



Mayor Oscar D. Montoya
Commissioner Joe Martinez
Commissioner Armando Garcia

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

MERCEDES CITY COMMISSION
REGULAR MEETING
NOVEMBER 7, 2023 – 6:30 P.M.
MERCEDES CITY HALL – COMMISSION CHAMBERS
400 S. OHIO AVE., MERCEDES, TX 78570

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

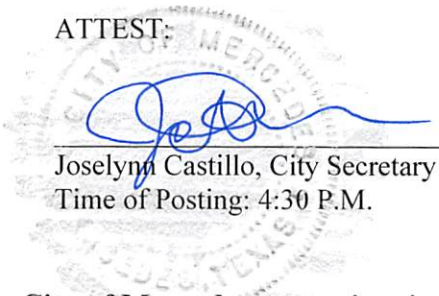
- 1. Call Meeting to Order**
- 2. Establish Quorum**
- 3. Invocation**
- 4. Pledge of Allegiance**
- 5. Presentations:**
 - a. Proclamation for Master Sergeant Juan Moya Sr.
- 6. Open Forum-**
- 7. Consent Agenda:** *(All matters listed under Consent Agenda are considered to be routine by the Governing Body and will be enacted by one motion. There will be no separate discussion of these items; however, if discussion is desired, that item(s) will be removed from the Consent Agenda and will be considered separately.)*
 - a. Approval of Minutes for Meeting(s) held October 16, 2023 and October 30, 2023.
 - b. Approval of budget amendment for building maintenance
 - c. Approval of budget amendment for planning department
- 8. City Manager Comments**
 - a. Moving meeting date for January 2, 2024 to Thursday, January 4, 2024.
- 9. Ordinances/Resolutions:**
 - a. Approval of Resolution 2023-20 for the Temporary Closure of State Right-of-Way for Christmas Parade
 - b. Approval of Resolution 2023-21 for the Temporary Closure of State Right-of-Way for Marathon
 - c. Approval of Resolution 2023-22 adopting procedures for open forum.
 - d. Approval of Resolution 2023-23 to submit votes for the Hidalgo County Appraisal District Board of Directors
- 10. Management Items:**
 - a. Approval of Agreement for the Temporary Closure of State Right-of-Way for Christmas Parade
 - b. Approval of Agreement for the Temporary Closure of State Right-of-Way for Marathon
 - c. Approval to allow City Manager to enter into contract for recommended insurance carriers for RFP 2023-004 Group Health/Dental/Vision/RX Insurance
- 11. Executive Session:**
 - 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 contract for services – Section 551.071
- 12. Open Session:**
 - a. Item A from Executive Session
 - b. Item B from Executive Session
 - c. Approval of Sludge Removal Equipment for Water Treatment Plant and authorizing City Manager to finalize going out for bids
- 13. Adjournment**


Notice is hereby given that the City Commissioners of the City of Mercedes, Texas will meet in a **Regular Meeting** on Tuesday, November 7, 2023 at 6:30 P.M. Said meeting will be conducted in the Commission Chambers of the

City Hall located at 400 S. Ohio, Mercedes, Texas for the purpose of considering and taking formal action regarding the items listed above. This notice is given in accordance with Vernon's Texas Codes Annotated, Texas Government Code, Section 551.001 et. Seq.

WITNESS MY HAND AND SEAL OF THE CITY THIS THE 3RD DAY OF NOVEMBER, 2023.

ATTEST:





Joselynn Castillo, City Secretary
Time of Posting: 4:30 P.M.

ACCESSIBILITY STATEMENT

The City of Mercedes recognizes its obligations under the Americans with Disabilities Act of 1990 to provide equal access to individuals with disabilities. Please contact the City Manager's Office at (956) 565-3114 at least 48 hours in advance of the meeting with requests for reasonable accommodations, including requests for a sign language interpreter.

**MERCEDES CITY COMMISSION
REGULAR MEETING
OCTOBER 16, 2023 – 6:30 P.M.
MERCEDES CITY HALL – COMMISSION CHAMBERS**

MEMBERS PRESENT: Oscar D. Montoya Sr. Mayor
Dr. Ruben Saldana Mayor Pro-Tem
Armando Garcia Commissioner
Joe Martinez Commissioner
Dr. Jacob Howell Commissioner

STAFF PRESENT: Alberto Perez City Manager
Martie Garcia-Vela City Attorney
Javier Ramirez Asst. City Manager
Nereida R. Perez Finance Director
David Jimenez I.T Manager
Marisol Vidales Library Director

OTHERS PRESENT: Ruth Valdez

1. CALL MEETING TO ORDER

Mayor Montoya welcomed everyone and called the meeting to order at 6:30 P.M.

2. ESTABLISH QUORUM

All members of the Commission were present which constitutes a full quorum.

3. INVOCATION

Commissioner Howell said the invocation.

4. PLEDGE OF ALLEGIANCE

Mayor Pro-Tem Saldana led in the pledge of allegiance.

5. PRESENTATIONS:

a. Proclamation in memory of Master Sergeant Juan Moya Sr.

Postponed to the next meeting.

6. OPEN FORUM:

No one signed up.

Commissioner Garcia motioned to go into executive session. Commissioner Howell 6:32 PM

7. EXECUTIVE SESSION:

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 contract for services – Section 551.071

8. OPEN SESSION: Mayor Montoya called the meeting back to order at 8:01 P.M.

a. Item A from Executive Session

No action

b. Item B from Executive Session

No action

c. Item C from Executive Session

Commissioner Martinez motion to approve the renewal for administrator of record. Commissioner Howell seconded. Upon a called vote, the motion passed unanimously. Commissioner Martinez motioned to renew the Education Resource officers Agreement with Mercedes ISD. Commissioner Howell seconded. Upon a called vote, the motion passed unanimously.

Commissioner Martinez motioned to move to Item 11A. Commissioner Howell seconded. Upon a called vote, the motion passed unanimously. At this time, the Commission moved to item 11A.

9. CONSENT AGENDA:

- a. Approval of Minutes for Meeting(s) held September 19, 2023.
Commissioner Martinez motioned to approve item 9A. Commissioner Garcia seconded. Upon a called vote, the motion passed unanimously.

10. MANAGEMENT ITEMS:

a. Public Hearing: Fiscal Year 37 (2024) Needs Assessment for the County of Hidalgo Urban County Program

Mayor Montoya opened the public hearing at 8:04 P.M.

Mr. Rolando with Area Agency on Aging stated they have a waitlist of 4 months to 10 months as opposed to 1 year in previous years. They offer homemaking services, health maintenance and residential repairs. At a question from Mayor Pro-Tem Saldana, Mr. Rolando stated that the residents must be 62 and above, resident of Mercedes, and low income. CDBG funding has limitations and requirement residents need to meet. This will assist residents of Mercedes inside and outside city limits.

Mayor Closed the public hearing at 8:09 P.M.

b. Approval to renew member terms to the Mercedes Historic Preservation Commission.

Ms. Vidales stated 3 members terms expire in October. Pedro Ayala, Architect, Tracy White, Broker, and Lorri Merchant. Commissioner Martinez motioned to renew. Commissioner Garcia seconded. At a question, Ms. Vidales stated there are a total of 7 members and 2 alternates. They are currently missing 2 members and 1 alternate. Upon a called vote, the motion assed unanimously.

c. Approval of appointment/reappointment of member to the Keep Mercedes Beautiful Committee.

Commissioner Martinez motioned to appoint Mr. Cruz Lopez. Mayor Pro-Tem Saldana seconded. Upon a called vote, the motion passed unanimously.

11. BIDS/CONTRACTS:

- a. **Authorizing the City Manager and City Attorney to proceed with selecting and contracting an Agent of Record based on the Health Insurance proposals.**

Commissioner Martinez motioned to approve Ortegon Agency as Agent of Record. Mayor Pro-Tem Saldana seconded. Commissioner Garcia abstained from the Vote. Upon a called vote, the motion passed. Four voted for and one Abstained.

At this time, the Commission proceeded with the order of the agenda and moved to item 9A.

12. MONTHLY REPORTS

Monthly reports were provided for the Commission to review. No action required.

13. ADJOURNMENT

Commissioner Martinez motioned to adjourn. Commissioner Garcia seconded. Upon a called vote, the motion passed unanimously. The meeting adjourned at 8:12 P.M.

**MERCEDES CITY COMMISSION
SPECIAL MEETING
OCTOBER 30, 2023 – 6:30 P.M.
MERCEDES CITY HALL – COMMISSION CHAMBERS**

MEMBERS PRESENT:	Dr. Ruben Saldana Armando Garcia Joe Martinez Dr. Jacob Howell	Mayor Pro-Tem Commissioner Commissioner Commissioner
MEMBERS ABSENT:	Oscar D. Montoya Sr.	Mayor
STAFF PRESENT:	Martie Garcia-Vela Joselynn Castillo Javier Ramirez David Jimenez	City Attorney (Virtual) City Secretary Asst. City Manager I.T Manager

1. CALL MEETING TO ORDER

Mayor Pro-Tem Saldana welcomed everyone and called the meeting to order at 6:33 P.M.

2. ESTABLISH QUORUM

Three members of the Commission were present which constitutes a quorum. Commissioner Martinez arrived after the pledge of allegiance. Mayor Montoya was absent.

3. INVOCATION

Commissioner Howell said the invocation.

4. PLEDGE OF ALLEGIANCE

Commissioner Garcia led in the pledge of allegiance.

5. OPEN FORUM:

No one signed up.

6. CONSENT AGENDA:

a. Approval of Minutes for Meeting(s) held September 26, 2023

Commissioner Garcia motioned to approve item 6A. Commissioner Martinez seconded. Upon a called vote, the motion passed unanimously.

7. ORDINANCES/RESOLUTIONS:

a. Approval of Resolution 2023-18 for the Temporary Closure of State Right-of-Way

Commissioner Martinez motioned to approve. Commissioner Garcia seconded. Upon a called vote, the motion passed unanimously.

b. Approval of Resolution 2023-19 authorizing local funds match for GLO 2019 Floods

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

8. MANAGEMENT ITEMS:

a. Approval of agreement for the Temporary Closure of State Right-of-Way

Commissioner Martinez motioned to approve. Commissioner Garcia seconded. Upon a called vote, the motion passed unanimously.

9. ADJOURNMENT

Commissioner Martinez motioned to adjourn. Commissioner Garcia seconded. Upon a called vote, the motion passed unanimously. The meeting adjourned at 6:38 P.M.



CITY OF MERCEDES
BUDGET AMENDMENT



FUND: 01

BUDGET AMENDMENT# _____

DEPARTMENT: Vehicle Maint

DATE POSTED: _____

Fund	G/L ACCT#	DESCRIPTION	Approved Budget	(Decrease)	Add	Amended Budget
01	532-1010	Full-Time Employees	58,210.00	(34,659.00)		23,551.00
01	532-1100	Pension Contribution	13,488.00	(5,864.00)		7,624.00
01	532-1120	Social Security	6,091.00	(2,656.00)		3,435.00
01	530-4010	Capital Outlay	50,000.00		43,179.00	93,179.00
						-
						-
						-
						-
						-
						-

Justification/Explanation for change:

To cover repairs at the restrooms

Dept Head Requesting change

Finance Dept

Approved: _____
City Manager

Mayor

Item 7C

CITY OF MERCEDES
BUDGET AMENDMENT

FUND: 01

BUDGET AMENDMENT# _____

DEPARTMENT: _____

DATE POSTED: _____

Fund	G/L ACCT#	DESCRIPTION	Approved Budget	(Decrease)	Add	Amended Budget
01	534-2505	Building	10,000.00	(10,000.00)		-
01	534-2506	Parks Maint	10,000.00	(10,000.00)		-
01	534-2520	Equipment Maint	13,000.00	(13,000.00)		-
01	534-2555	Swimming Pool	3,000.00	(3,000.00)		-
01	534-3020	Chemicals	4,000.00	(4,000.00)		-
01	534-3045	Minor Tools	2,000.00	(2,000.00)		-
01	534-3060	Safety	2,500.00	(1,000.00)		1,500.00
01	520-1010	Full-Time employees			29,388.00	29,388.00
01	520-1100	Pension Contribution			4,985.00	4,985.00
01	520-1120	Social Security			2,252.00	
01	520-1160	Health & Life Insurance			6,375.00	6,375.00

Justification/Explanation for change:

Dept Head Requesting change

Finance Dept

Approved: _____
City Manager

Mayor

RESOLUTION: 2023-20

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 CHRISTMAS 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 DECEMBER 8, 2023 for activities associated with The Christmas Parade from 5:00 PM until 09:00 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 City Commission held on the 7TH of November 2023, this resolution was adopted in accordance with Chapter 43, Texas Administrative Code, Section 22.12, and to comply with the rules and procedures established by said chapter and section, and the City Manager is hereby authorized to sign the temporary right of way closure agreement with the State of Texas. This resolution is adopted so that THE CHRISTMAS PARADE may be conducted on November 12, 2022 in the Agreement for the Temporary Closure of State Right of Way (43 TAC, Section 22.12).

Passed and approved on this the 7th Day of November, 2023.

Oscar Montoya, Mayor

ATTEST:

Joselynn Castillo, City Secretary

RESOLUTION: 2023-21

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 3800 – 400 Block of West Business 83 (Eastbound ½ closure), 200 - 1000 Block of S. Texas Ave. (Southbound & Northbound full closure.), 400 – 100 Block West Tenth St. (Eastbound & Westbound full closure), 100 – 700 Block of East Tenth St. (Eastbound & Westbound full closure), 1000 – 500 Block of S. FM 491 Rd. (Southbound ½ closure), 700 – 500 East Fifth St. (Westbound & Eastbound full closure), 500 – 200 Block of Guadalupe Wally Prado Jr. St. (Northbound & Southbound full closure), 500 – 8000 East Business 83 (Eastbound ½ closure) FOR ACTIVITIES ASSOCIATED WITH THE INAUGURAL SOUTH TEXAS INTERNATIONAL MARATHON 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 DECEMBER 3, 2023 for activities associated with the Inaugural South Texas International Marathon from operation peak hours 04:00 AM to 01:30 PM. (Note: Operation hours subject to change).

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 7th of November 2023, this resolution was adopted in accordance with Chapter 43, Texas Administrative Code, Section 22.12, and to comply with the rules and procedures established by said chapter and section, and the City Manager is hereby authorized to sign the temporary right of way closure agreement with the State of Texas. This resolution is adopted so that the INAUGURAL SOUTH TEXAS INTERNATIONAL MARATHON EVENT may be conducted on December 3, 2023 in the Agreement for the Temporary Closure of State Right of Way (43 TAC, Section 22.12).

Passed and approved on this the 7th Day of November, 2023.

Oscar Montoya, Mayor

ATTEST:

Joselynn Castillo, City Secretary

RESOLUTION NO. 2023-22

A RESOLUTION OF THE CITY OF MERCEDES TO ADOPT A RESOLUTION ENSURING MEMBERS OF THE PUBLIC ARE PROVIDED THE OPPORTUNITY TO SPEAK ON MERCEDES CITY COMMISSION AGENDA IN ORDER TO HEAR PUBLIC INPUT REGARDING AGENDA ITEMS BY SETTING INSTRUCTIONS AND RULES OF PROCEDURE AND IN ORDER TO COMPLY WITH TEXAS GOVERNMENT CODE SECTION 551.007.

WHEREAS, The City of Mercedes Code of Ordinances, provides the detailed procedures and order of business for the City of Mercedes City Commission meetings; and

WHEREAS, the current Ordinance provides the audience an opportunity to address the Commission during Public Hearings; and

WHEREAS, the City Commission believes that it is important to ensure they hear from members of the public on the topics the Commission has on the agenda; and

WHEREAS, Texas Government Code Section 551.007 requires that members of the public have the right to address the City Commission at an open meeting; and

WHEREAS, Texas Government Code 551.007 (c) allows a governmental body to adopt reasonable rules regarding the public's right to address the body under this section, including rules that limit the total amount of time that a member of the public may address the body on a given item.

NOW THEREFORE, BE IT RESOLVED THAT THE CITY COMMISSION OF THE CITY OF MERCEDES, TEXAS WILL DO THE FOLLOWING:

Set forth rules regarding the public's right to address the body in open forum.

PROCEDURE & RULES:

1. In order to address the City Commission during the Open Forum portion of the agenda, you must first complete the form and give it to the City Secretary 10 minutes prior to the start of the meeting. Topics to be discussed must be limited to items on the agenda. Forms will not be accepted after 10 minutes prior to the start of the meeting. (Form is available in city council chambers prior to scheduled city council meetings.)
2. Please remember to step to the podium when you are recognized by the Mayor and state your name and address before beginning your presentation. If speaking on behalf of an organization or other group, identify the group represented.
3. All presentations by citizens are limited to no more than three (3) minutes.
4. In order to ensure that meetings are conducted in an efficient manner. Maximum length of time of forum is 30 minutes with individual presentations limited to a maximum of two minutes. Presentations will be made in the order completed participation forms are received.

5. If you have written remarks or printed material you wish to present to the City Commission, please furnish them to the City Secretary.
6. Speakers should address all remarks to the City Commission as a whole, not to individual members.
7. All persons who complete a Citizen Open Forum Participation Form, whether or not allowed to speak, may submit written comments or exhibits to the City Secretary.
8. No shouting or cursing is allowed at City Commission meetings. Purposefully disrupting a public meeting is a violation of state law and may result in the offending party being made to leave the meeting and can lead to criminal charges.
9. Employee exception to OPEN FORUM: All comments regarding an employee are strictly prohibited. Any complaints regarding an employee would need to be addressed to the City Manager's Office during normal business hours.

PASSED AND APPROVED BY THE CITY COMMISSION OF THE CITY OF MERCEDES, TEXAS ON THIS 7TH DAY OF NOVEMBER, 2023.

ADMINISTRATION

Rolando Garza, Chief Appraiser
Jorge Gonzalez, Asst. Chief Appraiser
Brent E Cavazos, Associate Chief Appraiser
PO Box 208
Edinburg, TX 78540-0208
(956) 381-8466 (956) 565-2461



www.hidalgoad.org

BOARD OF DIRECTORS

Albert D. Cardenas Chairman
Joe D. Olivarez Vice-Chairman
Amador Requenez Secretary
Richard A. Garza Member
Eddy Betancourt Member
Pablo "Paul" Villarreal, Jr. Member

October 25, 2023

City of Mercedes Secretary
Ms. Joselynn Castillo
400 S. Ohio
Mercedes TX 78570

Dear Ms. Castillo,

As prescribed by Section 6.03 of the Texas Property Tax Code (TPTC), enclosed you will find the "Official Ballot" with the candidates' names and the number of votes you are authorized to cast in the election for the Board of Directors of the Hidalgo County Appraisal District. In addition, I have provided a condensed biography of each candidate that provided such and a list of the total vote distribution for all voting entities.

Five (5) Board of Directors are elected by vote of the eligible taxing units that participate in the District, which governs the Hidalgo County Appraisal District. In addition to the five (5) elected Board of Directors, the County Tax/Assessor-Collector, Mr. Pablo "Paul" Villarreal Jr., serves as a non-voting Director.

The governing body of each eligible taxing unit may cast all its votes for one (1) candidate or distribute the votes among any number of candidates. Each voting unit shall determine its vote by written resolution and submit it to the Chief Appraiser **Before December 15th**. Please note that there is no provision for write-in candidates. Therefore, any vote cast for someone not listed on the ballot will be discarded.

The Chief Appraiser will count all timely submitted votes, declare the five candidates that receive the largest cumulative vote totals elected, and submit the results before December 31st to the governing body of all taxing units in the District and to the candidates.

Should you have any additional questions, please do not hesitate to contact me.

Sincerely,

Rolando Garza, RPA
Chief Appraiser

RG:plg

Enclosures

HIDALGO COUNTY APPRAISAL DISTRICT



ADMINISTRATION
 Rolando Garza, Chief Appraiser
 Jorge Gonzalez, Asst. Chief Appraiser
 Brent E Cavazos, Associate Chief Appraiser
 PO Box 208
 Edinburg, TX 78540-0208
 (956) 381-8466 (956) 565-2461

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 Albert D. Cardenas Chairman
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 Amador Requenez Secretary
 Richard A. Garza Member
 Eddy Betancourt Member
 Pablo "Paul" Villarreal, Jr. Member

www.hidalgoad.org

<p>Hidalgo County Appraisal District 4405 S. Professional Drive PO Box 208 Edinburg TX 78540-0208 OFFICIAL BALLOT Election 2024-2025 Appraisal District Board of Directors</p>	
Entity: City of Mercedes	Authorized Votes: 30
Nominee	# of Votes
Betancourt, Eddie	
Cardenas, Albert	
Castillo, Fernando	
Chapa Mario	
Garcia, Pete	
Garza, Richard A.	
Gutierrez, Uvaldo	
Lozano, Antonio	
Olivarez, Joe D.	
Requenez, Amador	
Saldana, Ruben	

 Date Resolution Passed (attach resolution)

 Authorized Representative

cc: Finance Director of each entity

RESOLUTION NO. 2023-23

WHEREAS, The Chief Appraiser of Hidalgo County Appraisal District has called for the election of the Hidalgo County Appraisal District Board of Directors; and,

WHEREAS, The City of Mercedes, Texas is entitled to cast a total of 30 votes in said election; and

WHEREAS, Ballots must be returned by December 15, 2023 which is the deadline for accepting votes.

NOW, THEREFORE, BE IT RESOLVED by the City of Mercedes, Texas that the City does hereby cast 30 votes for the following candidates for Hidalgo County Appraisal Board of Directors for 2024-2025:

- Eddy Betancourt ___ Votes
- Albert Cardenas ___ Votes
- Fernando Castillo ___ Votes
- Mario Chapa ___ Votes
- Pedro "Pete" Garcia ___ Votes
- Richard A. Garza ___ Votes
- Uvaldo Gutierrez ___ Votes
- Antonio Lozano ___ Votes
- Joe D. Olivarez ___ Votes
- Amador Requenez ___ Votes
- Ruben Saldana ___ Votes

READ, PASSED, AND APPROVED at a regular meeting of the City Commissioners of the City of Mercedes, Texas, on this the 7th day of November, 2023.

ATTEST:

Oscar D. Montoya, Mayor
City of Mercedes, Texas

Joselynn Castillo, City Secretary



AGENDA ITEM NO. 10A

CONSENT ITEM: YES

DATE: November 7, 2023

FROM: Orlando Diaz, Lieutenant, Mercedes Police Department

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

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

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT:

Proposed Expenditure/(Revenue):

Account Number(s):

\$ (To Be Determined)

01-522-1011

Finance Review by:

LEGAL REVIEW:

ATTACHMENTS:

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

DRAFT MOTION:

STATE OF TEXAS §

COUNTY OF §

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

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

WITNESSETH

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

WHEREAS, the City has requested the temporary closure of (Texas Ave.), from 600 Block of S. Texas Ave. to the 1000 Block of N. Texas Ave. for the purpose of The Christmas 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 7th day of November of 2023, the City Commission of the City of Mercedes, Texas passed Resolution _____ / Ordinance No. _____, attached hereto and identified as "Exhibit B," establishing that the Event serves a public purpose and authorizing the City to enter into this agreement with the State; and

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

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.

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

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.

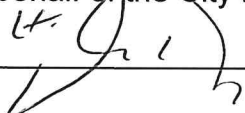
Article 13. SOLE AGREEMENT

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: November 7, 2023

Typed or Printed Name and Title: Orlando Diaz

Lieutenant

THE STATE OF TEXAS

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

By _____
District Engineer

Date _____

By _____
Director of Maintenance

Date _____

Agreement No. _____

Exhibit A

(SEE ATTACHED ROUTE MAP AND ROAD CLOSURES)



MERCEDDES POLICE DEPARTMENT

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

Francisco J. Sanchez
Interim Chief of Police

Tuesday, November 7, 2023

To: Texas Department of Transportation

From: Lieutenant Orlando Diaz

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

Exhibit A

ROAD CLOSURE EVENT NAME AND DATE

NAME: THE CHRISTMAS PARADE

DATE OF CLOSURE: FRIDAY, DECEMBER 8, 2023

TIME OF CLOSURE: 5:00 P.M. – 09:00 P.M.

Lt. Orlando Diaz

Mayor

City Manager

Commissioners

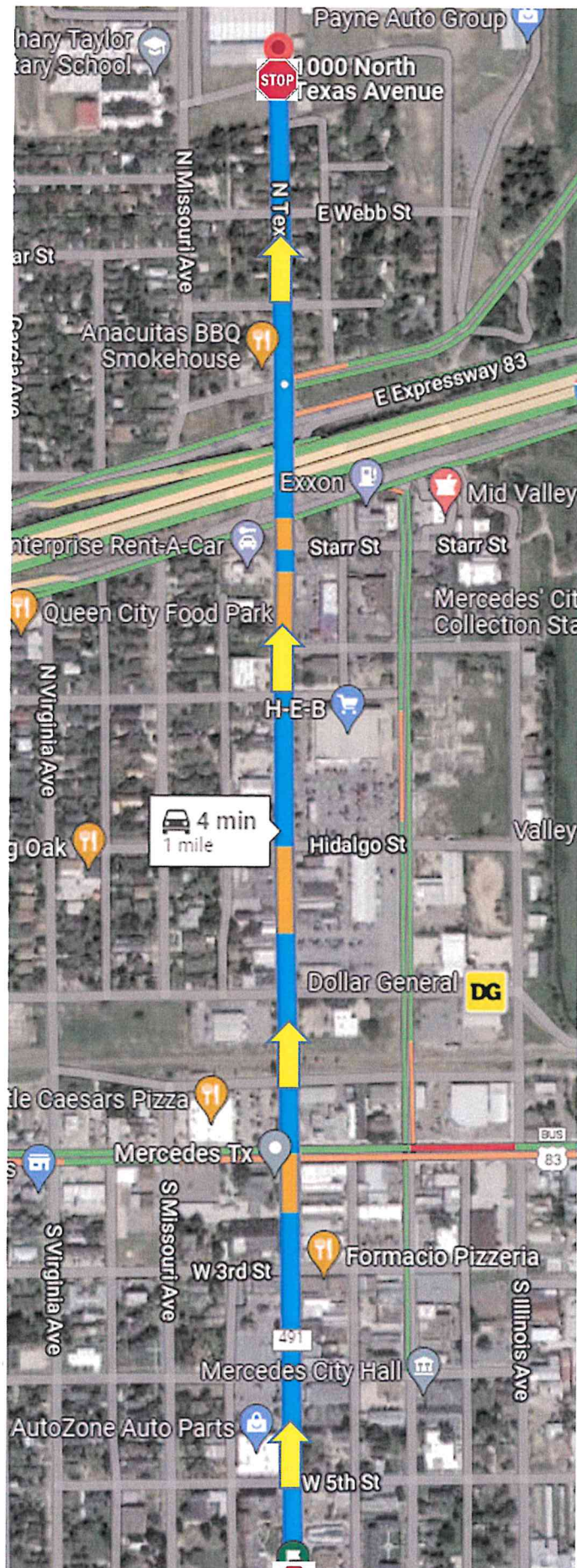
Good evening,

As an agreement made between TXDOT and The City of Mercedes Police Department is requesting that this resolution be passed for a temporary road closure permit for The Christmas Parade which will be held on Friday, December 8, 2023, at 07:00 P.M. Road closures will start at 05:00 PM and end at approximately 09:00 PM. It will start at the 600 Block of South Texas Avenue and will go north on Texas up to the Rio Grande Valley Livestock Show located at 1000 N. Texas Ave.

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

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

Christmas Parade – Map Route



Christmas Parade 2023

Friday, December 8, 2023

(Traffic Control)

05:00 PM – 09:00 PM

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

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 CHRISTMAS 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 DECEMBER 8, 2023 for activities associated with The Christmas Parade from 5:00 PM until 09:00 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 City Commission held on the 7TH of November 2023, this resolution was adopted in accordance with Chapter 43, Texas Administrative Code, Section 22.12, and to comply with the rules and procedures established by said chapter and section, and the City Manager is hereby authorized to sign the temporary right of way closure agreement with the State of Texas. This resolution is adopted so that THE CHRISTMAS PARADE may be conducted on November 12, 2022 in the Agreement for the Temporary Closure of State Right of Way (43 TAC, Section 22.12).

Passed and approved on this the 7th Day of November, 2023.

Oscar Montoya, Mayor

ATTEST:

Joselynn Castillo, City Secretary

Exhibit C

(SEE ATTACHED TRAFFIC CONTROL AGREEMENT)



MERCEDES POLICE DEPARTMENT

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

Francisco J. Sanchez
Interim Chief of Police

Tuesday, November 7, 2023

To: Texas Department of Transportation

From: Lieutenant Orlando Diaz

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

Exhibit C

The Mercedes Public Safety Department will be providing law enforcement personnel to conduct traffic control for the Christmas Parade. The parade is being held on Friday, December 8, 2023 and it is scheduled to begin at 07:00 P.M.

