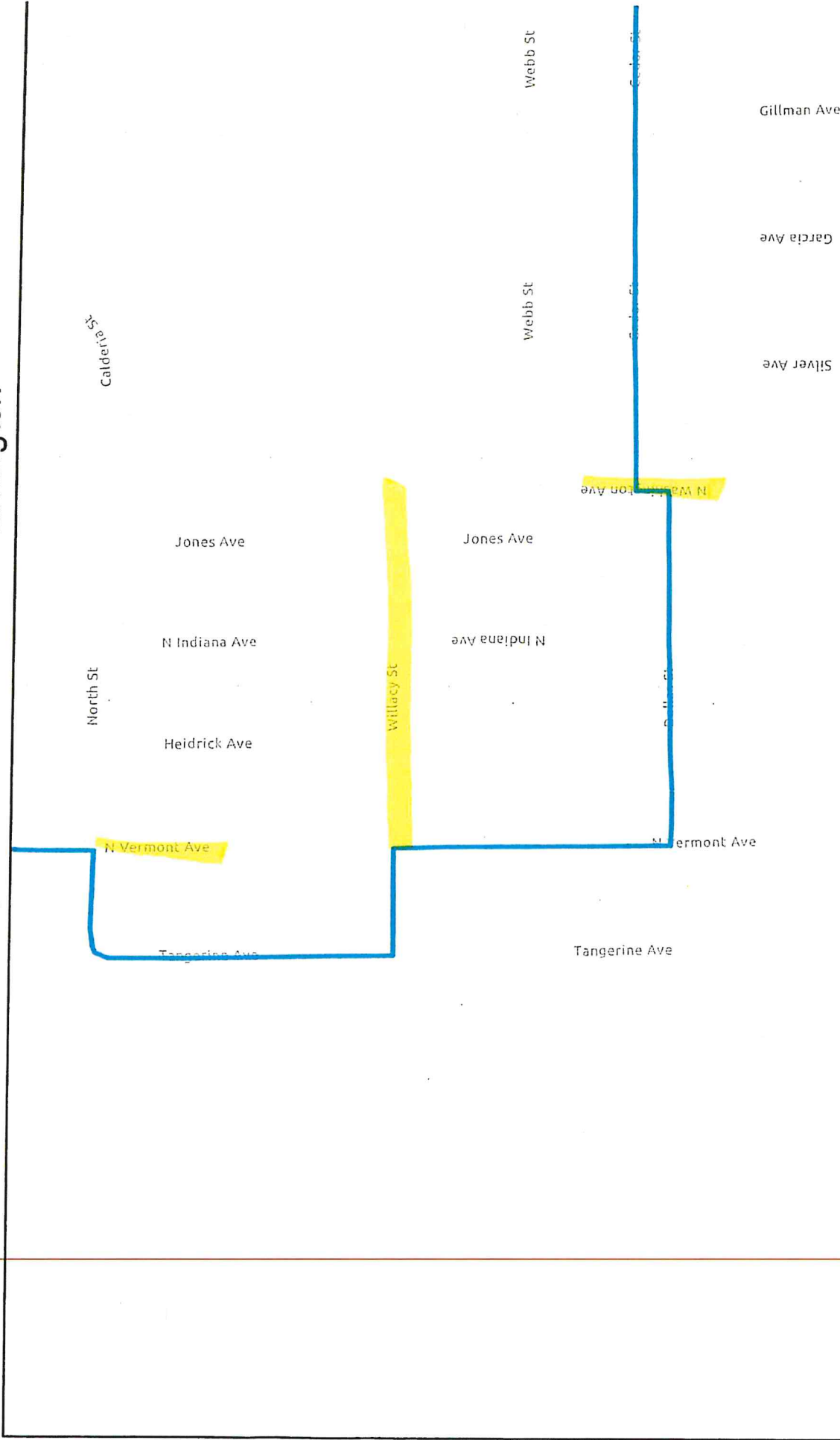
16. If yes, describe existing funding and number of services to be provided within the same period.

2025 MERCEDES STREET IMPROVEMENTS LOCATION MAP

WILLACY STREET (FROM N. VERMONT AVE. TO N. WASHINGTON AVE.)

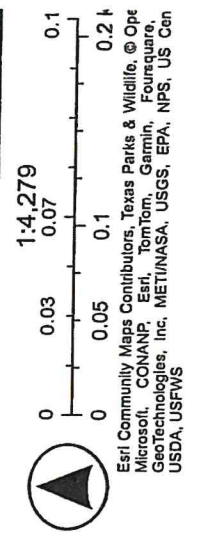


Willacy St. From Vermont to Washington



11/5/2024, 2:46:53 PM

- ☐ LMISD by Block Groups
- ☐ LMISD by County Subdivision
- ☐ LMISD by Place
- ☐ LMISD by County





Low- and Moderate-Income Area Data, Map Application, based on 2016-2020 ACS



Map Layers



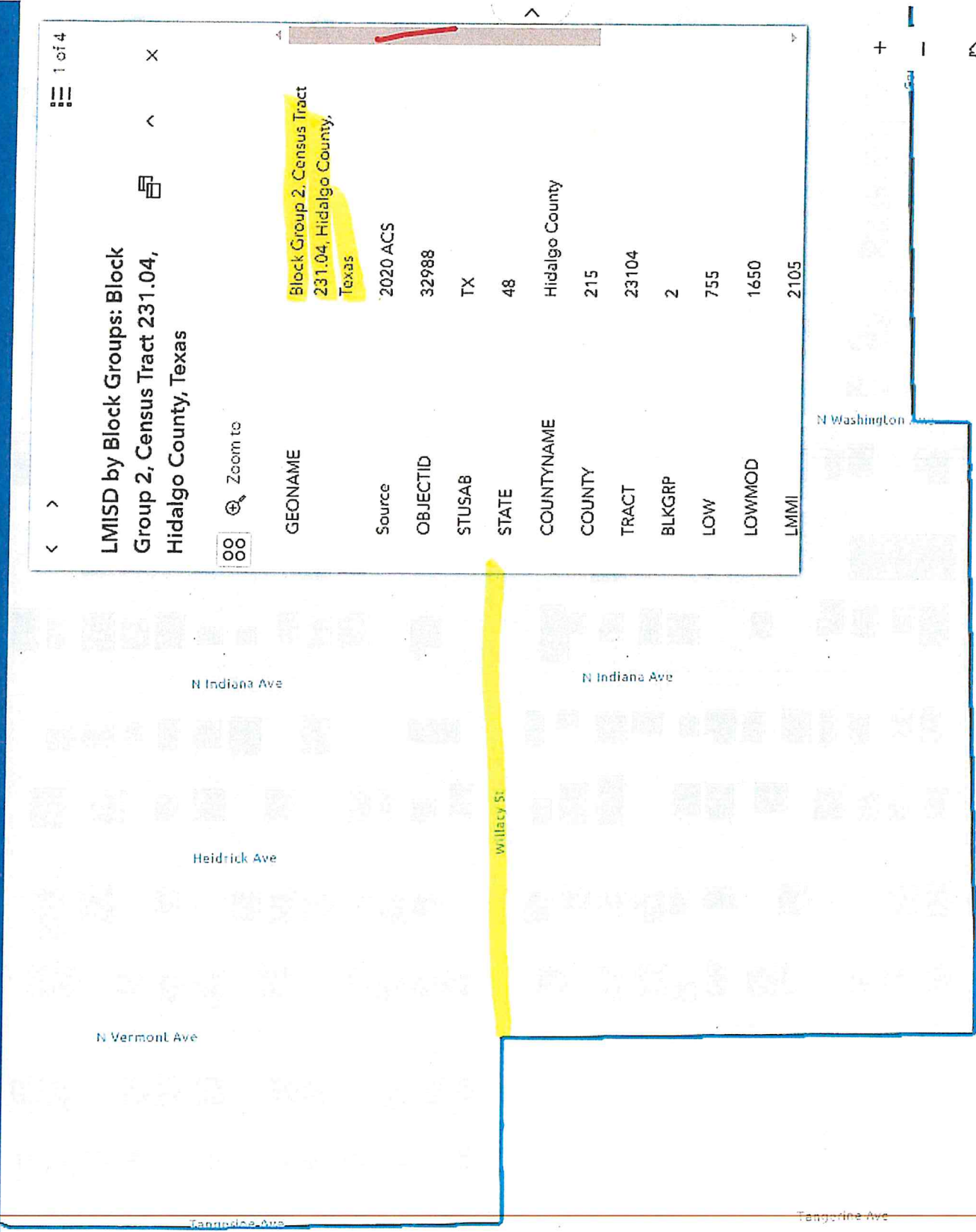
Select



Basemap



Print



1 of 4

LMISD by Block Groups: Block Group 2, Census Tract 231.04, Hidalgo County, Texas

Zoom to

GEONAME

Block Group 2, Census Tract 231.04, Hidalgo County, Texas

Source 2020 ACS

OBJECTID 32988

STUSAB TX

STATE 48

COUNTYNAME Hidalgo County

COUNTY 215

TRACT 23104

BLKGRP 2

LOW 755

LOWMOD 1650

LMMI 2105

+

1





Low- and Moderate-Income Area Data, Map Application, based on 2016-2020 ACS

Mercedes, TX, USA



Map Layer: LMISD by Block Groups: Block Group 2, Census Tract 231.04, Hidalgo County, Texas

Select: Zoom to

GEONAME	Block Group 2, Census Tract 231.04, Hidalgo County, Texas
Source	2020 ACS
OBJECTID	32988
STUSAB	TX
STATE	48
COUNTYNAME	Hidalgo County
COUNTY	215
TRACT	23104
BLKGRP	2
LOW	755
LOWMOD	1650
LMMI	2105
LOWMODUNIV	2140
LOWMOD_PCT	77.10%
MOE_LOWMODPCT	+/-14.50%
UCLOW	
UCLOWMOD	
UCLOWMOD_PCT	
MOE_UCLOWMODPCT	

Low-Moderate Income Data for CDBG Area-Benefit Activities (2016-2020 ACS-Based)

From: HUD's Office of Community Planning and Development
For: CDBG, CDBG-CV, CDBG-PRO, CDBG-PRICE, NSP, CDBG-MIT and CDBG-DR grantees to assist with Low- and Moderate-Income Area Benefit compliance determinations.

Description: These HUD-provided data are the Low Moderate Income Summary Data (2016-2020 ACS) geographically joined to the 2020 National Geodatabase from the U.S. Census Bureau. For more details on the use of these data, please refer to CPD Notice 24-04.

Available Geographies:

- Block Groups (Insular areas have a separate layer)
- Places* (Includes Census Designated Places, Consolidated Cities, and Incorporated Places)
- County Subdivisions, and
- Counties

*Insular Areas data only available at the block group level.

HOW TO USE:

1. **ZOOM IN** by searching in the box in the top right and DATA Will Appear! Use the text search, navigation controls, or mouse scroll wheel to zoom in to the activity's service area.

2. Click the **LAYER ICON** and leave only one LMISD Layer checked

3. Use **SELECT TOOL** to pick geographies that match the service area of the activity.

How to Use Select: Select the drop down arrow next to the Select tool icon to choose select method. Select Point is recommended, it's the easiest to use. If using a shape Select method, double click to close the shape. Press the Select Icon (mouse pointer over box) to the left of the arrow. Select will work only when the icon is turned blue.

With interactive selection, users can select multiple features in the following four ways:

- New selection (click and drag the pointer to draw a shape)
- Add to the current selection (press Shift while drawing)
- Remove from the current selection (press Ctrl while drawing for Windows; press Cmd while drawing for Mac)
- Select subset from the current selection (press Ctrl+Shift while drawing for Windows; press Cmd+Shift while drawing for Mac)

To clear selection, press Clear all.

✓ If the geographies provided do not reasonably match to the service area, grantees may consider conducting a manual survey to determine LMA compliance. See CPD Notice 24-04 for more details on matching to service areas. If conducting a manual survey, see the CDBG Income Survey Toolkit.

LMISD by Block Groups: Block
Group 2, Census Tract 231.04,
Hidalgo County, Texas



Zoom to

COUNTY	215
TRACT	23104
BLKGRP	2
LOW	755
LOWMOD	1650
LMMI	2105
LOWMODUNIV	2140
LOWMOD_PCT	77.10%
MOE_LOWMODPCT	+/-14.50%
UCLOW	
UCLOWMOD	
UCLOWMOD_PCT	
MOE_UCLOWMODPCT	



SDI ENGINEERING, LLC

CONSTRUCTION COST ESTIMATE

DATE: 14-Nov-24 SHT. 1 OF 1

Project: Willacy Street Overlay (N. Washington to N. Vermont)
Location: Mercedes, Texas
Owner: City of Mercedes
Type of Estimate: Preliminary
Estimator: IP

Basis of Estimate
No Design Completed
Preliminary Design
Final Design

ITEM	DESCRIPTION	UNIT	QUANTITY	ENGINEER'S ESTIMATE	
				UNIT COST	TOTAL
1	Demolition/Surface Preparation/Base Compaction (Repairs)	SY	1,200.00	\$ 22.00	\$ 26,400.00
2	MC-30 Oil	SY	3,100.00	\$ 2.25	\$ 6,975.00
3	1.5-inch HMA Pavement Overlay	SY	3,100.00	\$ 18.25	\$ 56,575.00
4	18-inch Curb and Gutter - Demo/Base/Replacement	LF	300.00	\$ 65.00	\$ 19,500.00
Total Overlay Prep/Overlay/Curb & Gutter/Sidewalk Improv. (Mercedes Fund):				\$	109,450.00

ADDITIONAL COSTS (Surveying / Engineering Design / Project Administration)

5	Topographic Survey	LS	1	\$ 6,500.00	\$ 6,500.00
6	Engineering Design (Construction Only)	%		9.00%	\$ 9,850.50
7	Project Administration/City of Mercedes Coordination	%		2.50%	\$ 2,736.25
Total Additional Cost (Mercedes Fund):				\$	19,086.75

Grand Total (Mercedes Fund): \$ 128,536.75

















HIDALGO COUNTY URBAN COUNTY PROGRAM

Community Development Block Grant Program

CITIES/PRECINCTS REQUEST FOR PROPOSALS

PLEASE RETURN BY NOVEMBER 15, 2024

Armando Garza, Jr.
Urban County Assist. Director
1916 N. Tesoro Blvd.
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This application for funding is used to seek funding for community development activities located in and/or primarily serving residents of Hidalgo County.

PART I – PROPOSAL SUMMARY

1. Proposed Project Title:

2025 Mercedes Street Improvement Project

2. City/Precinct:

Mercedes

3. Mailing Address:

400 S. Ohio Ave.

City:

Mercedes

Zip:

78570

4. Primary Contact:

Title:

Phone:

Email:

Adrian Perez

Planning
Director

956-565-
3114

adrian.perez@cityofmercedes.com

Secondary Contact:

Title:

Phone:

Email:

Joselynn Castillo

City Secretary

956-565-
3114

jcastillo@cityofmercedes.com

5. CDBG Funding Request Amount

\$ 252,774.00

6. Project pre-approval by County Commissioner or Authorized Signatory

Name: Alberto Perez

Title: City Manager

Signature: 

Date: 11/21/24

7. Applicant Certification:

I certify under penalty of perjury the foregoing Proposal for Community Development Block Grant funds is true and correct. If this request is accepted for funding, I am willing to comply with all applicable, Federal, State, and Local laws and regulations. I understand additional documentation will be required if award is granted.

Name: Adrian Perez

Title: Director of Planning

Signature: 

Date: 11/21/24

PART II – PROJECT DESCRIPTION

1. Provide the project location.

Address(s)	651 Silver Ave. (located south of Cedar St.) 827 N. Vermont Ave. (located north of Willacy St.) 662 Cedar St., 686 Cedar St. & 698 Cedar St. located on Cedar St.
Physical Location(s)	Cedar St (From Garcia Ave. to N. Washington Ave.)

2. Provide a detailed description of proposed project. For construction/infrastructure projects, please include anticipated area of ground disturbance in linear feet and depth.

Project consists of street paving (overlay) of streets, curb and gutter repair where needed to include but not limited adjacent/abutting streets within the same general vicinity. Other expenditure includes professional engineering services, surveying, geotechnical and construction material testing fees, and advertisement as needed.

3. Provide a statement of purpose and need for the project.

Project will provide much needed improved streets for the residents of the City of Mercedes for their daily commute and daily travel.

4. Attach a detailed Cost Estimate for the project, including all costs that may be associated with the project, i.e., professional services, acquisition, construction, equipment, etc.

5. Please list CDBG and all other sources of funds that are required for this project.

Project Amount Allocation from Urban County-CDBG	\$252,774.00
Specific Project	
Infrastructure	\$
Non Infrastructure	\$0.00
Public Service	\$0.00
General Administration	\$0.00

6. Has a commitment of funds been made for this project from other sources of funds? i.e. City General Fund or other sources. If not, please explain.

There is a high probability that surplus funds from 2024 Mercedes Street Improvement project will be added and utilized to the total funding for the 2025 Mercedes Street project.

Note: If other funds are pending approval and the project is dependent on them, Urban County reserves the right to cancel or disapprove award if other funding becomes unavailable.

7. Please complete the Project Benefit Assessment by providing the following data, as applicable.

Beneficiaries	
Number of Persons to Benefit from Project:	770
Number of Low/Moderate Income Persons to be served:	530/ 68.80%
Number of Jobs	
Jobs Created:	N/A
Jobs Retained:	N/A

8. The project must take place in a low/mod service area. Please list the project census tract(s).

Census Tract	231.04	Block Group	1
Census Tract		Block Group	
Census Tract		Block Group	
Census Tract		Block Group	

9. Please provide an estimated Project Time Line. The project should be completed within the fiscal year. If more time is required, consider proposing the project in phases.

Infrastructure/Construction Projects:

Milestone/Activity	Planned Start Date	Planned Completion Date
Contract Award	N/A	N/A
Mobilization	N/A	N/A
Construction Start Date	N/A	N/A
Substantial Completion Date	N/A	N/A

10. Are the plans, design and specifications for this project complete (Infrastructure/Construction Projects)? Yes ☐ No ☐ N/A ☒

If YES, please include plans, design and specifications with this proposal.

If NO, this project may not be approved for CDBG funding. A summary or plan for completion of the plans may be entered below for consideration.

11. Will a right-of-way be required? Yes ☐ No ☒

If YES, has the right-of-way been obtained? Yes ☐ No ☐

If NO, what is the projected date to obtain the ROW for this project? N/A

12. Will the project require an easement? Yes ☐ No ☒

If YES, has the city obtained the easement? Yes ☐ No ☐

If NO, what is the projected date to obtain an easement for this project? N/A

13. Please identify the location of the project site using the FEMA Flood Insurance Rate Map and include with the proposal. If the project is located in a Floodway (Zone AE) or Coastal High Hazard Area (Zone V1-30, VE or V), the project may not be considered for funding. Other considerations may also apply if the project is located in the 100-year (Zone A1-30, AE, A, AH, AO, AR o A99) or 500-year flood plain (Zone B or Zone X Shaded), depending on the project scope.

14. Please provide pictures of the proposed project site.

15. Is the proposed project part of a capital improvement plan? Yes ☐ No ☐ N/A ☒

16. If yes, describe existing funding and number of services to be provided within the same period.

EXHIBIT A

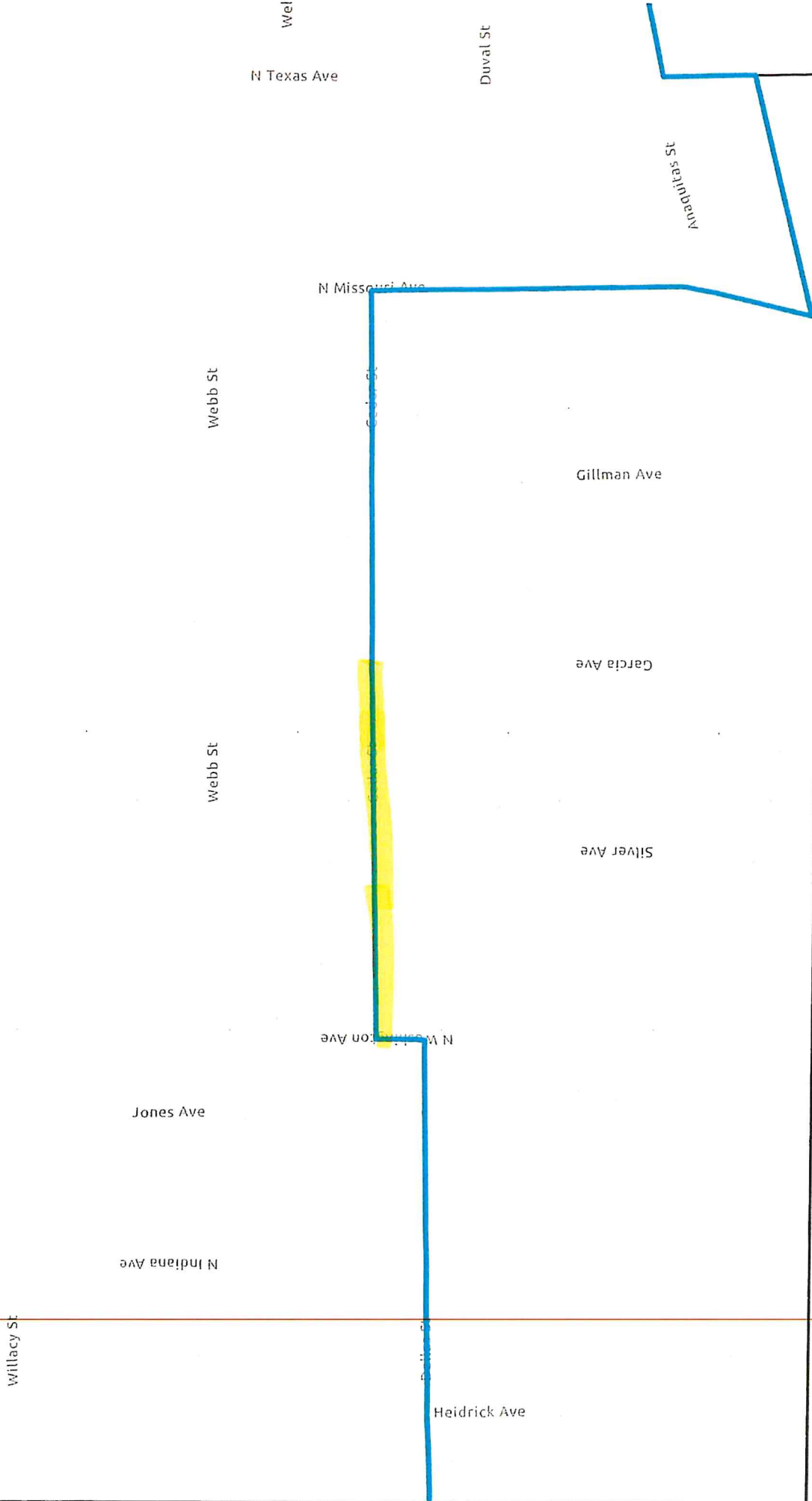
PROPOSAL SUBMISSION REQUIREMENTS CHECKLIST	
A <u>complete proposal</u> includes the items listed below. Please provide each item in the sequential order.	
✓	Item
	Proposal for CDBG Funds. One proposal per project.
	Attach detailed cost estimate for the project. Include all sources of funds.
	Estimated project timeline.
	Attach any preliminary or final plans and specifications, as applicable.
	Attach FEMA panel map showing project location.
	Provide pictures of the proposed project site.

