Chapter 232, Texas Local Government Code

COUNTY OF HIDALGO

PLANNING DEPARTMENT

Main Office
2818 S Business Hwy 281
Edinburg, Texas 78539
Ph: 956-318-2840
Fax: 956-318-2844

Precinct No. 1 Substation
1900 Joe Stephens Ave. Ste. A
Weslaco, Texas 78596
Ph: 956-968-4734
Fax: 956-973-7850

Precinct No. 3 Substation
2401 N. Moorefield Rd.
Mission, Texas 78572
Ph: 956-205-7045
Fax: 956-205-7049

10/29/2026 3:51:51 PM

Permit No.: Permit 4-11379
Receipt No.: 049954
N3400-00-000-3009-01

US IBWC FLOODWAY
NE OF ML 10 N AND MILE 1 WEST
MERCEDES , TX 785700
(000) 000-0000
(956) 292-7080

[1] Contractor: HCDD NO. 1
[2] Water System: Military WSC
[3] Class of Work: ARC 18 Structures other than buildings (cell phone tower, lift stations, etc.)
[4] Size of Structure: 940Sq.Ft.
[5] Legal Description: NORTH CAPISALLO FARM TRACT 3009 AN IRR TR N235.72'-S516.40' 1.57AC NET
[6] Location: NE OF MILE 10 N. ROAD AND MIEL 1 WEST ROAD.
[7] Sewage: North Alamo WSC
[8] Construction Type: Block
[9] Est. Cost of Construction: $2000000.00
[10] Flood Zone: Zone A

Community Panel Number: 4803340450C
Precinct: 4
Certification of Elevation Required: Yes
Setbacks: Front NA', Rear NA', Side NA', Side NA', Corner NA'
Special Conditions: DRAINAGE STRUCTURE PERMIT
Description: Permit 4-11379
Price: $150.00
Description: FLOOD ZONE FEE
Price: $200

Total Amount.....$350.00

Method of Payment: Cash
Check/M.O.#:
Payment: $350.00
Change Due: $0.00
Application: maria.cerda
Inspector: cynthia.hernandez1
Receipt: maria.cerda

Cashier

10/29/26
Date

[NOTICE]

ALL SETBACKS AND FINISH FLOOR ELEVATIONS SHALL BE IN COMPLIANCE WITH THE SUBDIVISION PLAT AND/OR DEED RESTRICTIONS. NO CONSTRUCTION ALLOWED OVER ANY EASEMENTS. NO MORE THAN ONE SINGLE FAMILY RESIDENCE PER LOT. APPLICANT SHALL COMPLY WITH ALL THE PLAT AND OR DEED RESTRICTIONS AND REQUIREMENTS AFFECTING THE LOT. APPLICANT ACKNOWLEDGES THAT NO FURTHER DIVISION OF THE DESCRIBED PROPERTY SHALL BE DONE WITHOUT FIRST PREPARING A SUBDIVISION PLAT IN ACCORDANCE WITH HIDALGO COUNTY SUBDIVISION RULES, TEXAS LOCAL GOVERNMENT CODE AND/OR TEXAS WATER DEVELOPMENT BOARD MODEL SUBDIVISION RULES. A CLEARANCE WILL NOT BE ISSUED FOR ANY PROPERTY LOCATED IN AN AREA DESIGNATED AS ZONE 'A', 'AE', 'AH' OR 'AO' UNTIL THE OWNER AND/OR CONTRACTOR HAS PROVIDED THE PLANNING DEPARTMENT A DEVELOPMENT PERMIT APPROVED BY THE COUNTY OF HIDALGO FLOOD PLAIN administrator INCLUDING AN ELEVATION CERTIFICATE REFLECTING THE PROPOSED FINISHED FLOOR ELEVATION FOR THE IMPROVEMENTS AND THE BASE FLOOD ELEVATION FOR THE PROPERTY. IN ADDITION, A FINAL CLEARANCE WILL NOT BE ISSUED UNTIL THE OWNER AND/OR CONTRACTOR HAS PROVIDED THE PLANNING DEPARTMENT A FINISHED FLOOR CONSTRUCTION ELEVATION CERTIFICATE CONFIRMING THAT ALL IMPROVEMENTS WERE CONSTRUCTED IN ACCORDANCE WITH THE TERMS OF THE INITIAL APPLICATION AND FLOOD PLAIN ADMINISTRATION DEVELOPMENT PERMIT. A SEPARATE PERMIT IS ALSO REQUIRED FOR INSTALLATION OF SEPTIC TANKS AND THE VERIFICATION THAT SEPTIC TANKS WERE INSTALLED IN COMPLIANCE WITH ALL LEGAL REQUIREMENTS. THIS APPLICATION IS SUBJECT TO CANCELLATION IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF ONE YEAR AT ANY TIME AFTER WORK IS COMMENCED. APPLICANT/OWNER STATES THAT NO STRUCTURE EXISTS ON THIS TRACT OF LAND. IF FOUND IN VIOLATION APPROVED APPLICATION MAY BE REVOKED. APPROVED APPLICATION FEE SHALL BE DOUBLED FOR CONSTRUCTION COMMENCING AND/OR STRUCTURES MOVED IN PRIOR TO OBTAINING AN APPROVED APPLICATION. THE FORGOING IS A TRUE AND CORRECT DESCRIPTION OF THE IMPROVEMENTS CONTEMPLATED BY THE UNDERSIGNED APPLICANT, AND THE APPLICANT STATES THAT THE APPLICANT WILL HAVE FULL AUTHORITY OVER THE CONSTRUCTION OF SAME AND CONTRACTOR AND APPLICANT HEREBY AGREE TO COMPLY WITH ALL COUNTY REQUIREMENTS AND APPLICABLE PLAT AND/OR DEED RESTRICTIONS. APPLICANT AND CONTRACTOR HEREBY CERTIFY THAT EACH HAS READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION. BY SIGNING THIS APPLICATION, APPLICANT AND CONTRACTOR AUTHORIZE REPRESENTATIVES OF THE COUNTY OF HIDALGO TO COME ON TO THE CONSTRUCTION SITE TO MONITOR CONTRACTOR'S AND APPLICANT'S COMPLIANCE WITH THE TERMS OF THE PERMIT AND THE COUNTY'S SUBDIVISION REGULATIONS. PLEASE CONTACT PLANNING DEPARTMENT 48 HOURS PRIOR TO POURING OF FOUNDATION FOR INSPECTION OF BUILDING SETBACKS FROM PROPERTY LINES AND FINISH FLOOR ELEVATION. NO CONSTRUCTION ALLOWED OVER ANY EASEMENTS. BUILDING SETBACKS AND FINISH FLOOR ELEVATIONS SHALL BE MET PRIOR TO POURING FOUNDATION OR WHEN MOVING IN A STRUCTURE.