Lt. Orlando Diaz



Certificate of Coverage

TMLIRP Contract Number:	9694
Member:	
Mercedes Ms. Joselynn Castillo City Secretary PO Box 837 Mercedes, Texas 78570-0837	

Company Affording Coverage: Texas Municipal League Intergovernmental Risk Pool (TMLIRP) PO Box 149194 Austin, TX 78714-9194 (512) 491-2300 or (800) 537-6655 Fax: (512) 491-2404
--

Certificate Holder: The American Legion 321 S Ohio Ave Mercedes, TX 78570

This is to certify that the coverages listed below have been provided to the member and are in effect at this time. Notwithstanding any requirements, terms, or conditions of any other contract or agreement with respect to which this certificate may be issued or may pertain, the coverage afforded by TMLIRP described herein is subject only to the terms, exclusions and additions of TMLIRP's coverage contracts between TMLIRP and its member(s). Coverage is continuous until canceled.

General Liability Effective Date: 10/1/2023 Anniversary Date: 10/1/2024 Limits of Liability (Each Occurrence): \$1,000,000 Sudden Events Involving Pollution (Each Occurrence): \$1,000,000 Annual Aggregate: \$2,000,000 Deductible per Occurrence: \$0 Law Enforcement Liability Effective Date: _____ Anniversary Date: _____ Limits of Liability (Each Occurrence): _____ Annual Aggregate: _____ Deductible per Occurrence: _____ Errors and Omissions Liability Effective Date: _____ Anniversary Date: _____ Limits of Liability(Each Wrongful Act): _____ Annual Aggregate: _____ Deductible per Occurrence: _____	Real & Personal Property Effective Date: _____ Anniversary Date: _____ Limits of Coverage: _____ Deductible per Occurrence: _____ Mobile Equipment Effective Date: _____ Anniversary Date: _____ Limits of Coverage: _____ Deductible per Occurrence: _____ Boiler & Machinery - Broad Form Effective Date: _____ Anniversary Date: _____ Per Accident Limit: _____ Deductible per Occurrence: _____																																	
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Mortgagee																																		
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Loan Number:																																		
Auto Liability Effective Date: _____ Anniversary Date: _____ Limits of Liability (Each Occurrence): _____ Deductible per Occurrence: _____ Auto Physical Damage Effective Date: _____ Anniversary Date: _____ Limits of Liability: _____ Collision Deductible: _____ Comprehensive Deductible: _____	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 40%;">Year/Make/Model</th> <th style="width: 20%;">VIN</th> <th style="width: 40%;">Value</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>	Year/Make/Model	VIN	Value																														
Year/Make/Model	VIN	Value																																
Loss Payee: <input type="checkbox"/> Yes <input type="checkbox"/> No	Loan Number: _____																																	

DESCRIPTION:
Evidence of Coverage

Cancellation: Should any of the above described coverages be canceled before the anniversary date thereof, TMLIRP will endeavor to mail 30 days written notice to the above named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon TMLIRP.

Authorized Representative: Jonathan Summey

Date Issued:

10/26/2023

CONSENT ITEM: YES

DATE: November 7, 2023**FROM:** Orlando Diaz, Lieutenant Mercedes Police Department**ITEM:** **Approval of Agreement for the Temporary Closure of State Right-of-Way**

BACKGROUND INFORMATION: The Mercedes Police Department respectfully requests the approval of Agreement for the Temporary Closure of State Right-of-Way in order to aid with Traffic Control during the Inaugural South Texas International Marathon Event.

This unique course will begin promptly at 07:00 AM on Sunday, December 3, 2023 taking runners 26.2 miles through five cities and two counties in 6 ½ hours! This Boston Qualifier marathon will make its start at the "Heart of the Valley", in Donna, Texas. Runners will then cross through historic downtown areas of Weslaco, Mercedes and La Feria. The grand finish line will be at the city of Harlingen, the "Capital of the Valley".

BOARD REVIEW/CITIZEN FEEDBACK: N/A**ALTERNATIVES/OPTIONS:** N/A**FISCAL IMPACT:****Proposed Expenditure/(Revenue):****Account Number(s):**\$ Pending

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

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

DRAFT MOTION:

STATE OF TEXAS §
COUNTY OF §

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

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

WITNESSETH

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

WHEREAS, the City has requested the temporary closure of the 3800 – 400 Block of West Business 83 (Eastbound ½ closure), 200 - 1000 Block of S. Texas Ave. (Southbound & Northbound full closure), 400 – 100 Block West Tenth St. (Eastbound & Westbound full closure), 100 – 700 Block of East Tenth St. (Eastbound & Westbound full closure), 1000 – 500 Block of S. FM 491 Rd. (Southbound ½ closure), 700 – 500 East Fifth St. (Westbound & Eastbound full closure), 500 – 200 Block of Guadalupe Wally Prado Jr. St. (Northbound & Southbound full closure), 500 – 8000 East Business 83 (Eastbound ½ closure) for the purpose of the Inaugural South Texas International Marathon Event, as described in the attached "Exhibit A," hereinafter identified as the "STIM 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 7th day of November of 2023, 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.

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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.

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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.

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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>400 South Ohio Avenue, Mercedes, TX</u> <u>78570</u>	<u>Texas Department of Transportation</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.

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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: November 7, 2023

Typed or Printed Name and Title: Orlando Diaz

Lieutenant

THE STATE OF TEXAS

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

By _____ Date _____
District Engineer

By _____ Date _____
Director of Maintenance

Exhibit A

(SEE ATTACHED ROUTE MAP AND ROAD CLOSURES)



MERCEDES POLICE DEPARTMENT

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

Francisco J. Sanchez
Interim Chief of Police

Tuesday, November 7, 2023

To: Texas Department of Transportation

From: Lieutenant Orlando Diaz

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

Exhibit A

ROAD CLOSURE EVENT NAME AND DATE

NAME: INAUGURAL SOUTH TEXAS INTERNATIONAL MARATHON EVENT

DATE OF CLOSURE: SUNDAY, DECEMBER 3, 2023

TIME OF CLOSURE: 04:00 A.M. – 01:30 P.M. *(Note: Operation hours subject to change)*

Lt. Orlando Diaz

Mayor

City Manager

Commissioners

Good evening,

As an agreement made between TXDOT and the Mercedes Public Safety Department we are requesting that this resolution be passed for a temporary road closure permit for the Inaugural South Texas International Marathon Event which will be held on Sunday, December 3, 2023. Road closures will be between 04:00 AM – 01:30 PM (*Note: Operation hours subject to change*) to aid with Traffic Control entering the City of Mercedes.

WHEREAS, the City has requested the temporary closure of the 3800 – 400 Block of West Business 83 (Eastbound ½ closure), 200 - 1000 Block of S. Texas Ave. (Southbound & Northbound full closure.), 400 – 100 Block West Tenth St. (Eastbound & Westbound full closure), 100 – 700 Block of East Tenth St. (Eastbound & Westbound full closure), 1000 – 500 Block of S. FM 491 Rd. (Southbound ½ closure), 700 – 500 East Fifth St. (Westbound & Eastbound full closure), 500 – 200 Block of Guadalupe Wally Prado Jr. St. (Northbound & Southbound full closure), 500 – 8000 East Business 83 (Eastbound ½ closure) for the purpose of the Inaugural South Texas International Marathon Event, as described in the attached “Exhibit A,” hereinafter identified as the “STIM Event;”

For road closure information and closure avoidance we recommend using the STIM website to avoid complications. <<https://stimarathon.com/marathon/>>

The road closure grid below is based on a 14:50 min/mile pace for the slowest runners.

- There will be large gaps between runners and intersections staffed by law enforcement may wave through traffic, when possible.
- Slower runners might fall behind the re-open times shown below. In such cases, the runners become pedestrians responsible for following normal traffic laws.
- Regular traffic will be allowed on the course by the law enforcement personnel re-opening the course according to the times in the table below.
- Business 83 & S. Main St. to east of the start area is closed to through traffic at the intersection of Salinas Rd. beginning at 3:00am and reopening at 9:30am. The bib will not get anyone through the road closure at Salinas Rd. All runners must take official buses to the start line. Only vehicles taking runners to the start will be allowed past the Salinas Road intersection.
- Texas Department of Public Safety Troopers, Hidalgo County Sheriff’s Office, Cameron County Sheriff’s Office, Donna Police Department, Weslaco Police Department, Mercedes Police Department, La Feria Police Department and Harlingen Police Department mandate the road closures and have ultimate authority on executing the closing and opening of the roads during STIM.
- The road closure schedule below is subject to change on race day.

EVENT SCHEDULE:

4:00am

Gear Check Opens

Gear Check opens at the Finish Line: Harlingen Convention Center.

5:00am

Marathon & Relay First Leg

Marathon & Relay First Leg - Buses depart to Start Line: Donna City Square Park.

5:30am

Second Leg Buses

Second Leg Buses depart to Weslaco East High School.

6:00am

Third Leg Buses

Third Leg Buses depart to Mercedes HEB Park.

6:30am

Fourth Leg Buses

Fourth Leg Buses depart to La Feria City Hall

6:45am

National Anthem

7:00am

Fifth Leg Buses

Fifth Leg Buses depart to Stuart Rd & Bus. 83

7:00am

Marathon & Relay Race Start

9:30am

Champions Alley

(Food & Beer: Runners Only) opens at Harlingen Convention Center.

11am

Marathon Award Ceremony

Marathon Elite Award Ceremony & All Runners Award Ceremony

1:30pm

Finish Line Area Closes

Officers will be assigned to specific areas of concern:

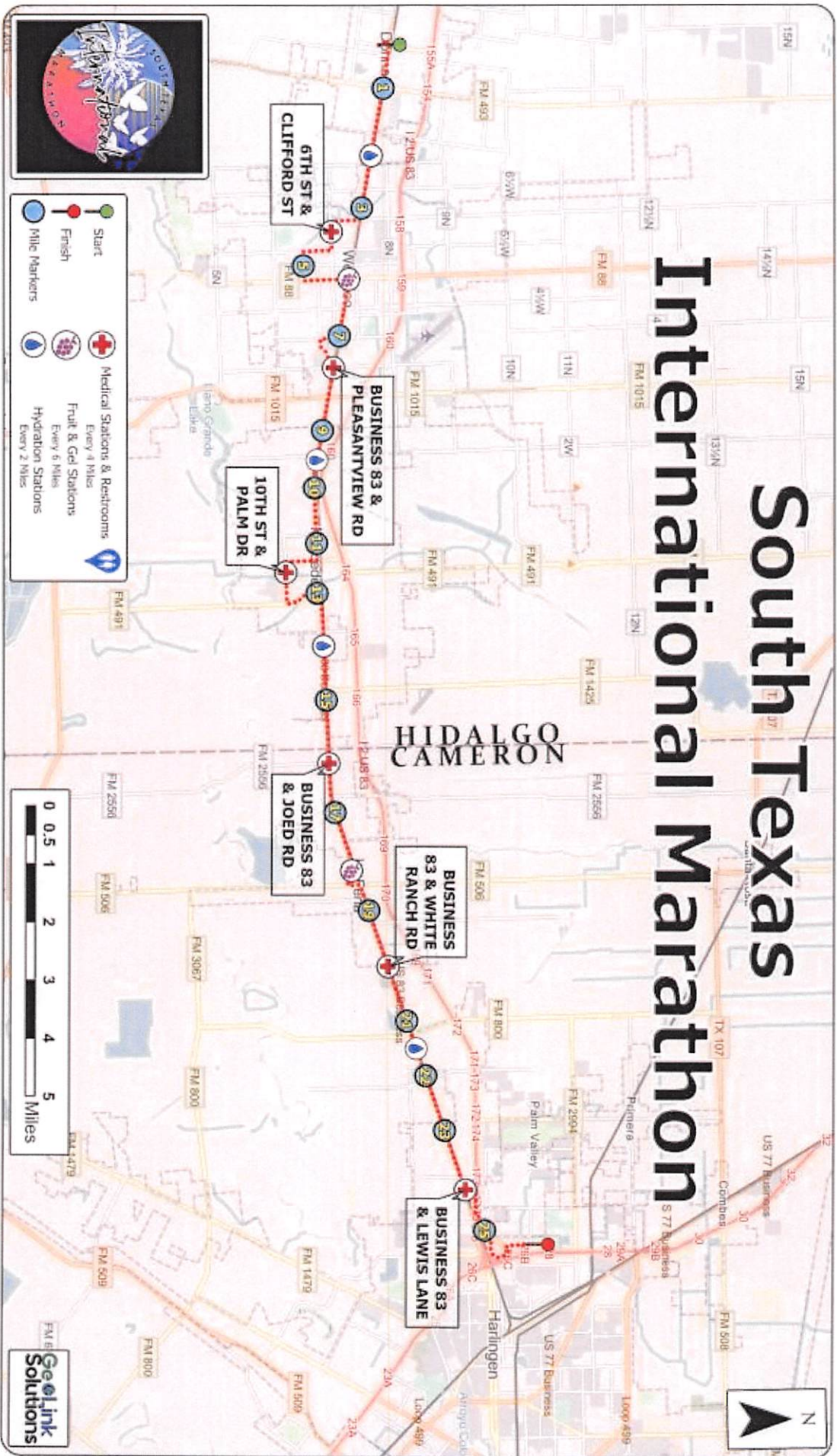
1.	W. Bus. 83 / S. Mile 2 ½ West	26.	E. 10 th St. / Bruce St.
2.	W. Bus. 83 / S. Mile 2 West	27.	E. 10 th St. / Kansas Ave.
3.	W. Bus. 83 / S. Maryland Ave.	28.	E. 10 th St. / Dowler St.
4.	W. Bus. 83 / S. Palm Ave.	29.	E. 10 th St. / Nevada Ave.
5.	W. Bus. 83 / S. Frances Ave.	30.	E. 10 th St. / Chapman St.
6.	W. Bus. 83. / S. Colorado Ave.	31.	E. 10 th St. / FM 491 Rd.
7.	W. Bus. 83 / S. Vermont Ave.		
8.	W. Bus. 83 / S. Indiana Ave.	32.	S. FM 491 Rd. / E. 9 th St.
9	W. Bus. 83 / S. Washington Ave.	33.	S. FM 491 Rd. / E. 8 th St.
10.	W. Bus. 83 / S. Georgia Ave.	34.	S. FM 491 Rd. / E. 7 th St.
11.	W. Bus. 83 / S. Virginia Ave.	35.	S. FM 491 Rd. / E. 5 th St.
12.	W. Bus. 83 / S. Missouri Ave.		
13.	W. Bus. 83 / S. Texas Ave.	36.	E. 5 th St. / Avenue C
		37.	E. 5 th St. / Guadalupe Wally Prado St.
14.	S. Texas Ave. / W. 3 rd St.		
15.	S. Texas Ave. / W. 4 th St.	38.	Guadalupe Wally Prado St. / Alamo St.
16.	S. Texas Ave. / W. 5 th St.	39.	Guadalupe Wally Prado St. / Orange St.
17.	S. Texas Ave. / W. 6 th St.	40.	Guadalupe Wally Prado St. / E. Bus. 83
18.	S. Texas Ave. / W. 8 th St.		
19.	S. Texas Ave. / W. 10 th St.	41.	E. Bus. 83 / S. FM 491 Rd.
		42.	E. Bus. 83 / S. Dawson Rd.
20.	W. 10 th St. / S. Ohio Ave.	43.	E. Bus. 83 / S. Mile 1E. Rd.
21.	W. 10 th St. / S. Illinois Ave.	44.	E. Bus. 83 / Eastland Dr.
22.	W. 10 th St. / S. Palm Dr.	45.	E. Bus. 83 / S. Mile 1 ½ E. Rd.
23.	W. 10 th St. / S. Capisallo Rd.	46.	E. Bus. 83 / Conner St.
		47.	E. Bus. 83 / S. Mile 2E. Rd.
24.	E. 10 th St. / S. Florida Ave.	48.	E. Bus. 83 / S. Mile 2 ½ E. Rd.
25.	E. 10 th St. / Iowa Ave.	49.	E. Bus. 83 / Saenz Ave.
		50.	E. Bus. 83 / S. Mile 3E. Rd.

Additional Patrol Officers will be available to assist if necessary. Patrol division primary duties & responsibilities.

Sunday, December 3, 2023

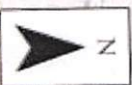
Lt. Orlando Diaz

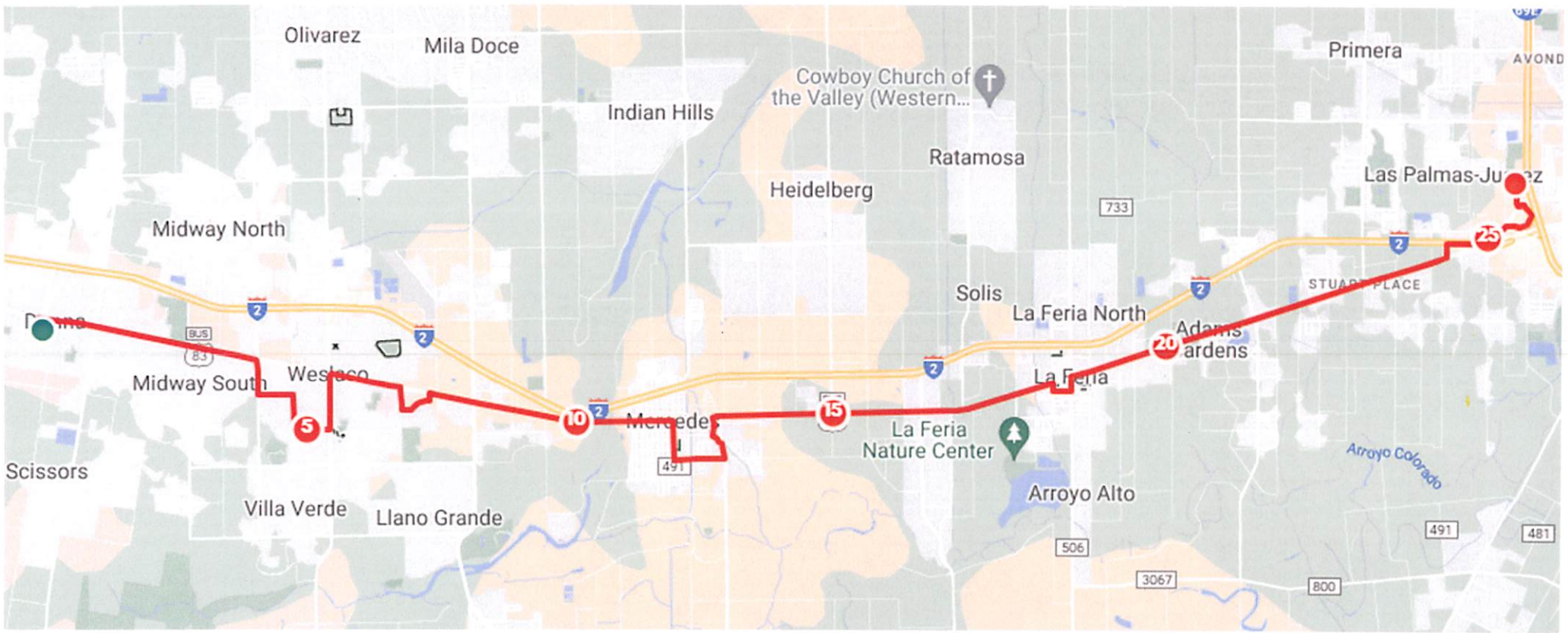
South Texas International Marathon

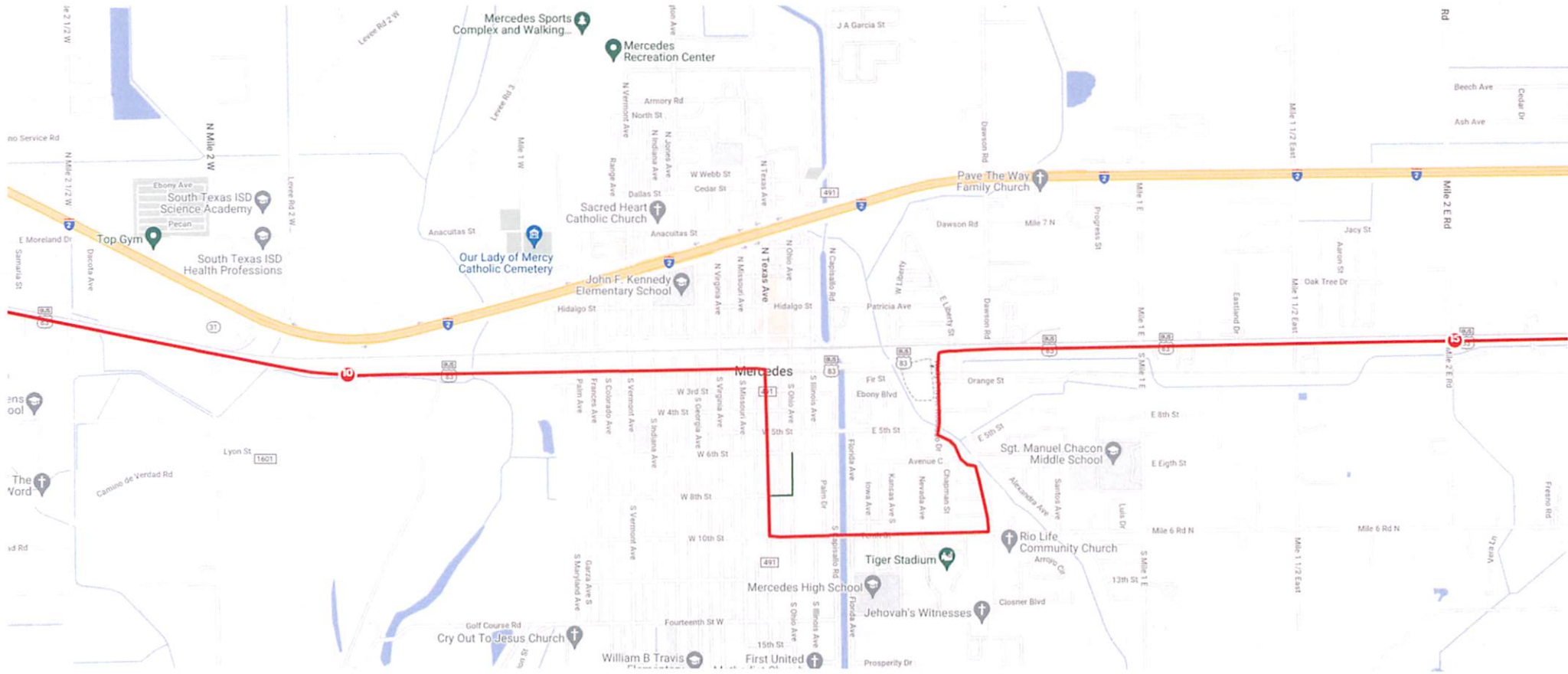


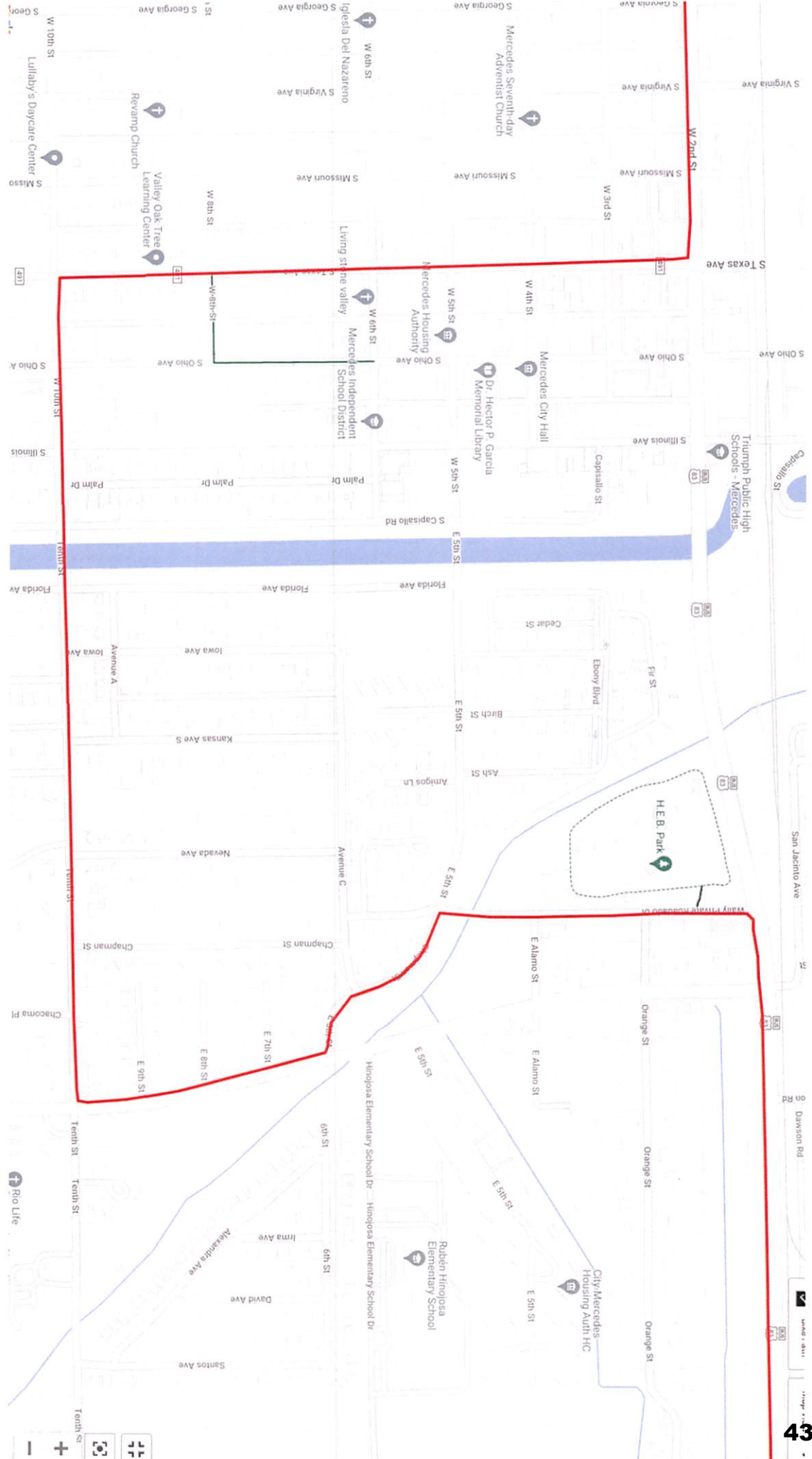
Legend:

- Start (Green circle)
- Finish (Red circle)
- Mile Markers (Blue circle)
- Medical Stations & Restrooms (Red cross)
- Fruit & Gel Stations (Purple circle)
- Hydration Stations (Blue water drop)
- Every 4 Miles (Medical Stations & Restrooms)
- Every 6 Miles (Fruit & Gel Stations)
- Every 2 Miles (Hydration Stations)