2025 MERCEDES STREET IMPROVEMENT PROJECT
CEDAR ST. (FROM GARCIA AVE. TO N. WASHINGTON AVE.)



2025 Mercedes Street Imp. -Cedar St. (From Garcia Ave. to N. Washington Ave.)

H



11/15/2024, 2:35:41 PM

- ☐ LMISD by Block Groups
- ☐ LMISD by County Subdivision
- ☐ LMISD by Place
- ☐ LMISD by County



1:2,996

0 0.02 0.04 0.07 0.14

Esri Community Maps Contributors, Texas Parks & Wildlife, © OpenStreetMap contributors, Esri, TomTom, Garmin, Foursquare, GeoTechnologies, Inc, MET/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS

< >

1 of 4

LMISD by Block Groups: Block Group 1, Census Tract 231.04, Hidalgo County, Texas

Zoom to



<

x

LOWMODUNIV 770
LOWMOD_PCT 68.80%
MOE_LOWMODPCT +/-25.70%
UCLOW
UCLOWMOD
UCLOWMOD_PCT
MOE_UCLOWMODPCT

GEONAME

Block Group 1, Census Tract 231.04, Hidalgo County, Texas

Source

2020 ACS

OBJECTID

32987

STUSAB

TX

STATE

48

COUNTYNAME

Hidalgo County

COUNTY

215

TRACT

23104

BLKGRP

1

LOW

425

LOWMOD

530

LMMI

725

CONSTRUCTION COST ESTIMATE

DATE: 20-Nov-24 SHT. 1 OF 1

Project: Cedar Street Overlay (Garcia Ave. to N. Washington Ave.)
Location: Mercedes, Texas
Owner: City of Mercedes
Type of Estimate: Preliminary
Estimator: IP

Basis of Estimate
No Design Completed
Preliminary Design
Final Design

ITEM	DESCRIPTION	UNIT	QUANTITY	ENGINEER'S ESTIMATE	
				UNIT COST	TOTAL
1	Demolition/Surface Preparation/Base Compaction (Repairs)	SY	800.00	\$ 22.00	\$ 17,600.00
2	MC-30 Oil	SY	2,200.00	\$ 2.25	\$ 4,950.00
3	1.5-inch HMA Pavement Overlay	SY	2,200.00	\$ 18.25	\$ 40,150.00
4	18-inch Curb and Gutter - Demo/Base/Replacement	LF	400.00	\$ 65.00	\$ 26,000.00
<i>Total Overlay Prep/Overlay/Curb & Gutter/Sidewalk Improv.:</i>				\$	<i>88,700.00</i>

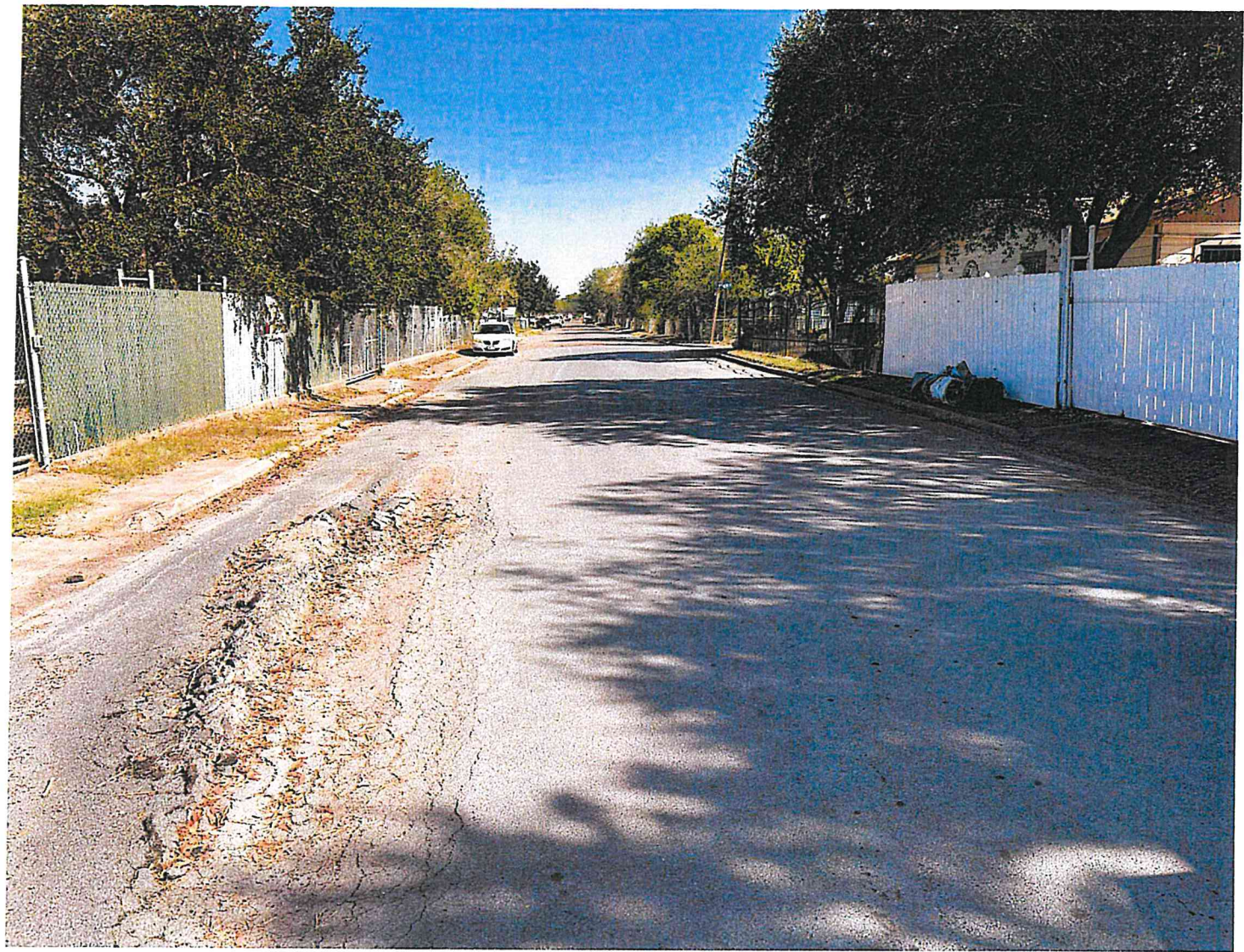
ADDITIONAL COSTS (Surveying / Engineering Design / Project Administration)

5	Topographic Survey	LS	1	\$ 5,500.00	\$ 5,500.00
6	Engineering Design (Construction Only)	%		9.00%	\$ 7,983.00
7	Project Administration/City of Mercedes Coordination	%		2.50%	\$ 2,217.50
8	Geotechnical/Materials Testing	LS	1	\$ 3,500.00	\$ 3,500.00
<i>Total Additional Cost:</i>				\$	<i>19,200.50</i>

Grand Total: \$ 107,900.50

















RESOLUTION NO. 2025-03

A RESOLUTION ADOPTING THE WORK PLAN AND BUDGET FOR YEAR NINETEEN (19) FOR THE URBAN COUNTY PROGRAM YEAR 38 (2025)

WHEREAS, the City of Mercedes is participating in the Urban County Program; and

WHEREAS, the City of Mercedes conducted a Public Hearing on Tuesday, October 15, 2024, at 6:30 P.M. at the Mercedes City Hall to solicit public input on community needs in compliance with CDBG Requirements.

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

The Urban County Program Work Plan and Budget for Year Thirty-Eight (2025) is hereby adopted as follows:

Year 38 (2025)

<u>PROGRAM ACITIVITY</u>	<u>BUDGET</u>
Street Improvements	\$262,000.00
General Administration	\$ 3,000.00
Total:	\$265,000.00

PASSED, APPROVED AND ADOPTED ON THIS THE 21ST DAY OF JANUARY, 2025.

(SEAL)

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

**_____
Joselynn Castillo, City Secretary**

DATE: January 21, 2025
FROM: Alberto Perez, City Manager
ITEM: **Discussion and possible action to Approval of Resolution 2025-04 approving the creation of the San Jacinto Redevelopment Authority**

BACKGROUND INFORMATION: This resolution simply consents to the creation of the Authority. There will a separate action taken after its creation to empower the entity to implement the TIRZ on behalf of the City, by an agreement also approved by City Council, the Authority Board of Directors, and the TIRZ Board.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: (Total Costs)

Proposed Expenditure/(Revenue):
\$

Account Number(s):

Finance Review by: N/A

LEGAL REVIEW: No

ATTACHMENTS:

1. 2025-04 - TIRZ Creation
2. Exhibit A Final San Jacinto RA Certificate of Formation Updated 12.6.24 local incorporators
3. Exhibit B - San Jacinto Redevelopment Authority By Laws as of 112724

STAFF RECOMMENDATION: Approval

CITY OF MERCEDES

RESOLUTION 2025-04

A RESOLUTION APPROVING THE CREATION OF THE SAN JACINTO REDEVELOPMENT AUTHORITY; APPROVING THE CERTIFICATE OF FORMATION AND THE BYLAWS THEREOF; CONFIRMING APPOINTMENT OF THE INITIAL DIRECTORS; AND CONTAINING FINDINGS AND OTHER PROVISIONS RELATING TO THE SUBJECT

WHEREAS, Subchapter D of Chapter 431, Texas Transportation Code ("Chapter 431"), authorizes the creation and organization of public non-profit local government corporations to aid and assist a local government entity in the performance of one or more governmental functions; and

WHEREAS, Chapter 431 requires a local government corporation to be created pursuant to the provisions of Chapter 394, Texas Local Government Code ("Chapter 394"), and requires a local government corporation's certificate of formation and bylaws be in the form and be executed, approved, and filed in the manner prescribed by Chapter 394; and

WHEREAS, a local government corporation may have and exercise all of the powers prescribed by Chapter 431 and the Texas Business Organization Code (collectively, the "Acts"); and

WHEREAS, Chapter 394 requires as a condition of creation of a local government corporation that at least three (3) residents of the local government entity who are citizens of the State of Texas and of the City of Mercedes, Texas, and are at least eighteen (18) years of age submit written application for the incorporation of the local government corporation; and

WHEREAS, there has been presented to and filed with the CITY OF MERCEDES CITY COUNCIL an application executed by three (3) residents of the CITY OF MERCEDES who meet the requirements of Chapter 394 requesting the incorporation of the SAN JACINTO REDEVELOPMENT AUTHORITY (the "Authority"); and

WHEREAS, the CITY OF MERCEDES CITY COUNCIL desires to grant the application for incorporation of the Authority, authorize its Certificate of Formation, approve its Bylaws, appoint the board of directors of the Authority, and take other action with respect to the Authority.

NOW, THEREFORE, BE IT RESOLVED THAT:

Section 1. The CITY OF MERCEDES CITY COUNCIL finds, determines, and declares that the application for the incorporation of the Authority is executed and filed in the manner required by Chapter 394, and the City Council therefore has the authority to consider and act on the application for incorporation of the Authority.

Section 2. The CITY COUNCIL hereby finds, determines, recites, and declares that

it is wise, expedient, necessary, and advisable that the Authority be formed, the creation and organization of the Authority under the provisions of the Acts and Chapter 394 as a duly constituted authority of the City is hereby approved, and the Authority is hereby authorized to aid and assist the City in the performance of its governmental functions to promote, economic development in the City; to promote the common good and the general welfare of the City; and to perform other purposes as described in the Certificate of Formation.

Section 3. The CITY OF MERCEDES CITY COUNCIL hereby approves the Certificate of Formation of the Authority in substantially the form attached hereto as Exhibit" A" and authorizes the incorporators of the Authority to file such Certificate of Formation with the Secretary of State of the State of Texas in the manner provided by law.

Section 4. The City Council hereby approves the Bylaws of the Authority in substantially the form attached hereto as Exhibit "B".

Section 5. The City Council hereby confirms the appointment of the persons designated as the Directors for the City of Mercedes Tax Increment Reinvestment Zone #2, CITY OF MERCEDES to serve as the Board of Directors as set forth in Article VIII of the Certificate of Formation.

Section 6. The CITY OF MERCEDES CITY COUNCIL hereby finds, determines, recites, and declares that any notes, bonds, loans, debts, or other obligations of the Authority shall not be deemed an indebtedness, liability, general or moral obligation, or pledge of the faith or credit of the State of Texas, the City, or any other political subdivision or governmental unit, nor shall any such notes, bonds, loans, debt, or other obligations constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction or any agreement, obligation, or indebtedness of the City or of the State of Texas within the meaning of any constitutional or statutory provision whatsoever.

Section 7. The City Council hereby finds, determines, recites, and declares that it is the purpose, intent, and desire of the City in approving the creation of the Authority and its Certificate of Formation and Bylaws, that such actions and the authority hereby authorized comply with the requirements of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations and Internal Revenue Service rulings promulgated thereunder and the rulings issued pursuant thereto, such that the Authority shall be deemed to be a constituted authority acting to aid and assist the City pursuant to the provisions of the Acts and Chapter 394 of the Texas Local Government Code.

PASSED AND APPROVED THIS 21st DAY OF JANUARY, 2025.

Oscar D. Montoya Sr., Mayor

ATTEST:

Joselynn Castillo, City Secretary

EXHIBIT A

CERTIFICATE OF FORMATION

EXHIBIT B

BYLAWS OF THE AUTHORITY

CERTIFICATE OF FORMATION

OF

THE SAN JACINTO REDEVELOPMENT AUTHORITY

We, the undersigned natural persons, each of whom is at least eighteen (18) years of age or more, and a resident and a qualified voter of and a citizen of the State of Texas, acting as incorporators of a corporation under the provisions of Subchapter D of Chapter 431, Texas Transportation Code (the "Act") do hereby adopt the following Articles of Incorporation for such corporation:

ARTICLE I

The name of the corporation THE SAN JACINTO REDEVELOPMENT AUTHORITY (the "Authority").

ARTICLE II

The Authority is a public non-profit corporation.

ARTICLE III

The period of duration of the Authority shall be perpetual.

ARTICLE IV

The Authority is organized for the purpose of aiding, assisting, and acting on behalf of the city in the performance of its governmental functions to promote the common good and general welfare of the area represented in the attached map (Exhibit 1), also known as the target development area, which area may be expanded from time to time, to promote, develop, encourage and maintain housing, educational facilities, employment, commerce and economic development in the City.

The Authority is further organized to aid, assist and act on behalf of the City:

(a) in the development of the land in the target development area, including road construction;

(b) in the development of a policy to finance development of residential property, educational facilities, medical facilities, office space, commercial property, and park property and open spaces in the target development area; and,

(c) in assisting with or financing any other economic development project or

initiative in the target area.

The Authority is formed pursuant to the provisions of the Act as it now or may hereafter be amended from time to time.

The Authority shall have and exercise all of the rights, powers, privileges, authority, and functions given by the general laws of Texas to non-profit corporations incorporated under the Act including, without limitation, Article 1396, Vernon's Texas Civil Statutes.

The Authority shall have all other powers of a like or different nature not prohibited by law which are available to non-profit corporations in Texas and which are necessary or useful to enable the Authority to perform the purposes for which it is created, including the power to issue bonds, notes or other obligations, and otherwise exercise its borrowing power to accomplish the purposes for which it was created, provided that the Authority shall not issue bonds without the consent of THE CITY OF MERCEDES CITY COUNCIL.

The Authority shall have and exercise all the rights and powers, privileges, authority and functions given by the general laws of Texas to non-profit corporations, incorporated under the act, including without limitation Chapter 22, Texas Business Organizations Code.

The Authority is created as a local government corporation pursuant to the Act and shall be a governmental unit within the meaning of Subdivision (2), Section 101.001, Texas Civil Practice and Remedies Code. The operations of the Authority are governmental and not proprietary functions for purposes of the Texas Tort Claims Act, Section 101.001 et seq., Texas Civil Practice and Remedies Code. The Authority shall have the power to acquire land in accordance with the Act as amended from time to time.

ARTICLE V

The Authority shall have no members and shall have no stock.

ARTICLE VI

All powers of the Authority shall be vested in a Board consisting of Seven (7) persons. The initial directors of the Authority ("Director" or "Directors") shall be those persons named in Article VIII. Each initial Director named in Article VIII hereof shall serve for the term prescribed in the Bylaws. Subsequent Directors shall be appointed by position to the Board as prescribed in the Bylaws. Except as provided in the Articles of Incorporation, each Director shall serve for the term provided in the Bylaws. Any Director may be removed from office at any time, with or without cause, by the MERCEDES City Council.

The Chairperson shall be the same person designated as the Director in Position ONE, as set forth in Article VIII.

If any of the following persons is not serving as a member of the Board, he or she or their

designee shall serve as an ex-officio, non-voting member of the Board:

- (1) City Engineer.
- (2) City Attorney.

In addition, the Board of Directors of the Authority may designate one or more representatives of either Hidalgo County, or other political subdivisions as ex officio, non-voting members of the Board of Directors.

All other matters pertaining to the internal affairs of the Authority shall be governed by the Bylaws of the Authority, so long as such Bylaws are not inconsistent with these Articles of Incorporation, or the laws of the State of Texas.

ARTICLE VII

The street address of the initial registered office of the Authority is: 5523 Spellman Road, Houston, Texas, and the name of its initial registered agent at such address is Bill Calderon, Redevelopment Authority Administrator.

ARTICLE VIII

The number of Directors initially constituting the Board is seven (7). The names, addresses, and positions of the seven (7) initial Directors, each of whom resides within the State of Texas are as follows:

Name and Physical Address

Oscar D. Montoya
735 South Missouri
Mercedes, Texas 78570

Position ONE (Chairman)

Jacob Howell
905 Arroyo Circle
Mercedes, Texas 78570

Position Two

Armando Garcia
429 Patricia Avenue
Mercedes, Texas 78570

Position Three

Joe Martinez
701 South Missouri
Mercedes, Texas 78570

Position Four

Dan Dill
5705 Spicewood
Harlingen, TX 78552

Position Five

Joe Daniel Olivarez
614 N. Texas Boulevard
Weslaco, Texas 78596

Position Six

David Fuentes
1902 Joe Stevens Ave,
Suite 101
Weslaco, Texas 78596

Position Seven

ARTICLE IX

The names and street addresses of the incorporators, each of whom resides within the State of Texas, and Hidalgo County are as follows:

Name of Incorporator #1
Blanca Garza Munoz
427 E Liberty
Mercedes, TX 78570

Name of Incorporator #2
Hilda L Barbosa
1006 Valle Verde Dr
Mercedes, TX 78570

Name of Incorporator #3
Ricardo Barbosa
1006 Valle Verde Dr.
Mercedes, TX 78570

ARTICLE X

THE CITY OF MERCEDES City Council, pursuant to Resolution No. xx-xxxx, adopted on xxxxxxxx, approved the form of these Articles of Incorporation and authorized the Authority to act on behalf of THE CITY OF MERCEDES to further the public purpose stated in Article IV

of these Articles of Incorporation.

ARTICLE XI

No Director shall be liable to the Authority for monetary damages for an act or omission in the Director's capacity as a Director, except for liability (i) for any breach of the Director's duty of loyalty to the Authority, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) for any transaction from which the Director received an improper benefit, whether or not the benefit resulted from an act taken within the scope of the Director's office, or (iv) for acts or omissions for which the liability of a Director is expressly provided by statute. Any repeal or amendment of this Article by the Directors shall be prospective only and shall not adversely affect any limitation on the personal liability of a Director existing at the time of such repeal or amendment. In addition to the circumstances in which a Director is not personally liable as set forth in the preceding sentences, a Director shall not be liable to the fullest extent permitted by any amendment to the Texas statutes hereafter enacted that further limit the liability of a Director.

ARTICLE XII

In accordance with the provisions of Section 501(c)(3) of the U.S. Internal Revenue Code of 1986, as amended (the "Code"), and regardless of any other provisions of these Articles of Incorporation or the laws of the State of Texas, the Authority: (a) shall not permit any part of the net earnings of the Authority to inure to the benefit of any private individual (except that reasonable compensation may be paid for personal services rendered to or for the Authority in effecting one or more of its purposes); (b) shall not devote more than an insubstantial part of its activities to attempting to influence legislation by propaganda or otherwise; (c) shall not participate in, or intervene in (including the publication or distribution of statements), any political campaign on behalf of any candidate for public office; and (d) shall not attempt to influence the outcome of any election for public office or to carry on, directly or indirectly, any voter registration drives. Any income earned by the Authority after payment of reasonable expenses, debt and establishing a reserve shall accrue to the CITY. No part of the Authority's income shall incur to the benefit of any private interests.

The CITY shall at all times have an unrestricted right to receive any income earned by the Authority, exclusive amounts need to cover reasonable expenditures and reasonable reserves for future activities.

If the Board of Directors determines by resolution that the purposes for which the Authority was formed have been substantially met and all bonds issued by and all obligations incurred by the Authority have been fully paid, the Board shall execute a certificate of dissolution which states those facts and declares the Authority dissolved in accordance with the requirements of Section 394.026 Texas Local Government Code, or with applicable law then in

existence. In the event of dissolution or liquidation of the Authority, all assets will be turned over to the CITY for disposition, and any revenues deemed surplus shall be deposited into the CITY OF MERCEDES General Fund.

ARTICLE XIII

If the Authority is a private foundation within the meaning of Section 509(a) of the Code, the Authority: (a) shall distribute its income for each taxable year at such time and in such manner as not to become subject to the tax on undistributed income imposed by Section 4942 of the Code; (b) shall not engage in any act of selfdealing as defined in Section 4941(d) of the Code; (c) shall not retain any excess business holdings as defined in Section 4943(c) of the Code; (d) shall not make any investments in such manner as to subject it to tax under Section 4944 of the Code; and (e) shall not make any taxable expenditures as defined in Section 4945(d) of the Code.