Signature of Owner or Applicant

10/29/24
Date

HIDALGO COUNTY PLANNING DEPARTMENT

Permit Fee Checklist

Anthony Uresti
Director Of Planning

1. Project Details

Permit Type: **DRAINAGE STRUCTURE INSIDE FLOODWAY BY HCDD1.**

Permit Information: **PID:1539879/ 1.57 AC OUT OF NORTH CAPISALLO FARM 3009./ US IBWC FLOODWAY.**

2. Permit Fee

Select the applicable fee type and fill in the amount.

- ☐ Residential - New Construction: $200
- ☐ Residential - Addition: $60
- ☐ Utility Clearance: $60
- ☒ Commercial Fee (Based On 940 Sq Ft): $150.00 (WAIVED BY A. URESTI)
- ☐ Industrial Permit Fee (Based on Project Valuation): $_____
- ☐ Other Flat Fee Service: $_____ (e.g., Utility Certificates, Solar Panels, Affidavit)

3. Additional Fees

- ☐ Site Plan Review: $150
- ☒ Flood Zone Fee: $200 (WAIVED BY A. URESTI)
- ☐ Penalty Fee: $100
- ☐ Re-Inspection Fee(s): $35 x _____ = $_____

4. Total Fee Summary

Total Amount to Be Charged: $0.00

Inspector Signature: _____ Date: **10/29/2026**

Clerk Initials (once received): _____

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Anthony Uresti
Director of Planning

Application No: 38953
N3400-00-000-3009-01

Chapter 232, Texas Local Government Code
APPLICATION

1. Legal Description: NORTH CAPISALLO FARM TRACT 3009 AN IRR TR N235.72'-S516.40' 1.57AC NET
   Deed Legal Description: NORTH CAPISALLO FARM TRACT 3009 AN IRR TR N235.72'-S516.40' 1.57AC NET

2. Owner of Property: US IBWC FLOODWAY Phone No: (000) 000-0000
   Mailing Address: NE OF ML 10 N AND MILE 1 WEST City: MERCEDES State: TX Zip: 785700

3. Name of Applicant: HIDALGO COUNTY DRAINAGE DIST NO. 1 Phone No: (956) 292-7080
   Mailing Address: 902 N DOOLITTLE RD City: EDINBURG State: TX Zip: 78542

4. Water System: Military WSC

5. Sewage Treatment: N/A
   Sewer System Provider: North Alamo WSC

6. Class of Work: Other - DRAINAGE STRUCTURE

7. Material Used: Block

8. Total Cost of Structure: $2000000.00 Size of Structure (Total sq. ft.): 940

9. Existing Structures on Property: No Describe Structure: 4X4 BOX CULVERT

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PERSON SIGNING MUST BE THE NAME SHOWN ON THE DEED OR PROVIDE NOTARIZED AFFIDAVIT AUTHORIZING SIGNATURE ON BEHALF OF OWNER
PLEASE SIGN IN BLUE INK

Signature of Owner/Applicant: _____ **Date:** _____ **20** _____

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956-205-7045

Anthony Uresti
Director of Planning

APPLICATION

Chapter 232, Texas Local Government Code

APPLICATION PID 153 9879 **No.**_____

PLEASE PRINT (BLUE INK ONLY)

DATE PERMIT ISSUED:_____

1. Name of Subdivision: 1.57 AC OUT OF NORTH CAPISALLO FARM 3009 Lot No.: _____ Block No.: _____

2. Owner of Property: US IBWC FLOODWAY Phone No: _____

   Mailing Address: NE OF MILE 10 N AND MILE 1 WEST. City: MERCEDES State: TX Zip: _____

3. Name of Applicant (If Not Owner): Hidalgo County Drainage District No. 1 Phone No: 956-292-7080

   Mailing Address: 902 N Doolittle Rd City: Edinburg State: TX Zip: 78542

4. Water System: ☐ Sharyland WSC ☐ Agua S.U.D. ☐ North Alamo WSC ☐ Military WSC
   ☐ City of _____ ☑ Other: N/A - no water needed- drainage structure

5. Sewage Treatment: ☐ Installing Septic Tank ☐ Existing Septic Tank
   ☑ ~~Sewer System Provider~~: N/A- drainage structure

   For Additions Only
   Approved by Health Dept.: _____
   Date Approved:

6. Class of Work: ☐ New Residential Construction ☐ Addition ☐ No. of Bedrooms to be added: _____
   ☐ Move-in Wood Frame Home ☐ Apartment Complex Total Number of Bedrooms: _____
   ☐ Mobile Home/RV ☐ Commercial: _____ ☐ Barn ☐ Church ☑ Other: Drainage structure

7. Material Used: ☐ Brick ☐ Block ☐ Wood ☐ Metal ☑ Other: _____

8. Total Cost of Structure: 2,000,000.00 Size of Structure (Total sq. ft.): 940 SQFT

9. Existing Structures on Property: ☐ Yes ☑ No Describe Structure: 4x4 Box culvert

   If Yes was a permit obtained? ☐ Yes ☑ No | Reason permit not obtained? n/a - drainage structure

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PLEASE SIGN IN BLUE INK

Signature of Owner/Applicant: _____ **Date:** 10/22/26 **20** ____

PLANNING DEPARTMENT
COUNTY OF HIDALGO

Chapter 232, Texas Local Government Code
APPLICATION

APPLICATION

No._____

SITE PLAN EXHIBIT
SHOW ALL EXISTING BUILDINGS, STRUCTURES, AND PROPOSED BUILDING/STRUCTURES WITH DISTANCE TO PROPERTY LINES

REAR OF PROPERTY

DEPTH OF LOT
[ ] FEET

NAME :_____
SITE PLAN APPROVED BY APPLICANT

Date _____,20_____

See attached plan sheets.

SIDE

See PLANS

SIDE

WIDTH OF LOT
[ ] FEET

FRONT OF PROPERTY

_____
Street/Road Name:

THE ABOVE PROPERTY IS LOCATED AS FOLLOWS:
PLEASE USE MAIN ROADS/MAIN INTERSECTIONS

0.5 miles east of the intersection of Mile 1 W and Mile 10 N, on the south side of Mile 10 N

All setbacks and finish floor elevations shall be in compliance with the Subdivision plat and/or any deed restrictions. No more than one-single family detached dwelling per lot. Applicants shall comply with all the plat and/or deed restrictions and requirements affecting the Lot.