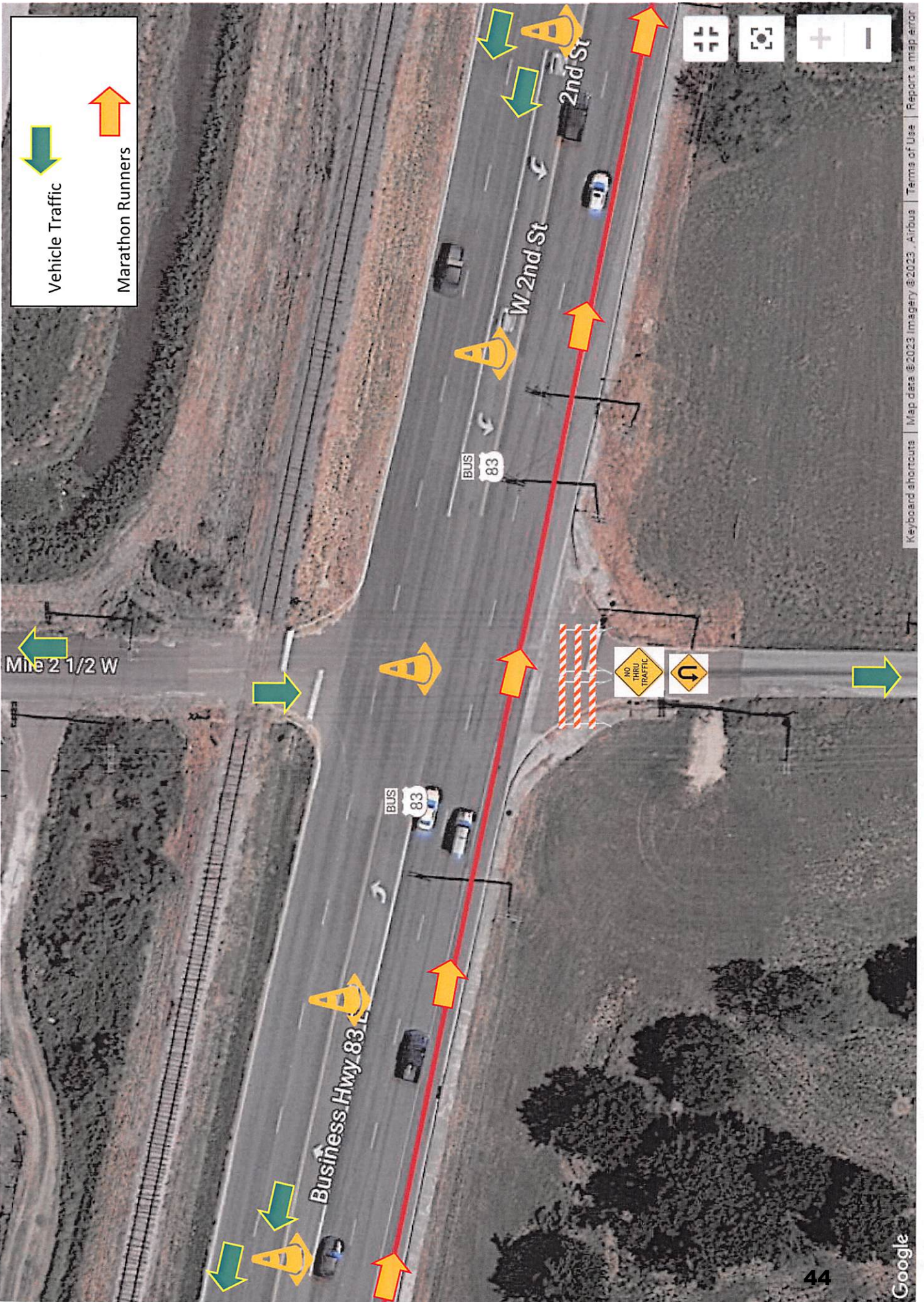








1. W. BUS. 83 & S. MILE 2.5 WEST RD.

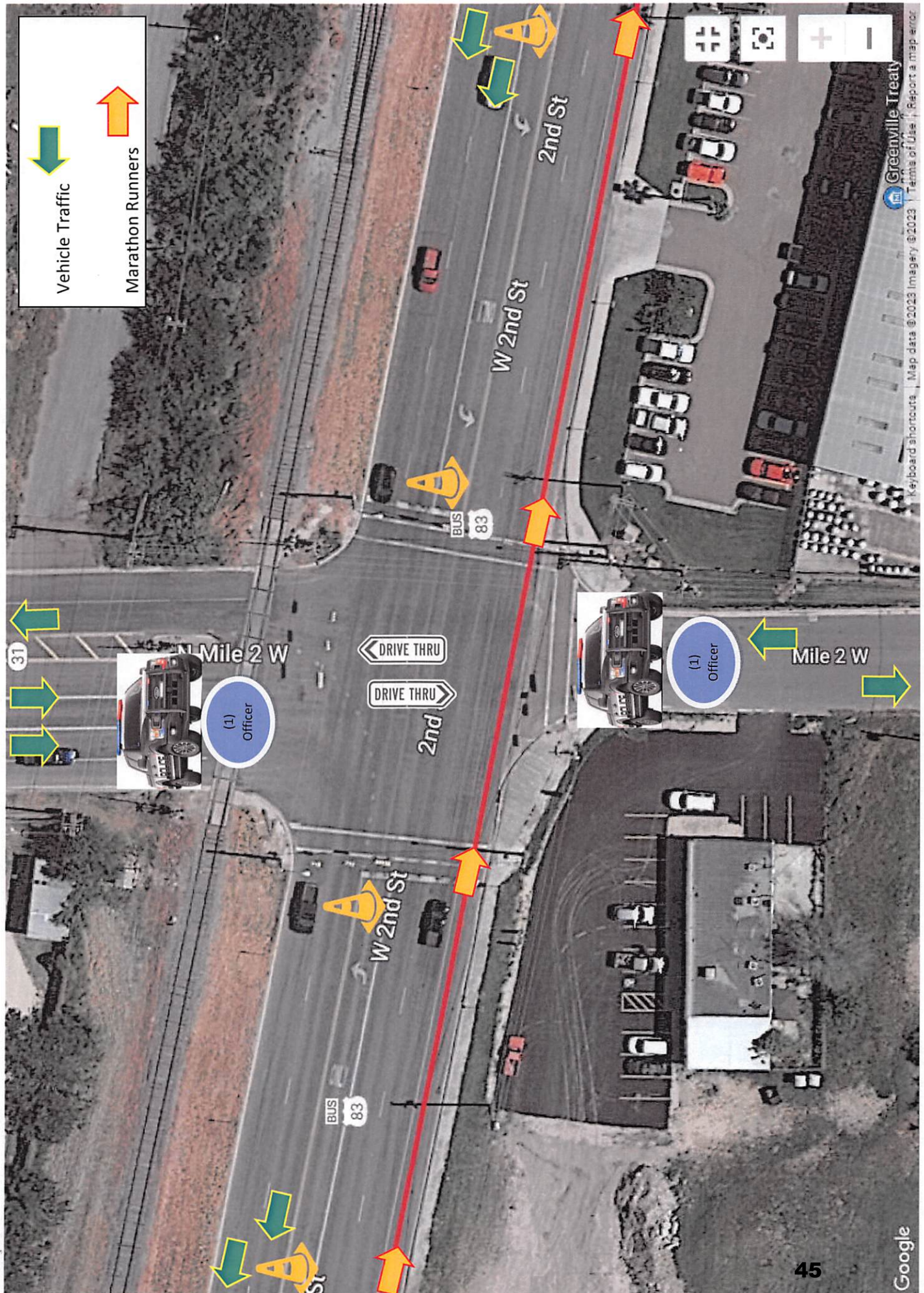


Vehicle Traffic

Marathon Runners



2. W. BUS 83 & S Mile 2 West Rd.



3. W. BUS. 83 & S. MARYLAND AVE.

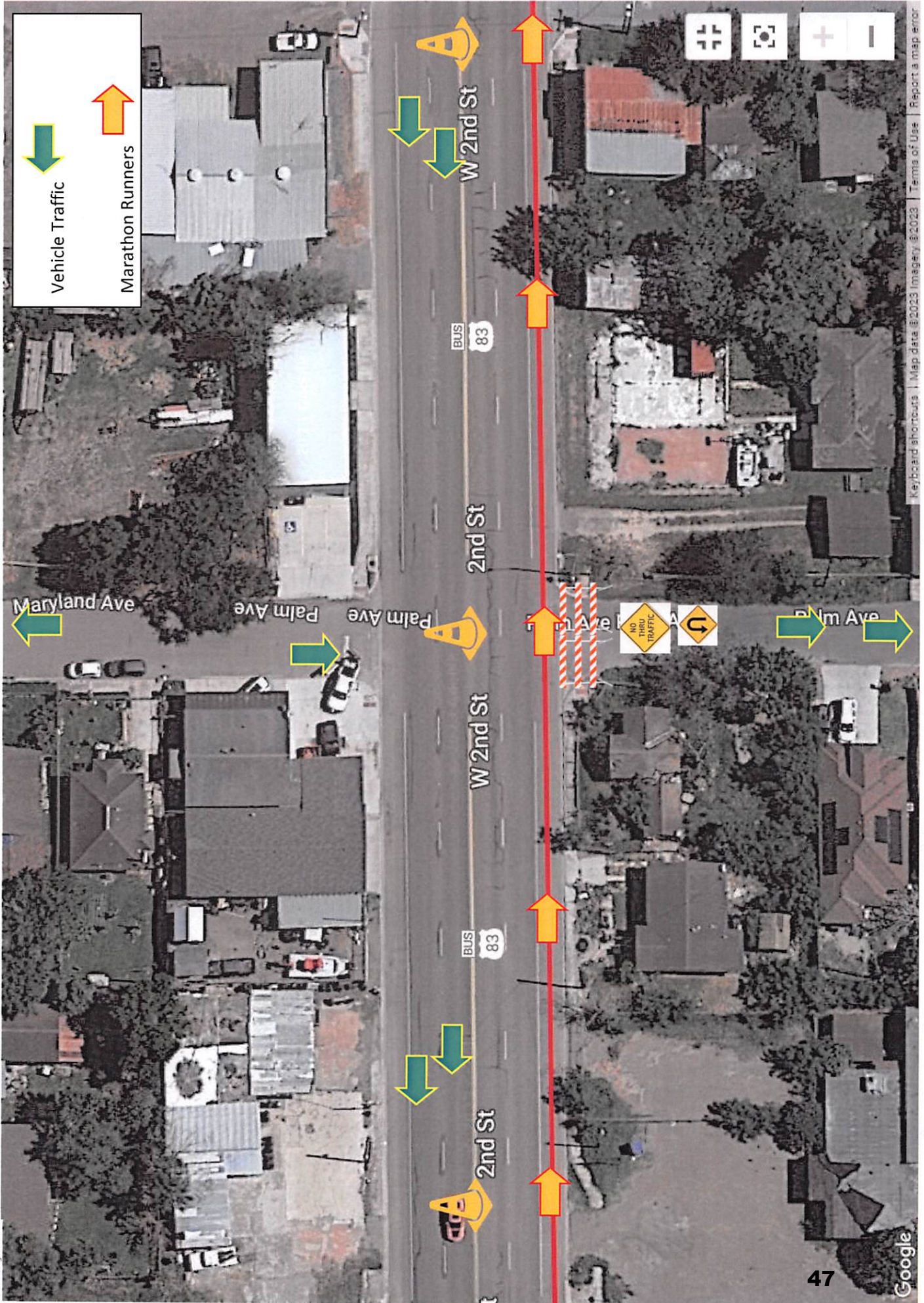


Vehicle Traffic
Marathon Runners

Water Station #5
Bus. 83 & Levee Bridge
Mile Marker 10
Water/Electrolyte: Yes
Fruit/Gels: No
Medical & Toilets: Yes



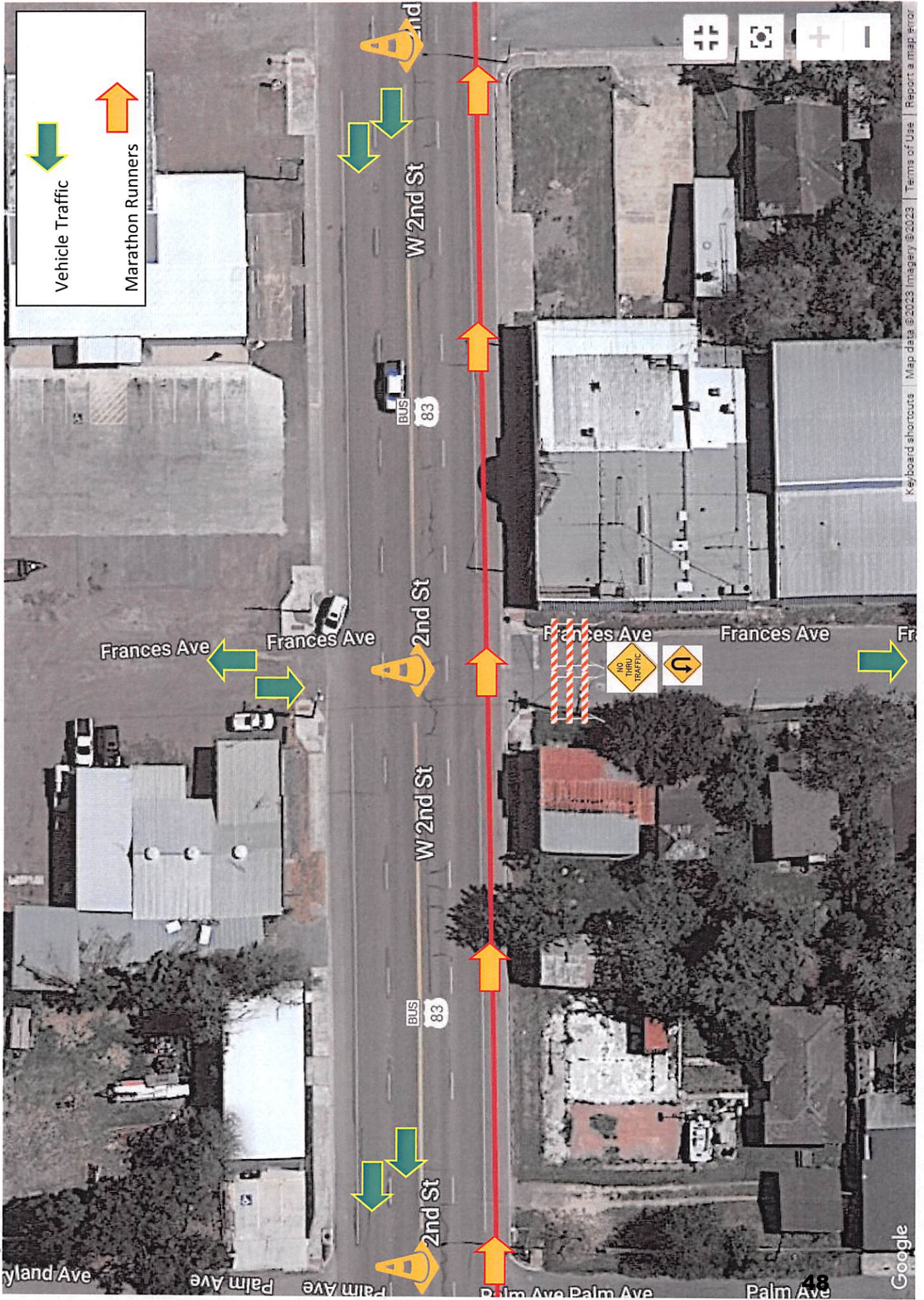
4. W. BUS. 83 & S. PALM AVE.