ARTICLE XIV

The CITY COUNCIL OF THE CITY OF MERCEDES may at any time consider and approve an order directing the Board to proceed with the dissolution of the Authority, at which time the Board shall proceed with the dissolution of the Authority in accordance with applicable state law. The failure of the Board to proceed with the dissolution of the Authority in accordance with this Section shall be deemed a cause for the removal from office of any or all of the Directors as permitted by Article VI of these Articles of Incorporation.

ARTICLE XV

These Articles may not be changed or amended unless approved by THE CITY OF MERCEDES CITY COUNCIL.

IN WITNESS WHEREOF, we have hereunto set our hands this ____ day of _____, 2024.

Name: Blanca Garza Munoz

Incorporator

THE STATE OF TEXAS '
COUNTY OF HIDALGO '

BEFORE ME, the undersigned authority, on this day personally appeared Blanca Garza Munoz, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the ____ day of _____, 2024.

(SEAL)

Notary Public in and for
The State of Texas

Name: Hilda L. Barbosa

Incorporator

THE STATE OF TEXAS '
 '
COUNTY OF HIDALGO '

BEFORE ME, the undersigned authority, on this day personally appeared Hilda L. Barbosa, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the ____ day of _____, 2024.

Notary Public in and for
The State of Texas

(SEAL)

Name: Ricardo Barbosa

Incorporator

THE STATE OF TEXAS `
 `
COUNTY OF HIDALGO `

BEFORE ME, the undersigned authority, on this day personally appeared Ricardo Barbosa, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the ____ day of _____, 2024.

(SEAL)

Notary Public in and for The State of Texas

Articles and By Laws
San Jacinto Redevelopment Authority

BYLAWS

OF THE

SAN JACINTO REDEVELOPMENT AUTHORITY

A Texas Local Government Corporation
(Created on behalf of the City of MERCEDES, TEXAS)

Date of Adoption: January 21, 2025

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ARTICLE I

PURPOSES

The SAN JACINTO Redevelopment Authority (the "Authority") is organized for the purpose of aiding, assisting, and acting on behalf of the CITY OF MERCEDES,, Texas (the "City") in the performance of its governmental functions to promote the common good and general welfare of the area included in the MERCEDES TAX INCREMENT REINVESTMENT ZONE NO. TWO (TIRZ #2) development, and neighboring areas; to promote, develop, encourage and maintain housing, educational facilities, employment, commerce and economic development in the City.

The Authority is further organized to aid, assist and act on behalf of the City;

(a) in the implementation of the Development Plan for the MERCEDES TIRZ #2 development;

(b) in the financing of public infrastructure costs associated with the development of residential, public and commercial properties in the MERCEDES TIRZ #2 area; and

The Authority is formed pursuant to the provisions of Subchapter D of Chapter 431, Texas Transportation Code (the Act) as it now or may hereafter be amended, which authorizes the Authority to assist and act on behalf of the City and to engage in activities in the furtherance of the purposes for its creation, provided that the Authority shall not be authorized to make or acquire home mortgages, or to make loans to lending institutions, the proceeds of which are to be used to make home mortgages or to make loans on residential developments.

The Authority shall have and exercise all of the rights, powers, privileges, authority, and functions given by the general laws of Texas to non-profit corporations incorporated under the Act including, without limitation, Chapter 22, Texas Business Organizations Code.

The Authority shall have all other powers of a like or different nature not prohibited by law which are available to non-profit corporations in Texas and which are necessary or useful to enable the Authority to perform the purposes for which it is created, including the power to issue bonds, notes or other obligations, and otherwise exercise its borrowing power to accomplish the purposes for which it was created, provided that the Authority shall not issue bonds without the consent of the CITY OF MERCEDES CITY COUNCIL.

The Authority is created as a local government corporation pursuant to the Act and shall be a governmental unit within the meaning of Subdivision (2), Section 101.001, Texas Civil Practice and Remedies Code. The operations of the Authority are governmental and not

proprietary functions for purposes of the Texas Tort Claims Act, Section 101.001 et seq., Texas Civil Practice and Remedies Code. The Authority shall have the power to acquire land in accordance with the Act as amended from time to time.

ARTICLE II

BOARD OF DIRECTORS

Section 1. Appointment, Classes, Powers, Number, and Term of Office. All powers of the Authority shall be vested in the Board of Directors (the "Board"). The Board shall initially consist of Seven (7) persons.

Each Director shall be appointed by numbered position (1 through 7) and shall serve for a term which expires on the date set forth below for the position to which such person was appointed, or until his or her successor is appointed by the City unless such Director has been appointed to fill an unexpired term in which case the term of the Director shall expire on the expiration date of the term of the Director whose position he or she was appointed to fill. Any Director may be removed from office at any time, with or without cause, by the CITY OF MERCEDES City Council. The number of Directors may only be increased or decreased by an amendment to the Bylaws with the consent of the CITY OF MERCEDES. If any of the following persons are not serving as a member of the Board, he or she, or his or her designee shall serve as an exofficio, nonvoting member of the Board:

- (1) City Attorney
- (2) City Engineer;

Any person designated as an exofficio member of the Board is entitled to notice of and to attend meetings of the Board.

In addition, the Board of Directors of the Authority may designate one or more representatives of CITY OF MERCEDES, HIDALGO County, Texas, or other political subdivisions as ex officio, non-voting members of the Board of Directors.

Section 2. Meetings of Directors. The Directors may hold their meetings and may have an office and keep the books of the Authority at such place or places within or outside the City, as the Board may from time to time determine; provided, however, in the absence of any such determination, such place shall be the registered office of the Authority in the State of Texas.

The Board shall meet in accordance with and file notice of each meeting of the Board for the same length of time and in the same manner and location as is required of a City under Chapter 551, Government Code (the "Open Meetings Act").

The Authority, the Board, and any committee of the Board exercising the powers of the Board are subject to Chapter 552, Government Code (the "Open Records Act").

Section 3. Annual Meetings. The annual meeting of the Board shall be held at the time and at the location designated by the resolution of the Board for the purposes of transacting such business as may be brought before the meeting.

Section 4. Regular Meetings. Regular meetings of the Board shall be held at such times and places as shall be designated, from time to time, by resolution of the Board.

Section 5. Special and Emergency Meetings. Special and emergency meetings of the Board shall be held whenever called by the Chairperson of the Board or the Secretary or by a majority of the Directors who are serving duly appointed terms of office at the time the meeting is called.

The Secretary shall give notice of each special meeting in person, by telephone, fax, mail or email at least three 72 hours before the meeting to each Director and to the public in compliance with the Open Meetings Act. Notice of each emergency meeting shall also be given in the manner required of the City under Section 551.045 of the Open Meetings Act. Unless otherwise indicated in the notice thereof, any and all matters pertaining to the purposes of the Authority may be considered and acted upon at a special or emergency meeting. At any meeting at which every Director shall be present, even though without any notice, any matter pertaining to the purposes of the Authority may be considered and acted upon to the extent allowed by the Open Meetings Act.

Section 6. Quorum. A majority of the appointed and currently filled positions of the Board shall constitute a quorum for the consideration of matters pertaining to the purposes of the Authority. If at any meeting of the Board there is less than a quorum present, a majority of those present may adjourn the meeting from time to time. The act of a majority of the Directors present and voting at a meeting at which a quorum is in attendance shall constitute the act of the Board, unless the act of a greater number is required by law, by the Articles of Incorporation, or by these Bylaws.

A Director who is present at a meeting of the Board at which any corporate action is taken shall be presumed to have assented to such action unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such

dissent by registered mail to the Secretary of the Authority immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of the action.

Section 7. Conduct of Business. At the meetings of the Board, matters pertaining to the purposes of the Authority shall be considered in such order as from time to time the Board may determine.

At all meetings of the Board, the Chairperson shall preside, and in the absence of the Chairperson, the Vice Chairperson shall preside. In the absence of the Chairperson and the Vice Chairperson, a chairperson shall be chosen by the Board from among the Directors present.

The Secretary of the Authority shall act as secretary of all meetings of the Board, but in the absence of the Secretary, the presiding officer may appoint any person to act as secretary of the meeting.

Section 8. Executive Committee, Other Committees. The Board may, by resolution passed by a majority of the Directors, designate three (3) or more Directors to constitute an executive committee or other type of committee. To the extent provided in the authorizing resolution, a committee shall have and may exercise all of the authority of the Board in the management of the Authority, except where action of the Board is specified by statute. A committee shall act in the manner provided in the authorizing resolution. Each committee so designated shall keep regular minutes of the transactions of its meetings and shall cause such minutes to be recorded in books kept for that purpose in the office of the Authority, and shall report the same to the Board from time to time. Committees authorized to exercise the powers of the Board shall give notice of any meeting in the manner required for a meeting of the Board.

Section 9. Compensation of Directors. Directors, may receive a salary or compensation for their services as Directors; provided, compensation is not excessive and which is at commercially reasonable rates for personal services (rendered in other than a "Director" Capacity) which are reasonable and necessary in carrying out the Authority's purposes.

Section 10. Board of Advisory Directors. The Board may establish a Board of Advisory Directors composed of members who are, in the judgment of the Board, qualified to advise with respect to the activities of the Authority. Members of the Board of Advisory Directors shall serve for a term of one (1) year or such longer term as may be fixed by the Board, not to exceed four (4) years. Advisory Directors may be removed by the Board at any time with or without cause. The number of members of the Board of Advisory Directors shall be fixed from time to time by the Board. The officers and Directors of the Authority may consult with the Board of Advisory Directors from time to time with respect to the activities of the Authority but the Board of Advisory Directors shall in no way restrict the powers of the Board nor limit its responsibilities or obligations. The Board of Advisory Directors shall have no responsibility for

the management of the affairs of the Authority. Advisory Directors shall not receive any salary or compensation for their services as Advisory Directors; provided, that nothing contained herein shall be construed to preclude any Advisory Director from receiving compensation which is not excessive and which is at commercially reasonable rates for personal services (rendered in other than an "Advisory Director" Capacity) which are reasonable and necessary in carrying out the Authority's purposes.

Section 11. Director's Reliance on Consultant Information. A Director shall not be liable if while acting in good faith and with ordinary care, he relies on information, opinions, reports, or statements, including financial statements and other financial data, concerning the Authority or another person, that were prepared or presented by:

- (a) one or more other officers or employees of the Authority;
- (b) legal counsel, public accountants, or other persons as to matters the officer reasonably believes are within the person's professional or expert competence; or
- (c) a committee of the Board of which the Director is not a member.

ARTICLE III

OFFICERS

Section 1. Titles and Term of Office. The officers of the Authority shall be a chairperson of the Board, one or more vice chairpersons of the Board, a secretary, a treasurer, and such other officers as the Board may from time to time elect or appoint. One person may hold more than one office, except that neither the Chairperson of the Board nor the President shall hold the office of Secretary. The term of office for each officer shall be two (2) years commencing with the date of the annual meeting of the Board at which each such officer is elected.

All officers shall be subject to removal, with or without cause, at any time by a vote of a majority of the whole Board.

A vacancy in the office of any officer shall be filled by the Board.

Section 2. Powers and Duties of the Chairperson. The Chairperson shall be the Director in position No. 1, and is a member of the Board and shall preside at all meetings of the Board. He or she shall have such duties as are assigned by the Board. The Chairperson may call special or emergency meetings of the Board.

Section 3. Powers and Duties of the Vice Chairperson. The Vice Chairperson shall be a member of the Board. The Vice Chairperson shall perform the duties and exercise the powers of the Chairperson upon the Chairperson's death, absence, disability, or resignation, or upon the Chairperson's inability to perform the duties of his or her office. Any action taken by the Vice Chairperson in the performance of the duties of the Chairperson shall be conclusive evidence of the absence or inability to act of the Chairperson at the time such action was taken.

Section 4. Secretary. The Secretary shall keep the minutes of all meetings of the Board in books provided for that purpose; he or she shall attend to the giving and serving of all notices; in furtherance of the purposes of the Authority and subject to the limitations contained in the Certificate of Formation, he or she may sign with the Chairperson in the name of the Authority and/or attest the signatures thereof, all contracts, conveyances, franchises, bonds, deeds, assignments, mortgages, notes and other instruments of the Authority; he or she shall have charge of the Authority's books, records, documents and instruments, and such other books and papers as the Board may direct, all of which shall at all reasonable times be open to the inspection of any Director upon application at the office of the Authority during business hours; and, he or she shall in general perform all duties incident to the office of Secretary subject to the control of the Board.

Section 5. Compensation. Board members, in their capacity as officers, are entitled to compensation except as otherwise provided in Article II, Section 9.

Section 6. Officer's Reliance on Consultant Information. In the discharge of a duty imposed or power conferred on an officer of the Authority, the officer may in good faith and with ordinary care rely on information, opinions, reports, or statements, including financial statements and other financial data, concerning the Authority or another person, that were prepared or presented by:

(a) one or more other officers or employees of the Authority, including members of the Board; or

(b) legal counsel, public accountants, or other persons as to matters the officer reasonably believes are within the person's professional or expert competence.

ARTICLE IV

MISCELLANEOUS PROVISIONS

Section 1. Fiscal Year. The fiscal year of the Authority shall begin January 1 of each year.

Section 2. Seal. The seal of the Authority shall be such as from time to time may be approved by the Board.

Section 3. Notice and Waiver of Notice. Whenever any notice other than public notice of a meeting given to comply with the Open Meetings Act, is required to be given under the provisions of these Bylaws, such notice shall be deemed to be sufficient if given by depositing the same in a post office box in a sealed postpaid wrapper addressed to the person entitled thereto at his or her post office address, as it appears on the books of the Authority, and such notice shall be deemed to have been given on the day of such mailing. A waiver of notice, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

Section 4. Resignations. Any Director, officer or Advisory Director may resign at any time. Such resignations shall be made in writing and shall take effect at the time specified therein, or, if no time be specified, at the time of its receipt by the Chairperson or Secretary. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation. The Board may appoint Directors to unexpired terms.

Section 5. Gender. References herein to the masculine gender shall also refer to the feminine in all appropriate cases and vice versa.

Section 6. Appropriations and Grants. The Authority shall have the power to request and accept any appropriation, grant, contribution, donation, or other form of aid from the federal government, the State, any political subdivision, or municipality in the State, or from any other source.

ARTICLE V

INDEMNIFICATION OF DIRECTORS AND OFFICERS

Section 1. Right to Indemnification. Subject to the limitations and conditions as provided in this Article V and the Articles of Incorporation, each person who was or is made a party or is threatened to be made a party to or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative or investigative (hereinafter a "proceeding"), or any appeal in such a proceeding or any inquiry or investigation that could lead to such a proceeding, by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a Director or officer of the Authority or while a Director or officer of the Authority is or was serving at the request of the Authority as a director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise shall be indemnified by the Authority to the fullest extent permitted by the Texas NonProfit Corporation Act, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Authority to provide broader indemnification rights than said law permitted the Authority to provide prior to such amendment) against judgments, penalties (including excise and similar taxes and punitive damages), fines, settlements and reasonable expenses (including, without limitation, attorneys' fees) actually incurred by such person in connection with such proceeding, and indemnification under this Article V shall continue as to a person who has ceased to serve in the capacity which initially entitled such person to indemnity hereunder. The rights granted pursuant to this Article V shall be deemed contract rights, and no amendment, modification or repeal of this Article V shall have the effect of limiting or denying any such rights with respect to actions taken or proceedings arising prior to any such amendment, modification or repeal. It is expressly acknowledged that the indemnification provided in this Article V could involve indemnification for negligence or under theories of strict liability.

Section 2. Advance Payment. The right to indemnification conferred in this Article V shall include the right to be paid in advance or reimbursed by the Authority the reasonable expenses incurred by a person of the type entitled to be indemnified under Section 1 who was, is or is threatened to be made a named defendant or respondent in a proceeding in advance of the final disposition of the proceeding and without any determination as to the person's ultimate entitlement to indemnification; provided, however, that the payment of such expenses incurred by any such person in advance of the final disposition of a proceeding, shall be made only upon delivery to the Authority of a written affirmation by such Director or officer of his or her good faith belief that he or she has met the standard of conduct necessary for indemnification under this Article V and a written undertaking, by or on behalf of such person, to repay all amounts so advanced if it shall ultimately be determined that such indemnified person is not entitled to be indemnified under this Article V or otherwise.

Section 3. Indemnification of Employees and Agents. The Authority, by adoption of a resolution of the Board, may indemnify and advance expenses to an employee or agent of the Authority to the same extent and subject to the same conditions under which it may indemnify and advance expenses to Directors and officers under this Article V; and the Authority may indemnify and advance expenses to persons who are not or were not Directors, officers, employees or agents of the Authority but who are or were serving at the request of the Authority as a Director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise against any liability asserted against him or her and incurred by him or her in such a capacity or arising out of his or her status as such a person to the same extent that it may indemnify and advance expenses to Directors under this Article V.

Section 4. Appearance as a Witness. Notwithstanding any other provision of this Article V, the Authority may pay or reimburse expenses incurred by a Director or officer in connection with his or her appearance as a witness or other participation in a proceeding involving the Authority or its business at a time when he or she is not a named defendant or respondent in the proceeding.

Section 5. Nonexclusivity of Rights. The right to indemnification and the advancement and payment of expenses conferred in this Article V shall not be exclusive of any other right which a Director or officer or other person indemnified pursuant to Section 3 of this Article V may have or hereafter acquire under any law (common or statutory), provision of the Articles of Incorporation of the Authority or these Bylaws, agreement, vote of shareholders or disinterested Directors or otherwise.

Section 6. Insurance. The Authority may purchase and maintain insurance, at its expense, to protect itself and any person who is or was serving as a Director, officer, employee or agent of the Authority or is or was serving at the request of the Authority as a Director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic corporation, partnership, joint venture, proprietorship, employee benefit plan, trust or other enterprise against any expense, liability or loss, whether or not the Authority would have the power to indemnify such person against such expense, liability or loss under this Article V.

Section 7. Notification. Any indemnification of or advance of expenses to a Director or officer in accordance with this Article V shall be reported in writing to the members of the Board with or before the notice of the next regular meeting of the Board and, in any case, within the 12month period immediately following the date of the indemnification or advance.

Section 8. Savings Clause. If this Article V or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Authority shall nevertheless

indemnify and hold harmless each Director, officer or any other person indemnified pursuant to this Article V as to costs, charges and expenses (including attorneys' fees), judgments, fines and amounts paid in settlement with respect to any action, suit or proceeding, whether civil, criminal, administrative or investigative, to the full extent permitted by any applicable portion of this Article V that shall not have been invalidated and to the fullest extent permitted by applicable law.

ARTICLE VI

PROVISIONS RELATING TO MINORITY CONTRACTING

The Authority shall attempt to stimulate the growth of disadvantaged businesses inside the City by encouraging the full participation of disadvantaged businesses in all phases of its procurement activities and affording those disadvantaged businesses a full and fair opportunity to compete for Authority contracts. The Authority shall establish one or more programs designed to increase participation by disadvantaged businesses in contract awards which will conform to City approved programs. Any program established by the Authority shall provide that disadvantaged businesses certified by the City shall be the disadvantaged businesses certified for Authority contracts.

ARTICLE VII

CODE OF ETHICS

Section 1. Policy and Purposes.

(a) It is the policy of the Authority that Directors and officers conduct themselves in a manner consistent with sound business and ethical practices; that the public interest always be considered in conducting corporate business; that the appearance of impropriety be avoided to ensure and maintain public confidence in the Authority; and that the Board establish policies to control and manage the affairs of the Authority fairly, impartially, and without discrimination.

(b) This Code of Ethics has been adopted as part of the Authority's Bylaws for the following purposes: (a) to encourage high ethical standards in official conduct by Directors and corporate officers; and (b) to establish guidelines for such ethical standards of conduct.

Section 2. Conflicts of Interest.

(a) A Director shall comply with Chapter 176, Texas Local Government Code with respect to conflict of interest.

- (b) An employee of a public entity may serve on the Board.

Section 3. Acceptance of Gifts. No Director or officer shall accept any benefit as consideration for any decision, opinion, recommendation, vote or other exercise of discretion in carrying out official acts for the Authority. No Director or officer shall solicit, accept, or agree to accept any benefit from a person known to be interested in or likely to become interested in any contract, purchase, payment, claim or transaction involving the exercise of the Director's or officer's discretion. As used here, "benefit" does not include:

(a) a fee prescribed by law to be received by a Director or officer or any other benefit to which the Director or officer is lawfully entitled or for which he gives legitimate consideration in a capacity other than as a Director or officer;

(b) a gift or other benefit conferred on account of kinship or a personal, professional, or business relationship independent of the official status of the Director or officer;

(c) an honorarium in consideration for legitimate services rendered above and beyond official duties and responsibilities if:

- (1) not more than one honorarium is received from the same person in a calendar year;
- (2) not more than one honorarium is received for the same service; and
- (3) the value of the honorarium does not exceed \$250 exclusive of reimbursement for travel, food, and lodging expenses incurred by the Director or officer in performance of the services;

(d) a benefit consisting of food, lodging, transportation, or entertainment accepted as a guest is reported as may be required by law.

Section 4. Bribery. A Director or officer shall not intentionally or knowingly offer, confer or agree to confer on another, or solicit, accept, or agree to accept from another:

(a) any benefit as consideration for the Director's or officer's decision, opinion, recommendation, vote, or other exercise of discretion as a Director or officer;

(b) any benefit as consideration for the Director's or officer's decision, vote, recommendation, or other exercise of official discretion in a judicial or administrative proceeding; or

(c) any benefit as consideration for a violation of a duty imposed by law on the

Director or officer.

Section 5. Nepotism. No Director or officer shall appoint, or vote for, or confirm the appointment to any office, position, clerkship, employment or duty, of any person related within the second degree by affinity (marriage relationship) or within the third degree of consanguinity (blood relationship) to the Director or officer so appointing, voting or confirming, or to any other Director or officer. This provision shall not prevent the appointment, voting for, or confirmation of any person who shall have been continuously employed in any such office, position, clerkship, employment or duty at least thirty (30) days prior to the appointment of the Director or officer so appointing or voting.

ARTICLE VIII

AMENDMENTS

A proposal to alter, amend, or repeal these Bylaws shall be made by the affirmative vote of a majority of the full Board at any annual or regular meeting, or at any special meeting if notice of the proposed amendment be contained in the notice of said special meeting. However, any proposed change or amendment to the Bylaws must be approved by the CITY OF MERCED City Council to be considered effective.