PLANNING DEPARTMENT
COUNTY OF HIDALGO

Chapter 232, Texas Local Government Code
APPLICATION

APPLICATION

No._____

NOTICE

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SPECIAL CONDITIONS: N/A

Signature of Owner/Applicant _____ **Date:** 10/22/24 **20**____

FOR COUNTY OFFICE USE ONLY

1 Building Distance From Property Line (Setbacks): N/A
Front: _____ Side: _____ Rear: _____ Side: _____ Corner Side: _____

2 Minimum Finished Floor Elevation: [ ] 18 inches above _____ [ ] Other: N/A

3 Flood Zone: [✓] Zone A [ ] Zone AE [ ] Zone AH [ ] Zone AO [ ] Zone B [ ] Zone C
[ ] Zone B (Shaded) [ ] Zone AE (Shaded) [ ] Zone X [ ] Zone X (Shaded) [ ] Other: _____

4 Inspector's Signature: _____ Date: 10/22/24

Note about transcribed forms: this format exists to remove accessibility barriers, but some recipients prefer the original printed format. If you'd like help moving your entries into the original form, please use the live assistance options in the sidebar or contact the author.

Floodplain development permit application

Application #

This form is to be filled out duplicate.

Section 1: General provisions (Applicant to read and sign)

1. No work may start until a permit is issued.
2. The permit may be revoked if any false statements are made herein.
3. If revoked, all work must cease until permit is re-issued.
4. Development shall not be used or occupied until a Certificate of Compliance is issued.
5. The permit will expire if no work is commenced within six months of issuance.
6. Applicant is hereby informed that other permits may be required to fulfill local, state and federal regulatory requirements.
7. Applicant hereby gives consent to the Local Administrator or his/her representative to make reasonable inspections required to verify compliance.
8. I, THE APPLICANT, CERTIFY THAT ALL STATEMENTS HEREIN AND IN ATTACHMENTS TO THIS APPLICATION ARE, TO THE BEST OF MY KNOWLEDGE, TRUE AND ACCURATE.

Applicant's signature

Date 10/20/26

Section 2: Proposed development (To be completed by APPLICANT)

Applicant information

Applicant name	Applicant address	Applicant telephone
Yvette Barrera	902 N. Doolittle Rd, Edinburg, TX	956-292-7080

Builder information

Builder name	Builder address	Builder telephone
N/A	N/A	N/A

Engineer information

Engineer name	Engineer address	Engineer telephone
Yvette Barrera	902 N Doolittle Rd, Edinburg, TX	956-292-7080

Project location

Project location

The project is located at the outfall of Ditch 7 at the IBWC Floodway. It is part of the HCDD1 2018 Bond Program Project 21 and includes a new gate well and pump structure located approximately 0.5 miles east of the intersection of Mile 1 W and Mile 10 N. The work also includes constructing multiple box culverts of various sizes including 3x3, 4x4, 8x8, 9x5, and 10x10. The work is proposed across Mile 10 N and the IBWC levee. Additional work includes excavation of drain ditch, installation of concrete rip rap, pavement repair, traffic control, trench protection, and erosion control.

A permit was obtained from IBWC and is attached for reference. A project plans are also attached.

To avoid delay in processing the application, please provide enough information to easily identify the project location. Provide the street address, lot number or legal description (Attach) and, outside urban areas, the distance to the nearest intersecting road or well-known landmark. A sketch attached to this application showing the project location would be helpful.

DESCRIPTION OF WORK (Check all applicable boxes):

A. STRUCTURAL DEVELOPMENT

ACTIVITY	STRUCTURE TYPE
☐ New Structure	☐ Residential (1-4 Family)
☐ Addition	☐ Residential (More than 4 Family)
☐ Alteration	☐ Non-residential (Flood proofing? ☐ Yes)
☐ Relocation	☐ Combined Use (Residential & Commercial)
☐ Demolition	☐ Manufactured (Mobile) Home
☐ Replacement	(In Manufactured Home Park? ☐ Yes)

Estimated Cost of Project $ _____

B. OTHER DEVELOPMENT ACTIVITIES:

☐ Fill ☐ Mining ☐ Drilling ☑ Grading
☑ Excavation (Except for Structured Development Checked Above)
☐ Watercourse Alteration (Including Dredging and Channel Modifications)
☑ Drainage Improvements (Including Culvert Work)
☐ Road, Street or Bridge Construction
☐ Subdivision (New or Expansion)
☐ Individual Water or Sewer System
☐ Other (Please Specify): _____

After completing SECTION 2, APPLICANT should submit form to Local Administrator for review.

Section 3: Floodplain Determination (To be completed by LOCAL ADMINISTRATOR)

The proposed development is located on FIRM Panel No. 4803340450C, Dated 5-30-2002

The Proposed Development:

☐ Is NOT located in a Special Flood Hazard Area (Notify the applicant that the application review is complete and NO FLOODPLAIN DEVELOPMENT PERMIT IS REQUIRED)

☐ Is located in a Special Flood Hazard Area.
FIRM zone designation is _____.
100-Year flood elevation at the site is: _____ Ft. NGVD (MSL)
☐ Unavailable

☑ The proposed development is located in a floodway.
FBFM Panel No.: 4803340450C Dated: 5-30-2002

☐ See Section 4 for additional instructions.

Section 4: Additional Information Required (To be completed by Local Administrator)

The applicant must sign the documents checked below before the application can be processed:

☐ A site plan showing the location of all existing structures, water bodies, adjacent roads, lot dimensions and proposed development.

☐ Development plans, drawn to scale, and specifications, including where applicable details for anchoring structures, proposed elevation of lowest floor (including basement), types of water resistant materials used below the first floor, details of floodproofing of utilities located below the first flood and details of enclosures below the first flood.
Also: _____

☐ Subdivision or other development plans (If the subdivision or other development exceeds 50 lots or acres, whichever is the lesser, the applicant must provide 100-year flood elevations if they are not otherwise available).

☐ Plans showing the extent of watercourse relocation and/or landform alterations.

☐ Top of new fill elevation _____ Ft. NGVD (MSL)

☐ Floodproofing protection level (non-residential only) _____ Ft. NGVD (MSL). For floodproofed structures applicant must attach certification from registered engineer or architect.

☐ Certification from a registered engineer that the proposed activity in a regulatory floodway will not result in any increase in the height of the 100 year flood. A copy of all data and calculations supporting this finding must also be submitted.

☑ Other:
Set of plans and H&H Study are on file.

Section 5: Permit Determination (To be completed by LOCAL ADMINISTRATOR)

I have determined that the proposed activity: A. ☑ Is
B. ☐ Is Not

In conformance with provisions of Local Law # May 17, 20 02, the permit is issued subject to the conditions attached to and made part of this permit.

Signed: CFM Date: 10/29/24

If Box A is checked, the Local Administrator may issue a Development Permit upon payment of designated fee.