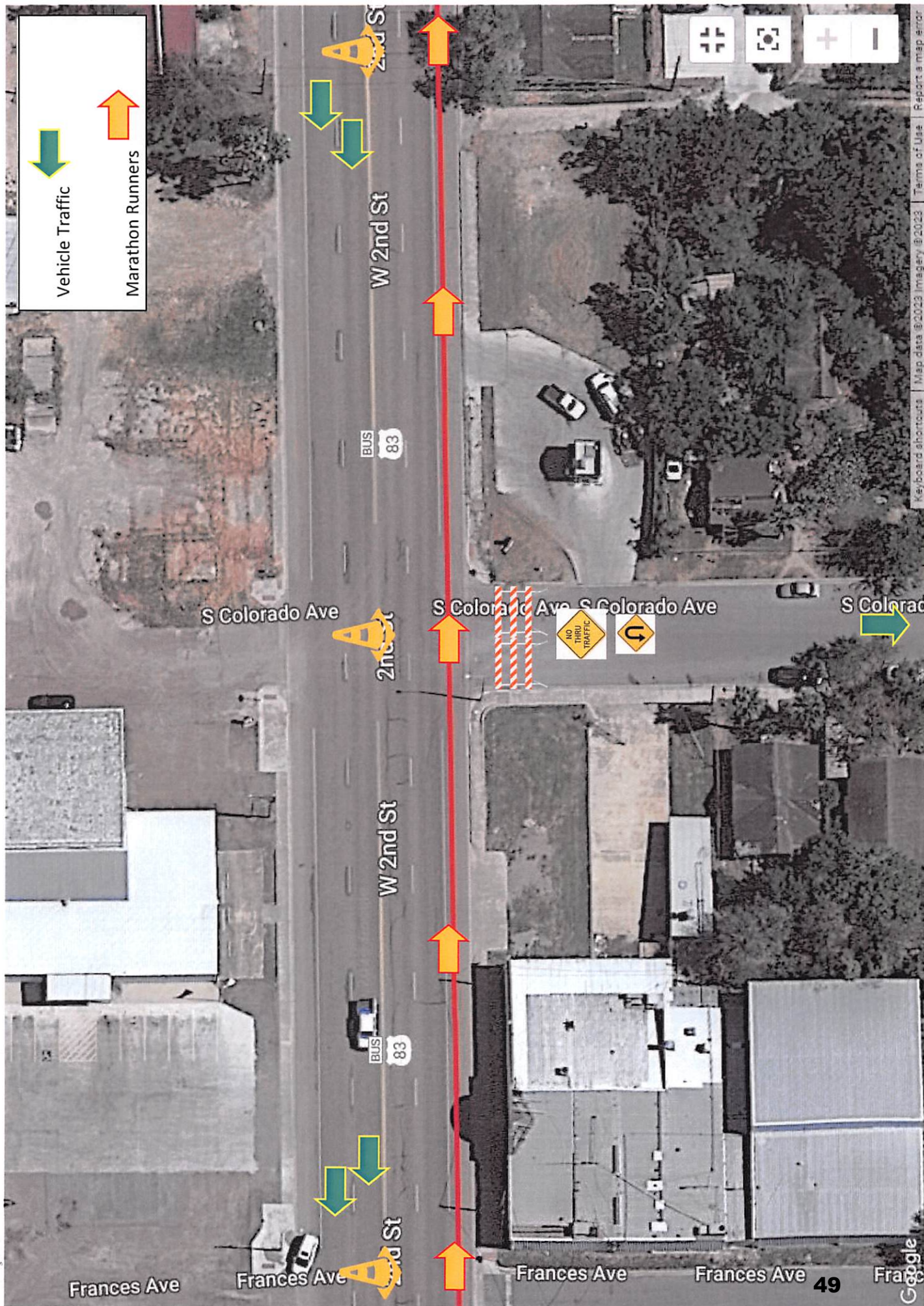
Vehicle Traffic

Marathon Runners

5. W. BUS. 83 & S. FRANCES AVE.

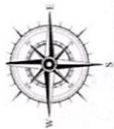


6. W. BUS. 83 & S. COLORADO AVE.

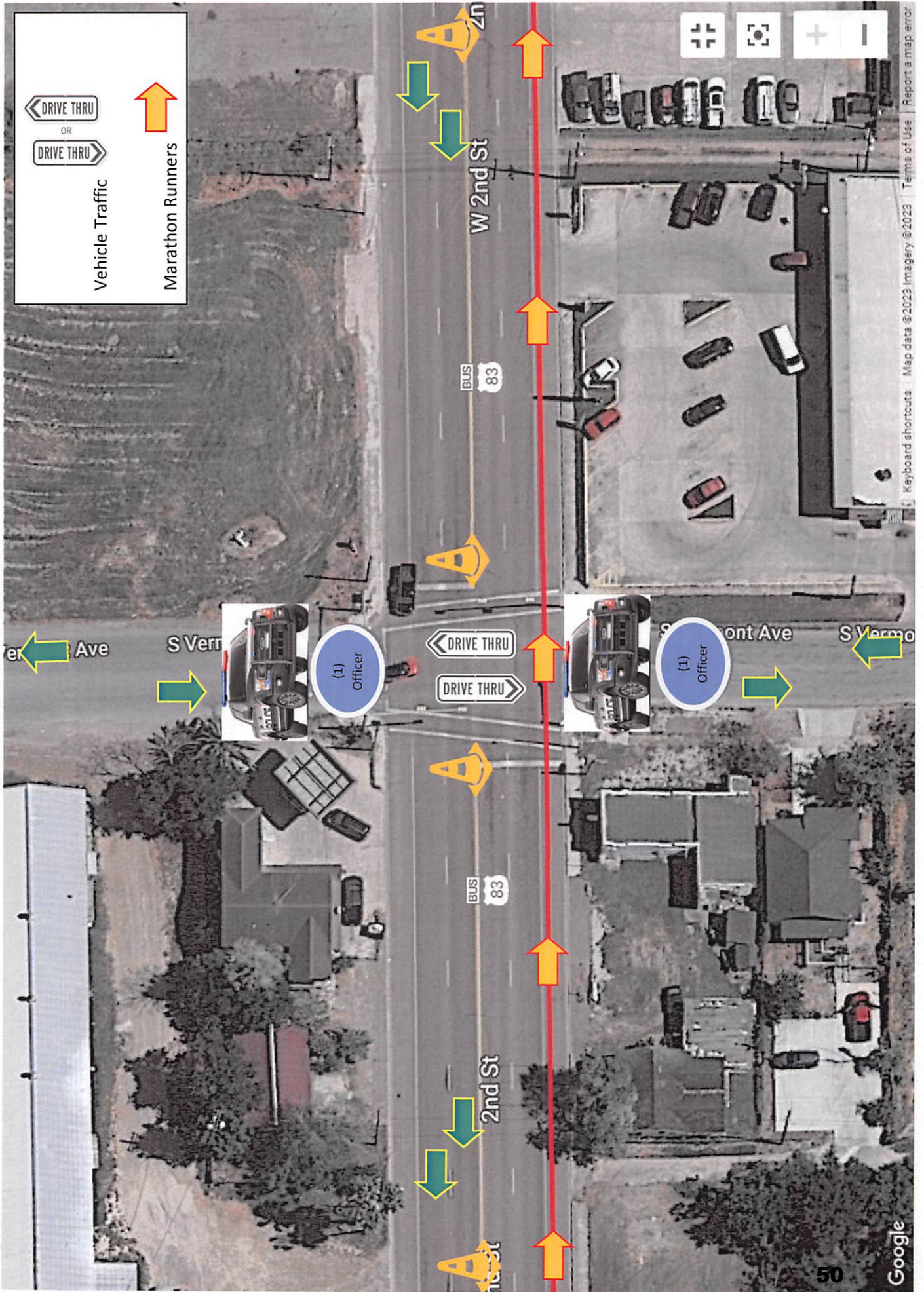



Vehicle Traffic

Marathon Runners




7. W. BUS. 83 & S. VERMONT AVE.






 OR



 Vehicle Traffic



 Marathon Runners

8. W. BUS. 83 & S. INDIANA AVE.

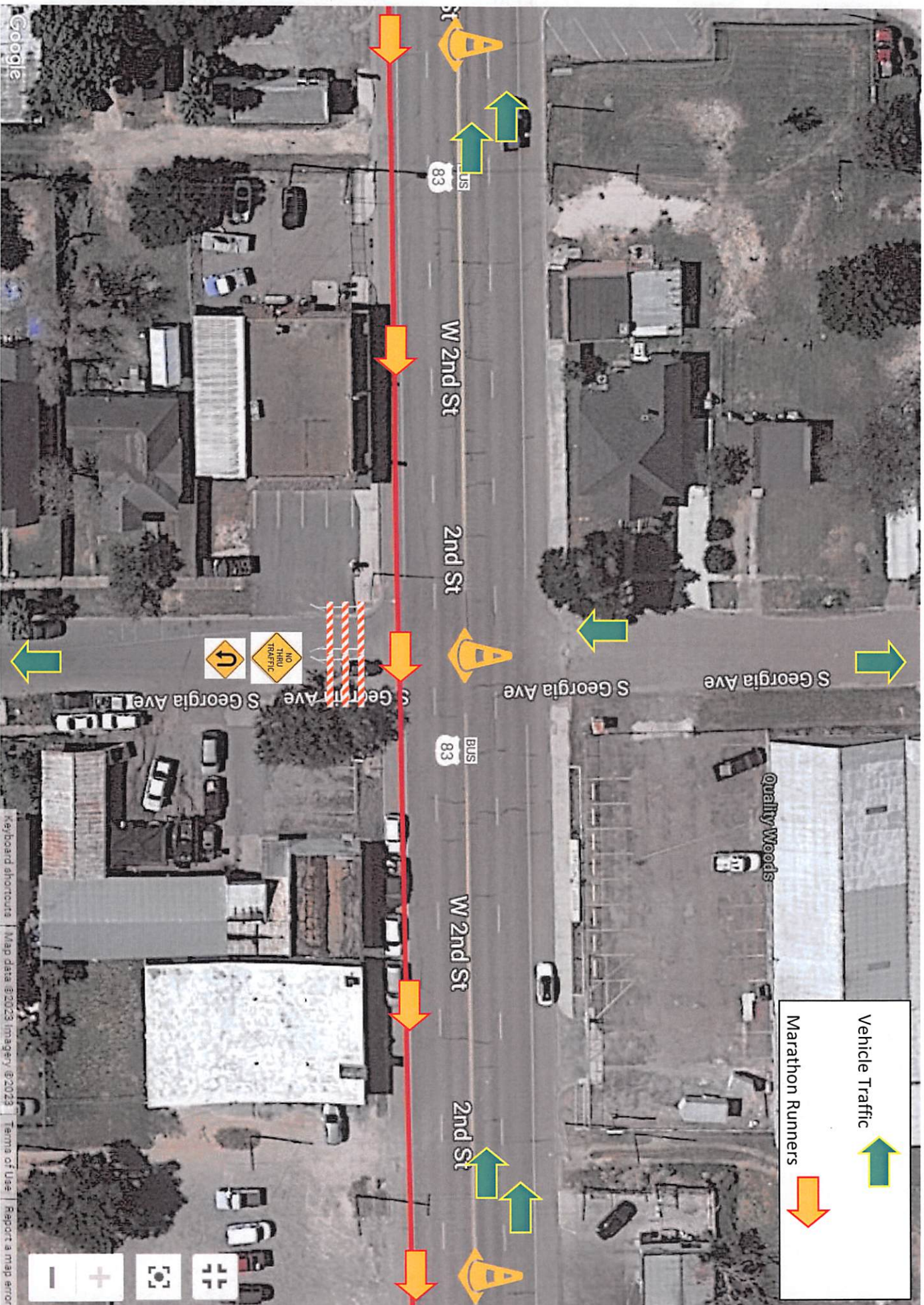


9. W. BUS. 83 & S. WASHINGTON AVE



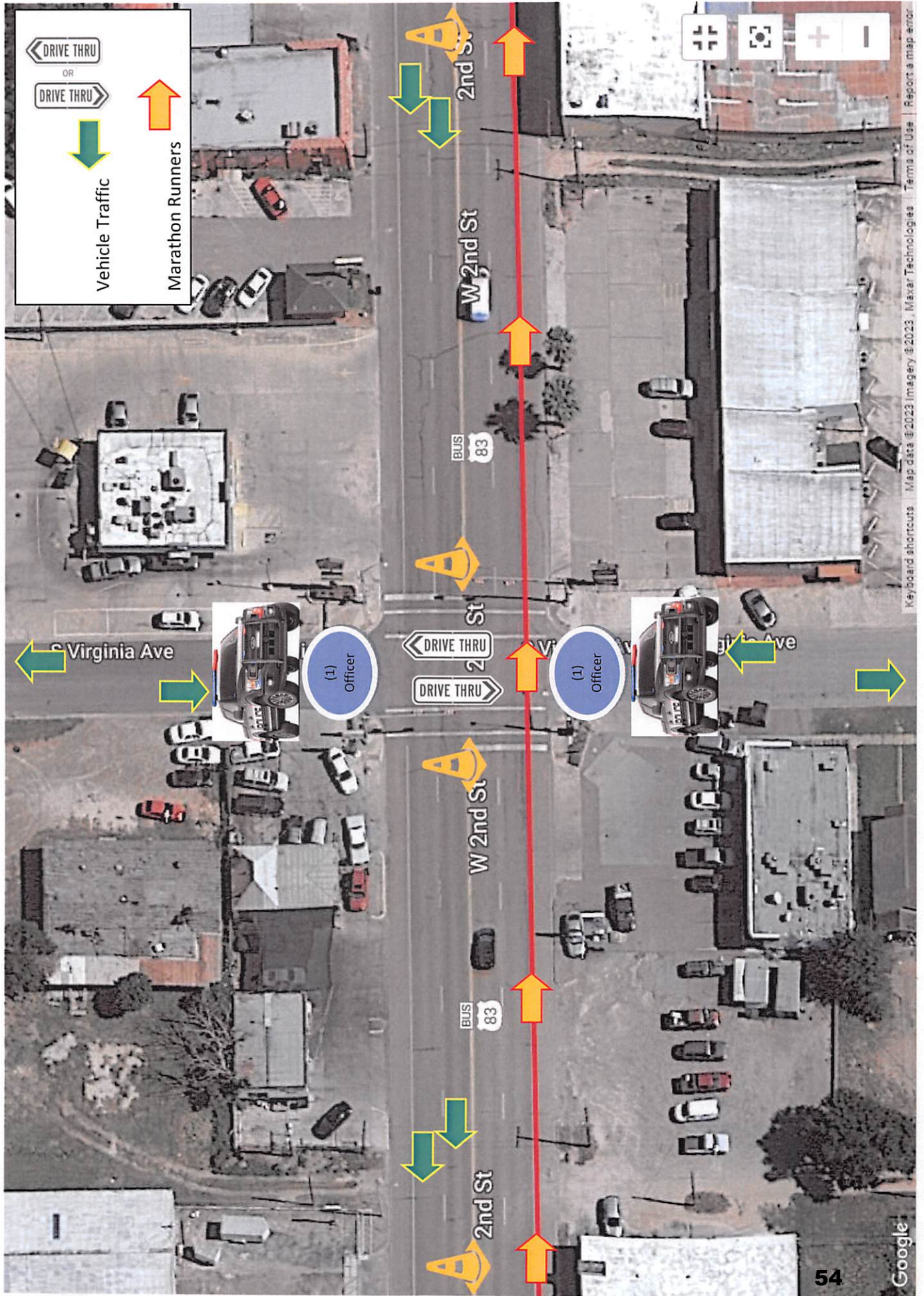


10. W. BUS. 83 & S. GEORGIA AVE.



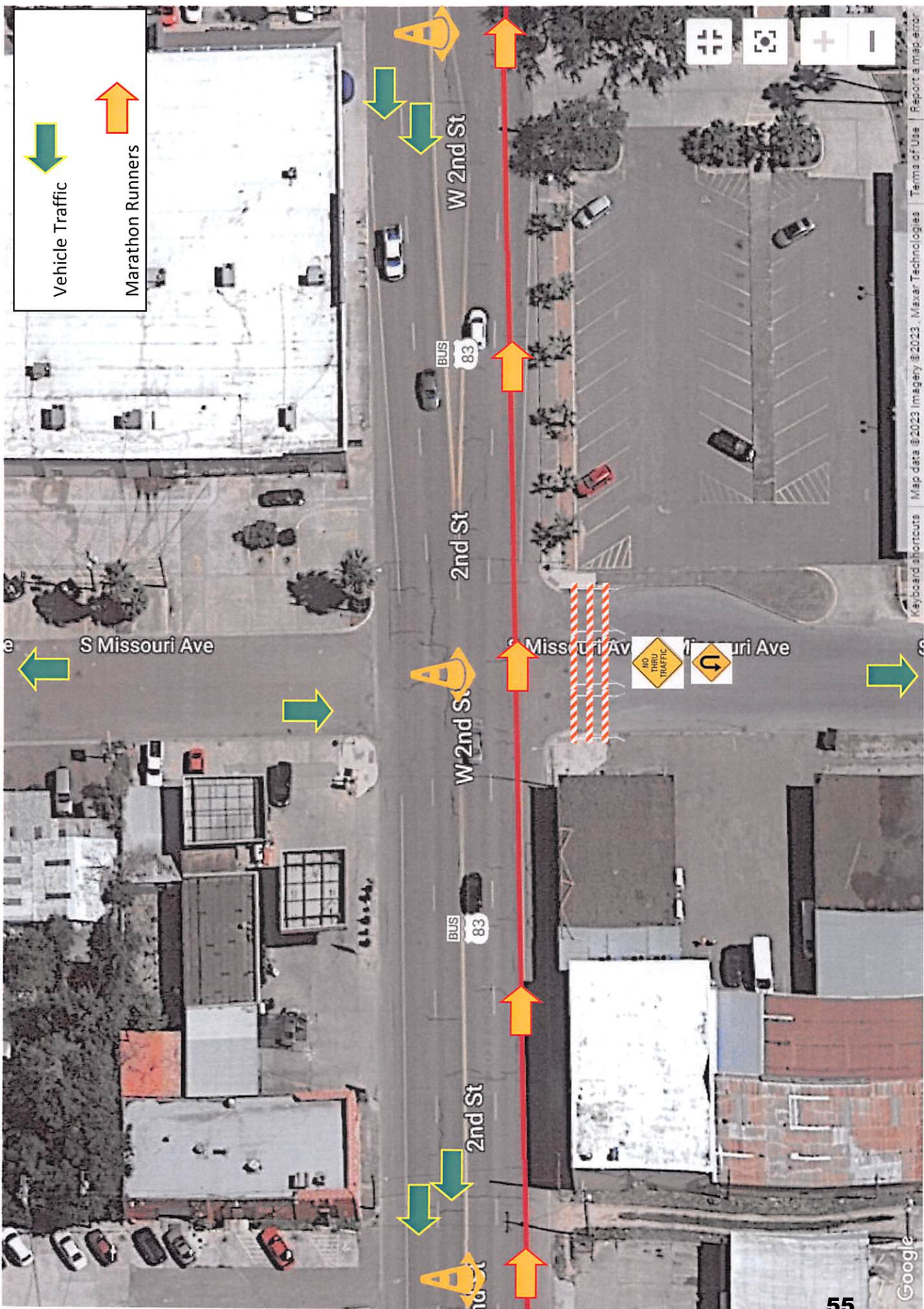


11. W. BUS. 83 & S. VIRGINIA AVE.



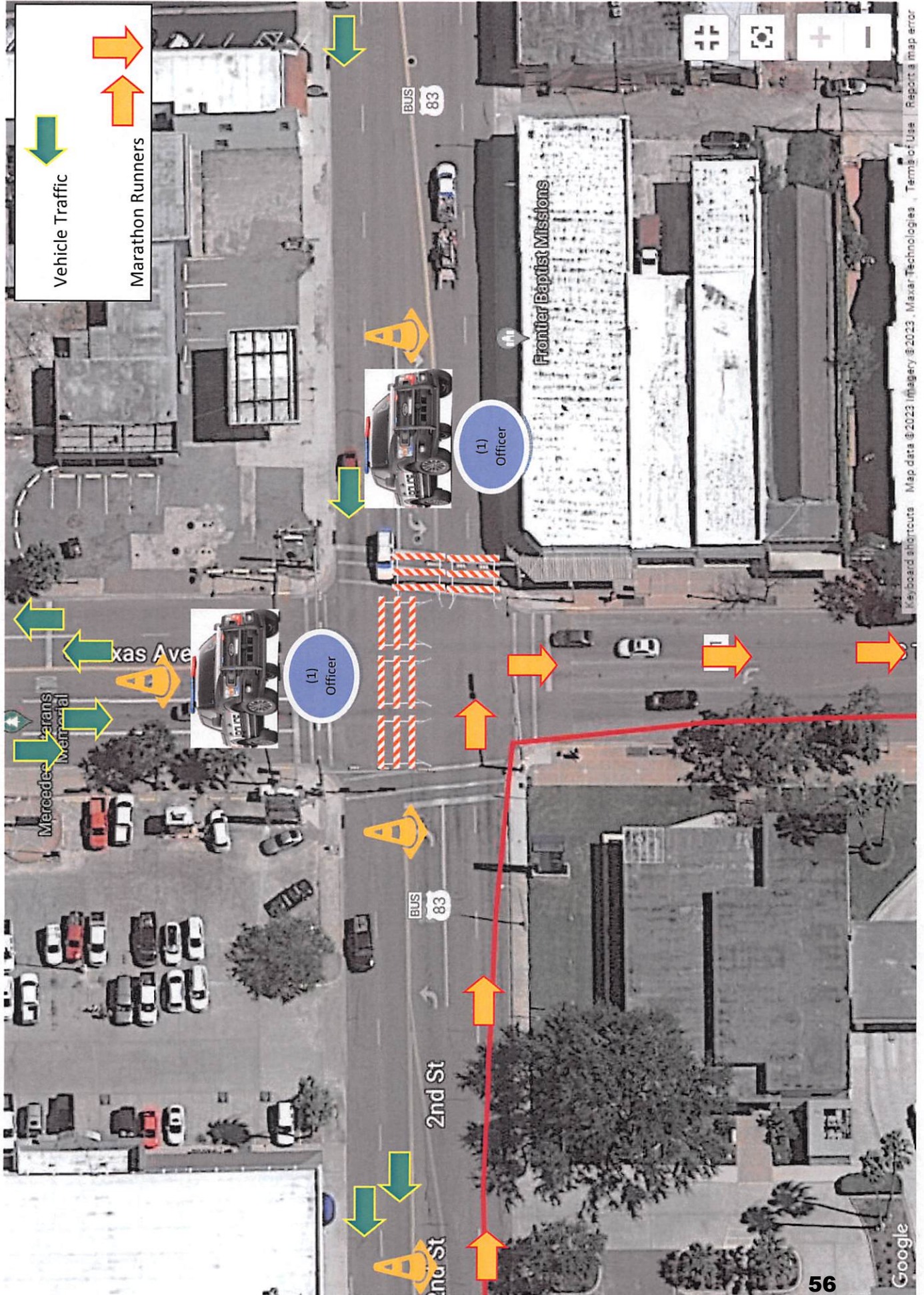


12. W. BUS. 83 & S. MISSOURI AVE.



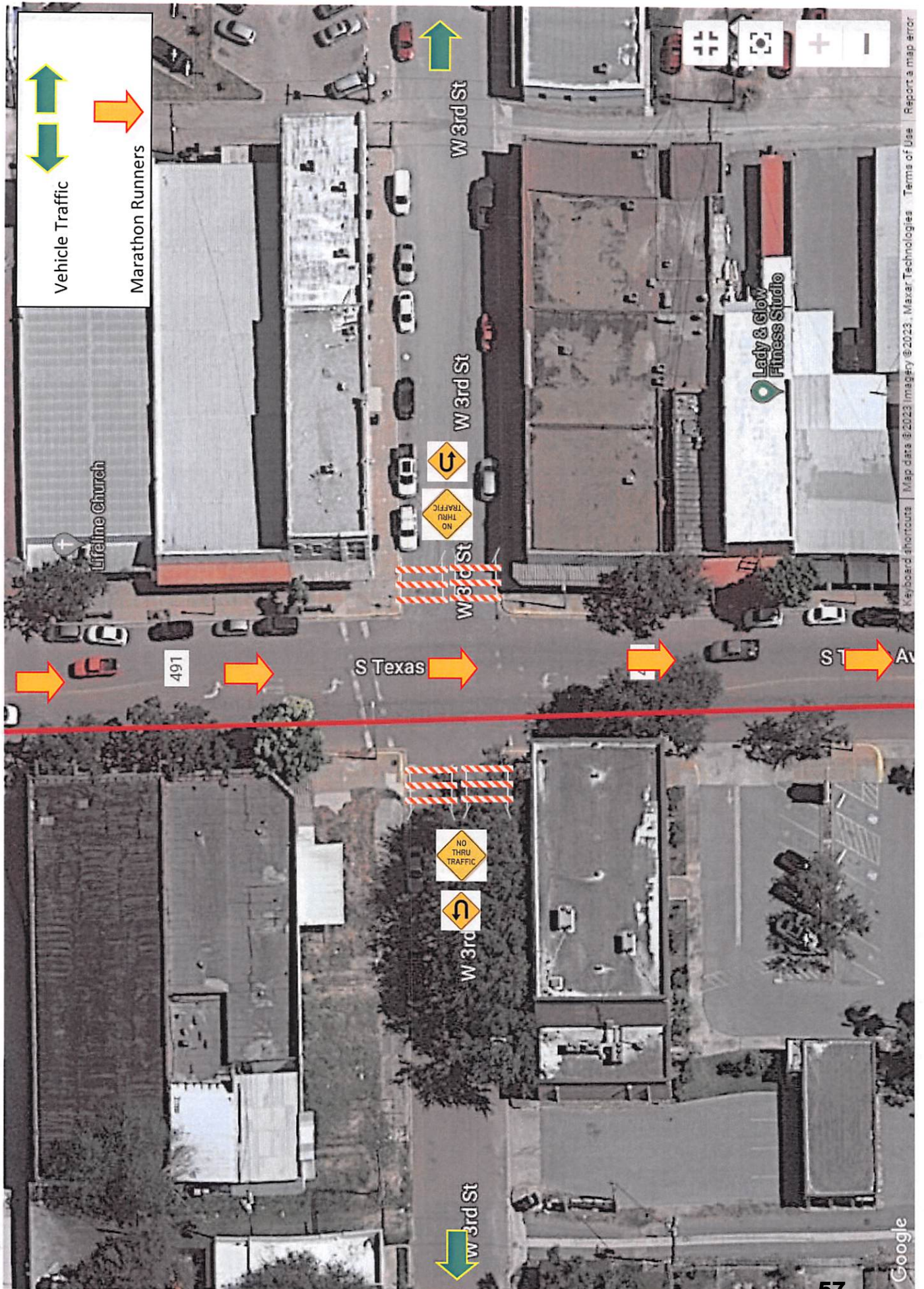


13. W. BUS. 83 & S. TEXAS AVE.



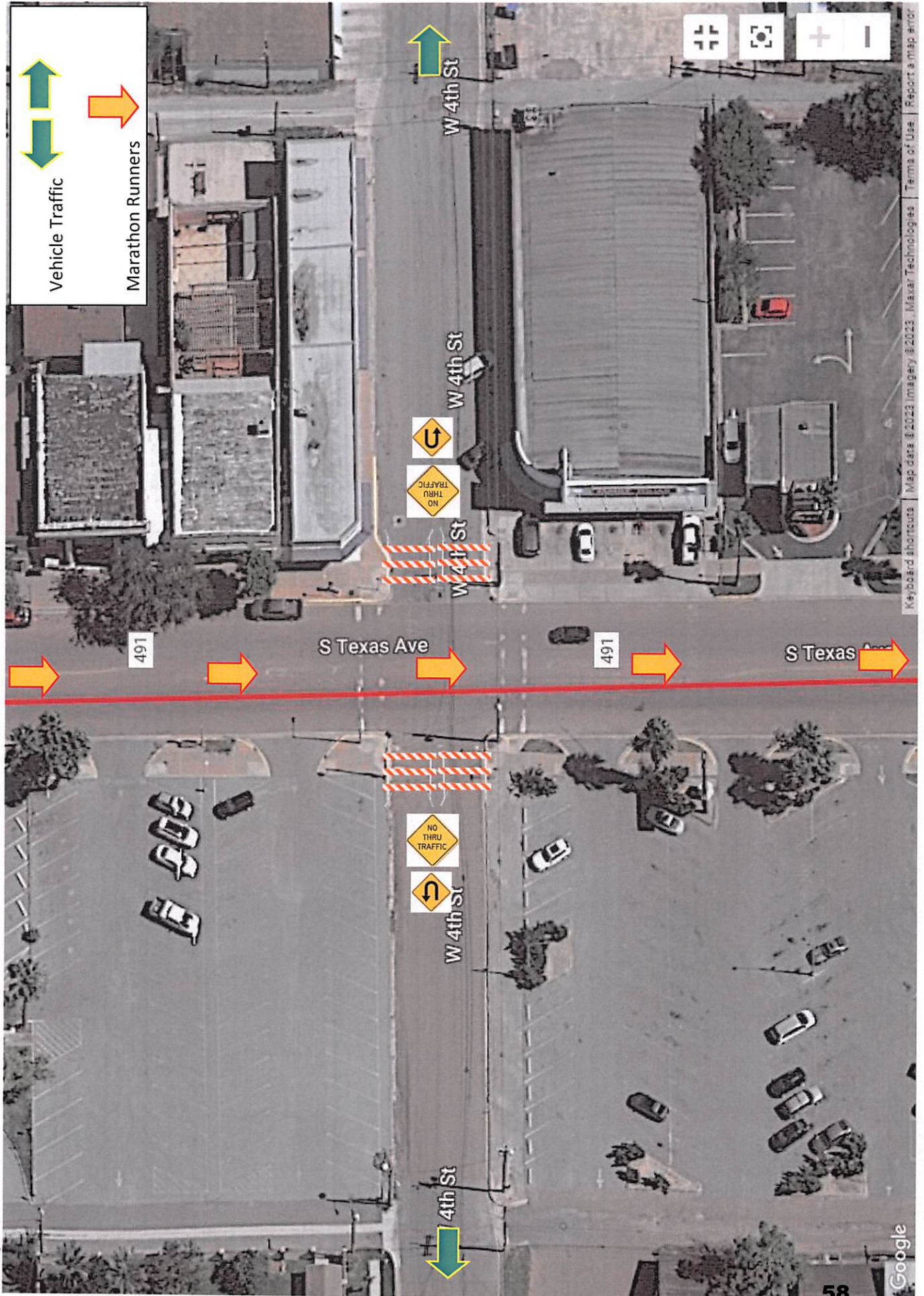


14. S. TEXAS AVE. & W. 3RD ST.



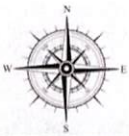


15. S. TEXAS AVE. & W. 4TH ST.

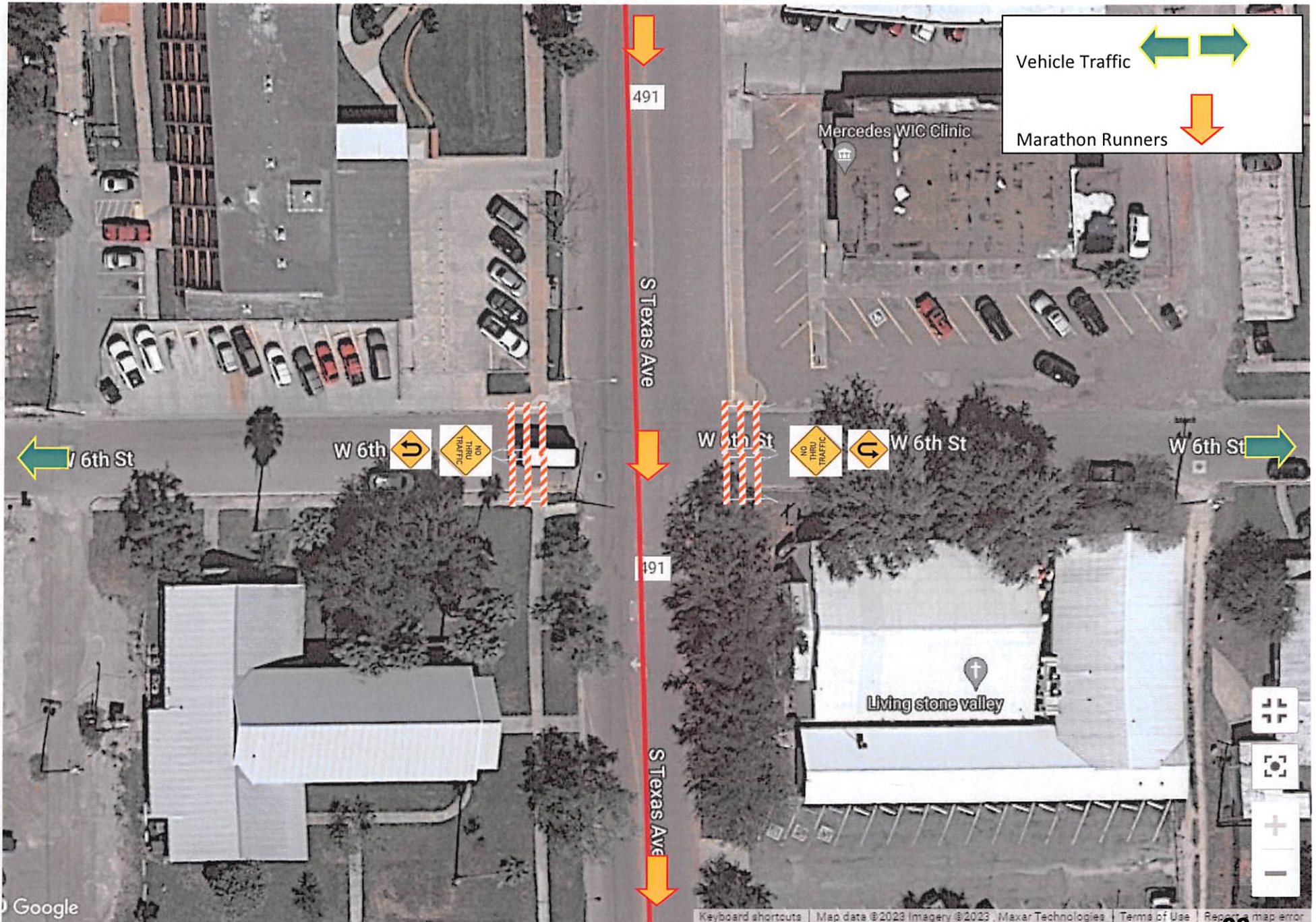