DATE: January 21, 2025
FROM: Joselynn Castillo, City Secretary
ITEM: **Discussion and possible action to Approval of First Reading of Ordinance 2025-03 Ordering the Election for the 2025 City Commission Election for Commissioner Place 2 and Commissioner Place 4**

BACKGROUND INFORMATION: The City of Mercedes will be having an election for Commissioners Place 2 and Place 4. This ordinance is required as per the Election Code to call the election. Elections will be at the Mercedes Civic Center located at 520 E. Second St. Early Voting starts April 22, 2025 and ends April 29, 2025. Election Day is May 3, 2025.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: (Total Costs)

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

Finance Review by: (Not Applicable)

LEGAL REVIEW: (Not Applicable)

ATTACHMENTS:

1. 2025-03 - Election Ordinance 2025
2. 5 - Important dates for Candidates

STAFF RECOMMENDATION: Approval of ordinance 2025-03

ORDINANCE NO. 2025-03

AN ORDINANCE DECLARING AN ELECTION TO BE HELD IN THE CITY OF MERCEDES, TEXAS FOR THE PURPOSE OF ELECTING COMMISSIONER PLACE #2 AND COMMISSIONER PLACE #4, OF SAID CITY; PROVIDING FOR THE GIVING OF NOTICE OF ELECTION; PROVIDING FOR APPOINTING OFFICERS AND SETTING OUT THEIR POWERS, DUTIES, COMPENSATION, AND MANNER OF ELECTION; PROVIDING THAT NO IRREGULARITY IN SAID NOTICE SHALL INVALIDATE SAID ELECTION; PROVIDING THE METHOD OF HAVING THE CANDIDATES' NAMES PLACED UPON AND WITHDRAWN FROM THE OFFICIAL BALLOT; AUTHORIZING AND INSTRUCTING THE MAYOR, CITY SECRETARY AND THE CHIEF OF POLICE TO PERFORM THEIR RESPECTIVE DUTIES IN CONNECTION WITH SAID ELECTION; PROVIDING FOR A SAVINGS AND REPEAL CLAUSE AND PROVIDING FOR AN EFFECTIVE DATE.

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

That an election shall be held in the City of Mercedes, Texas on the first Saturday of May, the same being May 3, 2025 for the purpose of electing a Commissioner Place #2 and a Commissioner Place #4, of said City, such election to be held at the Mercedes Civic Center located at 520 East Second, Mercedes, Texas from seven o'clock in the morning until seven o'clock in the evening, and that notice of the same shall be given by the City Secretary by posting a properly executed copy of this election ordinance and notice for a period of thirty (30) days before the date of said election, or for any period required by law at City Hall in Mercedes, Texas, and;

That the voting at said election shall be by means of voting machines on election day and paper ballots for early voting by mail, and by means of voting machine for early voting by personal appearance. Early voting shall commence April 22, 2025 at the Mercedes Civic Center, 520 East Second, Mercedes, Texas and shall continue until April 29, 2025.

That the compensation of the presiding judge, alternate judge and clerks shall be set per the contract with the Hidalgo County Elections Administrator, the election official who delivers the returns of the election immediately after the votes have been tallied shall be paid the rate assigned as judge or clerk for that service, and shall also return all election supplies not used with the returns of said election. The powers and duties of the aforementioned presiding officers and clerks shall be those prescribed by the Texas Election Code.

That no irregularity in the notice herein provided shall invalidate said notice, and; that any candidate for City Commission may have their name placed on the official ballot by complying with the provision of the City Charter, and with the pertinent provisions of the Texas Election Code, and;

That any candidate for the City Commission may name poll watchers as provided in the Texas Election Code.

That the names of all those candidates who have filed their applications to have their name placed on the official ballot as candidates shall be posted by the City Secretary at a conspicuous place in the City Secretary's office, from and after which time said application is received. Any such candidate may cause their name to be withdrawn at any time from the official ballot before the official ballots are prepared, by complying with the pertinent provisions of the Texas Election Code, and

BE IT FURTHER ORDAINED, that the Mayor, City Secretary, and Chief of Police be and they are hereby authorized and instructed to perform their respective duties in connection with said election

imposed upon them by this Ordinance, the City Charter of the City of Mercedes, Texas, and the Texas Election Code, and;

That if any section, subsection, phrase, sentence, clause or provision of the Ordinance shall be declared invalid for any reason, such invalidity shall not affect the remaining provisions of this Ordinance or their application to the other persons or sets of circumstances, and to this end, all provisions of this Ordinance are declared severally, and Ordinance or parts of Ordinances in conflict herewith are hereby repealed.

This notice shall become effective in accordance with Article II, Section 2.13 of the City Charter of the City of Mercedes, Texas.

Passed and approved on first reading this the 21st Day of January, 2025.

Passed, Approved and adopted on second reading this the 4th Day of February, 2025.

ATTEST:

Joselynn Castillo, City Secretary

Oscar D. Montoya Sr., Mayor

APPROVED:

Martie Garcia-Vela, City Attorney

**IMPORTANT DATES FOR CANDIDATES
CITY OF MERCEDES
GENERAL ELECTION – MAY 3, 2025**

JANUARY 15, 2025	1ST DAY TO APPLY FOR A PLACE ON THE BALLOT
JANUARY 21, 2025	1ST READING OF ORDINANCE CALLING ELECTION
FEBRUARY 2, 2025	1ST DAY TO BEGIN POSTING CAMPAIGN SIGNS
FEBRUARY 4, 2025	2ND READING OF ORDINANCE CALLING ELECTION
FEBRUARY 14, 2025	LAST DAY TO FILE FOR A PLACE ON THE BALLOT (5:00 PM)
FEBRUARY 21, 2025	LAST DAY FOR BALLOT CANDIDATE IN GENERAL ELECTION TO WITHDRAW
FEBRUARY 21, 2025	(9:00 AM) CONDUCT BALLOT POSITION DRAWING (DATE SUBJECT TO CHANGE – NOTICE WILL BE POSTED AND ALL CANDIDATES WILL BE NOTIFIED IF DATE IS TO CHANGE)
MARCH 19, 2025	1ST DAY TO MAIL EARLY VOTING BALLOTS, IF AVAILABLE.
APRIL 3, 2025	LAST DAY TO REGISTER TO VOTE IN MAY 6 ELECTION. DUE DATE FOR FIRST CAMPAIGN REPORT (30th DAY BEFORE ELECTION).
APRIL 10, 2025	PUBLISH NOTICE OF CITY ELECTION (POST AT CITY HALL)
APRIL 22, 2025	1ST DAY OF EARLY VOTING BY PERSONAL APPEARANCE
APRIL 22, 2025	LAST DAY TO ACCEPT APPLICATION BY MAIL FOR BALLOT TO BE VOTED BY MAIL (RCVD NOT POSTMARKED)
APRIL 25, 2025	DUE DATE FOR SECOND CAMPAIGN REPORT (8th DAY BEFORE ELECTIONS).
APRIL 29, 2025	LAST DAY TO VOTE EARLY BY PERSONAL APPEARANCE
MAY 3, 2025	ELECTION DAY
MAY 13, 2025	LAST DAY TO REMOVE CAMPAIGN SIGNS UNLESS IN RUNOFF

DATE: January 21, 2025
FROM: Alberto Perez, City Manager
ITEM: **Discussion and possible action to Approval of First Reading of Ordinance 2025-04 regarding Sludge Transporter Permits**

BACKGROUND INFORMATION: The City of Mercedes has adopted Ordinance No. 2025-04 to regulate sludge transporters operating within the city to ensure public health, safety, and environmental protection. The ordinance introduces the following key provisions:

1. Permit Requirements:

- Sludge transporters must obtain an annual permit with fees based on truck capacity, ranging from \$500 to \$1,500.
- A \$10 sticker permit fee is also required.
- Permits must be renewed yearly, and compliance with all regulations is mandatory.

2. Spill Penalties:

- Transporters are financially liable for spills or improper disposal of grease waste.
- A minimum fine of \$5,000 is imposed for spills, along with additional cleanup costs billed to the transporter.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: (Total Costs)

Proposed Expenditure/(Revenue):

\$

Account Number(s):

Finance Review by: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Sludge Transporter

STAFF RECOMMENDATION: Staff Recommends Approval of the First Reading of Ordinance 2025-04

ORDINANCE NO. 2025-04

AN ORDINANCE OF THE CITY OF MERCEDES, TEXAS, AMENDING ARTICLE 13.09 (INDUSTRIAL WASTE) OF THE CITY CODE TO ESTABLISH A YEARLY PERMIT FEE FOR SLUDGE TRANSPORTERS; PROVIDING FOR A SPILL PENALTY; PROVIDING FOR INSPECTION AND RECORD-KEEPING; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Mercedes seeks to ensure the proper handling, transportation, and disposal of sludge, grease, grit, and septic waste to protect public health, safety, and the environment;

WHEREAS, the City recognizes the need to hold sludge transporters accountable for any spills or environmental hazards caused by improper handling;

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

Section 1: Amendment to Article 13.09

Article 13.09 of the City Code of Ordinance (Industrial Waste) is hereby amended to include the following provisions:

1. Permit Requirements for Sludge Transporters

A. All sludge transporters operating within the City of Mercedes must obtain a yearly permit from the City of Mercedes before engaging in sludge transporting activities.

B. The yearly permit fee shall be based on the truck's capacity as follows:

- **Containers between 0 to 2,000 gallons: \$500.00**
- **Containers between 2,801 to 5,000 gallons: \$1,000.00**
- **Containers between 5,001 to 10,000 gallons: \$1,500.00**
- **Sticker Permit fee: \$10.00**

C. Permit fee shall be paid upon application or renewal of permit and are non-refundable.

D. Permits must be renewed annually, and sludge transporters must maintain compliance with all applicable local, state, and federal regulations.

2. Spill Penalties

A. Sludge Transporters will be held financially responsible for any spills, leaks, or improper disposal of grease waste within the City of Mercedes.

B. The minimum fine for any spill or environmental hazard caused by a sludge transporter is set at **\$5,000**.

- C. Additional remediation costs incurred by the City due to spills or noncompliance will be billed to the responsible party.
- D. Invoices for spill penalties and cleanup costs are due upon receipt and payable to the City.

3. Inspections and Record-Keeping

- A. All sludge transporters must maintain accurate records of all grease collection, transportation, and disposal activities, which must be available for inspection or auditing upon request by city officials.
- B. Records must include the following information:
 - Date and location of grease collection
 - Volume of grease collected
 - Transportation details, including vehicle identification
 - Disposal site and confirmation of proper disposal.
- C. Transporters must submit an annual report of these records to the City no later than January 31st of each year.
- D. The City reserves the right to inspect sludge transporter vehicles and equipment to ensure compliance with this ordinance.

4. Enforcement

- A. Failure to obtain a permit, comply with permit conditions, or pay fines will result in the suspension or revocation of the grease hauler's permit.
- B. Repeat violations may result in additional penalties and legal action.

Section 2: Effective Date

This ordinance shall take effect immediately upon its adoption and publication as required by law.

Section 3: Severability

If any section, subsection, sentence, clause, or phrase of this ordinance is held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this ordinance.

**PASSED AND APPROVED BY THE CITY COMMISSION OF THE CITY OF
MERCEDDES, TEXAS, on this 21st day of January, 2025.**

1st Reading: January 21, 2025

2nd Reading: February 4, 2025

City of Mercedes

ATTEST:

Oscar D. Montoya Sr., Mayor

Joselynn Castillo, City Secretary

Martie Garcia-Vela, City Attorney

DATE: January 21, 2025
FROM: Adrian Perez, Planning Director
ITEM: **Discussion and possible action to Approval of First Reading of Ordinance 2025-05 to rezone Camino Heights from "N" Newly Annexed to "R-TH" Townhouse Residential District**

BACKGROUND INFORMATION: Lorena Soto is requesting a rezoning of her property from "N" Newly Annexed to "R-TH" Townhouse Residential District. This request pertains to the future development of Camino Heights, a 2.93-acre project featuring 22 townhouse lots. The property is situated between Camino Real Viejo and S Mile 2 1/2 W. The Planning and Zoning Board approved the rezoning on January 6, 2025.

BOARD REVIEW/CITIZEN FEEDBACK: The Planning and Zoning Board approved the rezoning on January 6, 2025.

ALTERNATIVES/OPTIONS:

FISCAL IMPACT: (Total Costs)

Proposed Expenditure/(Revenue):

Account Number(s):

\$

Finance Review by: (Has finance reviewed it to make sure we have the funds Yes/No/Not Applicable)

LEGAL REVIEW:

ATTACHMENTS:

1. ORDINANCE NO REZONE CAMINO HEIGHTS

STAFF RECOMMENDATION:

ORDINANCE NO. 2025-05

AN ORDINANCE CHANGING THE CLASSIFICATION FOR ZONING PURPOSES OF THE FOLLOWING TRACT OF LAND: BLOCK 113, WEST AND ADAMS TRACT SUBDIVISION (2.93 ACRES), FROM CLASS “N” NEWLY ANNEXED TO CLASS “R-TH” TOWN HOUSE RESIDENCE DISTRICT; PROVIDING FOR A SAVINGS AND REPEAL CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on the 6th day of January, 2025 a public hearing was held for the purpose of hearing any objections as to why: **BLOCK 113, WEST AND ADAM TRACT SUBDIVISION (2.93 ACRES)**, Mercedes, Hidalgo County, Texas, should be rezoned and classified as follows: from a Class “N” Newly Annexed to a Class “R-TH” Town House Residence District.

WHEREAS, the City Commission at its Regular Meeting of January 7th, 2025, having considered the rezoning of the above-described property as listed in the foregoing section and having heard the pros and cons as to such rezoning request, is of the opinion that the aforementioned rezoning is in the best interest of the City of Mercedes, Texas.

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

Section 1: BLOCK 113, WEST AND ADAM TRACT SUBDIVISION (2.93 ACRES), Mercedes, Hidalgo County, Texas, should be rezoned and classified as follows: from a Class “N” Newly Annexed to a Class “R-TH” Town House Residence District.

Section 2: That the aforementioned rezoning of the above property be incorporated into the official map of the City of Mercedes, Texas by the City Director of said City.

Section 3: That if any provision, section, subsection, phrase, paragraph, sentence, clause or portion of this Ordinance shall for any reason be declared invalid, such invalidity shall not affect the remaining provisions of this Ordinance or their application of persons or sets of circumstances and to this end, all provisions of this Ordinance or parts of Ordinances in conflict herewith are hereby repealed.

Section 4: This Ordinance shall become and be effective in accordance with the City Charter of the City of Mercedes, Texas and the laws of the State of Texas.

PASSED, APPROVED AND ADOPTED ON FIRST READING THIS THE 21ST DAY OF JANUARY, 2025.

PASSED, APPROVED AND ADOPTED ON SECOND READING THIS THE 4TH DAY OF FEBRUARY, 2025.

CITY OF MERCEDES

Oscar D. Montoya, Sr., Mayor

ATTEST:

APPROVED AS TO FORM:

Joselynn Castillo
City Secretary

Martie Garcia Vela
City Attorney

DATE: January 21, 2025
FROM: Patricio Avila, Assistant City Manager
ITEM: **Discussion and possible action to Approval of professional services contract with South Texas Brightwater Solutions related to sanitary sewer and water system management.**

BACKGROUND INFORMATION: 1. Sanitary Sewer Lift Station Inspection

- Conduct inspections of the City's sanitary sewer lift stations every six (6) months.
- Each inspection shall include a detailed assessment of equipment functionality, identification of potential safety hazards, and recommendations for any necessary repairs or maintenance.

2. Regulatory Compliance Oversight

- Provide oversight to ensure compliance with applicable local, state, and federal regulations.
- Deliver quarterly reports detailing compliance status, including any identified deficiencies and recommended corrective actions.

3. Water Use Survey

- Conduct a comprehensive Water Use Survey starting in 2025, as mandated by the Texas Water Development Board (TWDB).
- The survey shall include data collection from residential, commercial, and industrial users to evaluate patterns of water consumption, efficiency, and areas for conservation improvements.
- Provide a summary of findings and recommendations for optimizing water use in a format consistent with the City's and TWDB's standards.

4. Water Loss Report

- Prepare and deliver a detailed Water Loss Report starting in 2025, as mandated by the Texas Water Development Board (TWDB).
- The report shall identify unaccounted-for water, system inefficiencies, and potential leaks.
- Provide actionable recommendations for reducing water loss, with priority areas for infrastructure improvement clearly outlined.

BOARD REVIEW/CITIZEN FEEDBACK:

ALTERNATIVES/OPTIONS:

FISCAL IMPACT: (Total Costs)

Proposed Expenditure/(Revenue):
\$ 1,700

Account Number(s):
02-545-2139

Finance Review by: (Has finance reviewed it to make sure we have the funds Yes/No/Not Applicable)

LEGAL REVIEW: Yes, the City attorney has reviewed the agreement/contract

ATTACHMENTS:

1. City of Mercedes and So Tx Bridgewater Contract-revised

STAFF RECOMMENDATION: My recommendation is to approve

CONTRACT FOR PROFESSIONAL SERVICES

City of Mercedes, Texas and South Texas Brightwater Solutions

This contract ("Agreement") is entered into on this **1st** day of **January, 2025**, by and between the City of Mercedes, Texas ("City"), a municipal corporation, and South Texas Brightwater Solutions ("Contractor"), a professional services provider, collectively referred to as the "Parties."

WHEREAS, the City requires professional services related to sanitary sewer and water system management; and

WHEREAS, the Contractor has the expertise and capability to provide the required services;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

1. Scope of Services

The Contractor shall provide the following services to the City:

1. Sanitary Sewer Lift Station Inspection

- Conduct inspections of the City's sanitary sewer lift stations every six (6) months.
- Each inspection shall include a detailed assessment of equipment functionality, identification of potential safety hazards, and recommendations for any necessary repairs or maintenance.

2. Regulatory Compliance Oversight

- Provide oversight to ensure compliance with applicable local, state, and federal regulations.
- Deliver quarterly reports detailing compliance status, including any identified deficiencies and recommended corrective actions.

3. Water Use Survey

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- The report shall identify unaccounted-for water, system inefficiencies, and potential leaks.
- Provide actionable recommendations for reducing water loss, with priority areas for infrastructure improvement clearly outlined.

2. Term of Agreement

This Agreement shall commence on **January 1st, 2025**, and shall remain in effect for a period of six (6) months, unless terminated earlier as provided in Section 8. Renewal for subsequent six-month terms shall be subject to mutual written consent of the Parties.

3. Compensation

The City agrees to compensate the Contractor for services rendered under this Agreement at a rate of **\$1,700** per month. Payment shall be made within thirty (30) days of receiving a detailed invoice from the Contractor.

4. Communication and Meetings

The Contractor shall primarily conduct work through phone and email. The Contractor's in-person availability shall be as follows:

1. In-Person Meetings:

The Contractor shall attend in-person meetings with the City no more than twice per month, provided that:

- The City provides at least seventy-two (72) hours' advance notice.
- Such meetings do not exceed four (4) hours in duration.

2. Full-Day Availability:

The Contractor shall be available for a full-day in-person meeting once every three (3) months, provided that:

- The City provides at least one (1) week's advance notice.
- Any in-person meeting exceeding four (4) hours shall be considered a full day.

5. Contractor Responsibilities

The Contractor shall:

1. Perform all services in a professional, timely, and competent manner consistent with industry standards.
2. Adhere to all applicable laws, rules, and regulations.
3. Provide the City with regular updates and reports as specified in this Agreement.

6. City Responsibilities

The City shall:

1. Provide necessary access to information and facilities for the Contractor to perform the required services.
2. Promptly respond to Contractor inquiries and requests for information.
3. Review and approve deliverables within a reasonable timeframe.

7. Independent Contractor

The Contractor shall perform all work under this Agreement as an independent contractor and not as an employee of the City. Nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship between the Parties.

8. Termination

Either Party may terminate this Agreement by providing thirty (30) days' written notice to the other Party. In the event of termination, the City shall pay the Contractor for all services satisfactorily performed up to the date of termination.

SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

For South Texas BrightWater Solutions LLC.

By: _____

Name: _____

Title: _____
Date: _____

For the City of Mercedes, Texas

By: _____
Name: _____
Title: _____
Date: _____



AGENDA ITEM NO. 9.B.

Bids/Contracts

DATE: January 21, 2025
FROM: Joselynn Castillo, City Secretary
ITEM: Discussion and possible action to Approval of selection of Municipal Court Judge authorize the City Manager to enter into contract

BACKGROUND INFORMATION: On November 12, 2024, the City of Mercedes went out for qualification for Municipal Court Judge. The RFQ's were due November 27, 2024. The City received two bids from Marcos J. Garcia IV and from Alvarez & Canales, PLLC (Melisa L. Canales).

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: (Total Costs)

Proposed Expenditure/(Revenue):

\$

Account Number(s):

Finance Review by:

LEGAL REVIEW:

ATTACHMENTS:

None

STAFF RECOMMENDATION: Select a Municipal Court Judge and authorize the city manager and city attorney to execute a contract.

DATE: January 21, 2025
FROM: Michael Rocha, IT Director
ITEM: Discussion and possible action to IT Monthly Report

BACKGROUND INFORMATION: IT Monthly Report

BOARD REVIEW/CITIZEN FEEDBACK:

ALTERNATIVES/OPTIONS:

FISCAL IMPACT: (Total Costs)

Proposed Expenditure/(Revenue): **Account Number(s):**
\$

Finance Review by: No

LEGAL REVIEW: No

ATTACHMENTS:

1. Technician overview 2025-01-02
2. Customer tickets overview 2025-01-02
3. Ticketing summary 2025-01-02

STAFF RECOMMENDATION:

Technician overview

Date Filter is from 2024/12/01 until 2024/12/31 Ticket Status is not Merged

Number of Tickets

84

Total Ticket Duration (hours)

393.17

Average Ticket Duration (hours)

4.79

Average First Response Time (h...