APPEALS: Appealed to Board of Appeals ☐ Yes ☐ No
Hearing date: _____
Appeals Board Decision – Approved? ☐ Yes ☐ No

Conditions: ALL EQUIPMENT AND MACHINERY SERVICING BUILDING MUST BE AT OR ABOVE BFE.

Section 6: As-built elevations (To be submitted by APPLICANT before Certificate of Compliance is issued)

The following information must be provided for project structures. This section must be completed by a registered professional engineer or a licensed land surveyor (or attach a certification to this application) Complete 1 or 2 below.

1. Actual (As-Built) Elevation of the top of the lowest floor, including basement (in Coastal High Hazard Areas) bottom of lowest structural number of the lowest floor, excluding piling and columns) is: _____ FT. NGVD (MSL).

2. Actual (As-Built) Elevation of floodproofing protection is _____ FT. NGVD (MSL).

NOTE: Any work performed prior to submittal of the above information is at the risk of the Applicant.

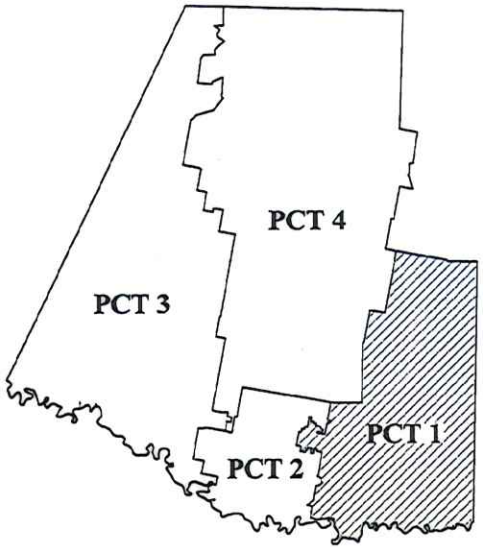
Section 7: Compliance Action (To be completed by LOCAL ADMINISTRATOR)

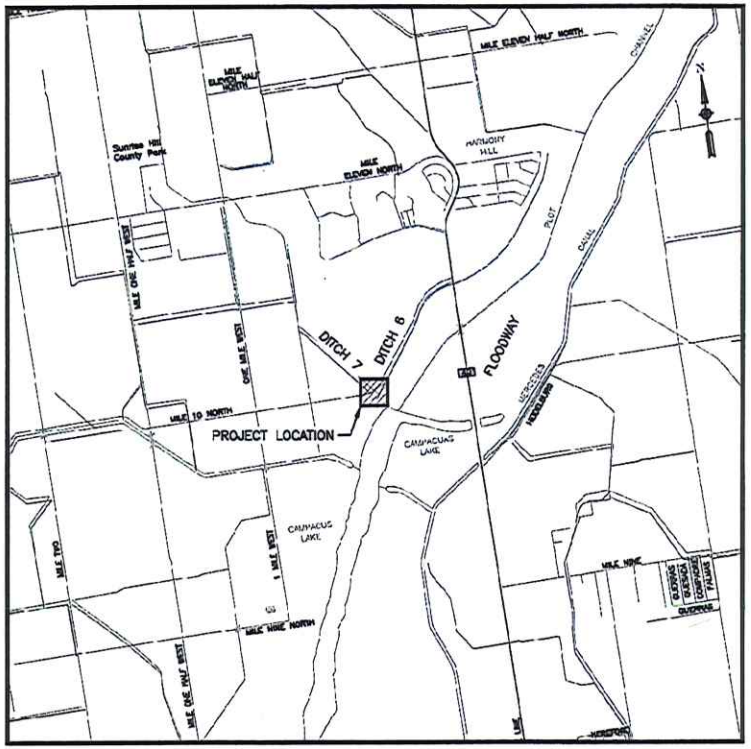
The LOCAL ADMINISTRATOR will complete this section as applicable based on inspection of the project to ensure compliance with the community's local law for flood damage prevention.

Inspections:	Date: _____	By: _____	Deficiencies? ☐Yes	☐ No
	Date: _____	By: _____	Deficiencies? ☐Yes	☐ No
	Date: _____	By: _____	Deficiencies? ☐Yes	☐ No

Section 8: Certificate of Compliance (To be completed by Local Administrator)

Certificate of Compliance issued: Date: _____ By: _____





LOCATION MAP - SCALE: 1"=3000'

JUDGE RICHARD F. CORTEZ
CHAIRMAN OF THE BOARD

COMMISSIONER DAVID L. FUENTES
BOARD MEMBER

COMMISSIONER EDUARDO "EDDIE" CANTU
BOARD MEMBER

COMMISSIONER EVERARDO "EVER" VILLARREAL
BOARD MEMBER

COMMISSIONER ELLIE TORRES
BOARD MEMBER

Raul E. Sesin P.E., C.F.M.
General Manager
Floodplain Administrator

HIDALGO COUNTY DRAINAGE DISTRICT No. 1

TWDB Phase 1 Flood control Project Segment 21 Phase 1
Ditch 7 Structure
Structure Number 138L Amendment #1
(USIBWC License No LSF/G-288