16. S. TEXAS AVE. & W. 5TH ST.



17. S. TEXAS AVE. & W. 6TH ST.

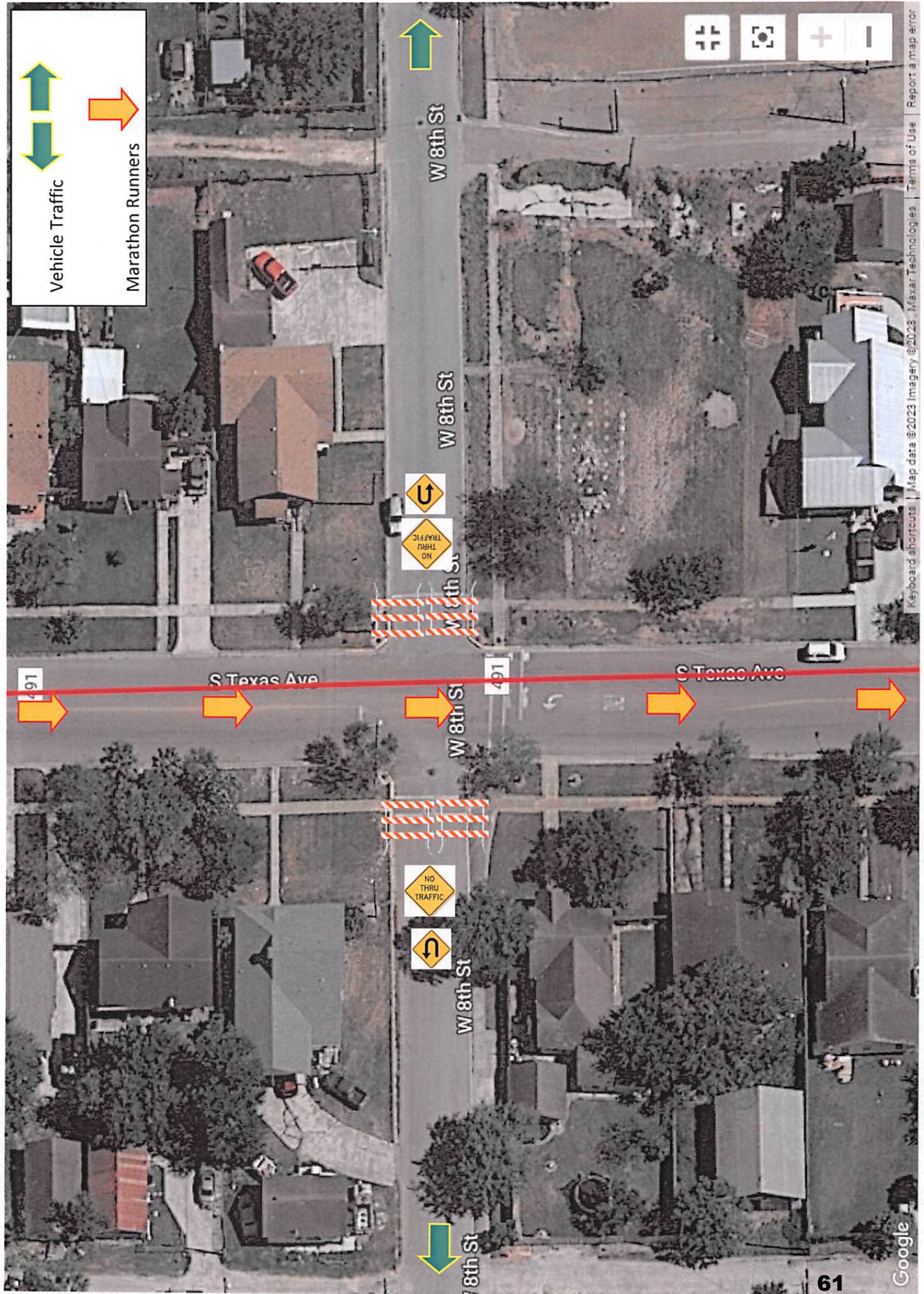


Vehicle Traffic 

Marathon Runners 

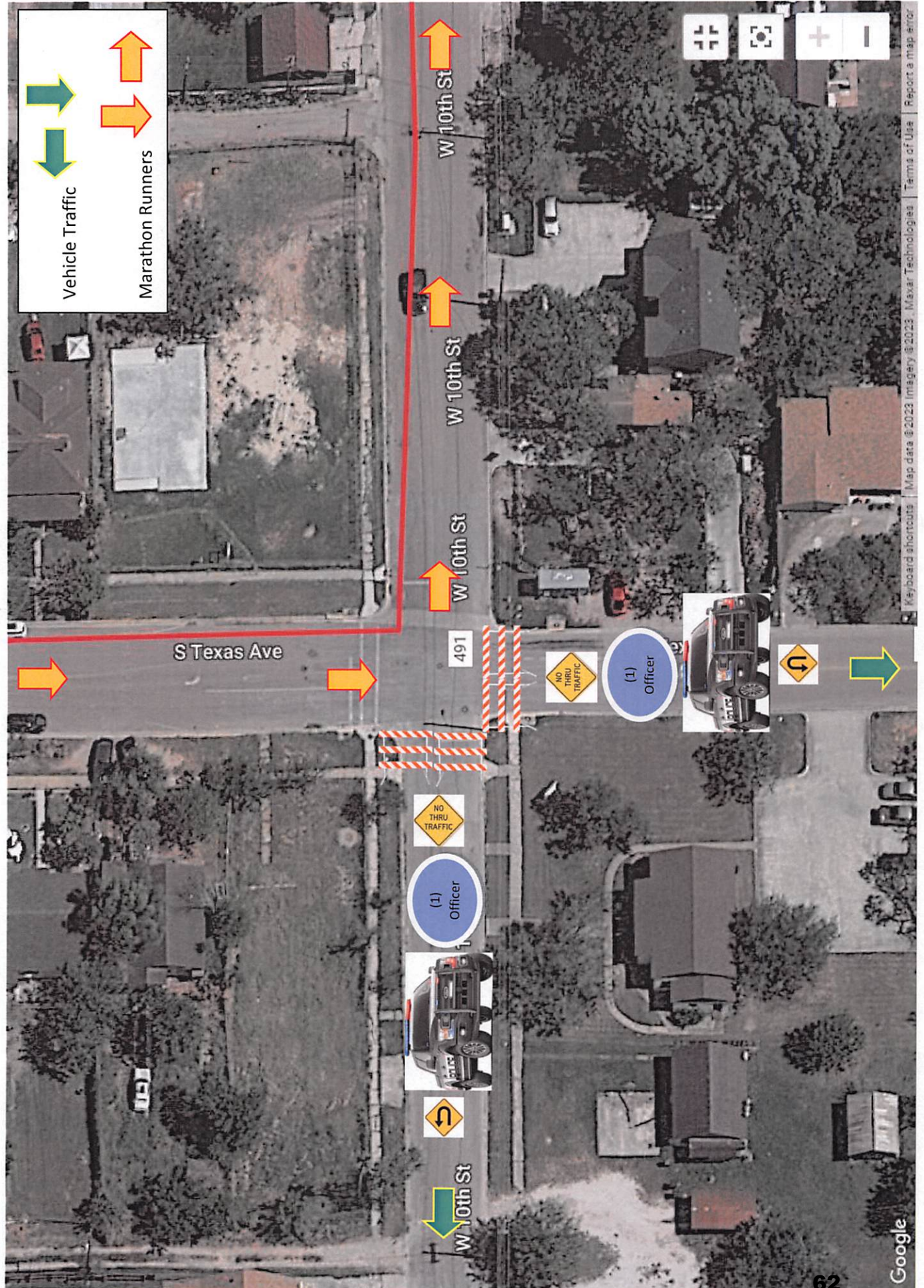


18. S. TEXAS AVE. & W. 8TH ST.



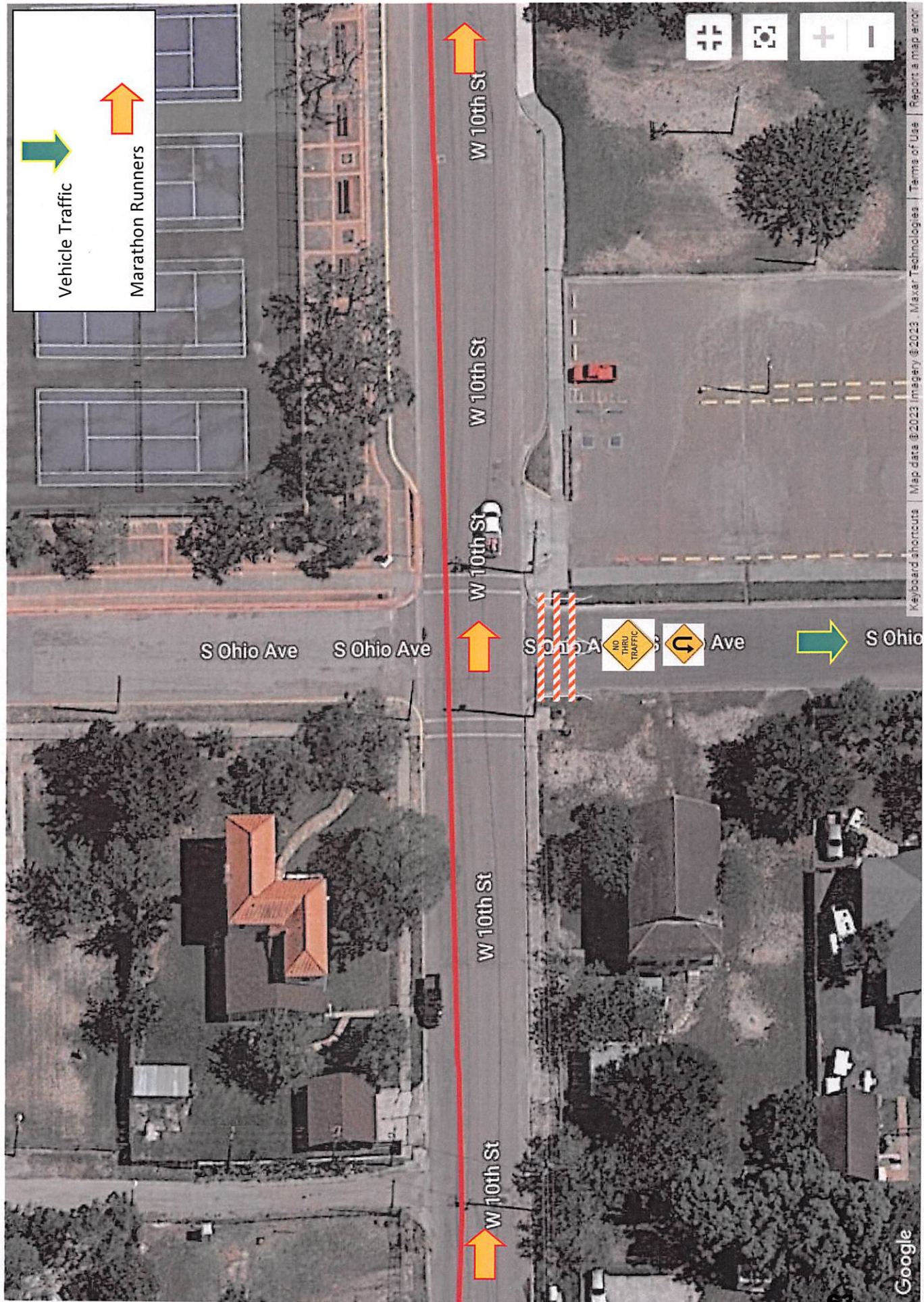


19. S. TEXAS AVE. & W. 10TH ST.





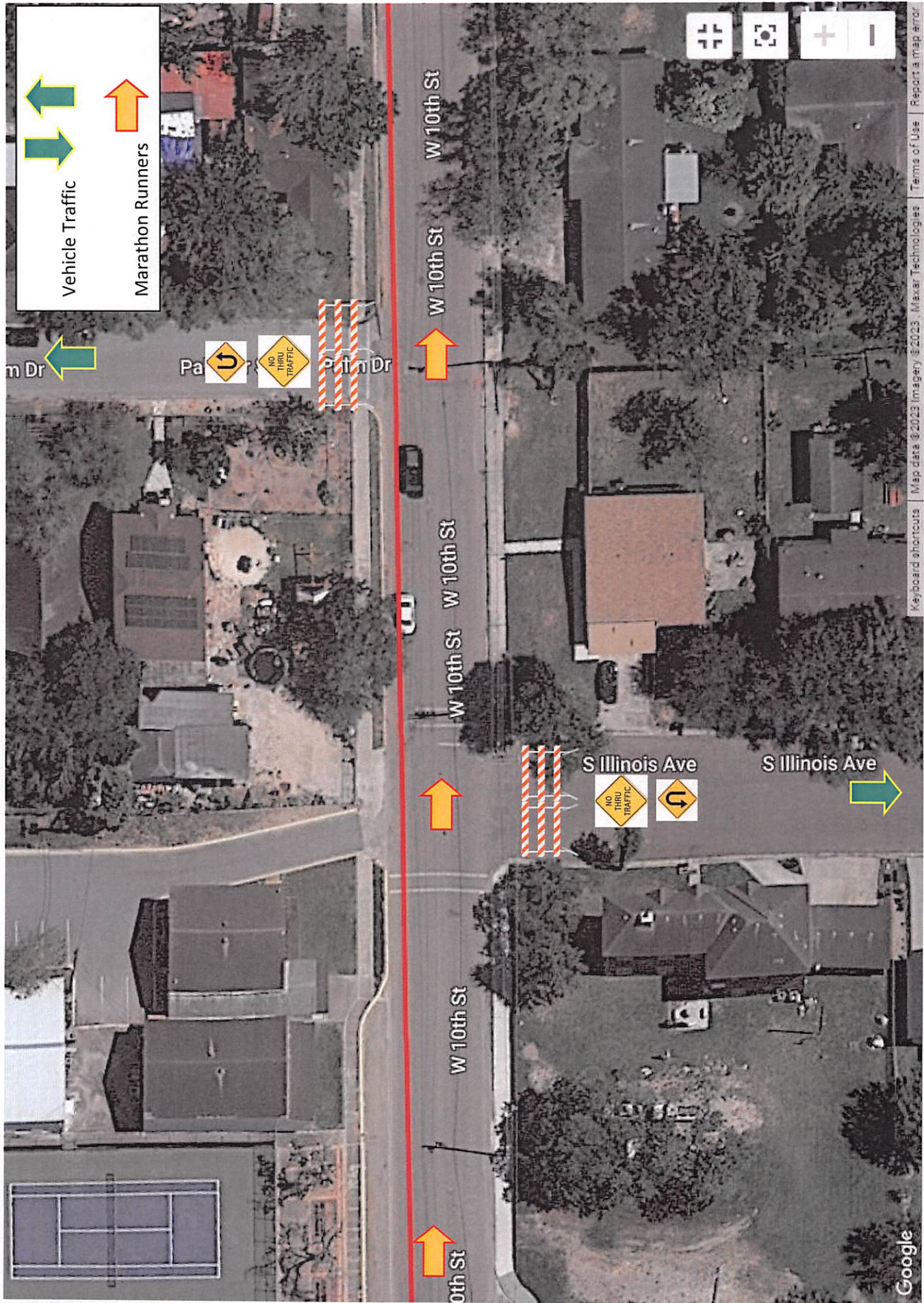
20. W. 10TH ST. & S. OHIO AVE.

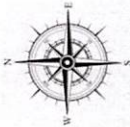


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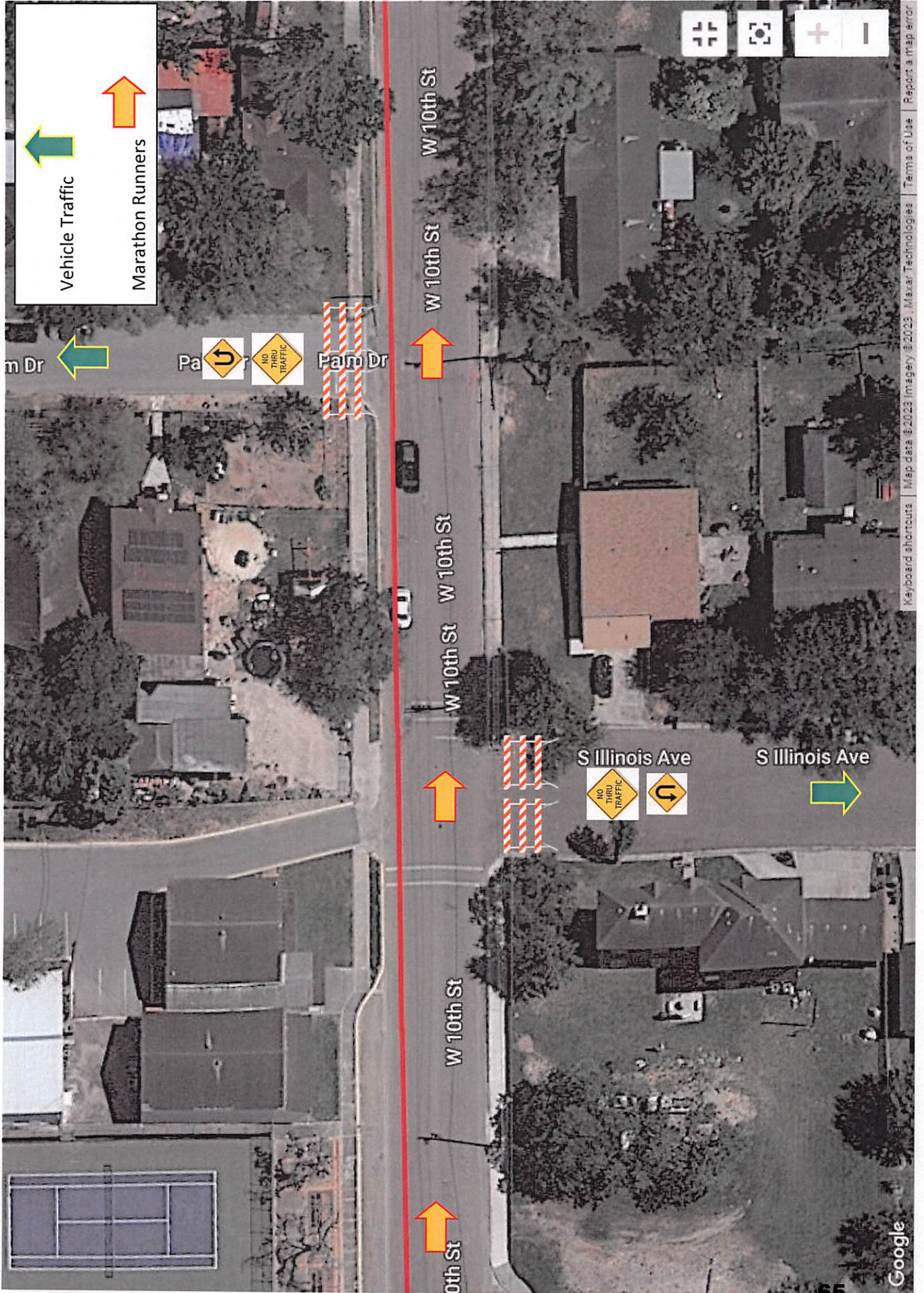


21. W. 10TH ST. & S. ILLINOIS AVE.



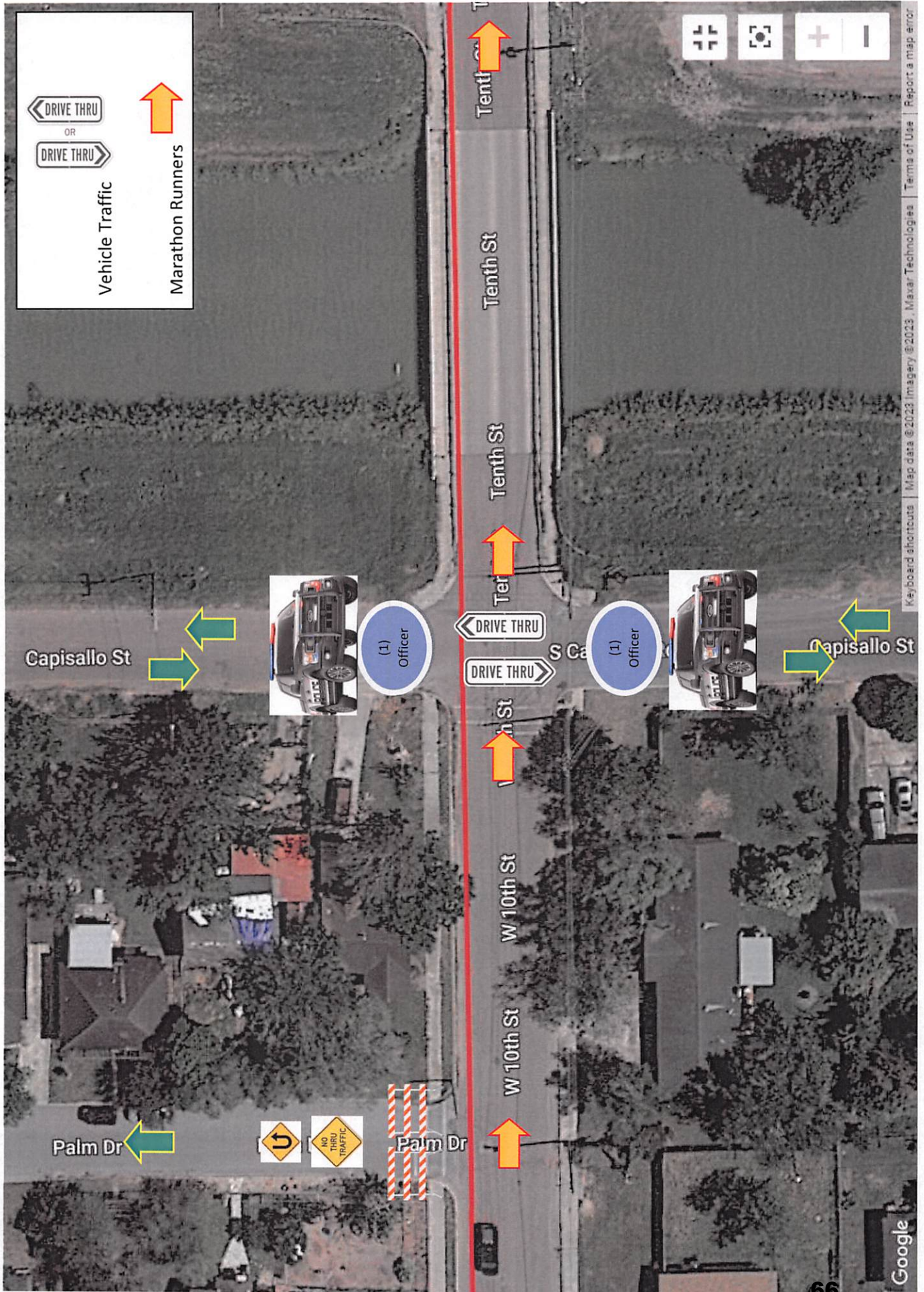


22. W. 10TH ST. & S. PALM DR.

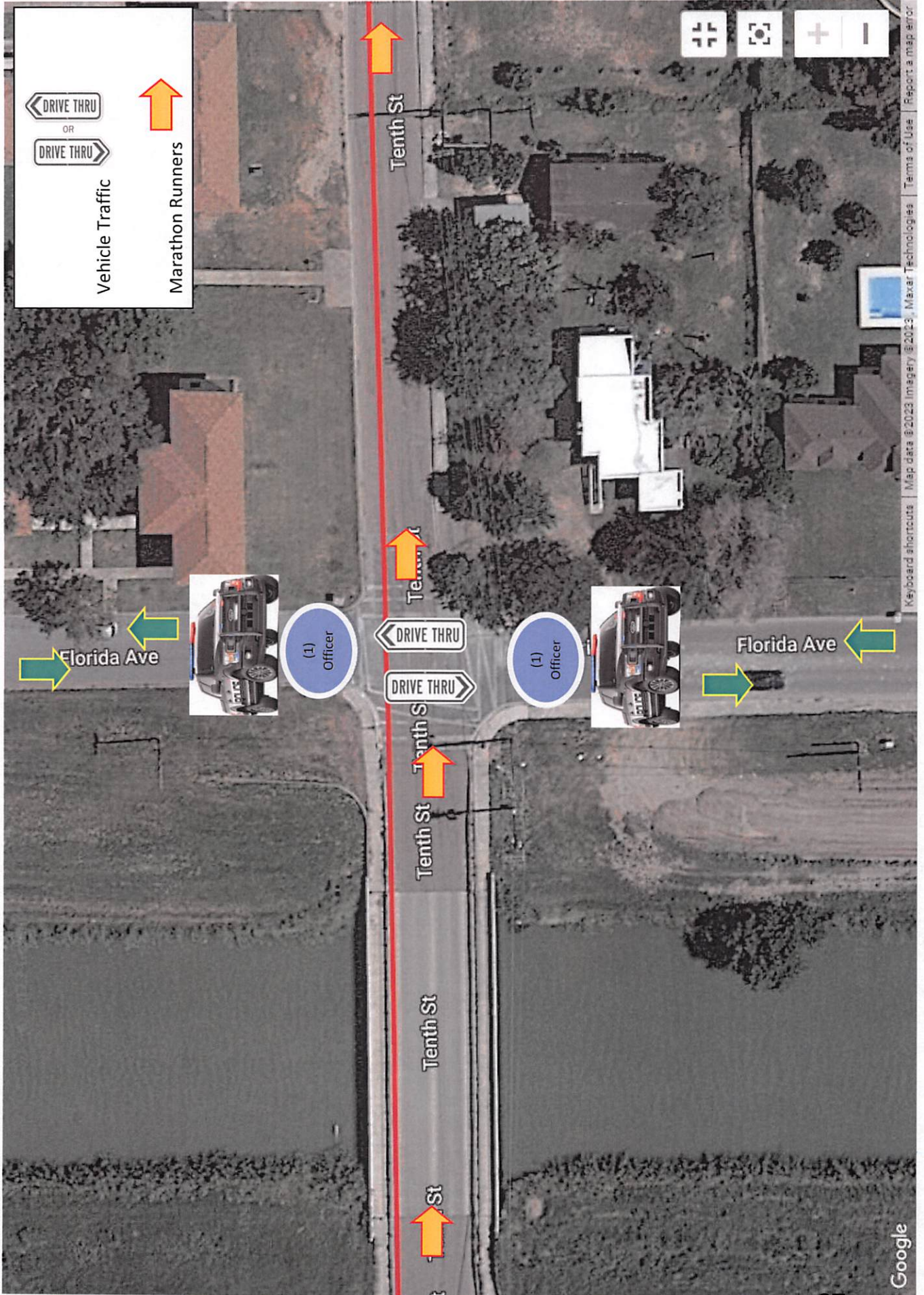


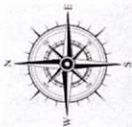
Vehicle Traffic
Marathon Runners

23. W. 10TH ST. & S. CAPISALLO RD.

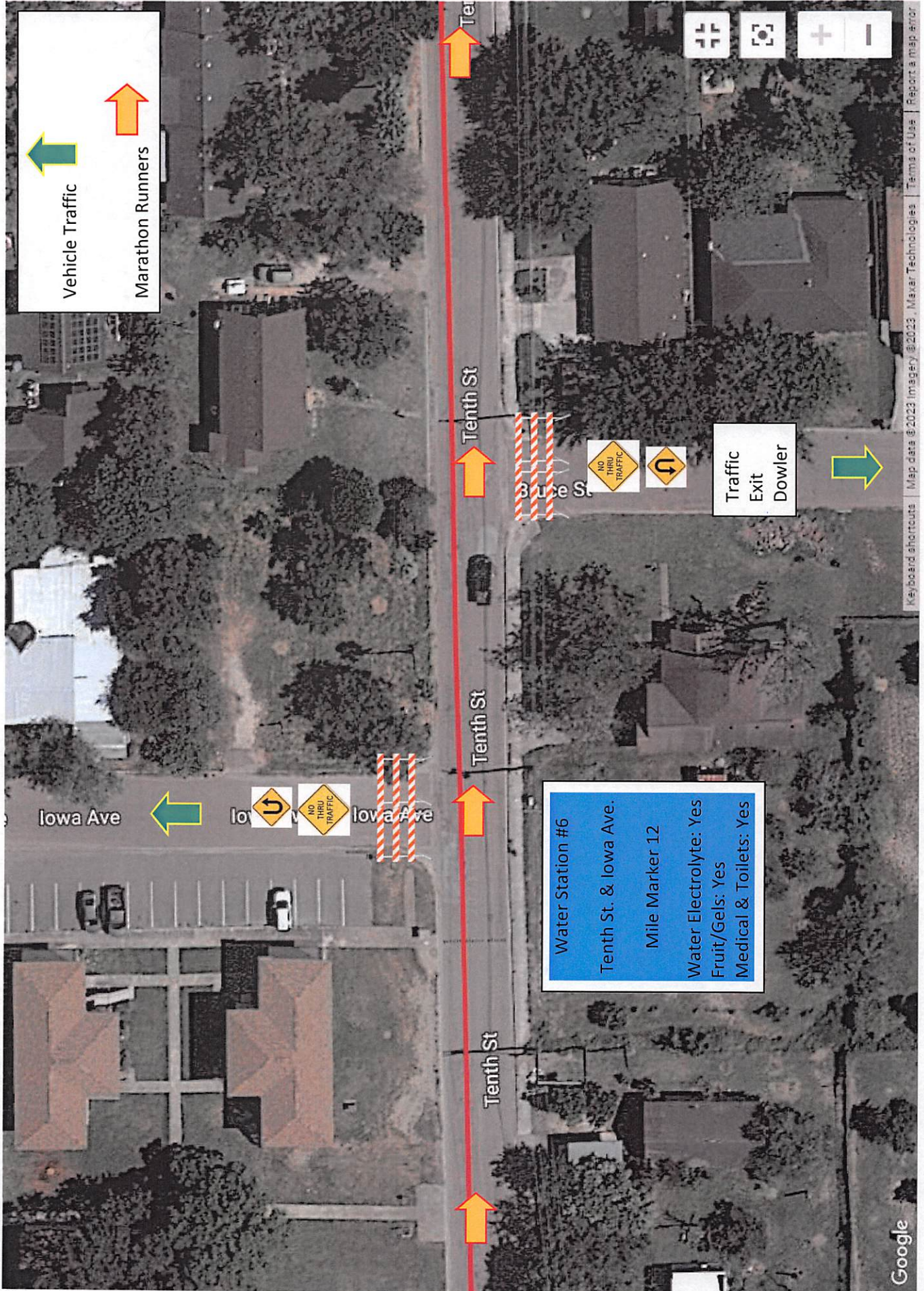


24. E. 10TH ST. & S. FLORIDA AVE.





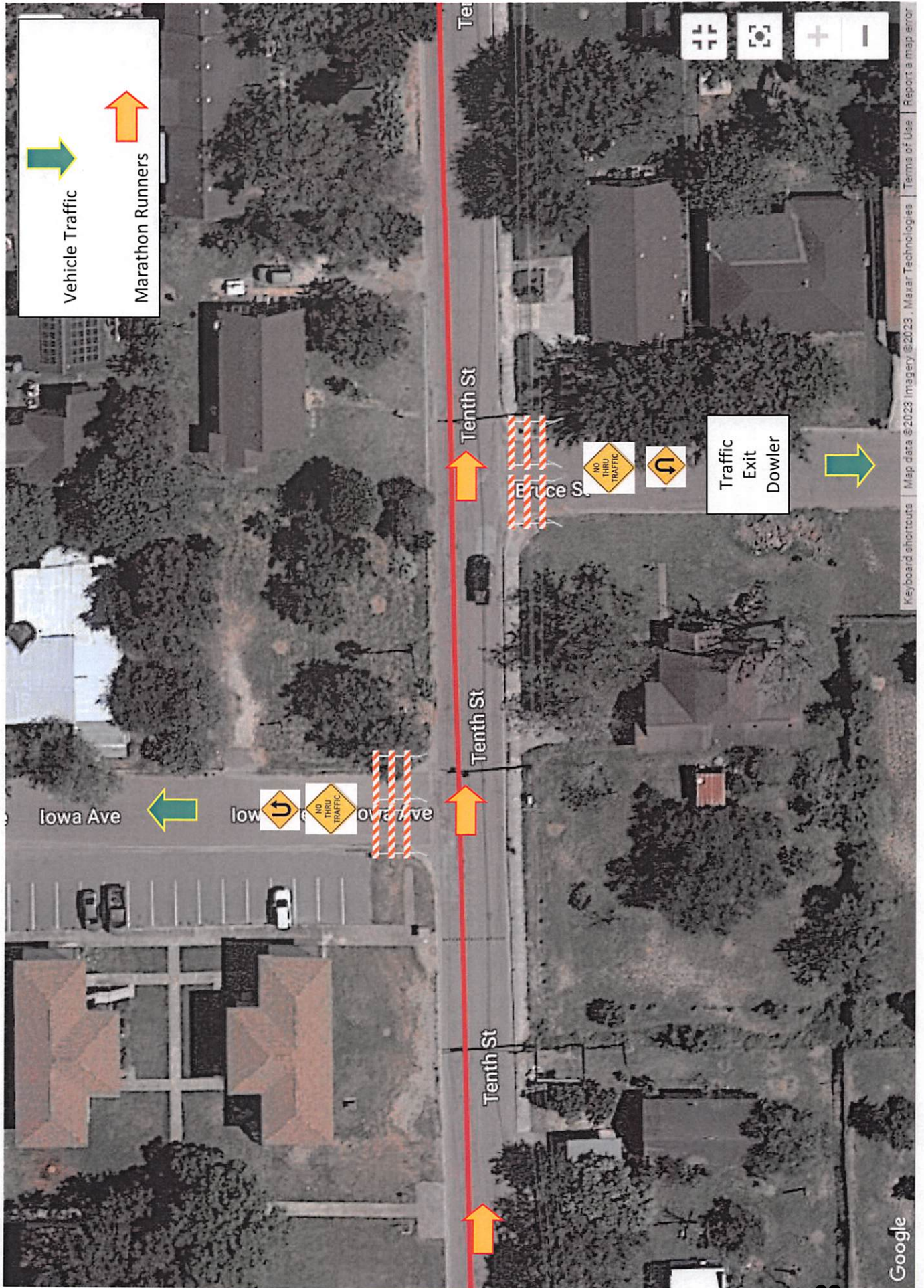
25. E. 10TH ST. & IOWA AVE.