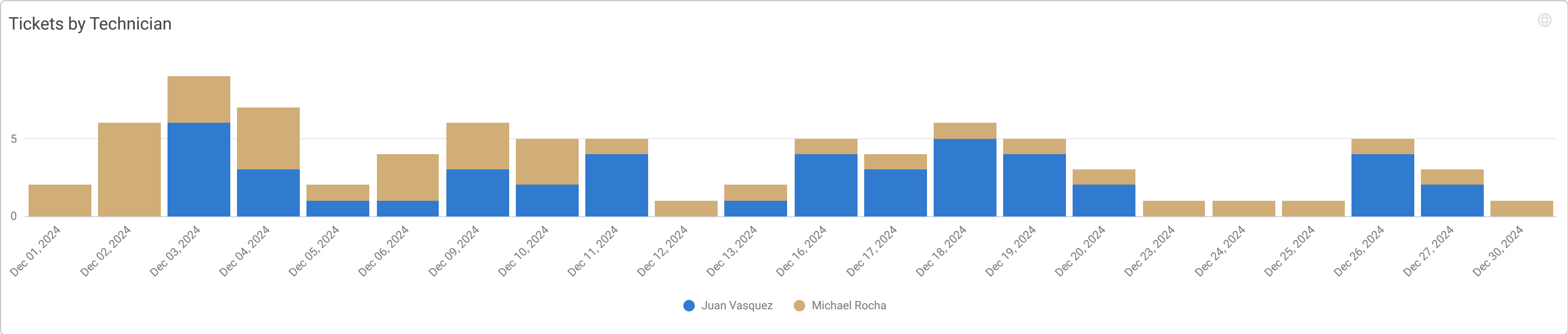
3.34

Average Resolution Time (hours)

4.79

Ticket SLA Category

No SLA Date
100.00%



Technician Overview									
	Technician Name	Number of Tickets	Total Ticket Duration (hours)	Average Ticket Duration (hours)	Average First Response Time (hours)	Number of Tickets Exceeded SLA	Number of Tickets Closed Within SLA	Number of Tickets Closed Outside SLA	Number of Open Tickets within SLA
1	Juan Vasquez	45	202.15	4.59	1.47	0	0	0	1
2	Michael Rocha	39	191.03	5.03	5.50	0	0	0	0

Customer tickets overview

Date Filter is from 2024/12/01 until 2024/12/31 Ticket Status is not Merged

Total Tickets

84

Total Ticket Duration (hours)

393.17

Average Ticket Duration (hours)

4.79

7

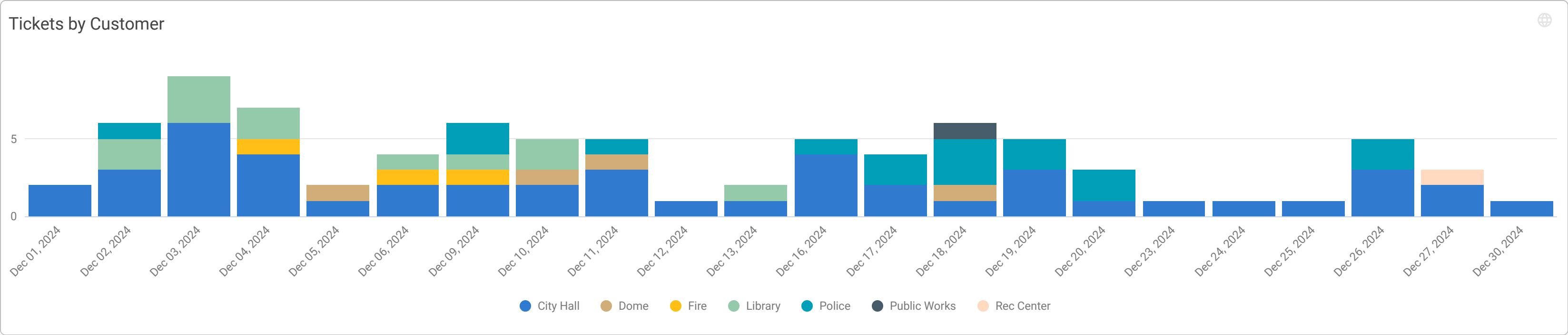
Number of Customers

84

Ticket Volume Per Customer

Ticket SLA Category

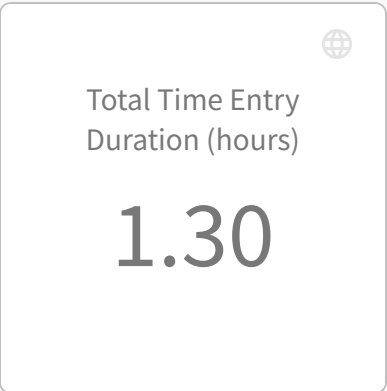
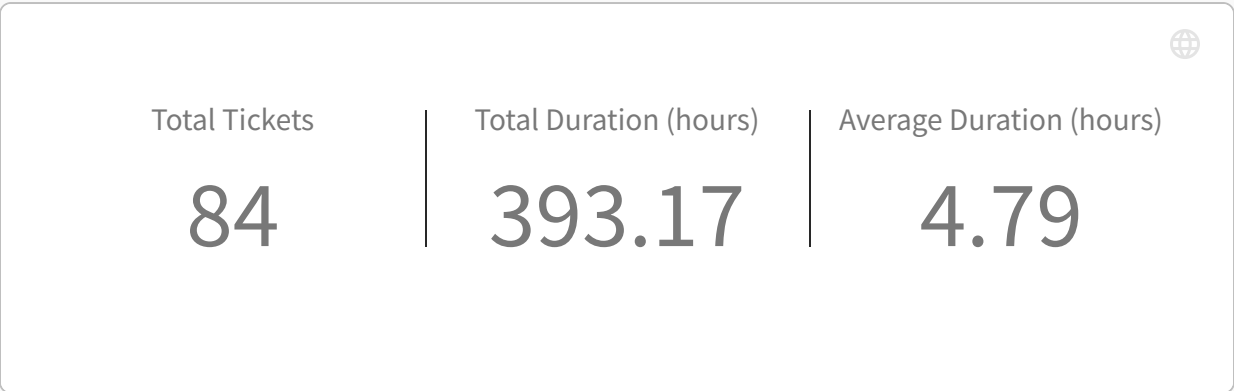
No SLA Date
100.00%



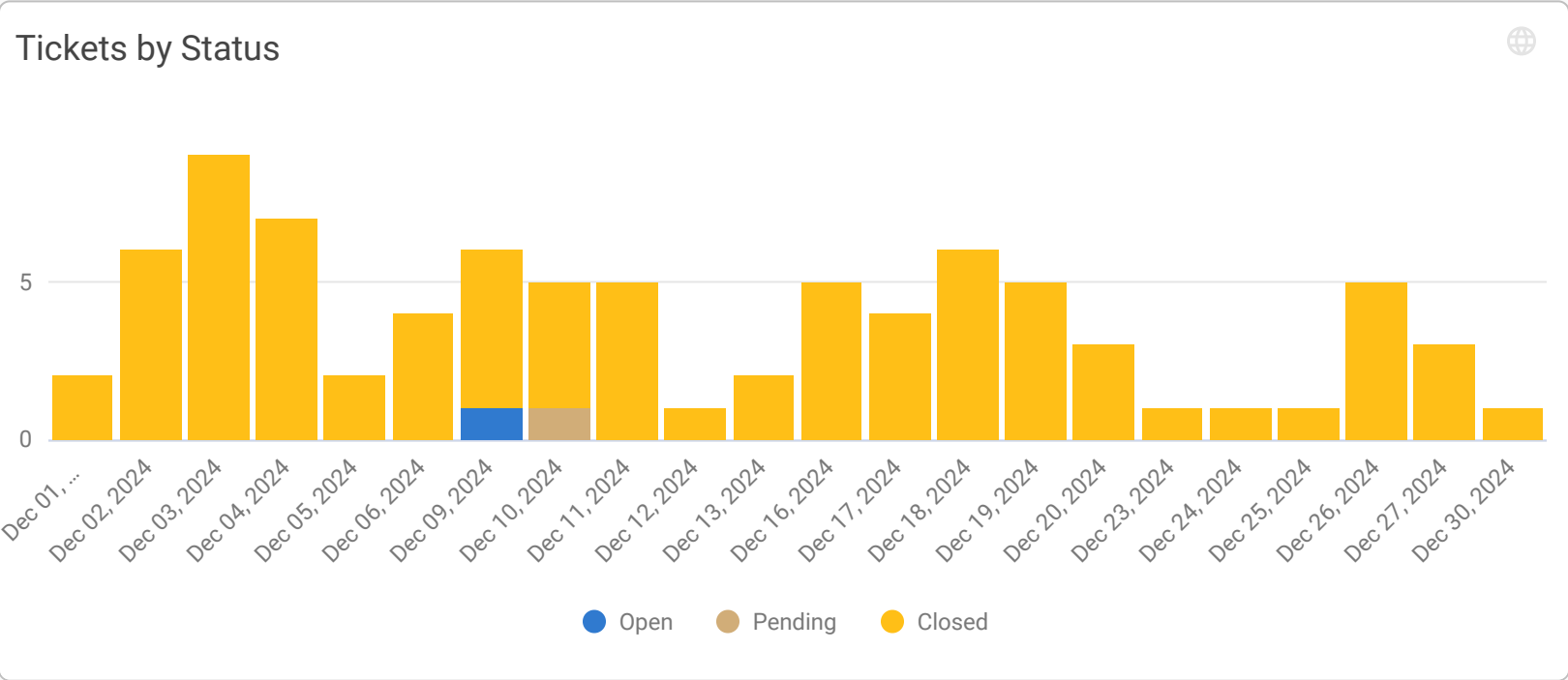
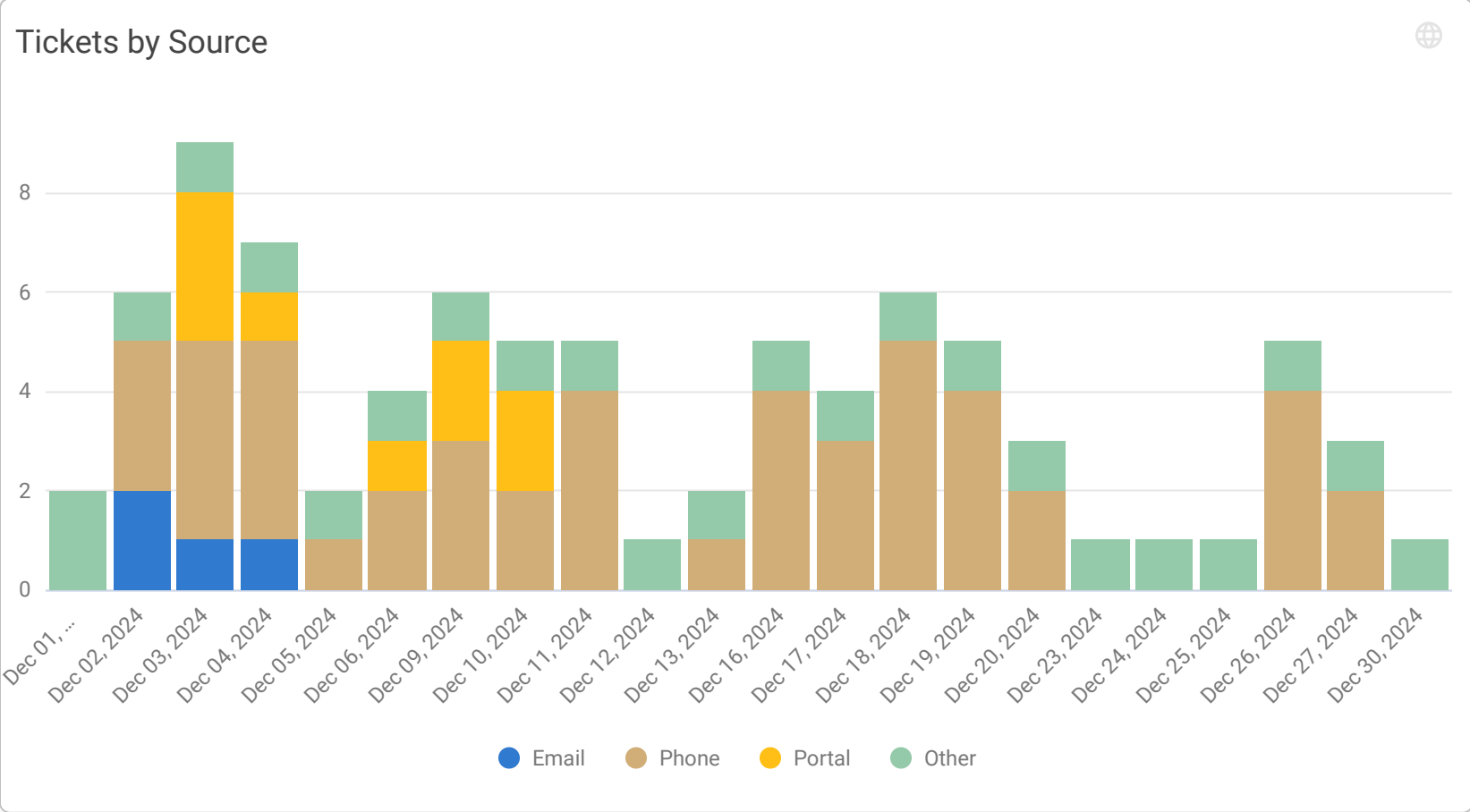
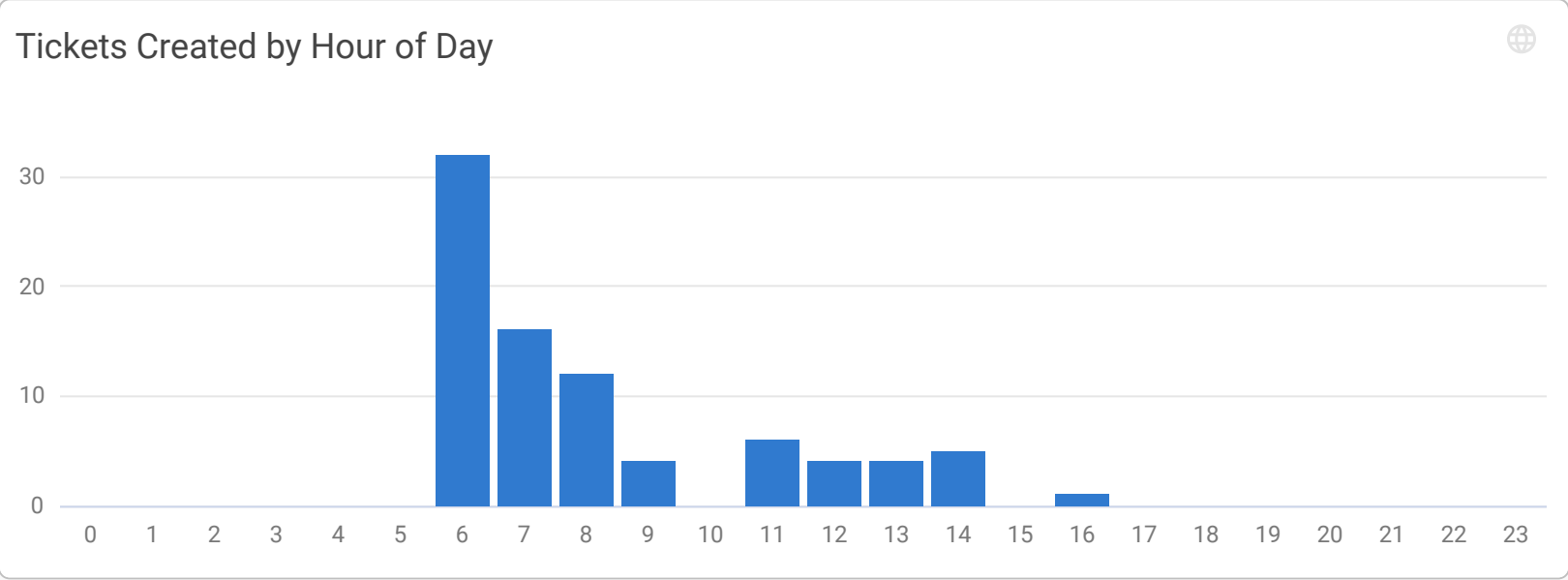
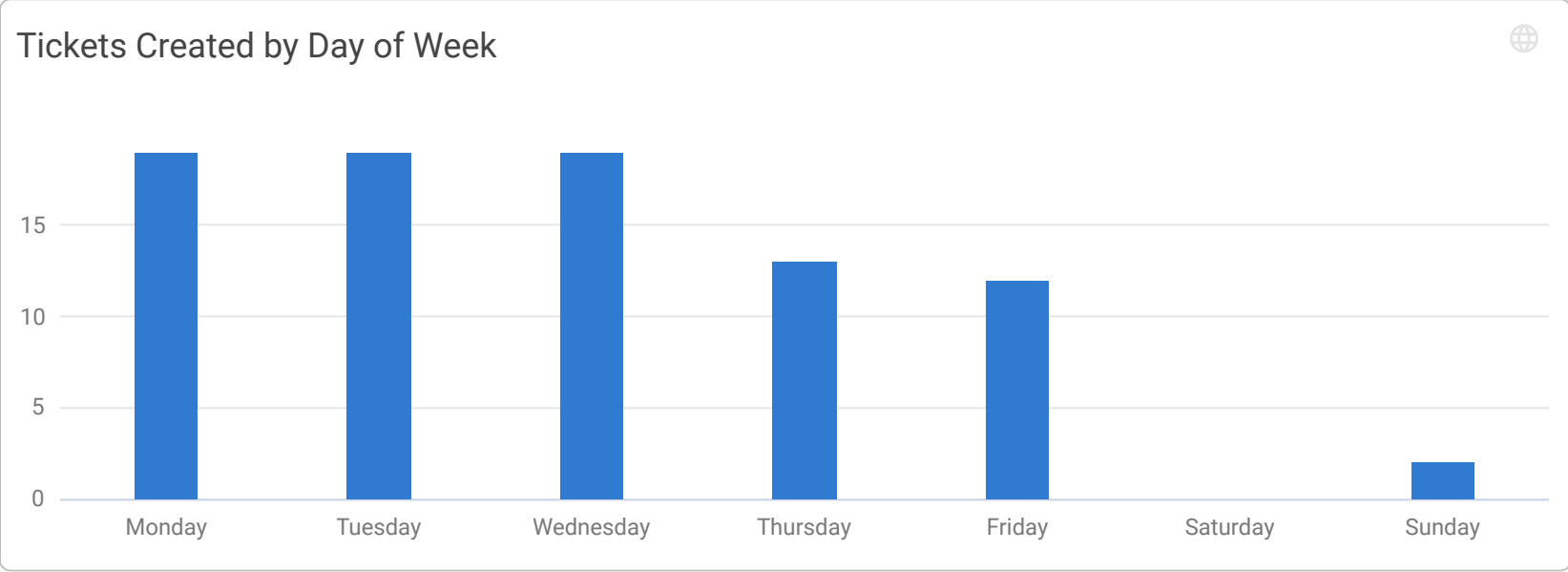
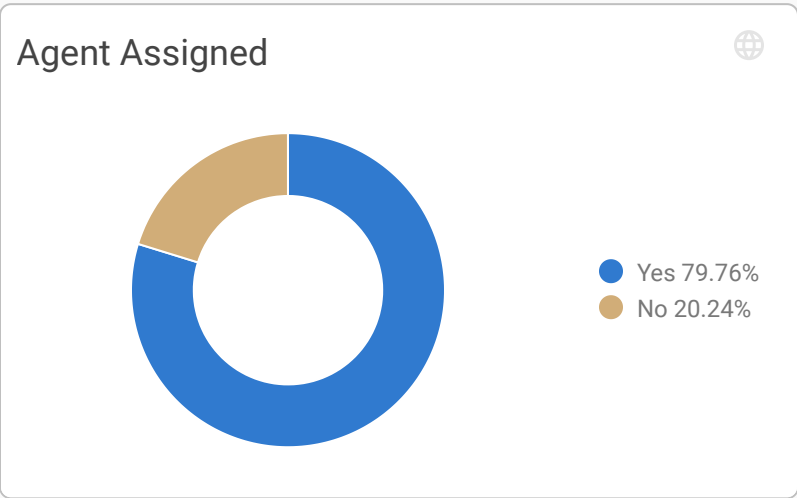
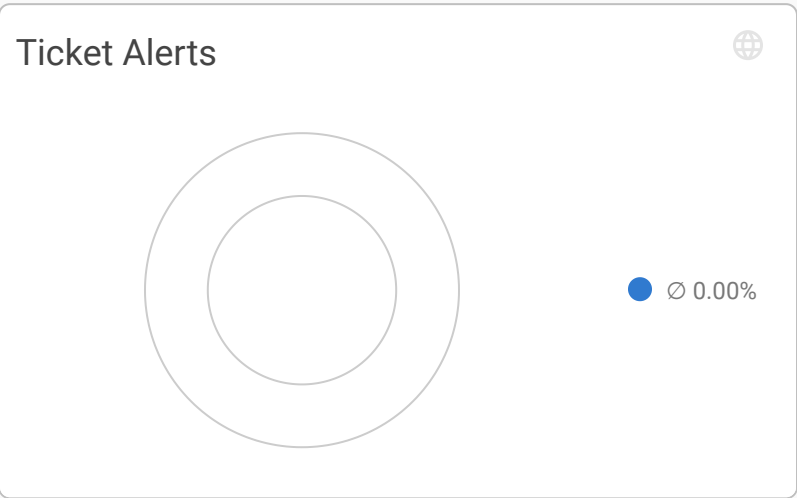
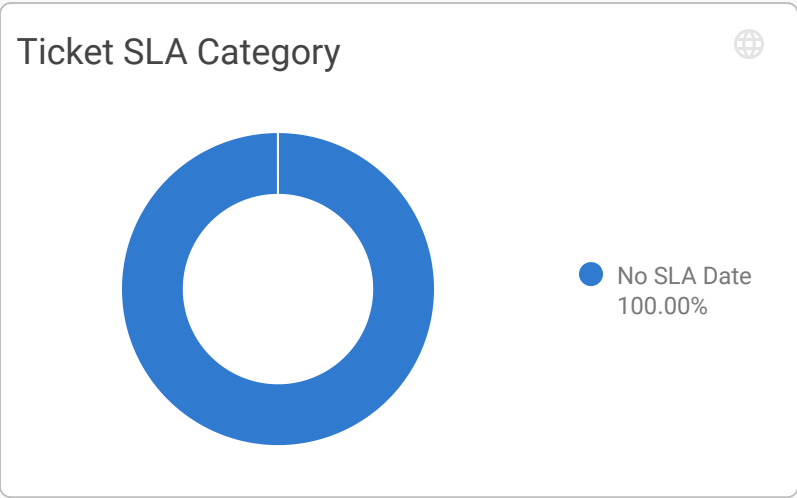
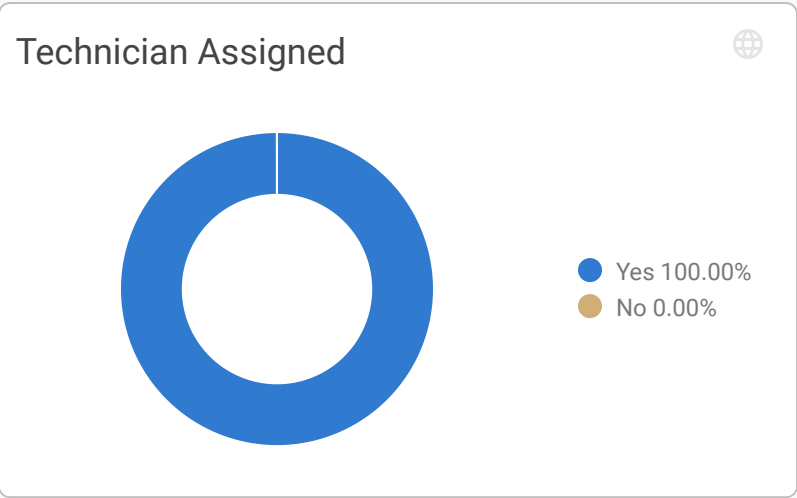
Customer Overview						
Site Name	Number of Tickets	Total Ticket Duration (hours)	Average Ticket Duration (hours)	Average First Response Time (hours)	Number of Alerts	Exceeded SLA
City Hall	47	187.99	4.00	3.99	0	0
Police	16	0.74	0.05	1.54	0	0
Library	12	14.57	1.32	1.72	0	0
Dome	4	0.08	0.02	0.02	0	0
Fire	3	189.67	63.22	15.87	0	0
Public Works	1	0.10	0.10	0.10	0	0
Rec Center	1	0.03	0.03	0.03	0	0