REVISIONS

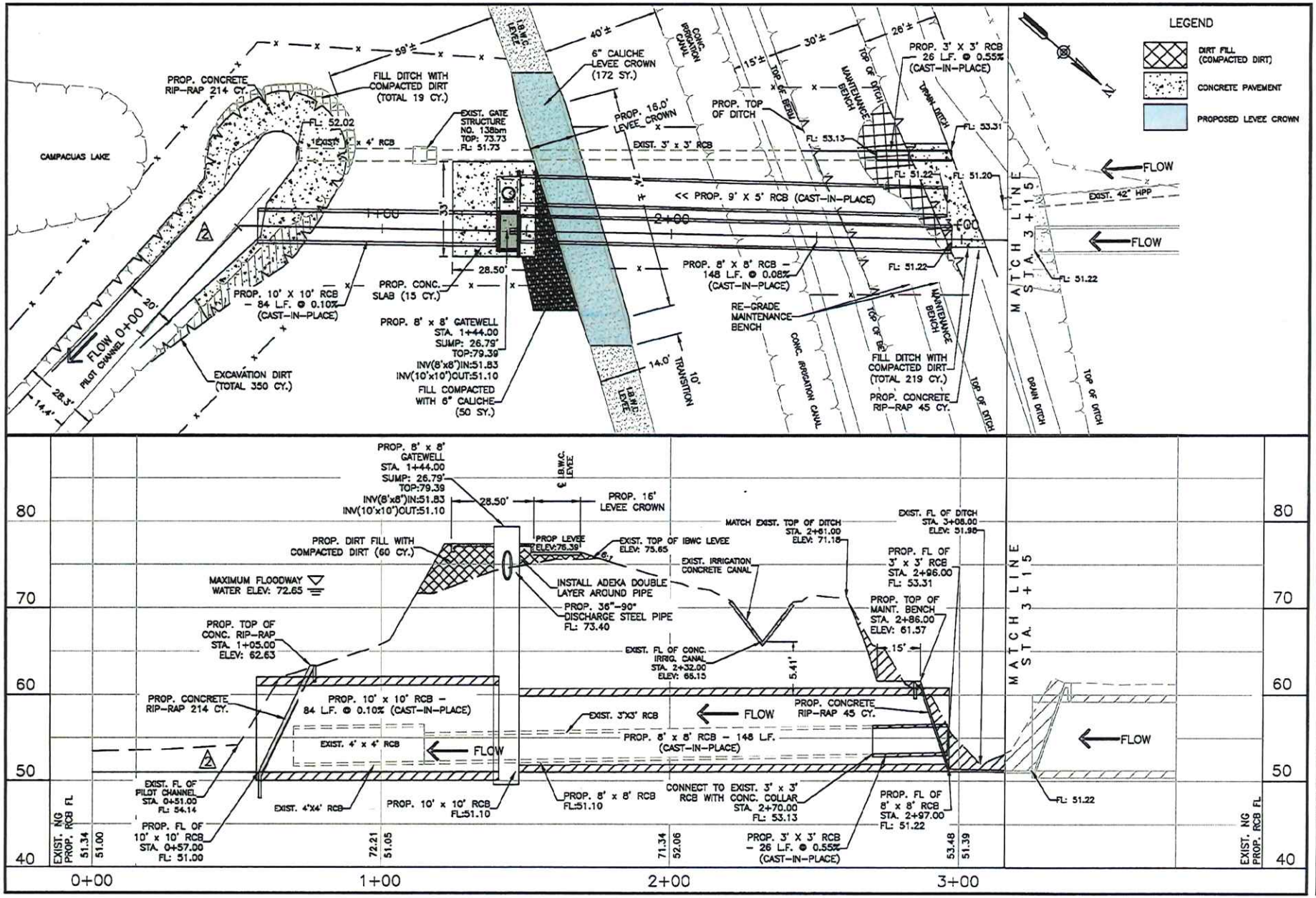
DATE:	COMMENTS:

STATE OF TEXAS
YVETTE BARRERA
94703
LICENSED
PROFESSIONAL ENGINEER
10/21/26

This seal appearing on this document was authorized by Yvette Barrera P.E. No. 94703 on the above designated date.

YVETTE BARRERA – P.E. No. 94703

Drawing: E:\YB001 - PROJECTS\E-20-003 Ditch 7 Structure (USIBWC No. 138L Amendment No. 1)\Design\CAD\dwg\P&P Sheets\01-Cover Sheet.dwg Plotted by: felicia.arredondo
Layout Tab: Cover Sheet Date: 10/21/2024 Time: 01:18:05 PM



HIDALGO COUNTY DRAINAGE DISTRICT No. 1
902 N. DOOLITTLE RD
EDINBURG TX. 78542
TEL:(956) 292-7080
www.hcdd1.org

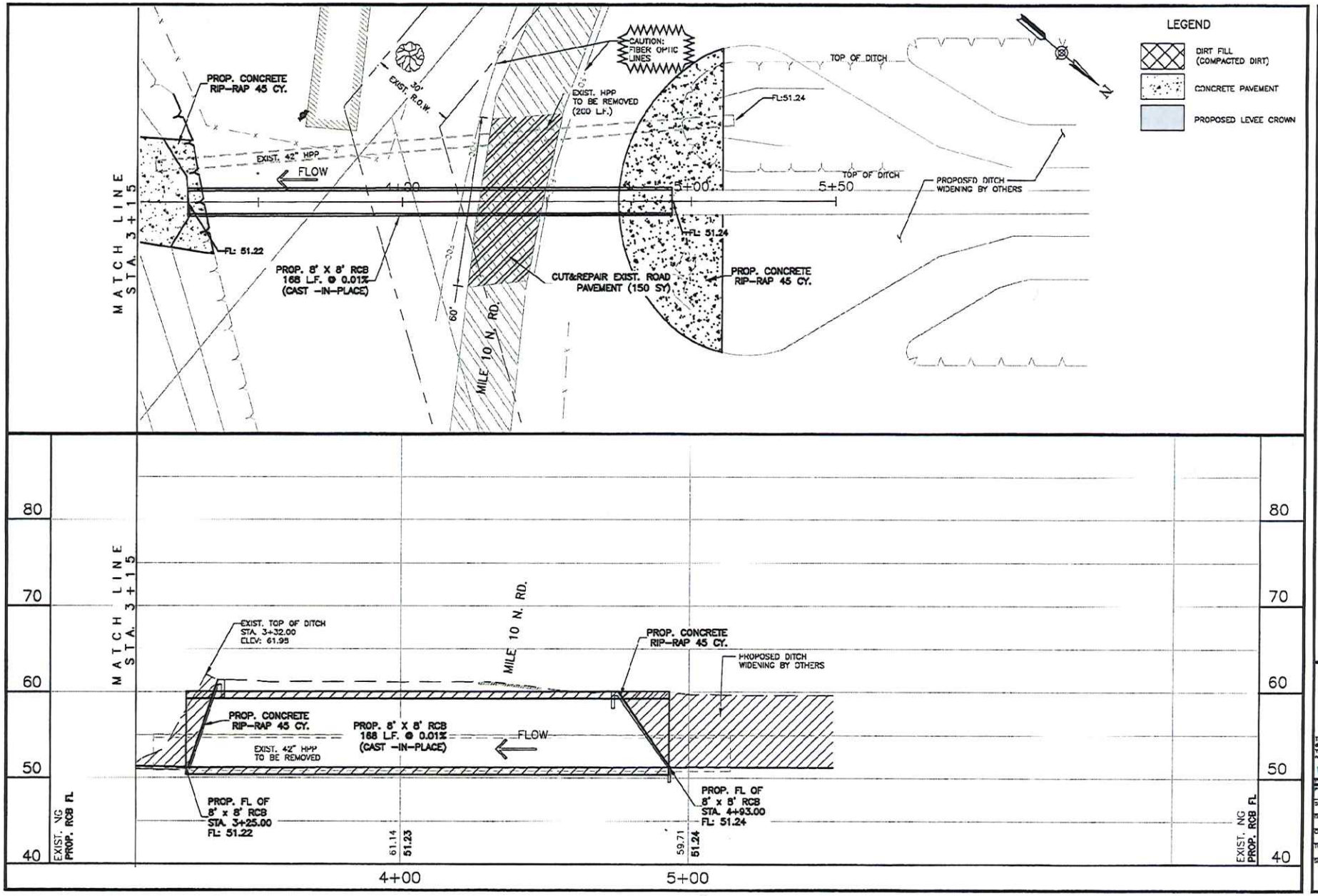
Raul E. Sesia P.E., C.F.M.
General Manager
Floodplain Administrator

DITCH 7 STRUCTURE

GATE STRUCTURE
PLAN AND PROFILE
STA. 0+00 - STA. 3+15

This seal appearing on this document, was authorized by Yvette Barrera P.E. No. 94703 on the above designated date.