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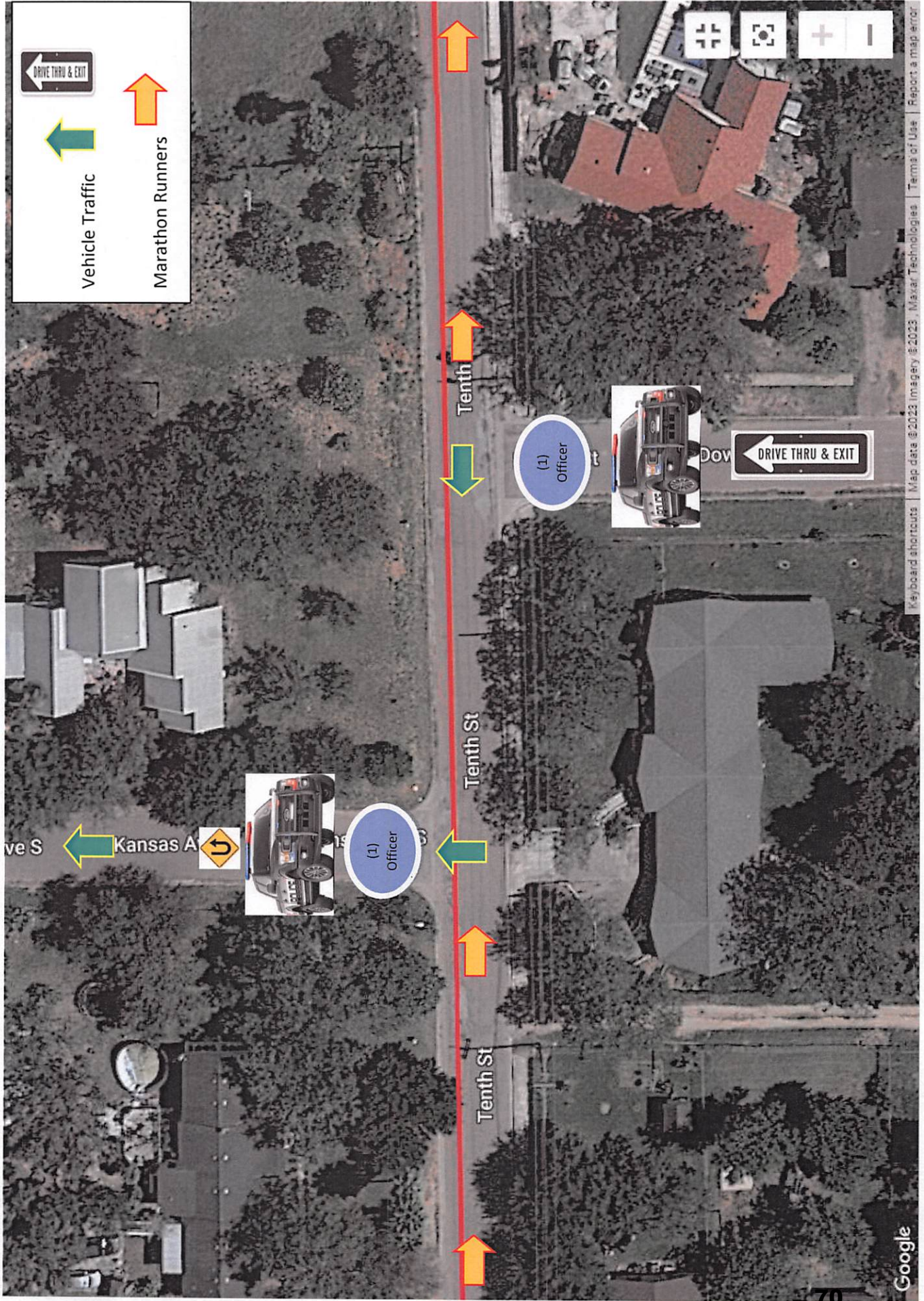


26. E. 10TH ST. & BRUCE ST.





27. E. 10TH ST. & KANSAS AVE.



Legend:

- Green arrow: Vehicle Traffic
- Orange arrow: Marathon Runners

DRIVE THRU & EXIT

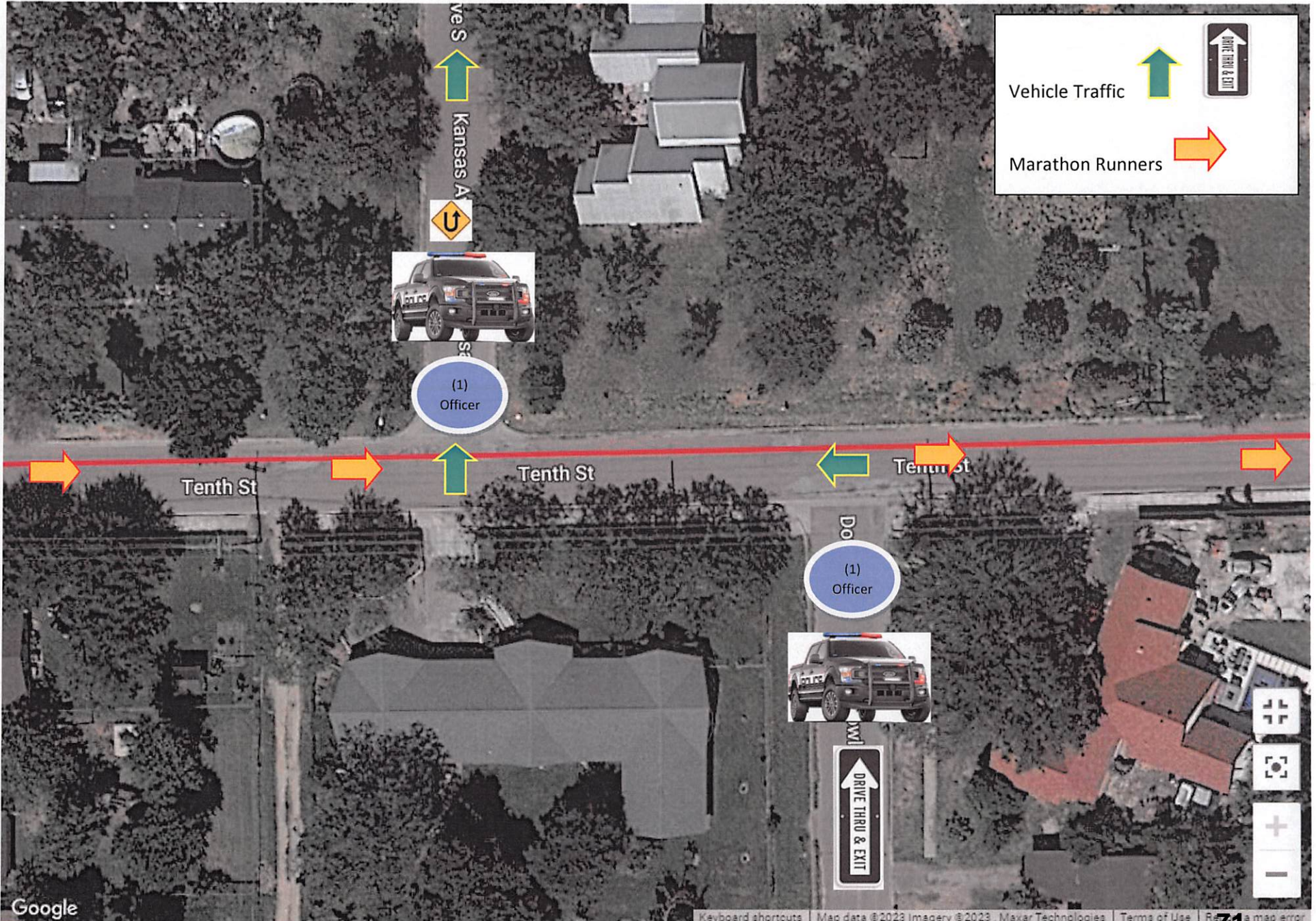
(1)
Officer



(1)
Officer


DRIVE THRU & EXIT



28. E. 10TH ST. & DOWLER ST.

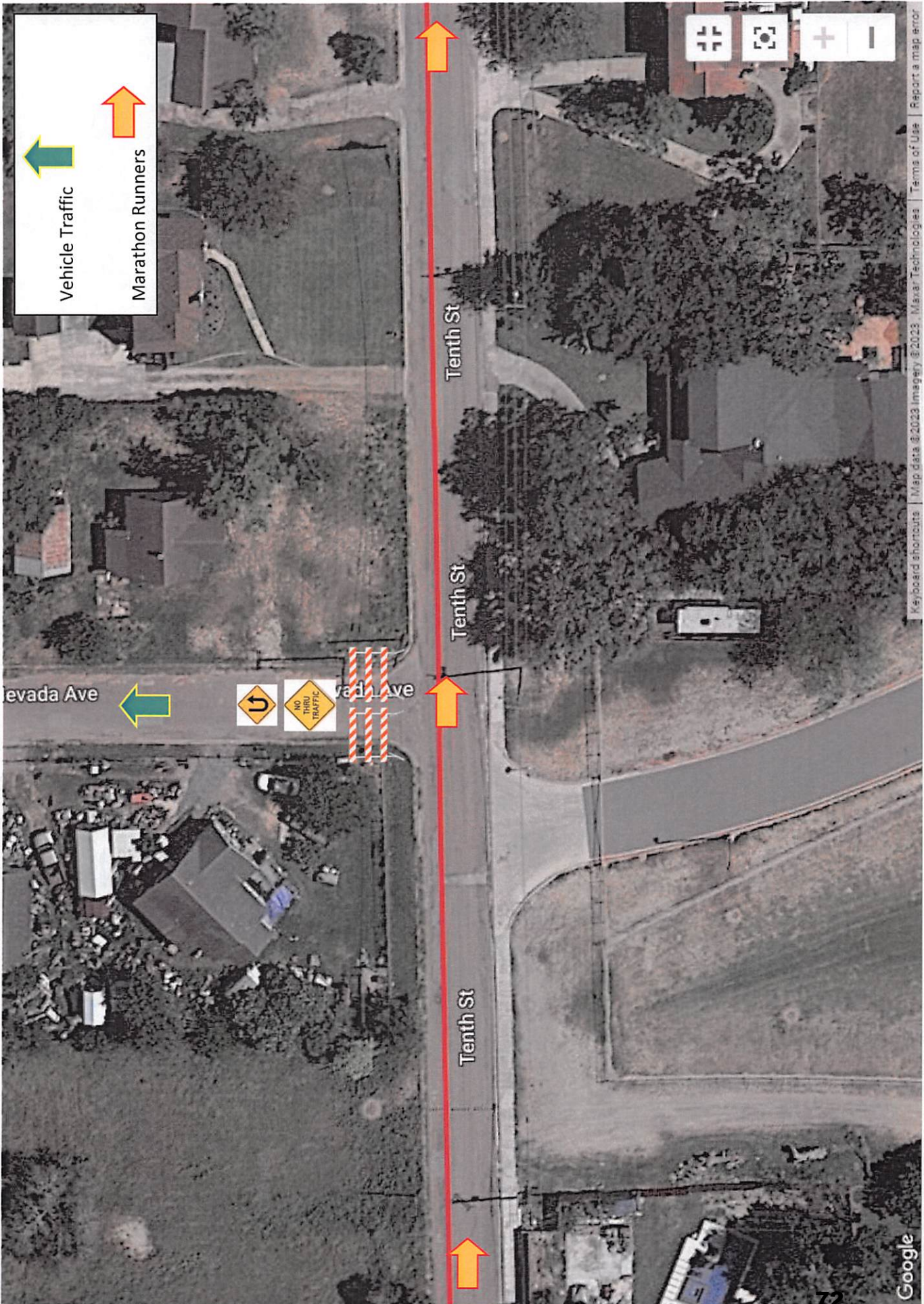


Vehicle Traffic  

Marathon Runners 



29. E. 10TH ST. & NEVADA AVE.



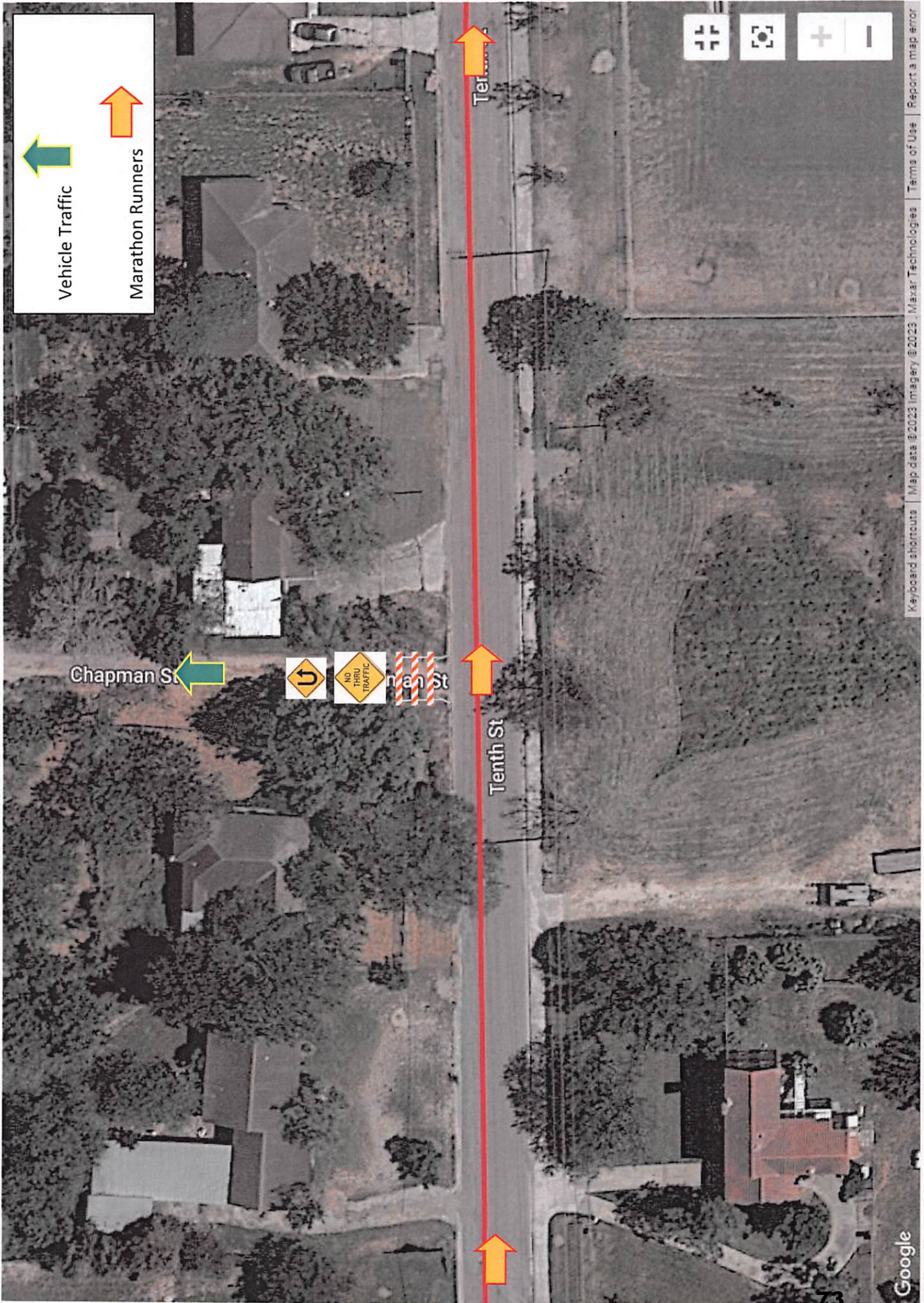
Vehicle Traffic


Marathon Runners







30. E. 10TH ST. & CHAPMAN ST.



Vehicle Traffic 

Marathon Runners 

Chapman St 





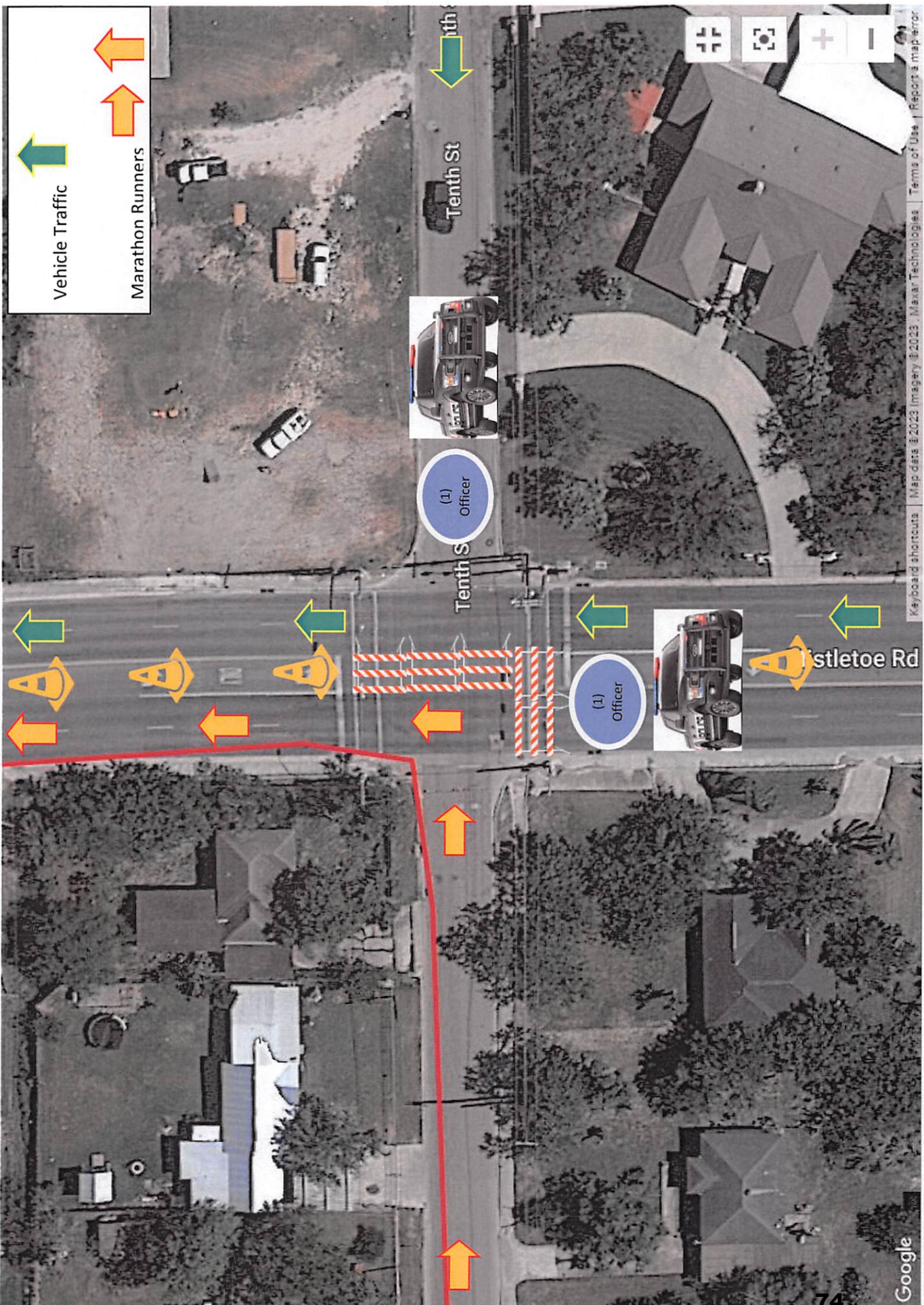
Tenth St



Tenth St

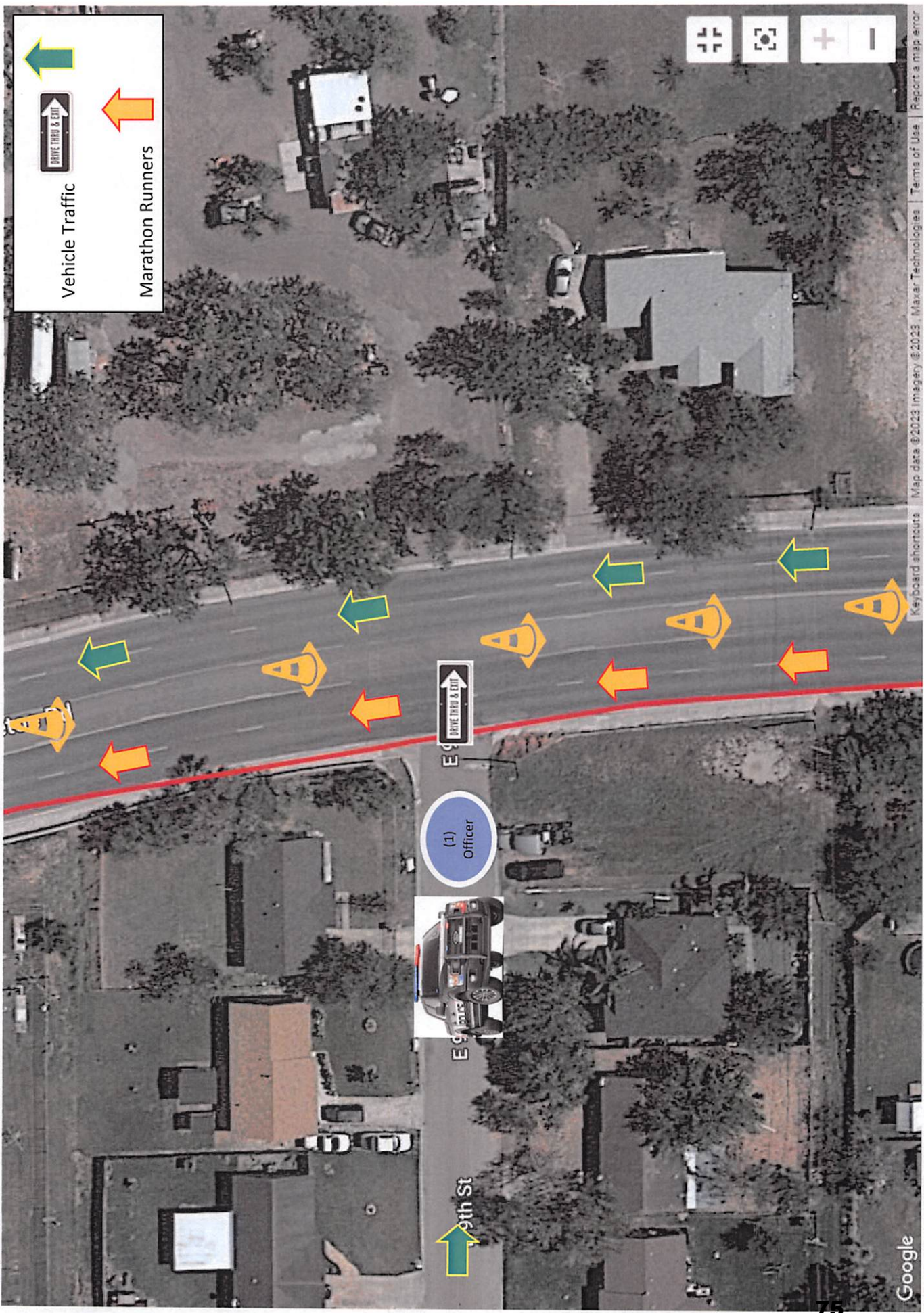


31. E. 10TH ST. & S. FM 491 RD.





32. S. FM 491 RD. & E. 9TH ST.



Vehicle Traffic

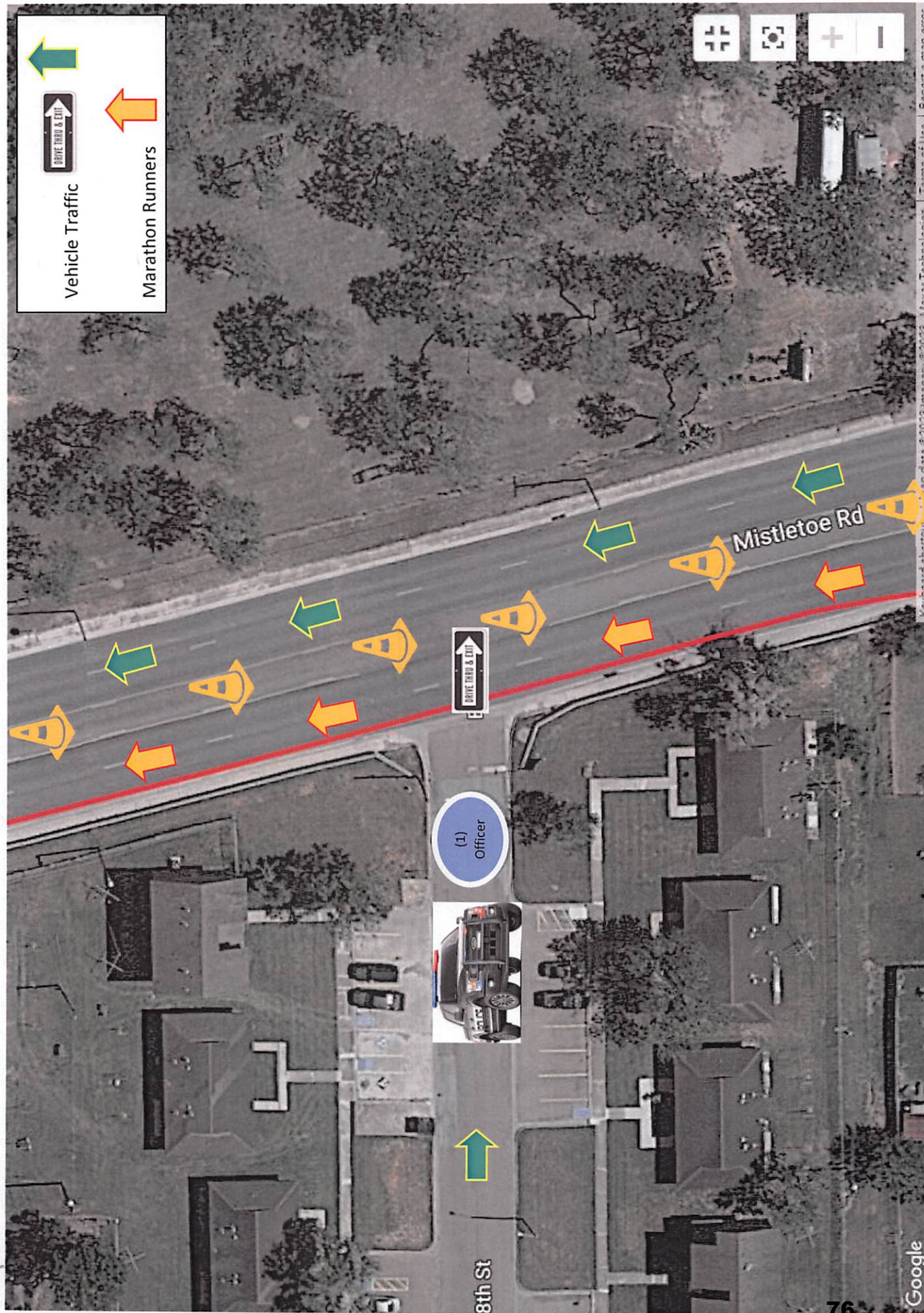
Marathon Runners

9th St

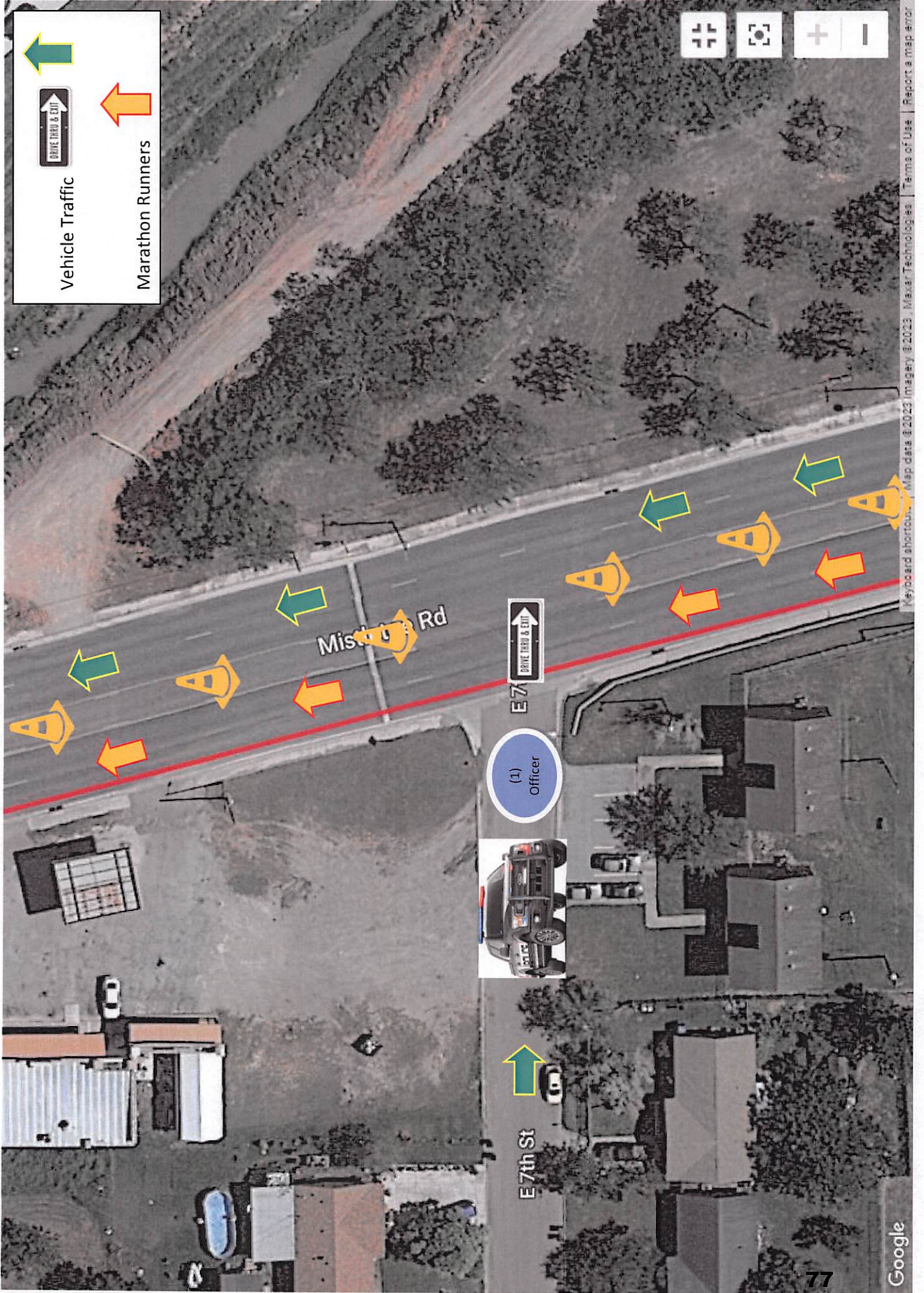
(1)
Officer

DRIVE THRU & EXIT

33. S. FM 491 RD. & E. 8TH ST.

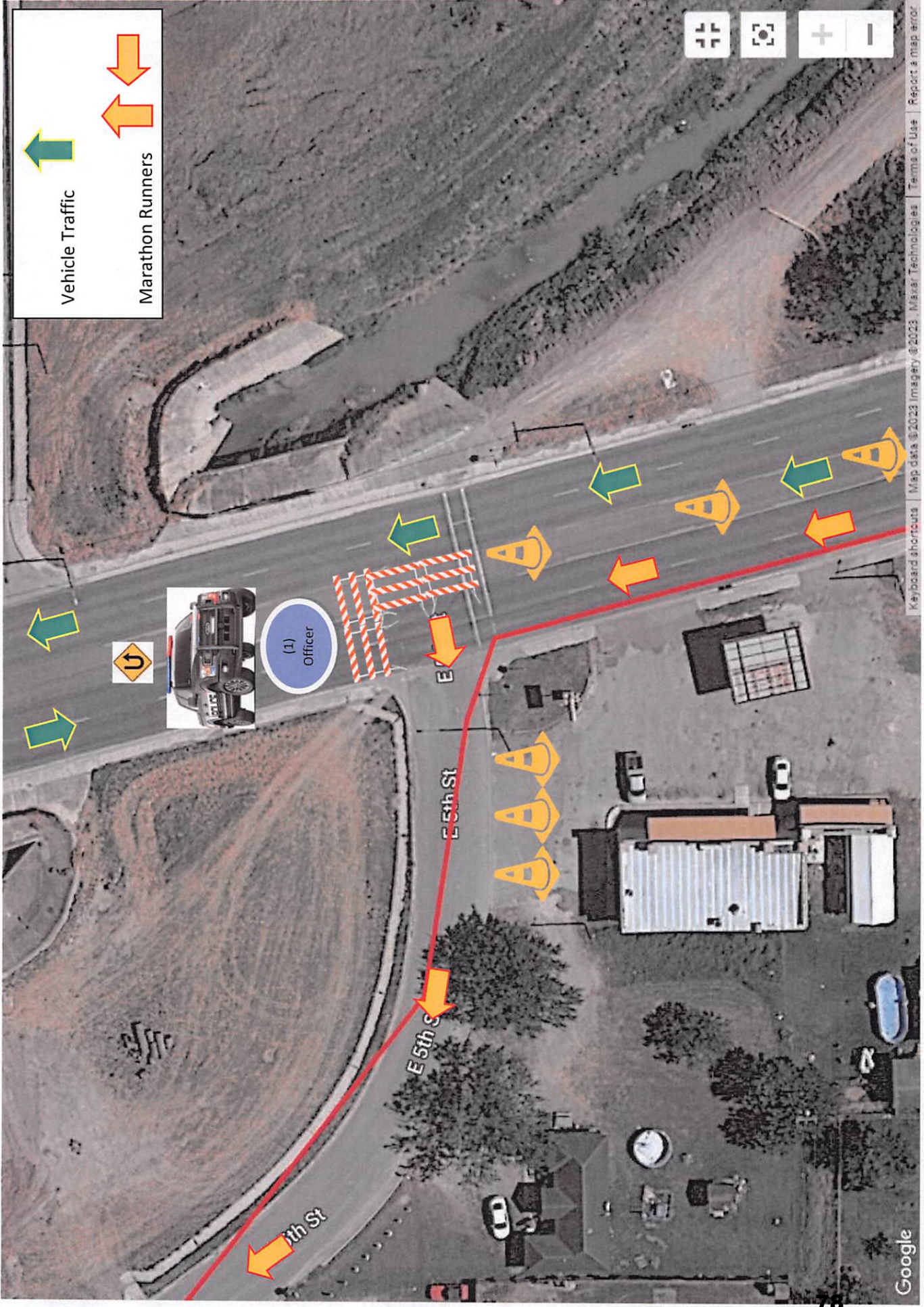


34. S. FM 491 RD. & E. 7TH ST.





35. S. FM 491 RD. & E. 5TH ST.



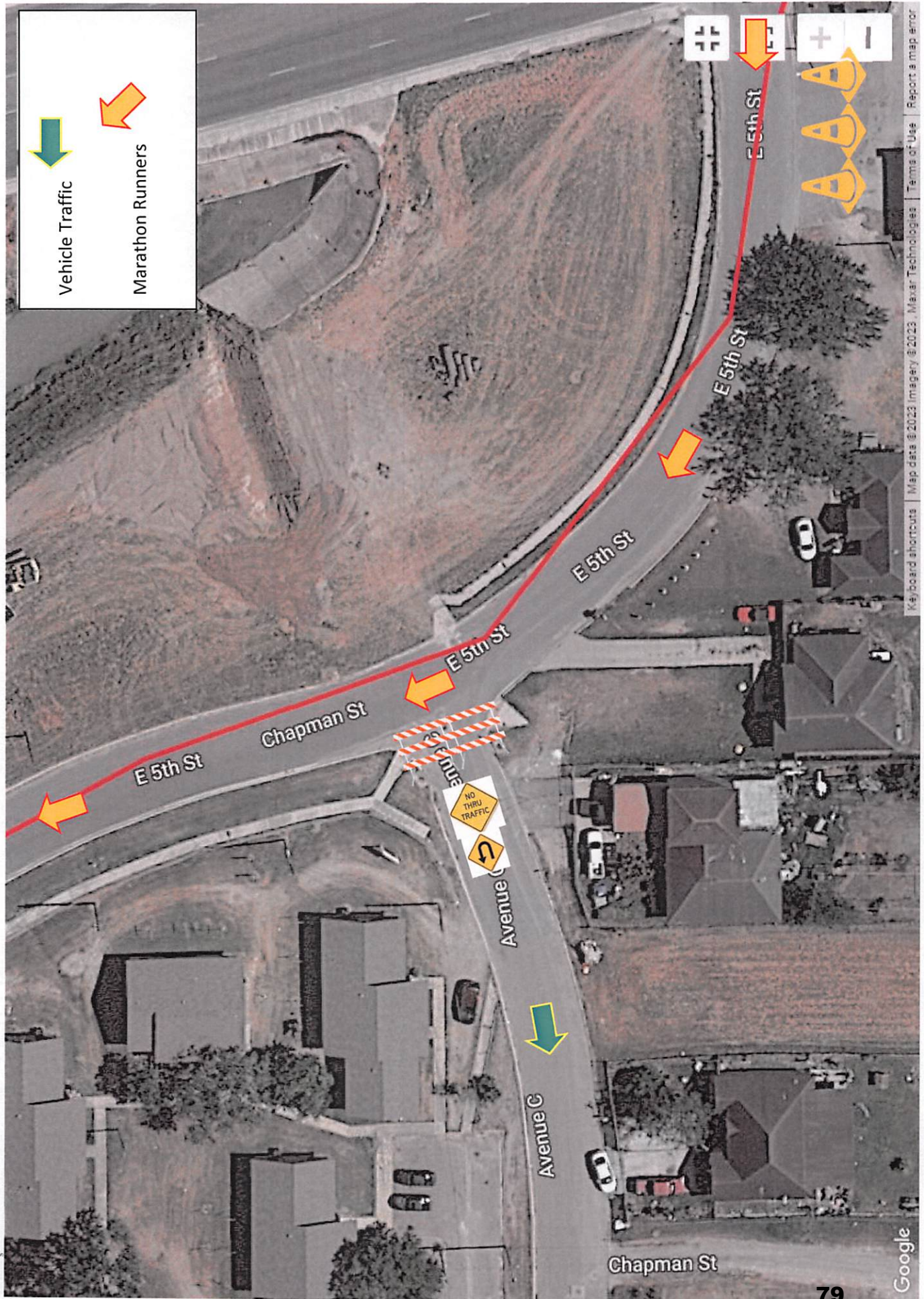
Vehicle Traffic

Marathon Runners



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36. E. 5TH ST. & AVENUE C

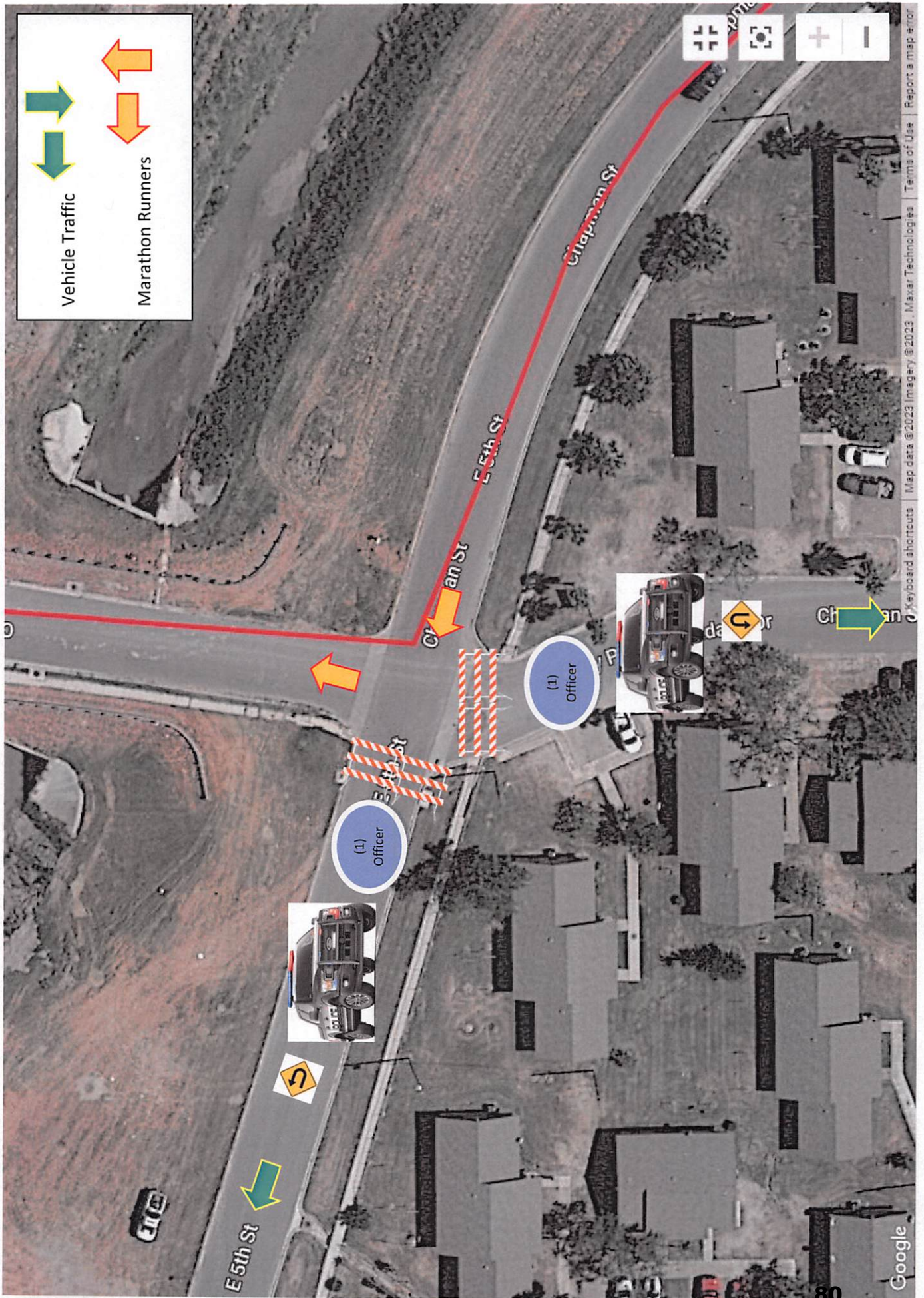


Vehicle Traffic

Marathon Runners



37. E. 5TH ST. & GUADALUPE "WALLY" PRADO JR ST.



38. GUADALUPE "WALLY" PRADO JR. ST. & ALAMO ST.



39. GUADALUPE "WALLY" PRADO JR ST. & ORANGE ST.



Vehicle Traffic 
Marathon Runners 

Water Station #7
Relay Exchange HEB Park
Mile Marker 13.1
Water Electrolyte: Yes
Fruit/Gels: No
Medical & Toilets: Yes

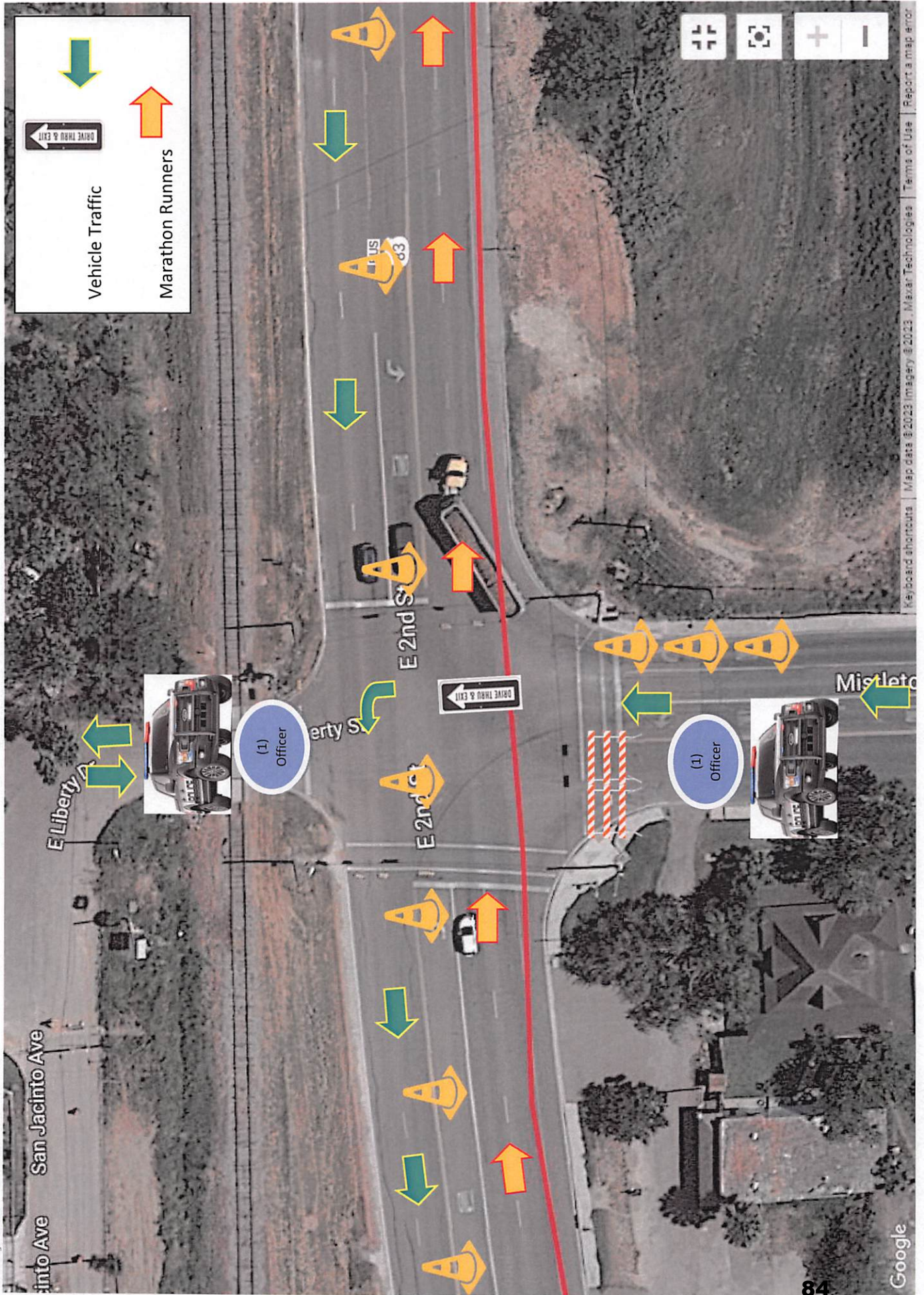
(1)
Officer



40. GUADALUPE "WALLY" PRADO JR ST. & E. BUS. 83

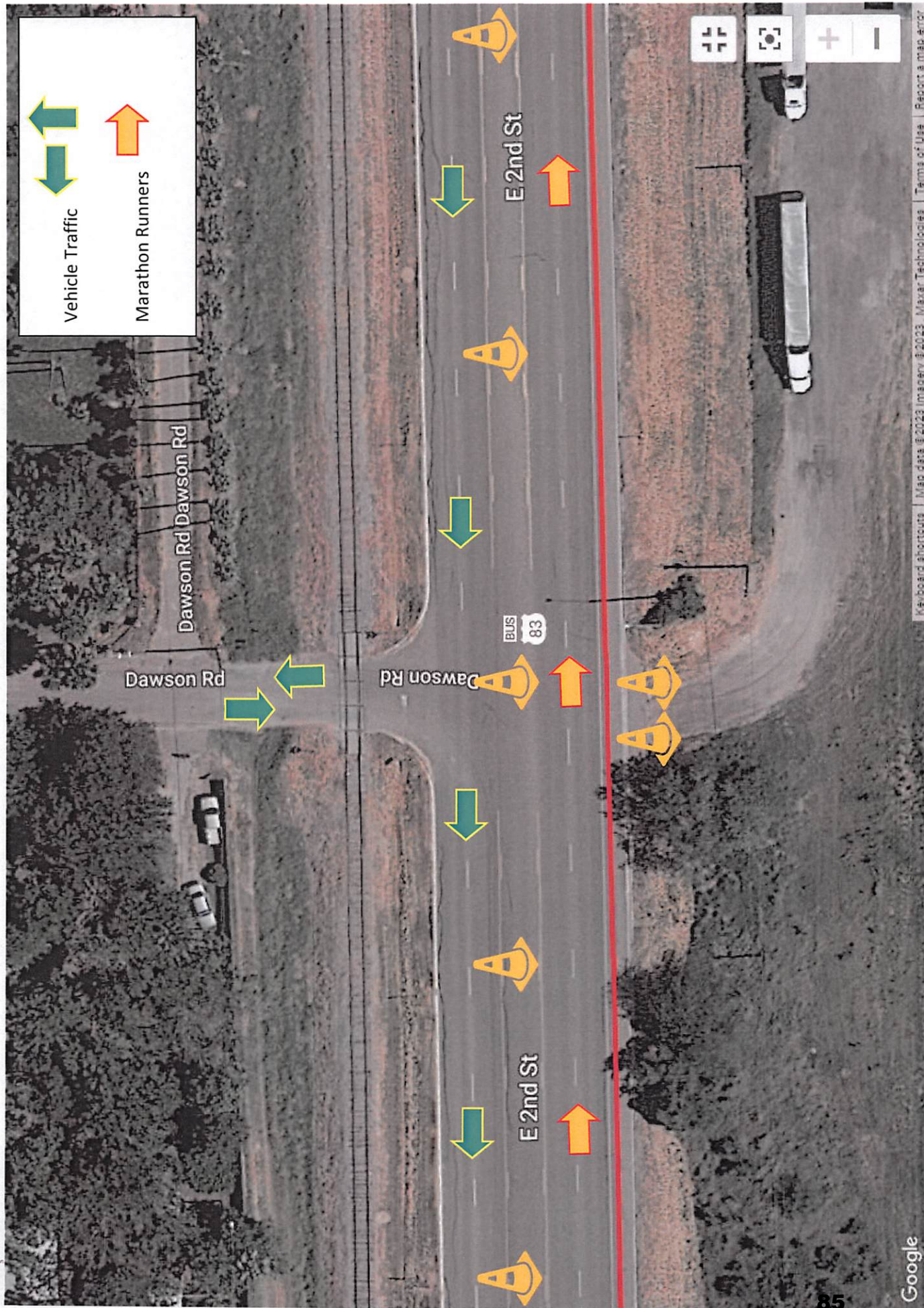


41. E. BUS. 83 & S. FM 491 RD.



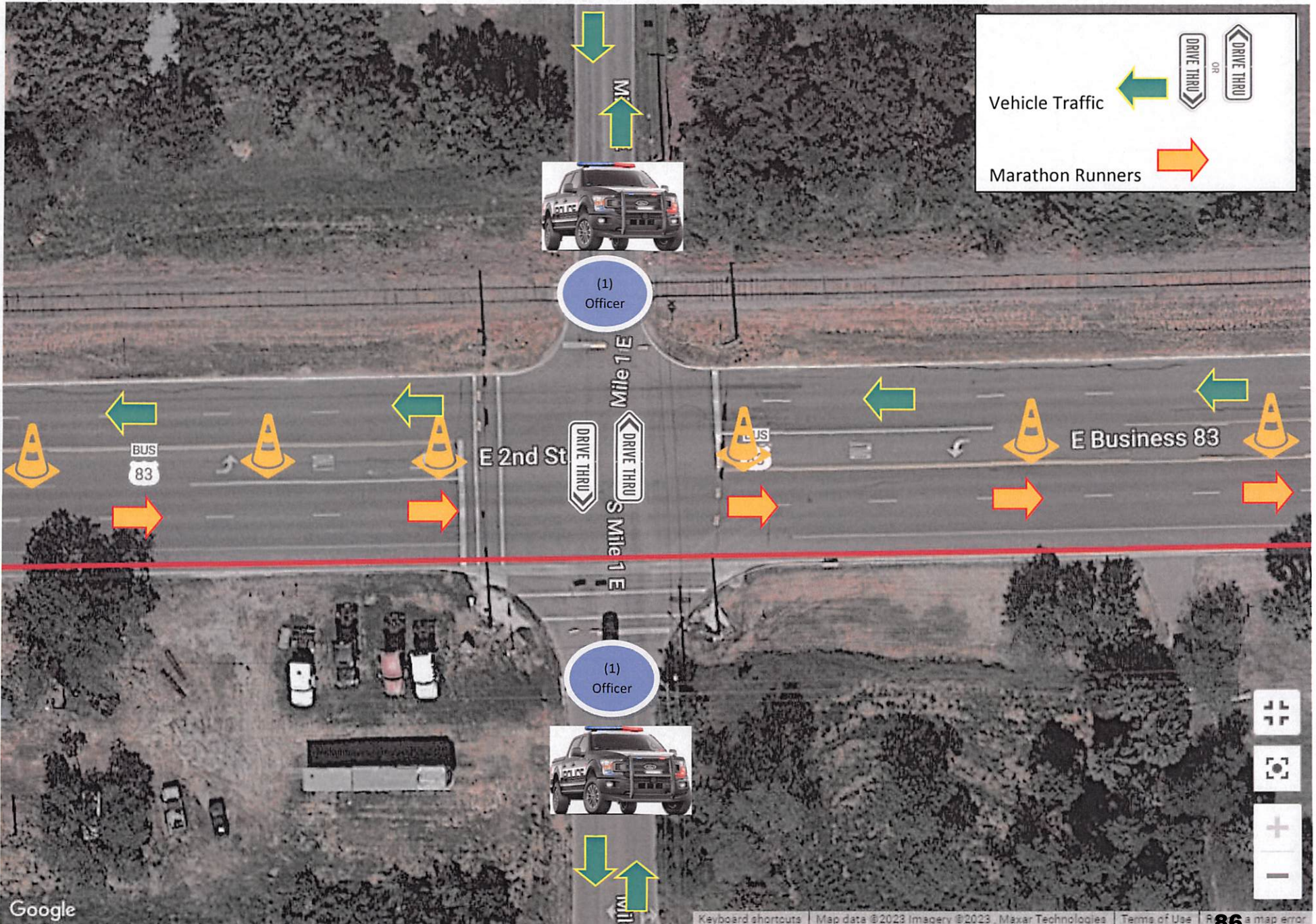


42. E. BUS. 83 & S. DAWSON RD.





43. E. BUS. 83 & S. MILE 1E. RD.





44. E. BUS. 83 & EASTLAND DR.



Vehicle Traffic

Marathon Runners

Water Station #8

Relay Exchange HEB Park

Mile Marker 14

Water Electrolyte: Yes

Fruit/Gels: No

Medical & Toilets: Yes

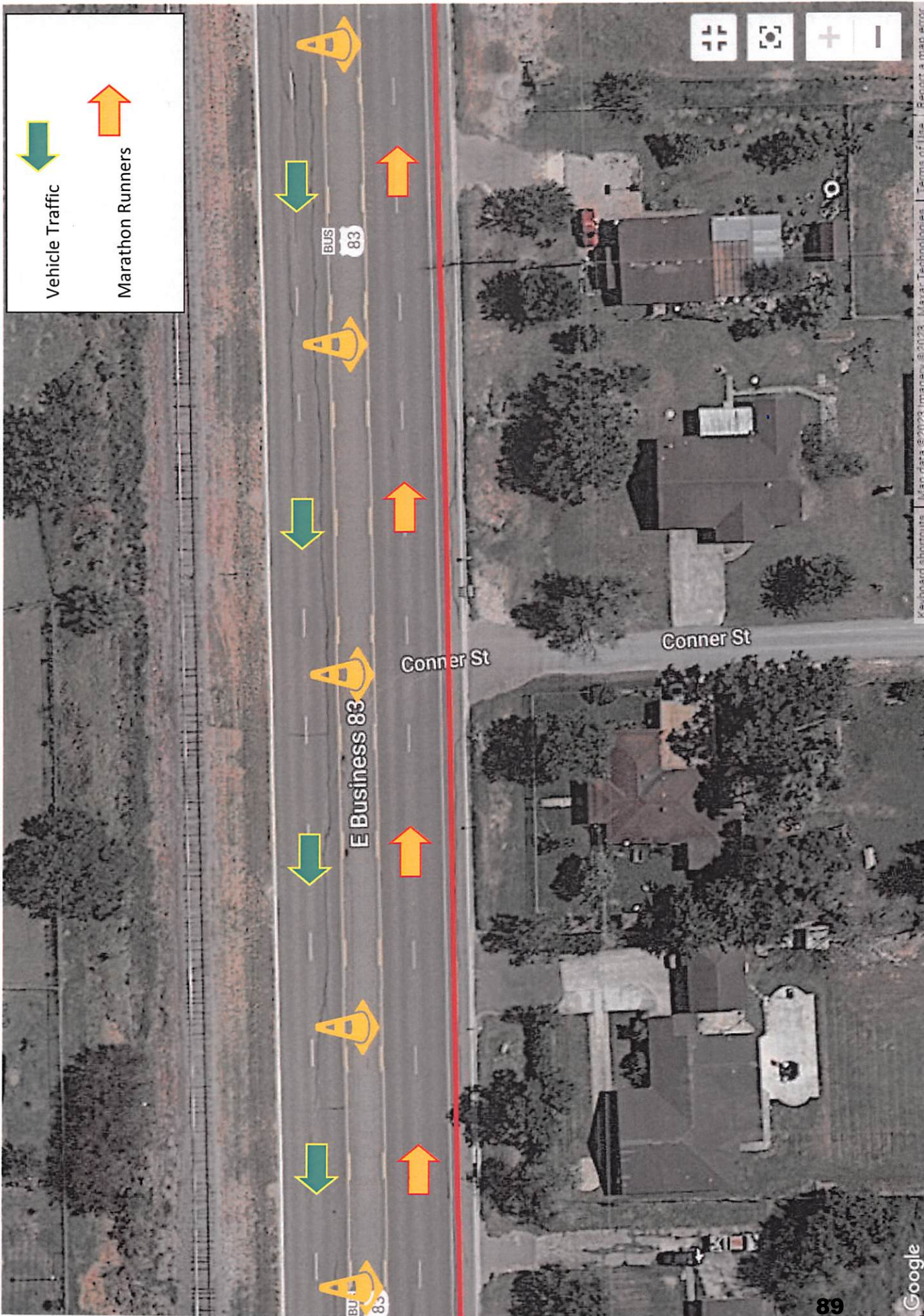
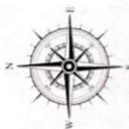
45. E. BUS. 83 & S. MILE 1.5E. RD.