Ticketing summary

Date Filter is from 2024/12/01 until 2024/12/31 Ticket Status is not Merged



AI Auto-Tags		
	Tag Name	Number of Tags ▾
1	Security / Security Alerts and Threats	21
2	Application / Application usability & setup	8
3	Printer / Printing usage & setup	7
4	Hardware / New Hardware - Retire Hardware	5
5	System / Windows / Login - Password Reset	5
6	Application / Email Management, Delivery and Settings	5
7	Network / Accessibility	5
8	Network / Configuration Change	3
9	Network / Internet and Phone Connectivity Issues	3
10	Application / Access & Permissions	3
11	Monitor / Display issues & setup	2
12	Network / Onboarding - Offboarding User	2
13	Network / Remote Access & Permissions	2
14	Application / Office 365	2
15	Hardware / Damaged - Faulty	2
16	Hardware / Equipment orders and installations	1
17	Network / Access & Permissions	1
18	System / Windows / System Configuration & Settings	1

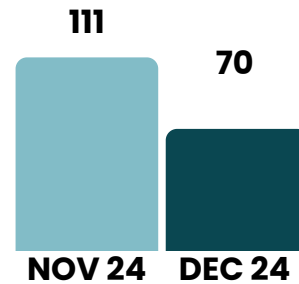


DEVELOPMENT ACTIVITY (DECEMBER 2024)

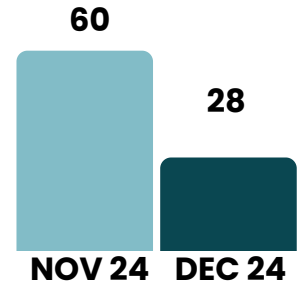
PERMITS ISSUED

	NOV 24	NOV 24
Residential	98	86
Multi-Family	8	0
Commercial	6	3

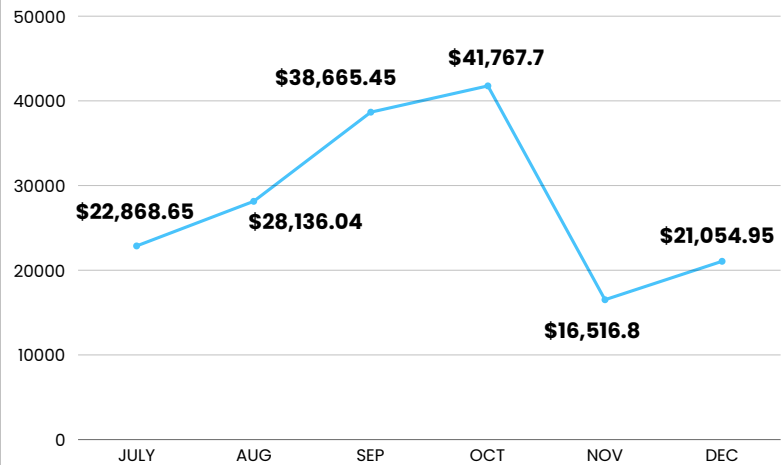
Building Inspections



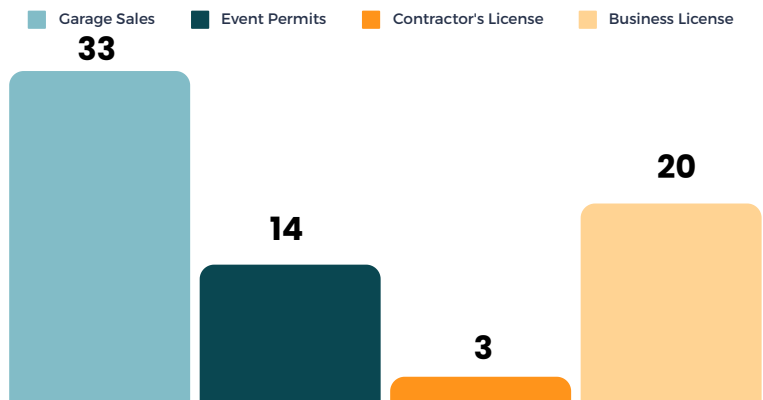
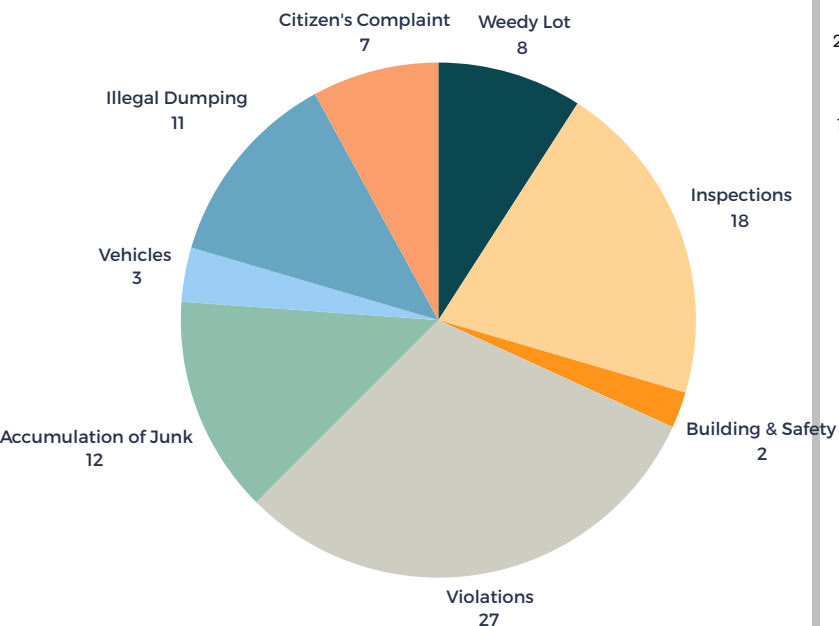
Plan Reviews



DEPARTMENT REVENUE



CODE COMPLIANCE ACTIVITY (DECEMBER 2024)



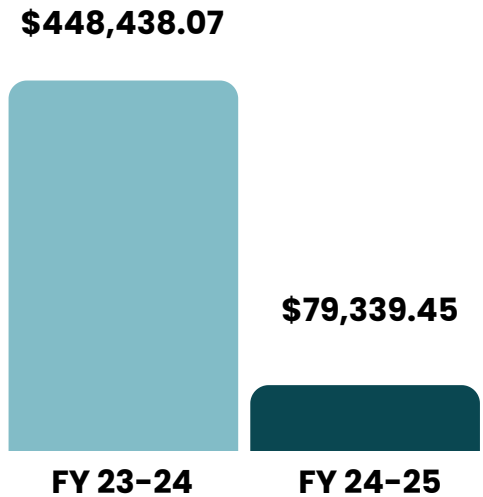
ACTIVITY (FY 23-24 VS YTD)

PERMITS ISSUED

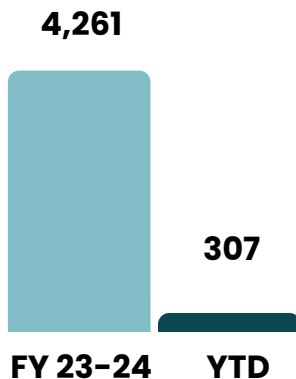
	FY 23-24	YTD
New Residential Construction	673	16
Commercial Construction	44	4
Other Permits	1,447	309

Other Permits: Repairs, Remodel, Re-roof, Driveway, Carport, Fences, ROW, Irrigation, Mechanical, Electrical, Plumbing, Meter reset, Moving a Building, Solar Panel, Storage Shed

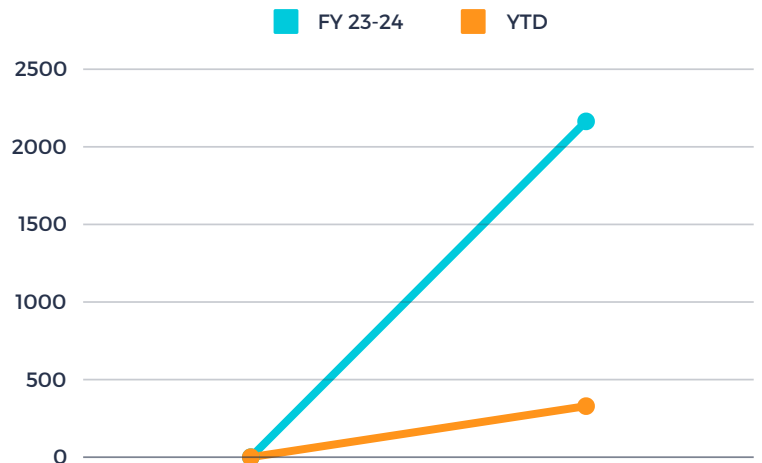
REVENUE



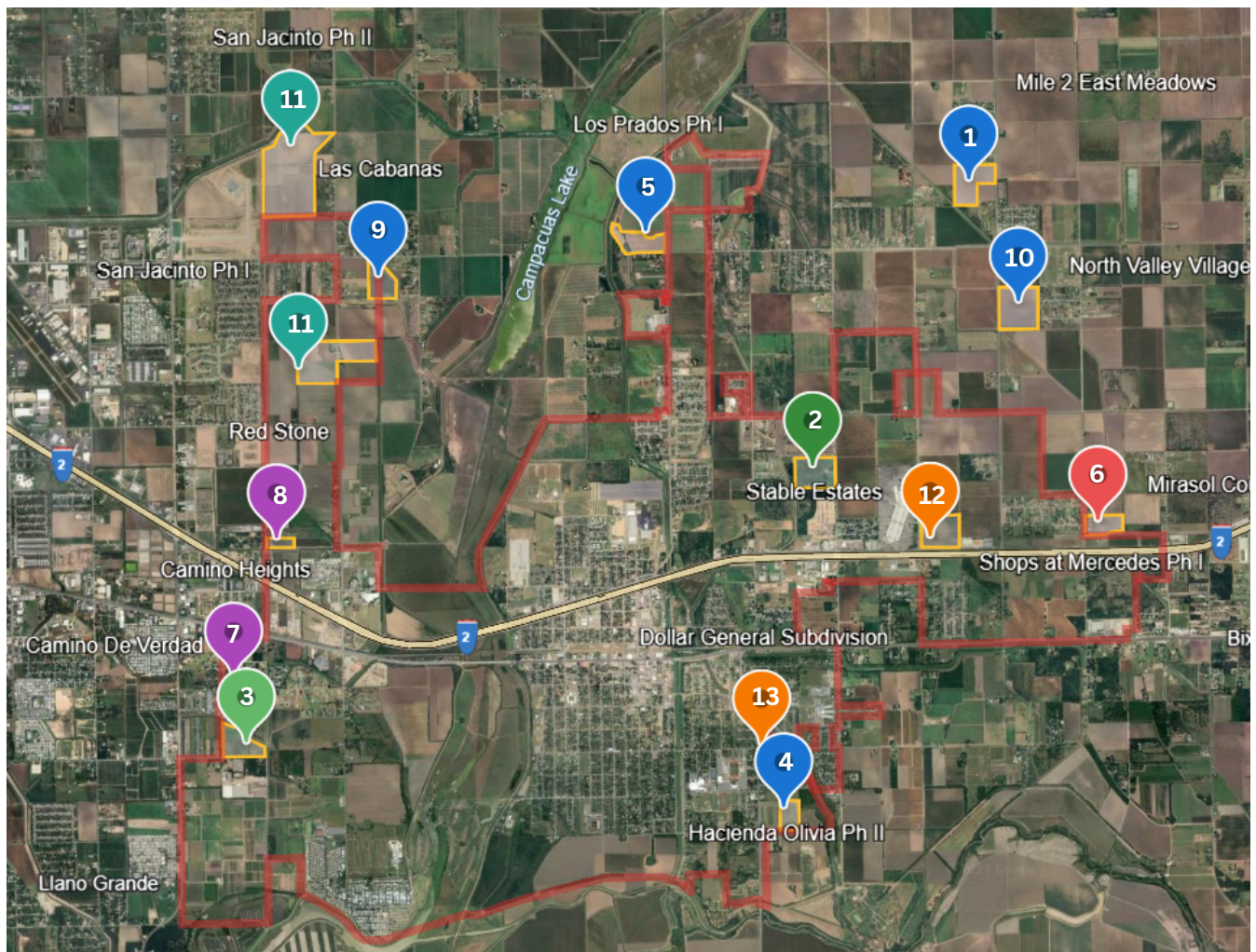
Building Inspections



Total of Permits Issued



SUBDIVISIONS UNDER CONSTRUCTION

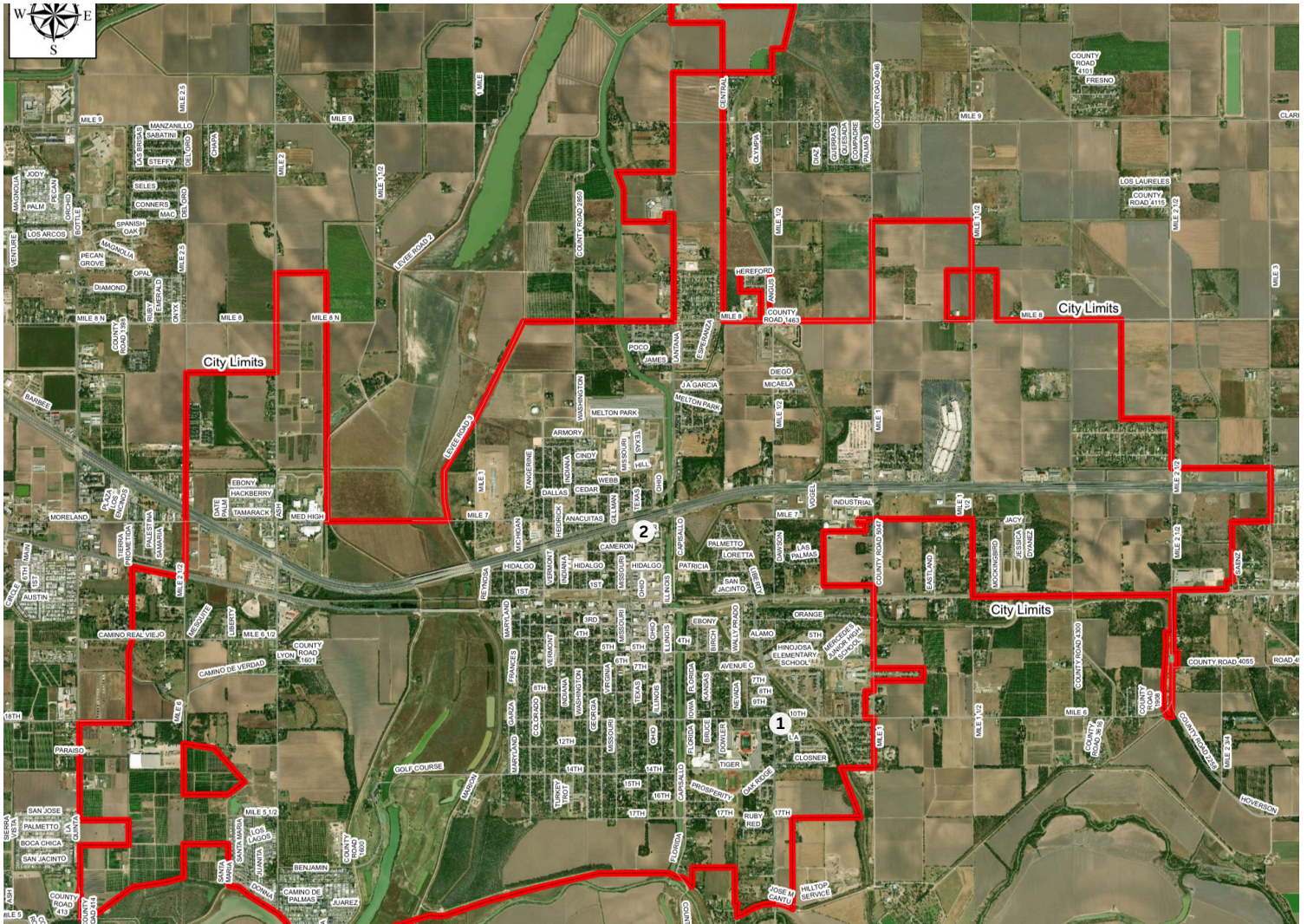


	Subdivision	Location	Acres	Number of lots	Status	Type
1	Mile 2 East Meadows	Mile 2 East Road and Mile 9 North	30	122	Under Construction	Single Family
2	Stable Estates	1 Mile N of Express way 83 on Mile 1 E. West of Mile 1 E/South of Mile 8	30	96	Under Construction	Multi-Family & Single Family
3	Camino de Verdad Ph 2	FM 1015 & Camino de Verdad	22.76	63	Under Construction	Single Family
4	Hacienda Olivia Ph 2	South of Bus 83 on FM 491/ Rio Rico Rd. And east of FM 491/Rio Rico Rd	13.80	60	Under Construction	Single Family

SUBDIVISIONS UNDER CONSTRUCTION

	Subdivision	Location	Acres	Number of lots	Status	Type
5	Los Prados Ph 1	2 Mile N of Exp 83 on FM 49. NW corner of Fm 491/Mile 9 North	9.09	48	Waiting for Preliminary Approval from P&Z	Single Family
6	Mirasol Country Estates	East Side if Mile 2 1/2 East and North if Expwy	59	19	Pre-Construction	Single Family
7	Camino Heights	S Mile 2 1/2 W and Camino Real Viejo	2.93	18	Obtain Preliminary Approval, Waiting for Rezone	Multi-Family
8	Red Stone	Mile 2 1/2 and north of Expressway 83	6.0	20	Waiting for Subdivision Plat	Single Family
9	Las Cabanas	Mile 9 North and between Mile 2 W & Mile 1 1/2 W	24.90	73	Pending Revised Plans	Single Family
10	North Valley Village	East side of Mile 2 East and south of Mile 8 North Rd	40	193	Pending Sewer Extension, Starting Construction Soon	Single Family
11	San Jacinto Estates Ph I & II	Mile 2 W and North of Mile 9 N	127.4	332	Obtain Preliminary Approval	SingleFamily & Multi Family
12	Shops at Mercedes Ph I	Hwy 83 Frontage next to the Outlets	30	7	Waiting for Final Approval	Commercial
13	Dollar General	Rio Rico and 10th St (1000 Rio Rico Rd)	1.74	1	Pre-Construction	Commercial

NEW COMMERCIAL CONSTRUCTION/BUSINESSES



	Business	Project Address	Type of Business	Sq Ft	Status
1	Dollar General Market	1000 Rio Rico Rd	Store		Construction Permit Issued
2	JPena Solutions	369 N Texas Ave	Office	1,000	Business License Issued

Health & Code Compliance

Health & Code Compliance Inspections, December

	December 2024
Code Compliance Inspections	71
Citations Issued	0
Health Inspections	17

Health Inspections Results, December 2024

Business Name	Business Type	Address	Pass/Fail
El Sazon de Mi Abuela Salome	Food Truck	5001 E Exp 83	Pass
Juanitos Restaurant	Restaurant	331 N Texas Ave	Pass
Chente's Tortilla Factory	Tortilleria	1140 W 2nd St	Pass
Snack Bar La Michuacana	Snacks	601 N Vermont	Pass
Cafe Nashta	Restaurant	7013 E Exp 83 Ste A	Pass
A&D Meat Market	Store	1010 N Washington Ave	Pass
Q&A Food Store	Store	405 N Vermont Ave	Pass with conditions
El Fenix Cafe	Restaurant	126 N Texas Ave	Pass
Chick-fil-a	Restaurant	8007 E Exp 83	Pass
Cortinos Italian Restaurant	Restaurant	3812 E Bus 83	Pass
De La Garza Bakery	Bakery	230 N Texas Ave	Pass

Mercedes Fire Department

December 2024

Monthly Report

"Through dedicated, professional members, the Mercedes Fire Department EMS care for and protects the lives and property of our community through incident response, comprehensive training, public education and fire prevention."