PROJECT NO. E-20-003
SCALE: H.1"=30' / V.1"=10'
DRAWN BY: J.G.
CHECKED BY: R.S./N.S.
COPY BY: S.S./E.I.
SHEET: C01-01



HIDALGO COUNTY DRAINAGE DISTRICT No. 1

Raul E. Sesin P.E., C.F.M.
General Manager
Floodplain Administrator

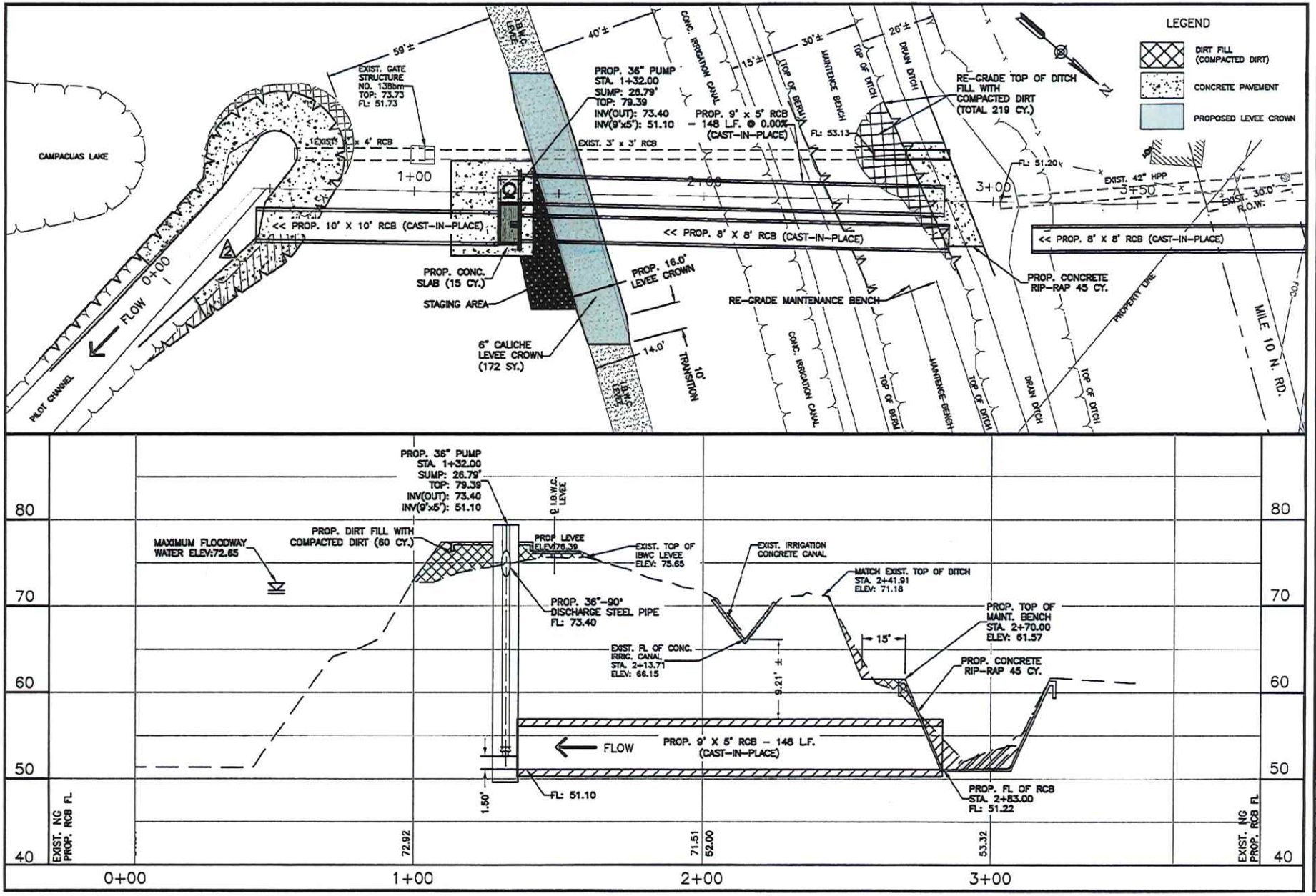
902 N. DOCUTTLE RD
EDINBURG TX. 78542
TEL:(956) 262-7080
www.hcdd1.org

DITCH 7 STRUCTURE

GATE STRUCTURE
PLAN AND PROFILE
STA. 3+15 - STA. 5+50

This seal appearing on this document was authorized by Yvette Guerra P.E. No. 94703 on the above designated date.

PROJECT NO.	E-20-003
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CHECKED BY:	R.S./N.S.
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SHEET:	C01-01A