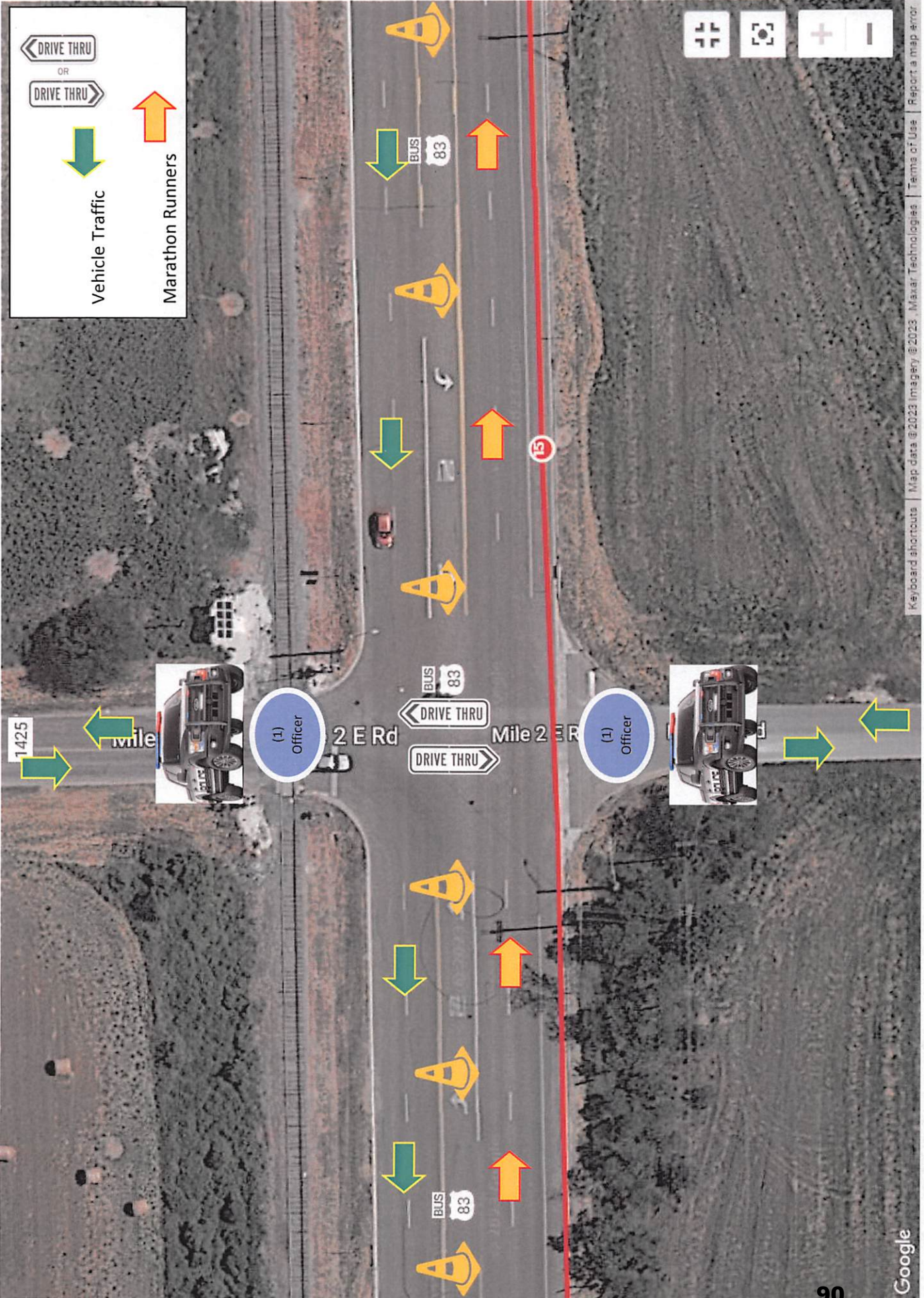
Vehicle Traffic

Marathon Runners

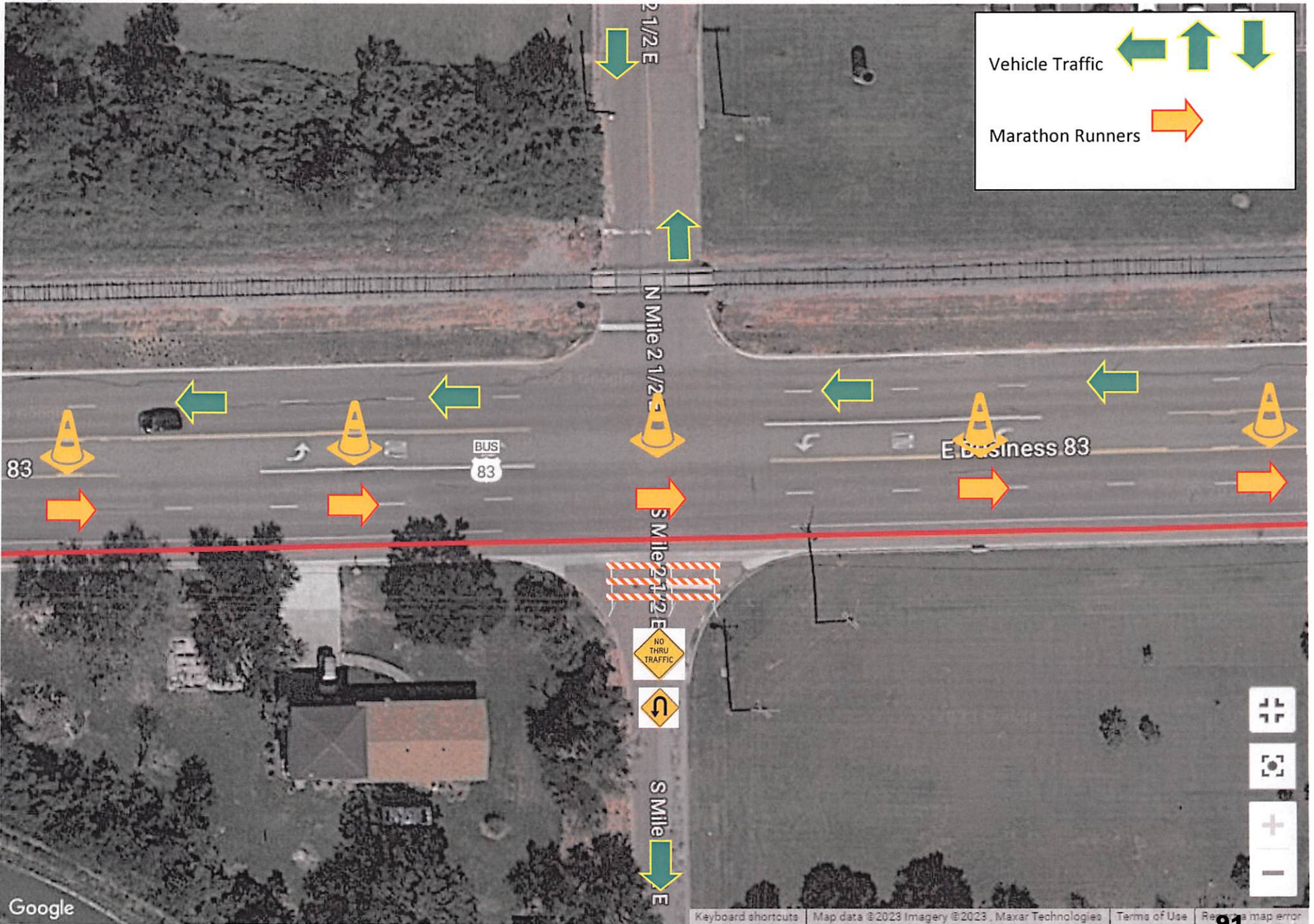
46. E. BUS. 83 & CONNER ST.



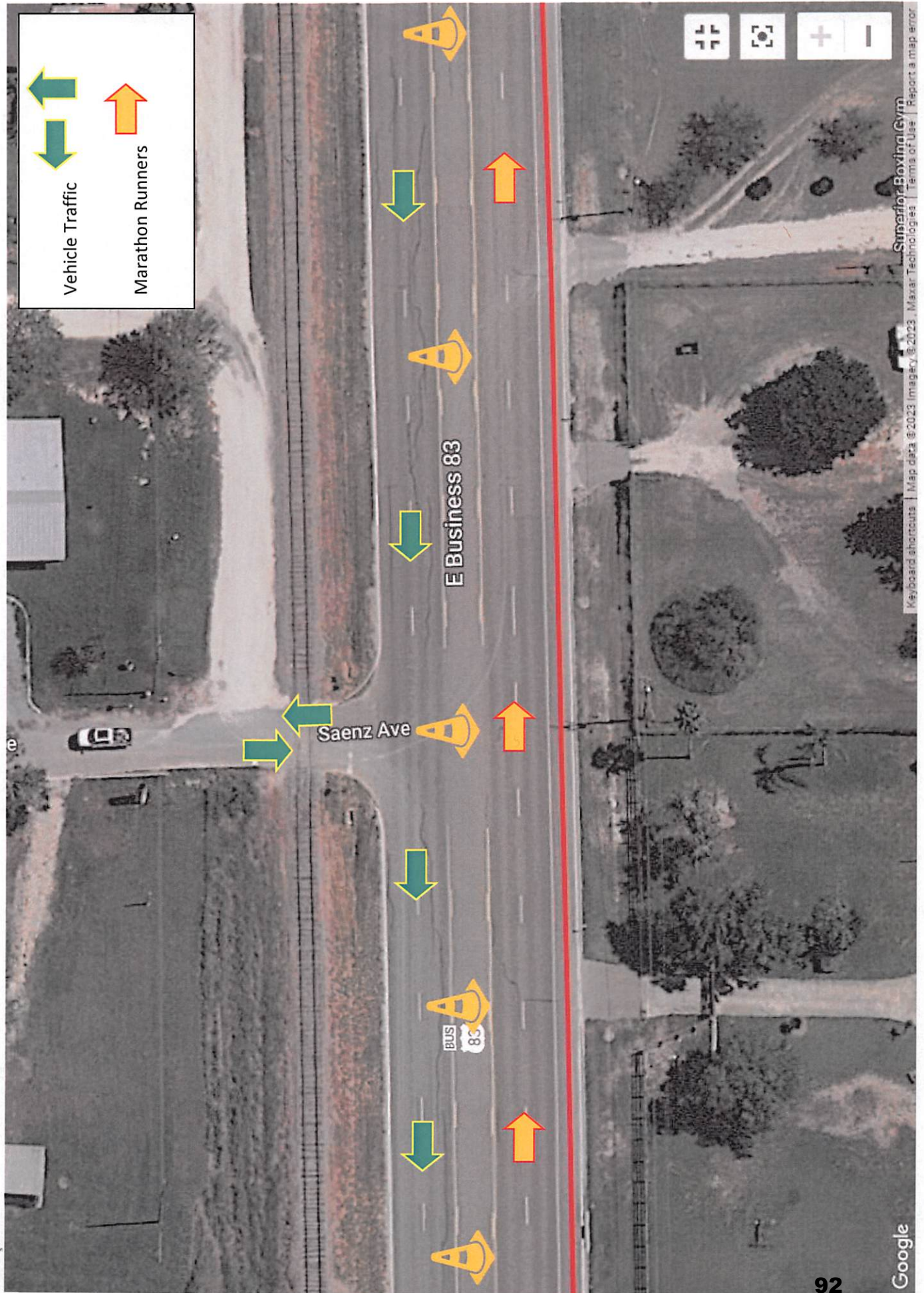
47. E. BUS. 83 & S. MILE 2E. RD.



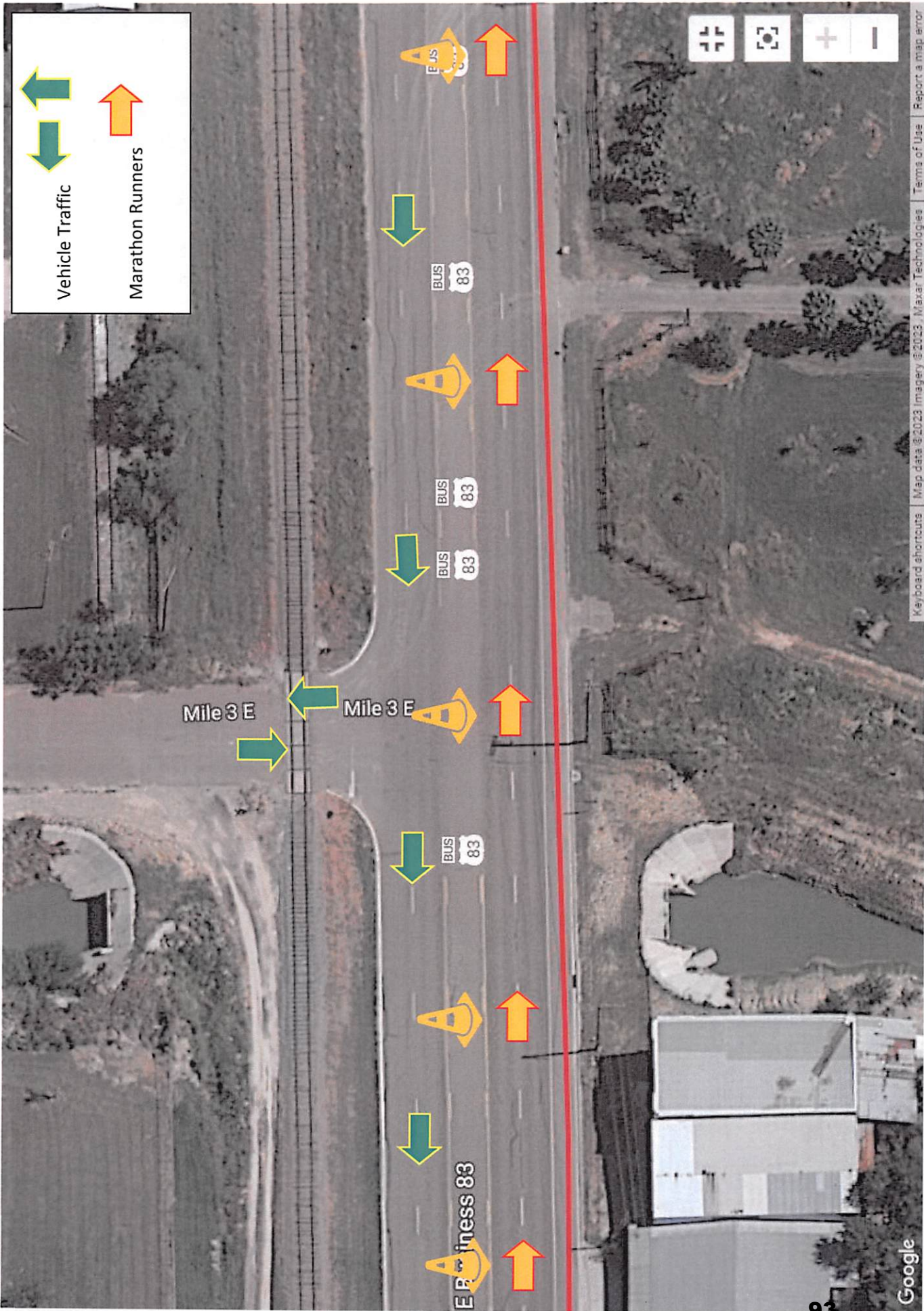
48. E. BUS. 83 & S. MILE 2.5E. RD.



49. E. BUS. 83 & SAENZ AVE.



50. E. BUS. 83 & S. MILE 3E. RD.



Type III Barricade: Has three reflective boards, all with sheeting. They are able to block entire lanes of traffic, making them ideal for road closers or detours. Although they may be tricky to store due to their size, there are collapsible options available with 4', 6', 8' and 10' boards.

Placement

Our barricades are sheeted to have both right and left facing sheeting on opposite sides.

Right Barricade: placed on the right side of the road, as traffic passes to its left. The orange and white sheeting should be sloping downwards from right to left.

Left Barricade: placed on the left side of the road, as traffic passes to its right. The orange and white sheeting should be sloping downwards from left to right.

	INTERSECTIONS	BARRICADES
1.	W. Bus. 83 / S. Mile 2 ½ West	2
3.	W. Bus. 83 / S. Maryland Ave.	2
4.	W. Bus. 83 / S. Palm Ave.	2
5.	W. Bus. 83 / S. Frances Ave.	2
6.	W. Bus. 83. / S. Colorado Ave.	2
8.	W. Bus. 83 / S. Indiana Ave.	2
9	W. Bus. 83 / S. Washington Ave.	2
10.	W. Bus. 83 / S. Georgia Ave.	2
12.	W. Bus. 83 / S. Missouri Ave.	3
13.	W. Bus. 83 / S. Texas Ave.	5
14.	S. Texas Ave. / W. 3 rd St.	4
15.	S. Texas Ave. / W. 4 th St.	4
17.	S. Texas Ave. / W. 6 th St.	4
18.	S. Texas Ave. / W. 8 th St.	4
19.	S. Texas Ave. / W. 10 th St.	4
20.	W. 10 th St. / S. Ohio Ave.	2
21.	W. 10 th St. / S. Illinois Ave.	2
22.	W. 10 th St. / S. Palm Dr.	2
25.	E. 10 th St. / Iowa Ave.	2
26.	E. 10 th St. / Bruce St.	2
29.	E. 10 th St. / Nevada Ave.	2
30.	E. 10 th St. / Chapman St.	1
31.	E. 10 th St. / FM 491 Rd.	5
35.	S. FM 491 Rd. / E. 5 th St.	4
36.	E. 5 th St. / Avenue C	2
37.	E. 5 th St. / Guadalupe Wally Prado St.	4
38.	Guadalupe Wally Prado St. / Alamo St.	2
39.	Guadalupe Wally Prado St. / Orange St.	2
40.	Guadalupe Wally Prado St. / E. Bus. 83	6
41.	E. Bus. 83 / S. FM 491 Rd.	2
48.	E. Bus. 83 / S. Mile 2 ½ E. Rd.	2
	TOTAL:	86

REQUIRED: 100 Barricades

City of Mercedes 25 Barricades

MISD 25 Barricades

MVEC 25 Barricades

RGVLS 25 Barricades

Traffic Cone Placement

FHWA Guidelines for Traffic Cone Placement: According to FHWA, traffic cones should be placed in a specific manner to ensure optimal safety on roads. First, always face traffic when placing cones, so drivers can see them from a distance and adjust their speed accordingly. Place the cones at regular intervals, with a **minimum spacing of 30 feet** in between, to create a clear path for drivers to follow. Use additional cones to indicate any hazards or obstacles, such as lane closures or debris, and to guide drivers to the correct lane.

BUS. 83 to TEXAS	2.5 MILES	= 13,250 FEET	30 FT. SPACED	440 CONES
TEXAS TO 10 TH	0.6 MILES	= 3,168 FEET		
10 TH TO 491	0.7 MILES	= 3,696 FEET		
491 TO 5 TH ST.	0.2 MILES	= 1,056 FEET	30 FT SPACED	35 CONES
5 TH TO CHAPMAN	0.2 MILES	= 1,056 FEET		
CHAPMAN TO BUS. 83	0.3 MILES	= 1,584 FEET		
BUS. 83 TO MILE 3 E.	2.7 MILES	- 14,256 FEET	30 FT SPACED	475 CONES
TOTAL: 7.1 MILES		TOTAL CONES NEEDED: 950		

REQUIRED: 1,000 Cones

- City of Mercedes 250 Cones
- MISD 250 Cones
- MVEC 250 Cones
- RGVLS 250 Cones

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 3800 – 400 Block of West Business 83 (Eastbound ½ closure), 200 - 1000 Block of S. Texas Ave. (Southbound & Northbound full closure.), 400 – 100 Block West Tenth St. (Eastbound & Westbound full closure), 100 – 700 Block of East Tenth St. (Eastbound & Westbound full closure), 1000 – 500 Block of S. FM 491 Rd. (Southbound ½ closure), 700 – 500 East Fifth St. (Westbound & Eastbound full closure), 500 – 200 Block of Guadalupe Wally Prado Jr. St. (Northbound & Southbound full closure), 500 – 8000 East Business 83 (Eastbound ½ closure) FOR ACTIVITIES ASSOCIATED WITH THE INAUGURAL SOUTH TEXAS INTERNATIONAL MARATHON 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 DECEMBER 3, 2023 for activities associated with the Inaugural South Texas International Marathon from operation peak hours 04:00 AM to 01:30 PM. (Note: Operation hours subject to change).

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 7th of November 2023, this resolution was adopted in accordance with Chapter 43, Texas Administrative Code, Section 22.12, and to comply with the rules and procedures established by said chapter and section, and the City Manager is hereby authorized to sign the temporary right of way closure agreement with the State of Texas. This resolution is adopted so that the INAUGURAL SOUTH TEXAS INTERNATIONAL MARATHON EVENT may be conducted on December 3, 2023 in the Agreement for the Temporary Closure of State Right of Way (43 TAC, Section 22.12).

Passed and approved on this the 7th Day of November, 2023.

Oscar Montoya, Mayor

ATTEST:

Joselynn Castillo, City Secretary

Exhibit C

(SEE ATTACHED TRAFFIC CONTROL AGREEMENT)



MERCEDES POLICE DEPARTMENT

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

Francisco J. Sanchez
Interim Chief of Police

Tuesday, November 7, 2023

To: Texas Department of Transportation

From: Lieutenant Orlando Diaz

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

Exhibit C

The Mercedes Public Safety Department will be providing law enforcement personnel to conduct Traffic Control for the Inaugural South Texas International Marathon Event during the hours of 04:00 AM – 01:30 PM. *(Note: Operation peak hours subject to change)*. The event is being held on Sunday, December 3, 2023.

Lt. Orlando Diaz



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/02/2023

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

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER East Main Street Insurance Services, Inc. Will Maddux PO Box 1298 Grass Valley CA 95945	CONTACT NAME: Will Maddux PHONE (A/C No. Ext): (530) 477-6521 E-MAIL ADDRESS: info@theeventhelper.com	FAX (A/C No.):
	INSURER(S) AFFORDING COVERAGE	
INSURED BMR, LLC c/o Basilio Mendoza 1213 Bella Vista Ave Palmview TX 78572	INSURER A: Lloyds Syndicate 2623	NAIC # AA-1128623
	INSURER B: Lloyds Syndicate 623	NAIC # AA-1126623
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	Y	EH-771323-L3833884	12/02/2023	12/04/2023	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (other than fire) \$ 1,000,000
	<input checked="" type="checkbox"/> Host Liquor Liability						MED EXP (Any one person) \$ 5,000
	<input type="checkbox"/> Retail Liquor Liability						PERSONAL & ADV INJURY \$ 1,000,000
GENL AGGREGATE LIMIT APPLIES PER:					12:01 AM	12:01 AM	GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						Deductible \$ 1,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						\$
	<input type="checkbox"/> UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder listed below is named as additional insured per attached CG 20 26 04 13. Attendance: 500, Event Type: Marathon (Walking or Running). Primary/Non-Contributory wording applies per attached CG 20 01 04 13. Waiver of transfer of rights of recovery against others to us reference attached EH2100 06/18

CERTIFICATE HOLDER**CANCELLATION**

City of Donna 307 S 12th St Donna TX 78537	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule

Name of Additional Insured Person(s) or Organization(s):

City of Donna
 307 S 12th St
 Donna, TX 78537

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. in the performance of your ongoing operations; or
2. in connection with your premises owned by or rented to you.

However:

1. the insurance afforded to such additional insured only applies to the extent permitted by law; and
2. if coverage provided to the Additional Insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these Additional Insureds, the following is added to **SECTION III - LIMITS OF INSURANCE**:

If coverage provided to the Additional Insured is required by a contract or agreement, the most we will pay on behalf of the Additional Insured is the amount of insurance:

1. required by the contract or agreement; or
2. available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) the Additional Insured is a Named Insured under such other insurance; and
- (2) you have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the Additional Insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

Schedule

Name of Person or Organization:
City of Donna 307 S 12th St Donna, TX 78537
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard." This waiver applies only to the person or organization shown in the Schedule above.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/02/2023

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PRODUCER East Main Street Insurance Services, Inc. Will Maddux PO Box 1298 Grass Valley CA 95945	CONTACT NAME: Will Maddux PHONE (A/C, No. Ext): (530) 477-6521 E-MAIL ADDRESS: info@theeventhelper.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED BMR, LLC c/o Basilio Mendoza 1213 Bella Vista Ave Palmview TX 78572	INSURER A: Lloyds Syndicate 2623	NAIC # AA-1128623
	INSURER B: Lloyds Syndicate 623	NAIC # AA-1126623
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			EH-771323-L3833884	12/02/2023 12:01 AM	12/04/2023 12:01 AM	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (other than fire) \$ 1,000,000
	<input checked="" type="checkbox"/> Host Liquor Liability						MED EXP (Any one person) \$ 5,000
	<input type="checkbox"/> Retail Liquor Liability						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						Deductible \$ 1,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	DED RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N		N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate holder listed below is named as additional insured per attached CG 20 26 04 13. Attendance: 500, Event Type: Marathon (Walking or Running). Primary/Non-Contributory wording applies per attached CG 20 01 04 13. Waiver of transfer of rights of recovery against others to us reference attached EH2100 06/18

CERTIFICATE HOLDER City of Weslaco 255 S Kansas Ave Weslaco TX 78596	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule

<p>Name of Additional Insured Person(s) or Organization(s):</p> <p>City of Weslaco 255 S Kansas Ave Weslaco, TX 78596</p> <p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

A. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. in the performance of your ongoing operations; or
2. in connection with your premises owned by or rented to you.

However:

1. the insurance afforded to such additional insured only applies to the extent permitted by law; and
2. if coverage provided to the Additional Insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these Additional Insureds, the following is added to **SECTION III - LIMITS OF INSURANCE**:

If coverage provided to the Additional Insured is required by a contract or agreement, the most we will pay on behalf of the Additional Insured is the amount of insurance:

1. required by the contract or agreement; or
2. available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) the Additional Insured is a Named Insured under such other insurance; and

(2) you have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the Additional Insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

Schedule

Name of Person or Organization:
City of Weslaco 255 S Kansas Ave Weslaco, TX 78596
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard." This waiver applies only to the person or organization shown in the Schedule above.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/02/2023

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PRODUCER East Main Street Insurance Services, Inc. Will Maddux PO Box 1298 Grass Valley CA 95945	CONTACT NAME: Will Maddux	
	PHONE (A/C, No, Ext): (530) 477-6521 FAX (A/C, No): E-MAIL ADDRESS: info@theeventhelper.com	
INSURED BMR, LLC c/o Basilio Mendoza 1213 Bella Vista Ave Palmview TX 78572	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Lloyds Syndicate 2623	AA-1128623
	INSURER B : Lloyds Syndicate 623	AA-1128623
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	Y	EH-771323-L3833884	12/02/2023	12/04/2023	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (other than fire) \$ 1,000,000
	<input checked="" type="checkbox"/> Host Liquor Liability						MED EXP (Any one person) \$ 5,000
	<input type="checkbox"/> Retail Liquor Liability						PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						Deductible \$ 1,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	DED RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder listed below is named as additional insured per attached CG 20 26 04 13. Attendance: 500, Event Type: Marathon (Walking or Running). Primary/Non-Contributory wording applies per attached CG 20 01 04 13. Waiver of transfer of rights of recovery against others to us reference attached EH2100 06/18

CERTIFICATE HOLDER

CANCELLATION

City of Mercedes 400 S Ohio Ave Mercedes TX 78570	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule

<p>Name of Additional Insured Person(s) or Organization(s):</p> <p>City of Mercedes 400 S Ohio Ave Mercedes, TX 78570</p> <p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

A. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. in the performance of your ongoing operations; or
2. in connection with your premises owned by or rented to you.

However:

1. the insurance afforded to such additional insured only applies to the extent permitted by law; and
2. if coverage provided to the Additional Insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these Additional Insureds, the following is added to **SECTION III - LIMITS OF INSURANCE**:

If coverage provided to the Additional Insured is required by a contract or agreement, the most we will pay on behalf of the Additional Insured is the amount of insurance:

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PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

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Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

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WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

Schedule

Name of Person or Organization:
City of Mercedes 400 S Ohio Ave Mercedes, TX 78570
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard." This waiver applies only to the person or organization shown in the Schedule above.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/02/2023

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PRODUCER East Main Street Insurance Services, Inc. Will Maddux PO Box 1298 Grass Valley CA 95945		CONTACT NAME: Will Maddux PHONE (A/C, No, Ext): (530) 477-6521 E-MAIL ADDRESS: info@theeventhelper.com	FAX (A/C, No):
INSURED BMR, LLC c/o Basilio Mendoza 1213 Bella Vista Ave Palmview TX 78572		INSURER(S) AFFORDING COVERAGE INSURER A: Lloyds Syndicate 2623 INSURER B: Lloyds Syndicate 623 INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # AA-1128623 AA-1126623

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Host Liquor Liability <input type="checkbox"/> Retail Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC. OTHER:	Y	Y	EH-771323-L3833884	12/02/2023 12:01 AM	12/04/2023 12:01 AM	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (other than fire) \$ 1,000,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder listed below is named as additional insured per attached CG 20 26 04 13. Attendance: 500, Event Type: Marathon (Walking or Running). Primary/Non-Contributory wording applies per attached CG 20 01 04 13. Waiver of transfer of rights of recovery against others to us reference attached EH2100 06/18

CERTIFICATE HOLDER**CANCELLATION**

City of La Feria 115 E Commercial Ave La Feria TX 78559	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Will Maddux</i>
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule

Name of Additional Insured Person(s) or Organization(s):

City of La Feria
115 E Commercial Ave
La Feria, TX 78559

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. in the performance of your ongoing operations; or
2. in connection with your premises owned by or rented to you.

However:

1. the insurance afforded to such additional insured only applies to the extent permitted by law; and
2. if coverage provided to the Additional Insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these Additional Insureds, the following is added to **SECTION III - LIMITS OF INSURANCE**:

If coverage provided to the Additional Insured is required by a contract or agreement, the most we will pay on behalf of the Additional Insured is the amount of insurance:

1. required by the contract or agreement; or
2. available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance Condition** and supersedes any provision to the contrary:

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) the Additional Insured is a Named Insured under such other insurance; and
- (2) you have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the Additional Insured.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

Schedule

Name of Person or Organization:
City of La Feria 115 E Commercial Ave La Feria, TX 78559
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard." This waiver applies only to the person or organization shown in the Schedule above.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/02/2023

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER East Main Street Insurance Services, Inc. Will Maddux PO Box 1298 Grass Valley CA 95945	CONTACT NAME: Will Maddux PHONE (A/C, No, Ext): (530) 477-6521 E-MAIL ADDRESS: info@theeventhelper.com FAX (A/C, No):	
	INSURER(S) AFFORDING COVERAGE INSURER A: Lloyds Syndicate 2623 INSURER B: Lloyds Syndicate 623 INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED BMR, LLC c/o Basilio Mendoza 1213 Bella Vista Ave Palmview TX 78572	NAIC # AA-1128623 AA-1126623	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR Host Liquor Liability Retail Liquor Liability	Y	Y	EH-771323-L3833884	12/02/2023 12:01 AM	12/04/2023 12:01 AM	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (other than fire) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Deductible \$ 1,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder listed below is named as additional insured per attached CG 20 26 04 13. Attendance: 500, Event Type: Marathon (Walking or Running). Primary/Non-Contributory wording applies per attached CG 20 01 04 13. Waiver of transfer of rights of recovery against others to us reference attached EH2100 06/18

CERTIFICATE HOLDER City of Harlingen 118 E Tyler Ave Harlingen TX 78550	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule

Name of Additional Insured Person(s) or Organization(s):

City of Harlingen
118 E Tyler Ave
Harlingen, TX 78550

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- 1. in the performance of your ongoing operations; or
- 2. in connection with your premises owned by or rented to you.

However:

- 1. the insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. if coverage provided to the Additional Insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these Additional Insureds, the following is added to **SECTION III - LIMITS OF INSURANCE**:

If coverage provided to the Additional Insured is required by a contract or agreement, the most we will pay on behalf of the Additional Insured is the amount of insurance:

- 1. required by the contract or agreement; or
- 2. available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance Condition** and supersedes any provision to the contrary:

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) the Additional Insured is a Named Insured under such other insurance; and
- (2) you have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the Additional Insured.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

Schedule

Name of Person or Organization:
City of Harlingen 118 E Tyler Ave Harlingen, TX 78550
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard." This waiver applies only to the person or organization shown in the Schedule above.