*Fire Chief/EMC
Javier Campos Jr.*

*Mercedes Fire Department
105 N. Ohio Ave
956-565-7755*

December 2024 Mercedes Fire Incidents

Count of Total Fire Incidents

Count of Incidents

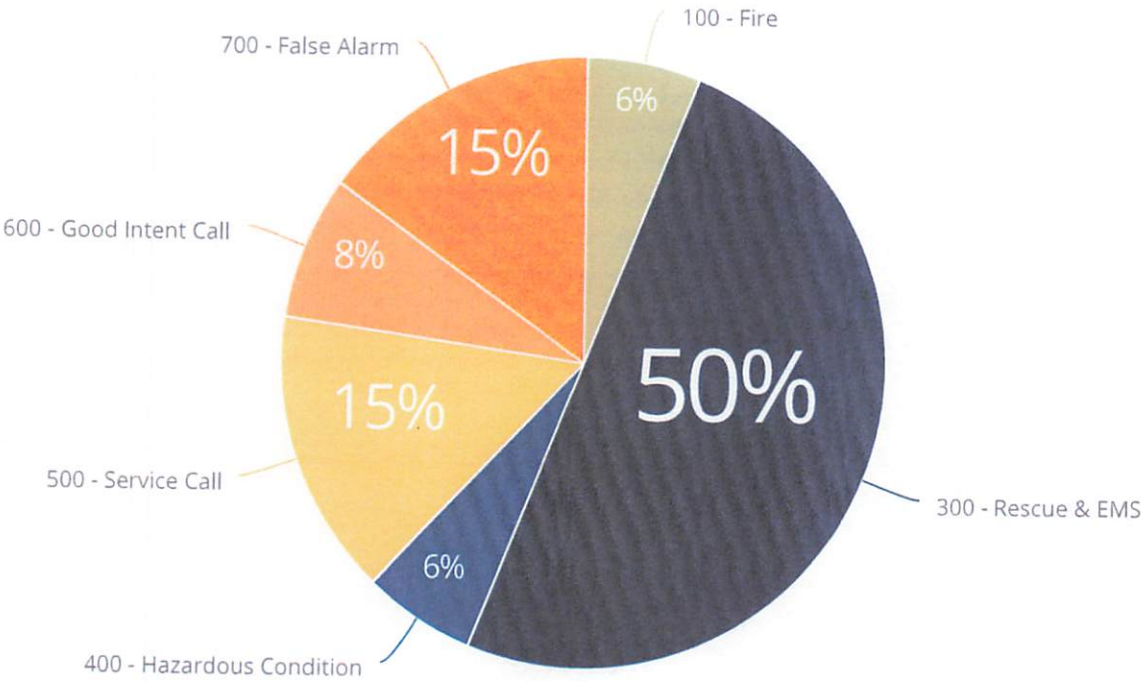
66

Average Dispatch to Arrival Time

Average Response Time Alarm To Arrival

8m:4s

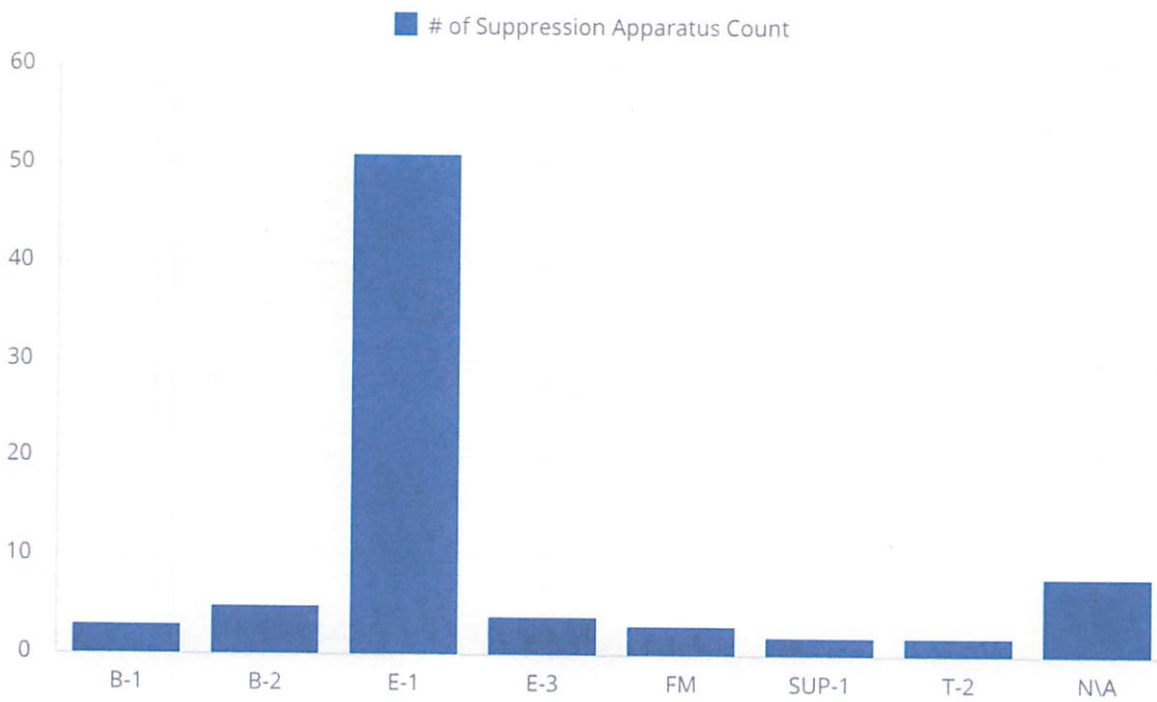
Percentage of Incident Type Group



Incident Count by Shift



Total Count Per Unit



December 2024 - FIRE INCIDENTS

Total Incidents

Average Time On Scene

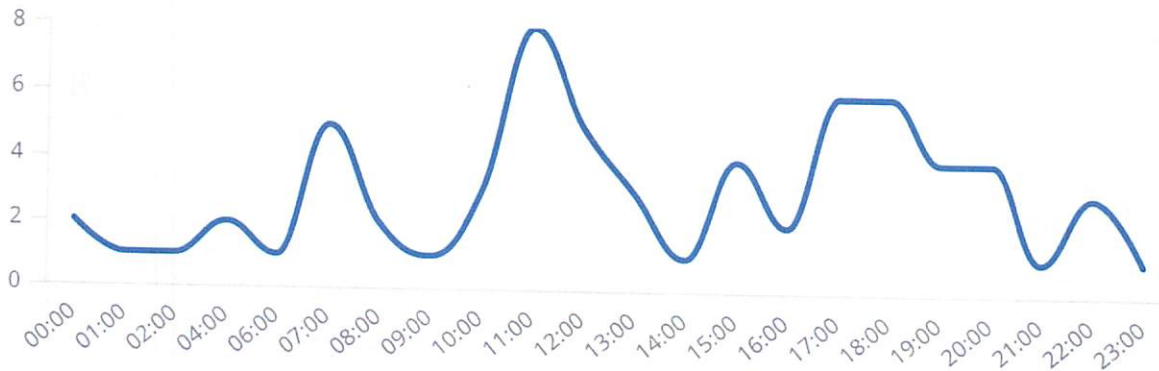
Count of Incidents

66

Average Time On Scene

36m:05s

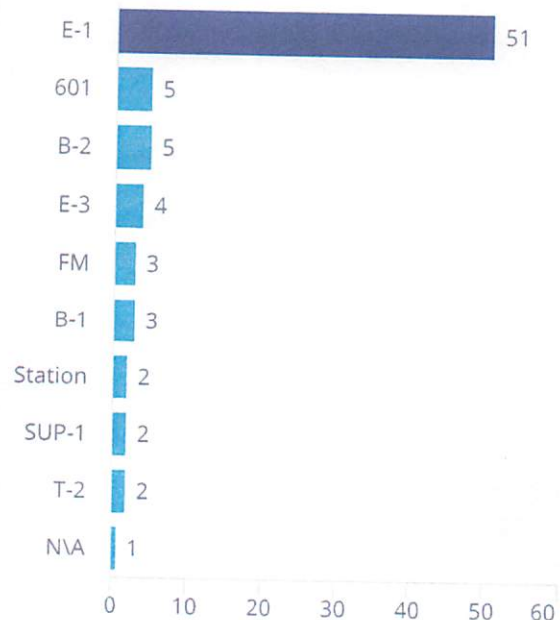
Call Volume over Time



Breakdown of Calls by Unit

Unit Name	Percentage of Calls	Average
601	7.58%	
B-1	4.55%	
B-2	7.58%	
E-1	77.27%	
E-3	6.06%	
FM	4.55%	
SUP-1	3.03%	
Station	3.03%	
T-2	3.03%	
N/A	1.52%	
Grand Total	100.00%	

Count of Calls by Unit



Count of Incidents by Type

Incident Type	Count of Incidents
Alarm system activation, no fire - unintentional	2
Alarm system sounded due to malfunction	1
Animal problem	1
Animal problem, other	1
Animal rescue	3
Assist police or other governmental agency	1
Building fire	1
Detector activation, no fire - unintentional	1
Dispatched & canceled en route	2
False alarm or false call, other	6
Fires in structure other than in a building	1
Gas leak (natural gas or LPG)	2
Lock-out	1
Medical assist, assist EMS crew	17
Motor vehicle accident with injuries	4
Motor vehicle accident with no injuries.	12
No incident found on arrival at dispatch address	1
Outside rubbish fire, other	1
Outside rubbish, trash or waste fire	1
Power line down	2
Service Call, other	1
Smoke or odor removal	2
Smoke scare, odor of smoke	2
Count of Incidents	66

December 2024 EMS

Total Responses

Total Responses

257

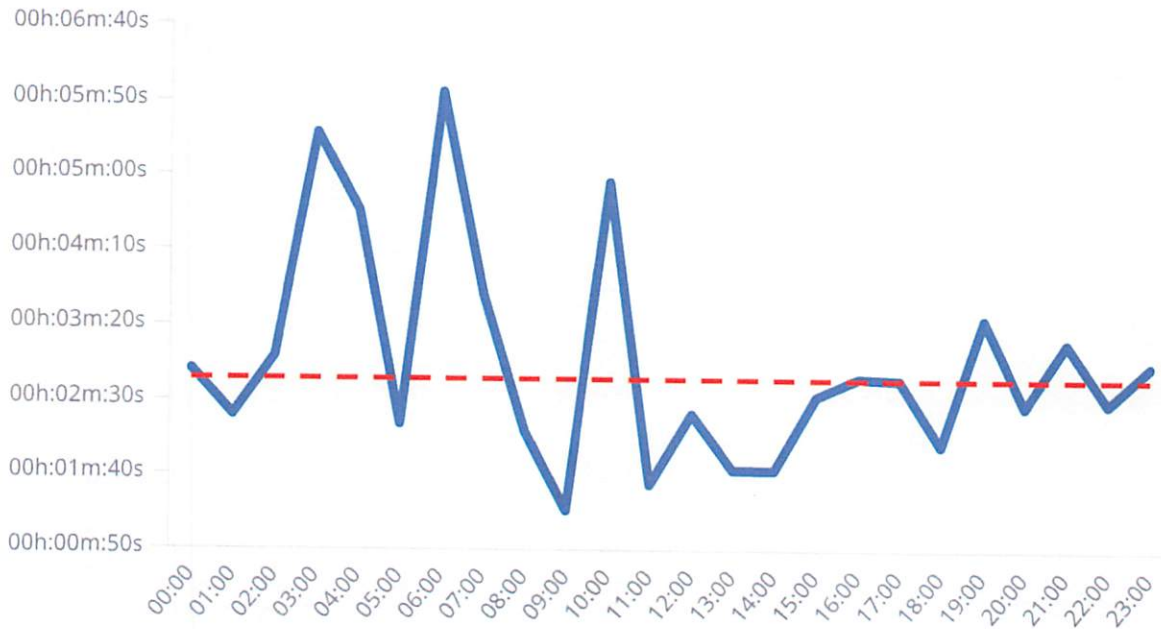
Average Chute Time

Average Chute Time

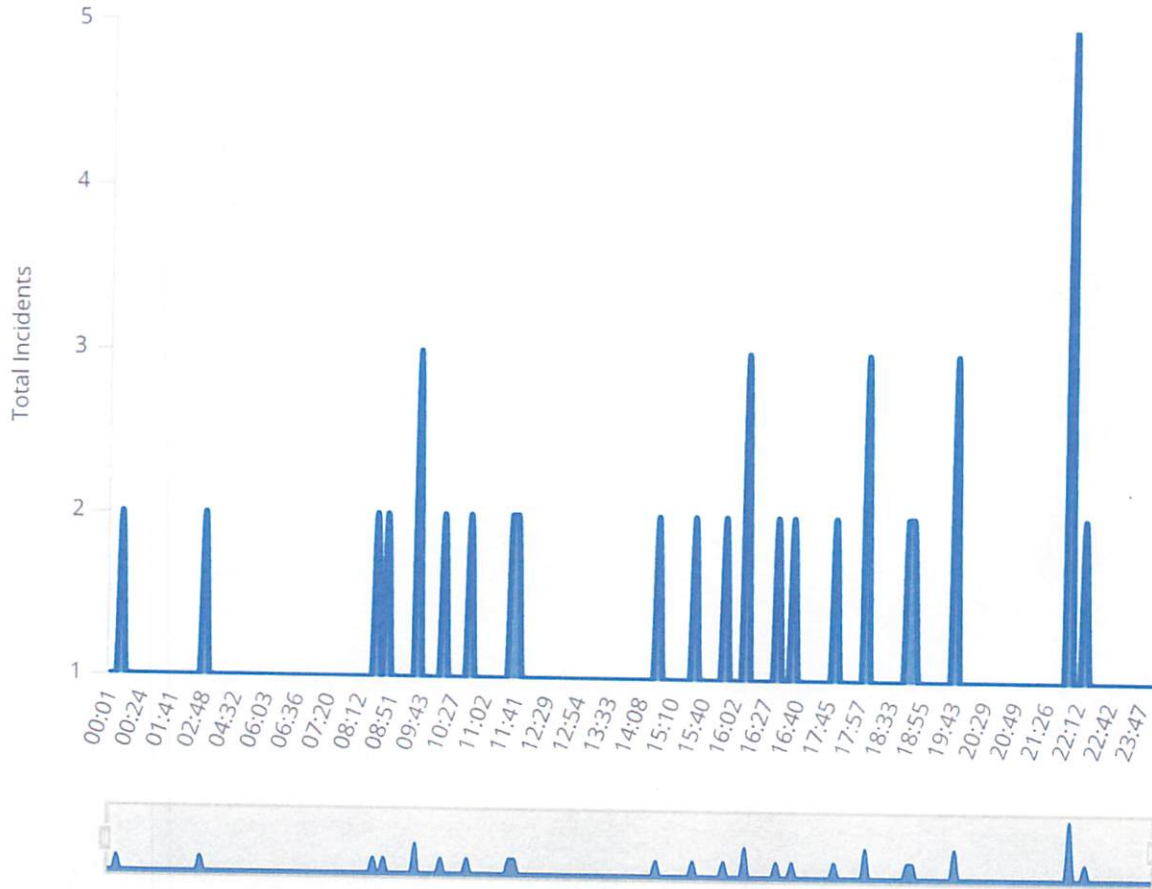
02m:43s

% Chute Time < 4min 88%

Average Chute Time by Hour of Day



Call Volume by Hour



Aggregation of Total Incidents by Shift

Shift	Total Incidents	
	12/2024	
A Shift		92
B Shift		94
C Shift		71

Aggregation of Total Incidents by Unit Contribution

Unit	Contribution to Total Incidents	
	12/2024	Grand Total
E-1	1.56%	1.56%
MED-1	45.14%	45.14%
MED-3	18.29%	18.29%
MED-4	35.02%	35.02%
Grand Total	100.00%	100.00%



eso



ANALYTICS

Average Scene Time for Trauma Patients

Custom ▾

Dec 1, 2024 - Dec 31, 2024 ▾

16:46

MM:SS

Average Scene Time

75%

OF PATIENT

ENCOUNTERS

Scene Time < 20:00

23:00

MM:SS

90th Percentile Scene Time

40

PATIENT

ENCOUNTERS

In Selected Time Slice



Counts

% Rows

% Columns

% All

Week Ending	12/1/24	12/8/24	12/15/24	12/22/24	12/29/24	1/5/25	1/12/25	1/19/25	1/26/25	2/2/25	2/9/25	2/16/25	2/23/25	Total
00:00 - 09:59			3	1	1	2								7
10:00 - 14:59			2	2	1	2								7
15:00 - 19:59	1	4	4	5	2									16
20:00 - 29:59		1	1	3	3									8
30:00 - 39:59				1										1
40:00 - 49:59			1											1
50:00 - 59:59														
60:00 - 2:59:59														
Total	1	5	11	12	7	4								40
Exceptions														0

Memo

To: Alberto Perez, City Manager
From: Marisol Vidales, Library Director & Historic Preservation Officer
CC:
Date: January 14, 2024
Re: Library Department Monthly Report

Attached you will find the Library Department's monthly statistical report, please let me know if you have any questions regarding the information. Also, Library Staff participated in the following meetings, trainings, and events during the month of December 2024.

Meetings

- City Commission Meeting to present the new Library Policy (12/3) – Marisol Vidales
- South Texas International Marathon final meeting (12/3) – Marisol Vidales
- HPO meeting with Mr. Jesse De La Fuente for grant application (12/3) – Marisol Vidales
- Creative Bits meeting with Dr. Samuel Garcia to discuss more programming (12/3) – Marisol Vidales
- BrandGeniuz meeting to discuss potential marketing services (12/4) – Marisol Vidales
- Mercedes Historic Preservation Commission meeting as HPO to present and review grant application, Certificate of Appropriateness applications, and violations (12/5) – Marisol Vidales & Michelle Muniz
- Winter Wonderland meeting to provide updates on Library assignments (12/9) – Michelle Muniz & Marisol Vidales
- Texas Children in Nature Regional Collaborative meeting (12/11) – Marisol Vidales
- Keep Mercedes Beautiful meeting to present items and ideas that would like incorporate into outdoor library design (12/16) – Frank Rivas
- Winter Wonderland debriefing (12/17) – Marisol Vidales
- Vendor meeting with Mail Chimp to evaluate product and cost (12/18) – Anthony Cardenas, Michelle Muniz, and Marisol Vidales
- LEAP Launch meeting to discuss program and new packs (12/18) – Marisol Vidales, Michelle Muniz and Frank Rivas

- Orange Boy, Inc meeting to discuss ongoing integration issues with Insignia and potential temporary fixes (12/19) – Marisol Vidales, Michelle Muniz, and Mary Jane Hernandez
- BrandGeniuz meeting to go over marketing proposal submitted (12/19) – Marisol Vidales
- B& S Kites meeting to request their participation in our kite festival and get some of their advice (12/20) – Marisol Vidales
- Llano Grande Art League meeting to discuss their Gallery 434 installation for January (12/27) – Michelle Muniz
- Gallery 434 & Summer Reading Program meeting to discuss future exhibitions and if the exhibit can be incorporated into our Summer Reading Program (12/30) – Michelle Muniz & Frank Rivas

Trainings

- CTN/Lunch and Learn Webinar Series: The Gift of Digital Inclusion (12/11) – Anthony Cardenas
- Attended the Texas Children in Nature Network Summit in Waco and attended the following sessions:
 - Guided Forest Therapy Walk: Engage your senses, quiet your mind, and immerse yourself in nature (12/11) – Marisol Vidales
 - Keynote Session: Nature is Calling and I Must Go (12/12) – Marisol Vidales
 - Connecting Hispanic Families with Nature in Central Texas: A capacity building workshop (12/12) – Marisol Vidales
 - Bringing OLE Down to Earth (12/12) – Marisol Vidales
 - Interactive Virtual Tours (IVTs) for Demonstrating Childcare Outdoor Design Best Practices (12/12) – Marisol Vidales
 - Empowering Youth Voices through Photovoice: Insights from the Pharr Youth Photovoice Research Study (12/12) – Marisol Vidales
 - Night Out Event at Waco Zoo (12/12) – Marisol Vidales
 - Keynote Session: Scaling Nature: Harnessing Humor, Hope and Data to Re-Nature our Cities (12/13) – Marisol Vidales
 - Chasing the Tide Documentary Series (12/13) – Marisol Vidales

Events/Programming

Adult Programming

The Crochet Club is managed by Frank Rivas

- Crochet Club (12/03)
Adults: 5
- Crochet Club (12/17)
Adults: 3

Children's Programming – The majority of the children's programming is planned and executed by Frank Rivas with the exception of the art class which is taught by Diane Roman-Goldsberry.

Art classes by Diane Roman – Goldsberry

- Ages 6-9 (12/02)
Children: 3

- Ages 10-12 (12/09)
Children: 2

Movie Day – Inside Out 2 (12/11)

- Children: 2 Adults: 2

Early Adopters Program by Compudopt – (12/16-12/20)

- Children: 51 Adults: 10

General Programs – These programs are for all ages

- Christmas at the Library (12/23)
Attendance: 144
- NASA Documentary & Presentation by Dr. Samuel Garcia (12/26)
Attendance: 26

Outreach – The library visits and participates in different festivals & events outside of library grounds to promote library services.

- Winter Texan Welcome – Provided café samples & library information (12/4) – Mary Jane Hernandez, Anthony Cardenas, & Juan Gonzales
Adults: 80

Events – The Library attends or assists in these events.

- South Texas International Marathon – Assisted in the award distribution (12/8) – Juan Gonzalez & Tristan Garza
- Food Distribution – (12/11) – Michelle Muniz
- Winter Wonderland – Assisted in the craft area for the event and also purchased and dropped off cookies for the event (12/13) – Tristan Garza, Briana Carrillo, Mary Jane Hernandez, & Frank Rivas
Children: 486
- Christmas Angels at Taylor Elementary – Provided toys and clothing to two children the library staff sponsored (12/17) – Frank Rivas & Juan Gonzalez

Other Projects/Duties

Café

- We sold 363 individual items for the 20 days that we were open and we made \$1,249.18 in sales.

Marketing (The majority of these items involve the creation of flyers, taking and posting photos, filming and editing videos, responding to citizens via direct message, and interacting with the public on social media platforms)

- Created a total of 38 flyers for the Library, Café, and City.
- Posted 87 items for the library, 30 for the café, 2 for HCLS, and 50 for the city on various platforms.
- Answered 31 direct messages for the city & 5 for the library. Updated Library Facebook Banner with a Santa themed banner.
- A total of 16 updates were done to the city website.