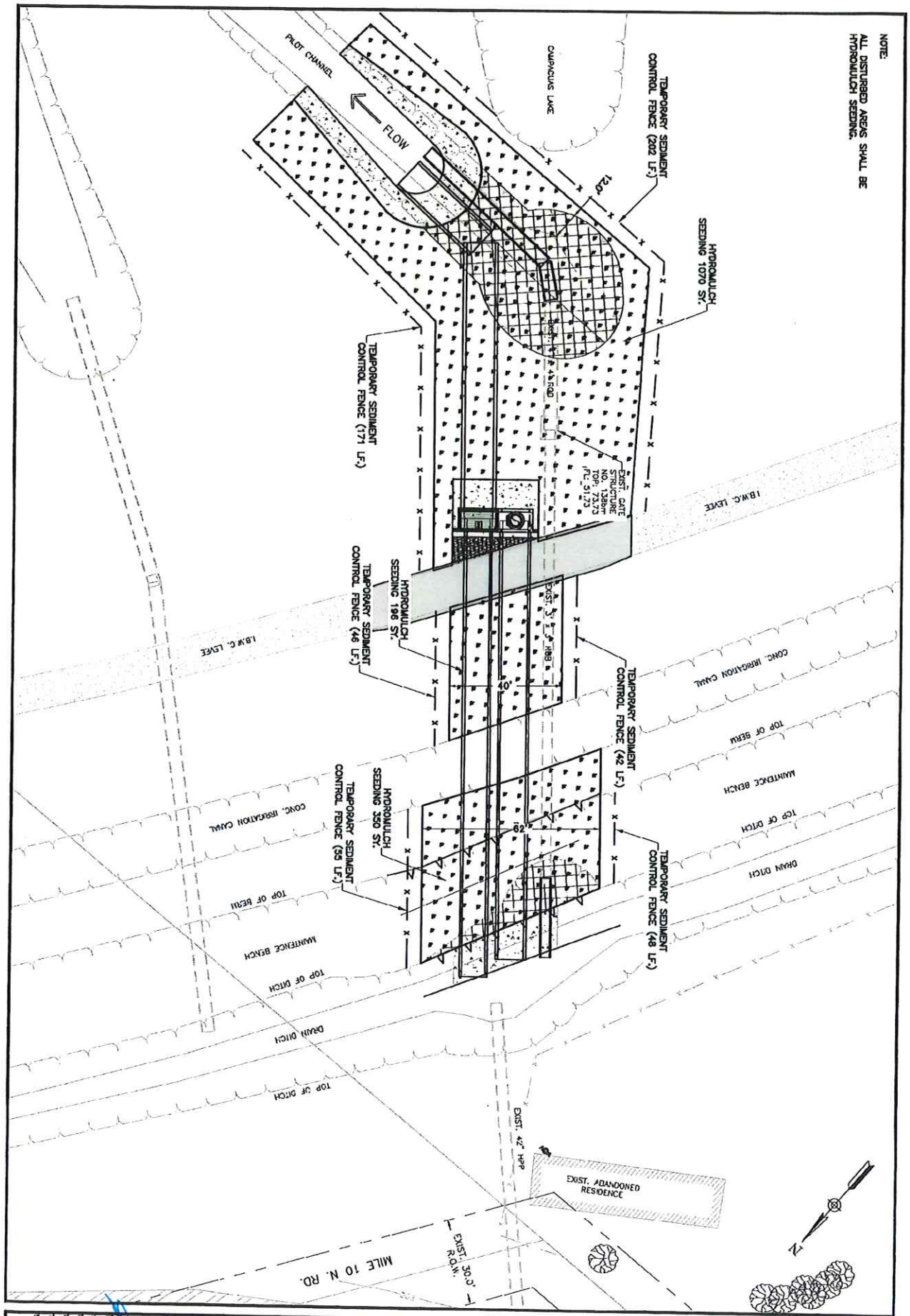


HIDALGO COUNTY DRAINAGE DISTRICT No. 1
902 N. DOOLITTLE RD
EDINBURG TX. 78542
TEL-(956) 292-7080
www.hcdd1.org

DITCH 7 STRUCTURE

PUMP STRUCTURE
PLAN AND PROFILE
STA. 0+00 - STA. 3+35

PROJECT NO. E-20-003
SCALE: H.1"=30' / V.1"=10'
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TRACED BY: S.S./E.L.
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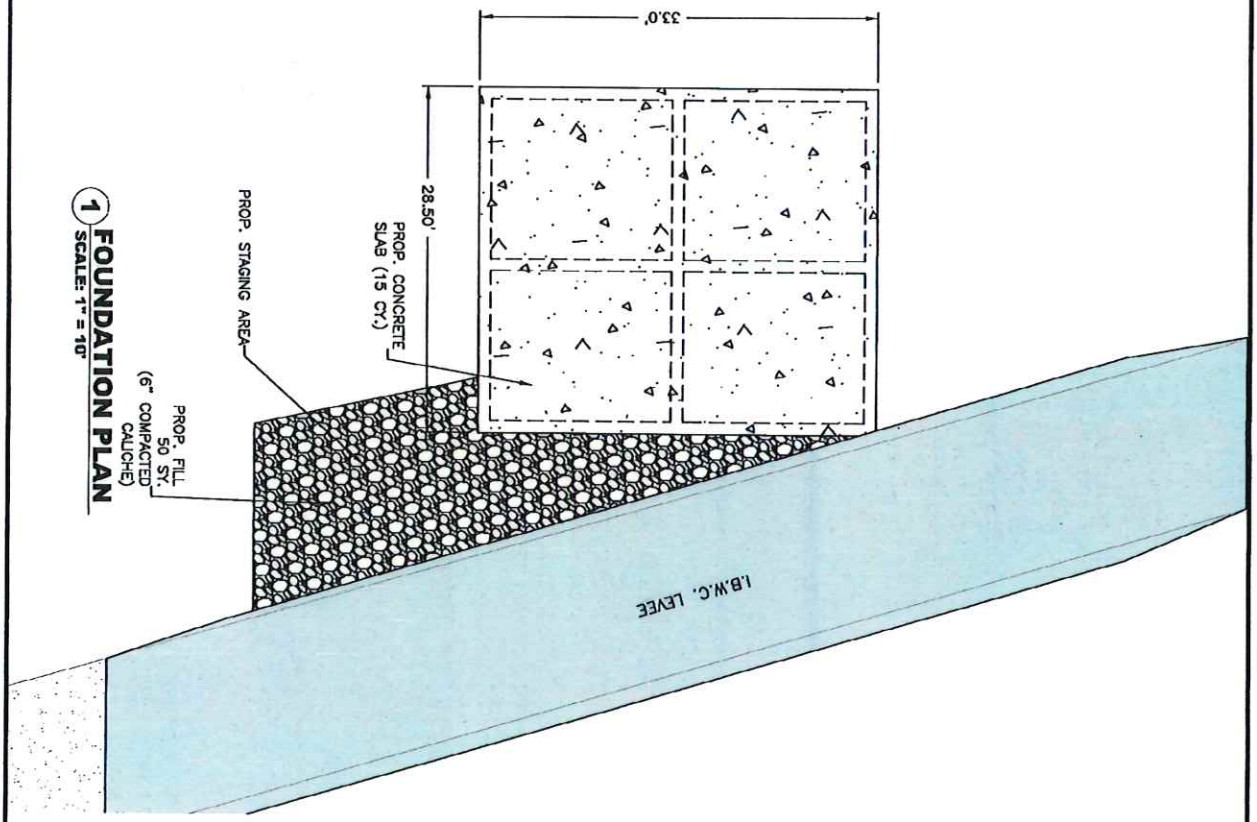
DITCH 7 STRUCTURE