- Created 1 shelf in cloudLibrary in honor of monthly observances highlighting our collection, which was: *Season's Readings*
- Created 1 book display in the adult section: *Blue Christmas*
- Created 1 young adult books display: *Cozy Dragons*
- Created 1 book display in the juvenile section: *Christmas*

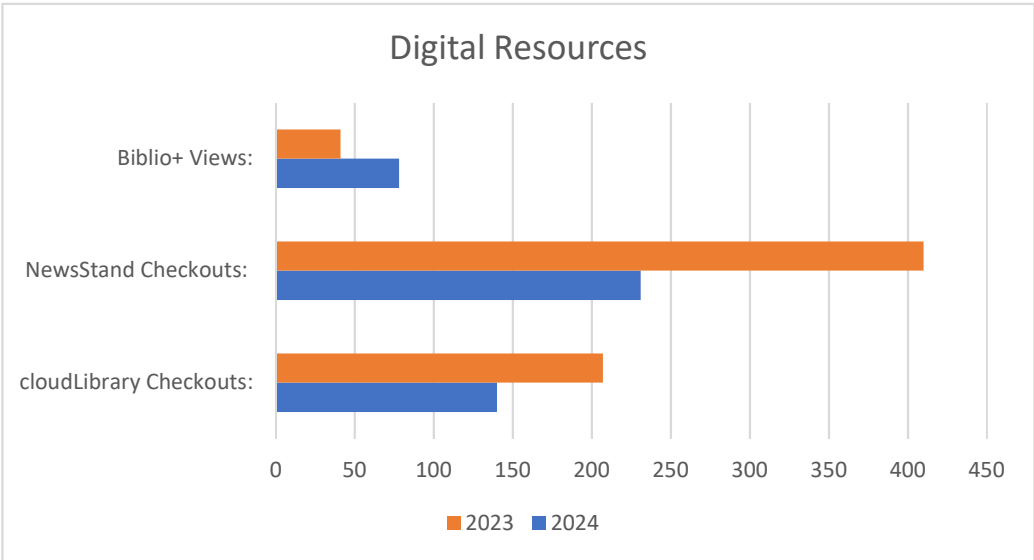
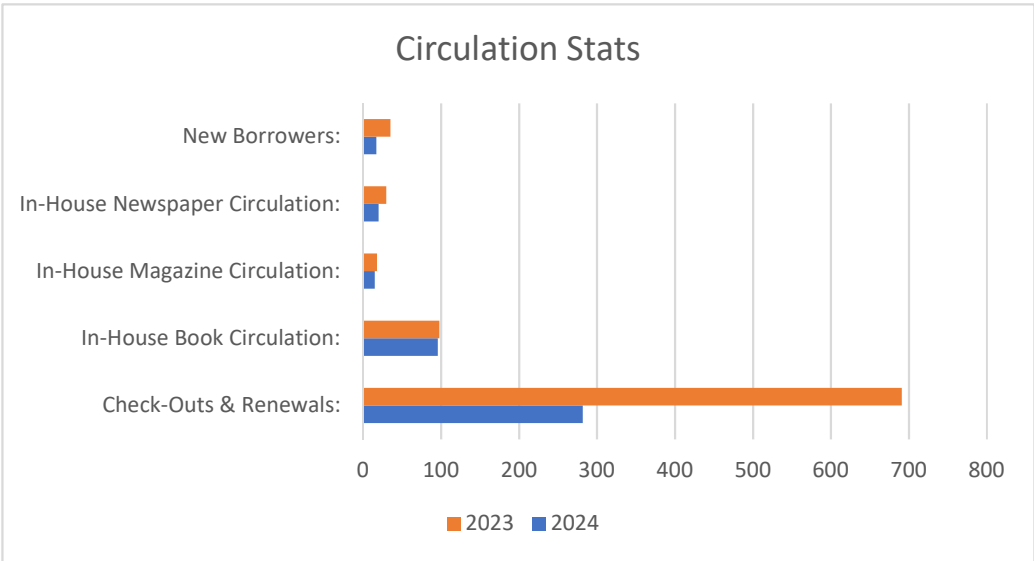
Administration/Collection Management/Development

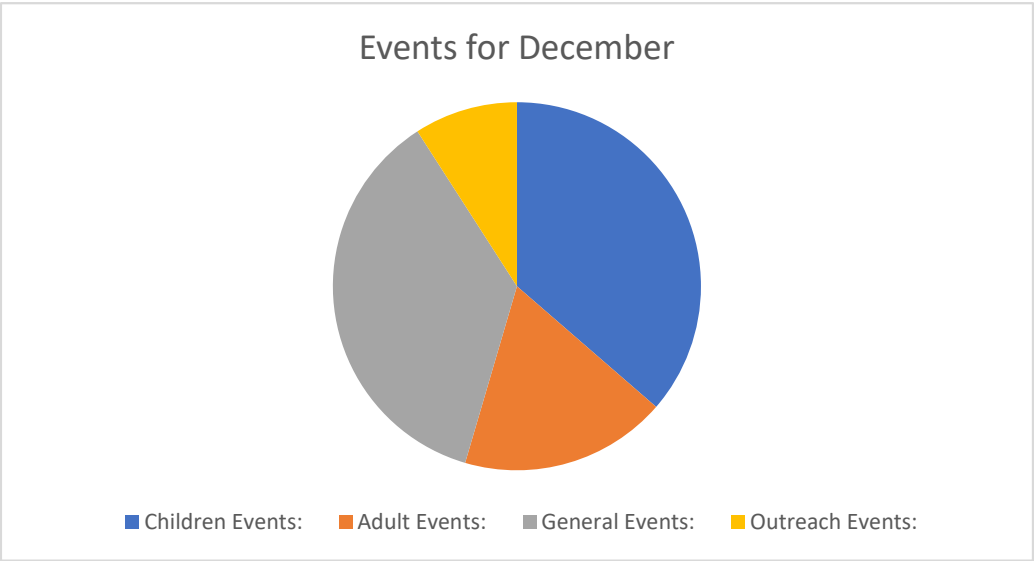
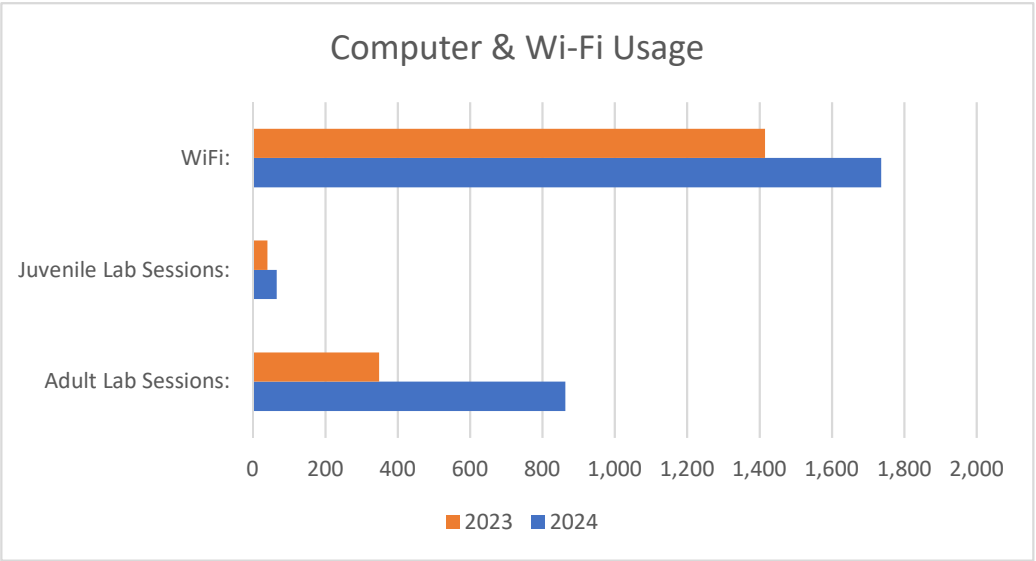
- Completed documentation with regards to an Emergency Connectivity Fund (ECF) inquiry in order to attempt for T-Mobile to utilize the remaining ECF funds to pay the final invoice which would provide a reimbursement to the city. (*Federal Funds*)
- Was awarded the Texas Commission on the Arts Performance Support Grant and started to work on the next steps which included sending letters to our state senator and representative, prepare a direct deposit account, and reviewed the steps to ensure we recognize the grant in all marketing. (*Grant*)
- Completed the audit certification form for the Family Place grant and submitted it to the Texas State Library and Archives Commission. (*Grant*)
- Completed the Form 470 application for Category 2 equipment for E-Rate funding with the assistance of the IT Department and E-Rate Central. (Federal Funds)
- Completed the application for Excellence in Libraries application with the Texas Municipal Library Directors Association for the second year in a row. (*Awards*)
- Staff finalized the Christmas float for the city which unfortunately was not used in the parade but was used in Winter Wonderland. (*City Event*)
- Staff helped finalize the purchase for Winter Wonderland using Community Events funds for the toys and cookies. The crafts for the event had been ordered previously. Library staff also assisted at the actual event with the craft (*City Event*)
- Worked with Finance to finalize all the new account numbers that are needed for our register and deposit slip due to 3D printer, notary fee, device fines, and meeting room. Once accounts were created the deposit slip and register were updated. (*Admin*)
- Retyped the entire library policy as revisions were getting more and more difficult to make and formatting was incorrect. The entire document is now reformatted and uploaded to the city website. (*Admin*)
- Created fillable forms for Gallery 434 and 3D printing applications. (*Admin*)
- Prepared and submitted nominations for employee awards for Christmas Luncheon. (*Admin*)
- Selected various new titles for the Library from multiple vendors in order to keep the collection up to date and stock requested items and updated the budget accordingly. (*Collection Development*)
- Continued to work on Christmas at the Library event getting different organizations to volunteer for the event, marketing the event, purchasing items and finalizing the layout. Finally, we hosted the event which was well attended. (*Library Program*)
- Prepared a packet for the Keep Mercedes Beautiful meeting to provide examples of what the library is wishing to incorporate aside from the plants in the outdoor space in order to promote outdoor learning and play. (*Library Program*)
- Worked with Kathy Suarez to develop the time frame and some program guidelines for the conversational Spanish class she will be teaching. (*Library Program*)

- Searched for a new water filter system due to the constant breakage of our existing system. After pricing out a new system and installation cost we were able to move forward and schedule the replacement for January. (*Café Maintenance*)
- Hosted Christmas at the Library event which involved Pictures with Santa by Jackie Valdez Photography and Phoenix Transport, games, movies, and a breakfast and hot chocolate bar. (*Library Program*)

Historic Preservation Officer

- Finalized the violation letter for 224 S. Texas Avenue after review and guidance by the City Secretary and City Attorney. The letter was then provided to the Finance Department so an invoice could be generated to be send with the certified letter. The invoice was generated in mid-December but not mailed until early January to avoid the holiday season.
- The Assistant Library Director prepared the minutes for the December 5th meeting.
- Continued to speak with property owner, Mrs. Sandra Martinez, in regards to 320 S. Missouri and her violations and her request to have her designation removed. However, after the meeting the board moved forward with the citations and a letter will be sent for both the roof and column work that was unapproved.
- Prepared the certificate of appropriateness for 310 S. Texas and 949 S Ohio for signage and leveling respectively and called informed the owners that the approvals and certificates were ready.
- Met with Ruben Sosa, contractor and stepson of Mrs. Sandra Martinez, regarding two new certificate of appropriateness applications. One was for the removal of the enclosure of the rafters and the other was the removal of the metal awnings on the windows. After photos were provided both applications were approved and the Commission was notified.
- Met with Mr. Jesus De La Fuente, owner of 949 S. Ohio Ave., to review his additional quotations for leveling work in order to finalize his grant application and provided him with his final approval.





Dr. Hector P. Garcia Memorial Library Statistical Report

Dec-24

Circulation	2024	2023
Check-Outs & Renewals:	282	691
Year to Date Total:	1,105	1,359
In-House Book Circulation:	96	98
Year to Date Total:	240	186
In-House Magazine Circulation:	15	18
Year to Date Total:	54	131
In-House Newspaper Circulation:	20	30
Year to Date Total:	65	58
New Borrowers:	17	35
Year to Date Total:	75	53

Digital Resources	2024	2023
cloudLibrary Checkouts:	140	207
Year to Date Total:	399	404
NewsStand Checkouts:	231	410
Year to Date Total:	724	806
Biblio+ Views:	78	41
Year to Date Total:	304	66

Interlibrary Loans (ILL's)	2024	2023
Items Requested:	10	100
Year to Date Total:	99	182
Items Sent:	5	49
Year to Date Total:	64	95

Book & Media Donations	2024	2023
Donations Received:	40	3
Year to Date Total:	57	3
Donations Selected:	15	1
Year to Date Total:	19	1

Assistance	2024	2023
Reference By Phone:	55	121
Year to Date Total:	287	346
Reference In-Person:	87	39
Year to Date Total:	340	155
Directional By Phone:	92	0
Year to Date Total:	316	0
Directional In-Person:	124	0
Year to Date Total:	359	0

Library Service	2024	2023
Digital Assistance:	133	83
Year to Date Total:	383	236
Fax Assistance:	54	38
Year to Date Total:	150	101
Copy Assistance:	95	113
Year to Date Total:	242	313
Scan Assistance:	5	11
Year to Date Total:	15	31
Print Outs:	618	1,623
Year to Date Total:	3,990	4,023

Computer Sessions	2024	2023
Adult Lab Sessions:	864	349
Year to Date Total:	1,487	794
Juvenile Lab Sessions:	66	40
Year to Date Total:	214	79
WiFi:	1,736	1,415
Year to Date Total:	5,254	2,732

Meeting Room Sessions	2024	2023
Sessions:	46	38
Year to Date Total:	162	74

Technical Services	2024	2023
New Items Added:	167	69
Year to Date Total:	337	137
Items Processed:	53	50
Year to Date Total:	239	75
Items Withdrawn:	60	94
Year to Date Total:	219	140
Items Recataloged:	0	2
Year to Date Total:	64	2
Items Repaired:	3	5
Year to Date Total:	9	72

Dr. Hector P. Garcia Memorial Library Statistical Report

Dec-24

Adult Programming	2024	2023
Adult Events:	2	3
Year to Date Total:	23	22
Adults in Attendance:	8	28
Year to Date Total:	231	142

Teen Programming	2024	2023
Teen Events:	0	0
Year to Date Total:	2	0
Teens in Attendance:	0	0
Year to Date Total:	10	0

Children's Programming	2024	2023
Children Events:	4	3
Year to Date Total:	11	12
Children in Attendance:	58	19
Year to Date Total:	81	111
Adults in Attendance:	12	0
Year to Date Total:	25	36

Family Place	2024	2023
Early Learning Space Total:	120	0
Year to Date Total:	196	0
Workshop Children in Attendance:	0	0
Year to Date Total:	0	0
Workshop Adults in Attendance:	0	0
Year to Date Total:	0	0

Toddler Programming	2024	2023
Children Events:	0	0
Year to Date Total:	0	0
Children in Attendance:	0	0
Year to Date Total:	0	0
Adults in Attendance:	0	0
Year to Date Total:	0	0

General Programming	2024	2023
Events:	4	1
Year to Date Total:	7	4
Toddlers in Attendance:	0	0
Year to Date Total:	0	0
Children in Attendance:	2	0
Year to Date Total:	2	0
Teens in Attendance:	0	0
Year to Date Total:	0	0
Adults in Attendance:	0	0
Year to Date Total:	0	0
Total General Programing:	656	316
Year to Date Total:	1831	1,073

Outreach Programming	2024	2023
Events:	1	2
Year to Date Total:	5	5
Toddlers in Attendance:	0	0
Year to Date Total:	0	0
Children in Attendance:	0	0
Year to Date Total:	25	30
Teens in Attendance:	0	0
Year to Date Total:	0	0
Adults in Attendance:	0	13
Year to Date Total:	8	36
General Attendance:	80	450
Year to Date Total:	353	450

Reading Programs	2024	2023
Toddler Reading Logs:	0	0
Children Reading Logs:	0	0
Teen Reading Logs:	0	0
Adult Reading Logs:	0	0
Total:	0	0

Volunteer Hours	2024	2023
Total:	120.50	104.25
Year to Date Total:	634.25	406.00

Dr. Hector P. Garcia Memorial Library Statistical Report

Dec-24

Curbside Services	2024	2023
Curbside Café:	0	5
Year to Date Total:	0	13
Curbside Circulation:	0	0
Year to Date Total:	0	2
Curbside Crafts:	0	0
Year to Date Total:	0	0
Curbside Other Services:	0	2
Year to Date Total:	0	6

Library Visits	2024	2023
Visits:	2,088	2,490
Year to Date Total:	8,024	4,827

Café Visits	2024	2023
Visits:	300	371
Year to Date Total:	1,018	946

Café Sales	2024	2023
Net Sales:	\$ 1,153.90	\$ 1,344.85
Year to Date Total:	\$ 4,364.32	\$ 3,196.01
Sales Tax:	\$ 95.28	\$ 111.15
Year to Date Total:	\$ 359.37	\$ 264.02

Social Media	2024	2023
Library Posts:	87	71
Year to Date Total:	319	237
Library DMs:	5	1
Year to Date Total:	10	16
Cafe Posts:	30	24
Year to Date Total:	78	50
Café DMs:	0	0
Year to Date Total:	0	1
City Posts:	50	76
Year to Date Total:	164	115
City DMs:	31	21
Year to Date Total:	57	29
Videos Created:	1	3
Year to Date Total:	2	26
Website Updates:	16	27
Year to Date Total:	20	35
HCLS Posts:	2	2
Year to Date:	15	2
Stories:	0	0
Year to Date Total:	8	0
Flyers	38	0
Year to Date Total:	80	0

DEPARTMENT: Mercedes Recreation Center

MONTHLY REPORT: December 2024

Report Summary:

This report tracks membership, programs and project activities for the Recreation Center for the month.

Registration for membership conducted year-round:

Summer Program: June & July - Registration start date May 1, 2025

Fall Program: Registrations start date Aug. 1, 2024

Fall Program: Aug. 2024 - May 2025

Mercedes Recreation Center Program Registration Numbers: December

- | | |
|---|-----------------------|
| • Membership Registration | 50 |
| • Membership Daily Attendance | 40 - 45 |
| • Youth Flag Football League Registration | 171 (Additional Team) |
| • CO-ED Volleyball Leagues/Practices | N/A |
| • Total Registration | 221 members |

Projects/Maintenance Work Orders & Special Task:

- **Meeting w/ Parks Director - Armando Villela**
 - REC Facility Inspection Report 12/1 (Building Repairs Pending)
 - TML Inspection/Claim Request
 - SERVEPRO Inspection Quote
 - Llano Grande Pickleball Dome & Rec Walk-through 12/16
- **Public Works - Work Order submitted:**
 - Dome Facility**
 - Facility lighting - Women's & Men's Restrooms (Pending Quote)
 - Grass Maintenance & landscape 12/5
 - Dome Restroom/Facility Lights 12/10 (P.O. Pending)
 - Rec Facility**
 - Flag Football Field Specs 12/9
 - Pool Facility**
 - Pump #2 Impeller seal 12/2
 - Pump #1 PVC Line (water leak) 12/18
- **Rec & Dome Center - AC Units:**
 - Dome A/C Filters 12/9
 - Rec A/C Filters 12/12
- **Safe-House Shelter / Dome Center:**
 - South Texas International Marathon - Basilio Mendoza
 - Dome walkthrough & EXPO set-up 12/5
 - Expo Event 12/6 & 12/7
 - Marathon Event 12/8
- **United-Way:**
 - Presentation & Supply drop-off 12/9
 - Weslaco ISD - High School 12/20

Swimming Pool Projects/Maintenance:

- **RGV Aquatics / Mercedes Public Pool - Info.**
 - Mercedes Pool - Progressive Aquatics Vendor Angel Espericueta (**Pending**)
 - Mercedes Pool - Splash Pad Contact Vendors
 - Hi-Exer-play Marissa Pesina 12/26
- **Swimming Pool Maintenance - Daily/Monthly Equipment Inspections**
 - Facility maintenance - pool vacuuming, netting & clean skimmers - **Daily**
 - Test water levels - **Daily**
 - Motor & filter pumps inspection - **Daily**
 - Inspection - pumps, check valves, chlorinators, gauges & filters - **Daily**
 - Leslie's Pool water testing - **Weekly**
 - Backwash filters - **Monthly**
 - Facility landscaping / grass cutting / chemical room inventory - **Monthly**
 - Pool filters - disassembled & cleaned - **Quarterly**

Community:

- **RGV FOOD BANK**
 - December Food-drive Dome Site - 12/11
- **South Texas International Marathon - Rec Center**
 - Event Meetings
 - Basilio Mendoza & Partners - Site Visit Plan Lay-out 12/2
 - Friday Expo Event 5:00pm - 9:00pm 12/6
 - Saturday Expo Event 7:00am - 7:00pm 12/7
 - Sunday Marathon Event 7:00am - 3:00pm 12/8
- **Mayor & City Managers Alliance Meeting**
 - Luncheon & Dome Facility Tour 12/11

Youth After-school Registration Program:

- **Registration Fall Program**
 - December Registration Open 12/1
 - Weekly Program Mon. - Fri. 3:30pm - 6:00pm Dome Facility

Youth Leagues:

- **Flag Football**
 - Mercedes Recreation League 27 Teams
 - Ages Divisions 5/6 - 7/8 - 9/10 - 11/12 Yrs.
 - Inter-League Play w/Donna
 - Games - Collier Park Fields 6:00pm - 9:30pm
 - Mondays & Wednesdays 5/6 & 7/8 Divisions
 - Tuesdays & Thursdays 9/10 & 11/12 Divisions

Out-Reach Programs:

- **MYB On the Run Food Program**
 - After-school Meals for members
 - Weekly Calendar & Menu preparation
 - Program Information
 - Monday thru Friday 4:00pm - 4:30pm Daily Meals
 - Hygeia Milk Weekly Delivery
 - Number of Meals Served - **462**
 - At-risk State Program Meal Inspection Review 12/9

Foster Grandparent Program:

- **Senior Corps Program**
 - 3 Volunteers/Applicants
 - Assist with Supervision / Meals / Serving
 - Monday - Friday 1:30pm - 5:30pm
 - Jorge Gutierrez - Supervising Coordinator - Program meeting w/ Director 12/16

After-school Food Program:

- **Programs Attendance: September**

<u>Program/Activites Desciption</u>	<u>Week 1</u>	<u>Week 2</u>	<u>Week 3</u>	<u>Week 4</u>	<u>Total</u>
Membership Daily Attendance	153	179	130	Programs	462
Food Program Meals	153	179	130		462
Game-room	18	42	20	C	80
Computers	20	35	25	L	80
PS4 Room	25	35	25	O	85
Arts & Crafts	30	32	18	S	80
Sports & Fitness / Out-door Activities	60	35	72	E	167
Homework Hour / Tutoring 3:30pm - 4:30pm	38	38	23	D	99
Youth League - Flag Football Games	N/A	560	560		1,120
Youth League - Flag Football Practices	70	N/A	N/A	70	140

Mission Statement

Mercedes Recreation Center, in conjunction with the City of Mercedes, is responsible for the development and implementation of youth programs for youth that reside in the City of Mercedes. The Recreation Center is a Non-Profit Organization for Youth age 6 to 18, which are targeted for programs that will increase pro-social behavior. These programs include recreation activities, community service events/projects, youth leadership programs and cultural events.

Mercedes Recreation Center

“Impacting the youth in our community”



United Way of South Texas
Serving Hidalgo & Starr Counties



Monthly Progress Report

→ A VISUAL REPRESENTATION OF KEY PERFORMANCE METRICS AND ACHIEVEMENTS FOR THE MONTH.