HYDROMULCH & SEEDING AREA

HIDALGO COUNTY DRAINAGE DISTRICT No. 1
902 N. DOOLITTLE RD
EDINBURG TX. 75542
TEL:(956) 292-7080
www.hcdd1.org

PROJECT NO.	E-20-003
SCALE: HORIZ. DIV.	1"=30'
DESIGNED BY:	J.G.
DRAWN BY:	R.S./N.S.
CHECKED BY:	S.S./E.I.
SHEET:	C01-03

Drawing: S:\VIC301 - PROJECTS\E-20-003 Ditch 7 Structure (USACE No. 138, Amendment No. 1)\Design\CAD\dwg\P&P Sheets\C01-03-Hydromulch & Seeding Area.dwg)
Layout Tab: Layout1 Date: 06/14/2021 Time: 3:05:56 PM



1 FOUNDATION PLAN
SCALE: 1" = 10'

DESIGNED BY	R.S./N.S.
DRAWN BY	S.S./E.I.
CHECKED BY	J.G.
SCALE	H: 1"=10'
PROJECT NO.	E-20-003
SHEET	C01–04

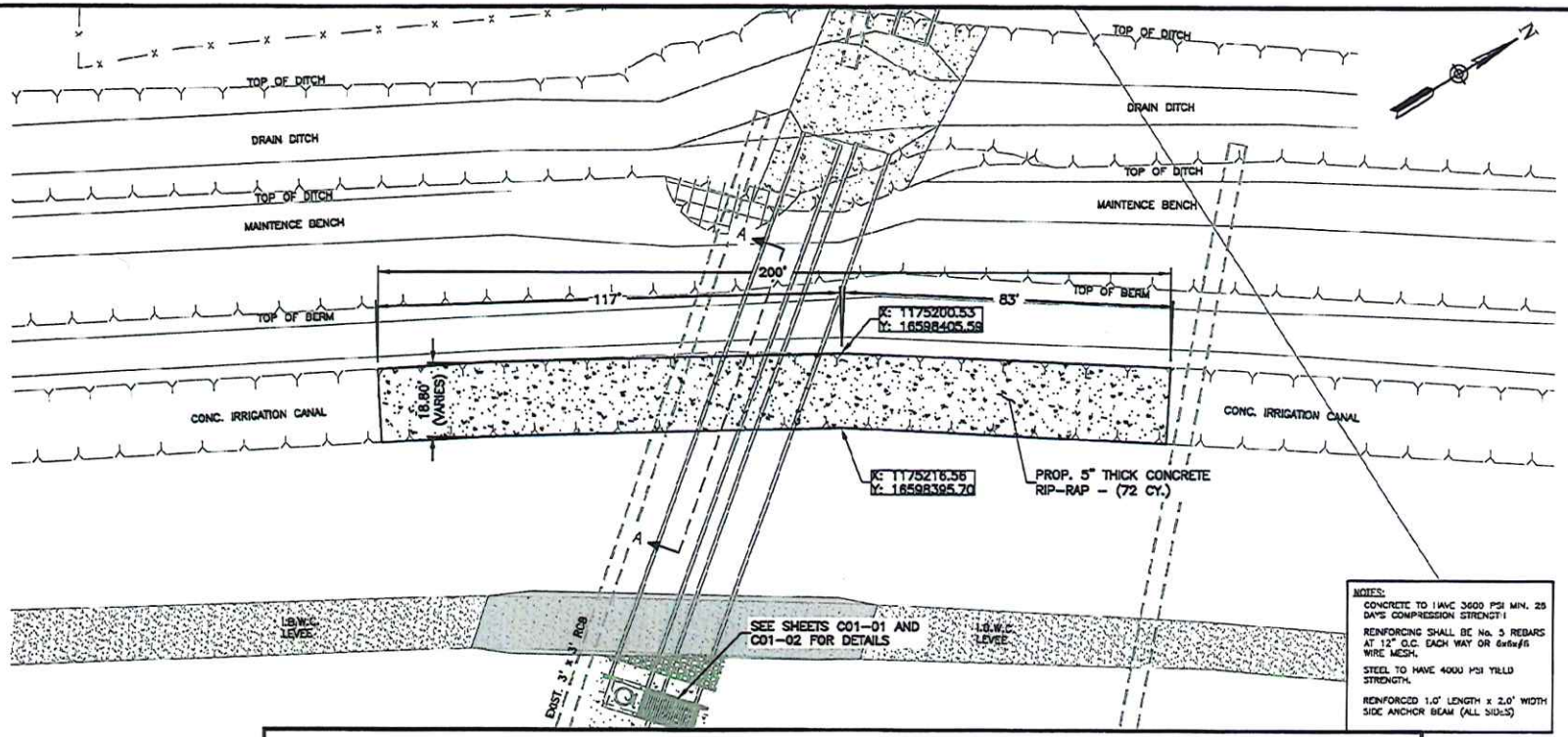
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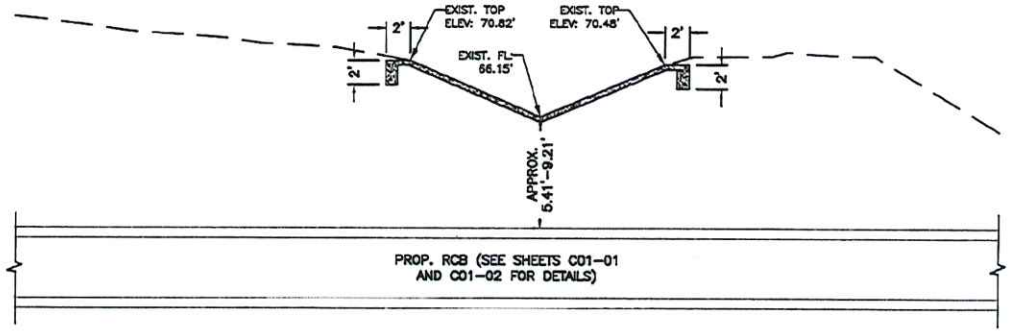
METAL BUILDING FOUNDATION PLAN

HIDALGO COUNTY DRAINAGE DISTRICT No. 1
902 N. DOOLITTLE RD
EDINBURG TX. 78542
TEL:(956) 292–7060
www.hcdd1.org

Raul E. Sesin P.E., C.F.M.
General Manager/
Floodplain Administrator

Drawing: S:\Projects\E-20-003 Ditch 7 Structure (USBRC No. 138, Amendment No. 1)\Design\CAD\dwg\PSP Sheets\C01-04-Metal Building Foundation Plan.dwg
Layout Tab: Layout1 Date: 02/14/2023 Time: 10:31:08 AM





CROSS SECTION A-A
N.T.S.

H.C.C.D.I. #9 REQUIREMENTS

- BYPASS PUMPING TO BE PROVIDED WITH MIN. CFS OF 70 OR 32,000 GPM. WITH 24 HOUR PERSON ON STANDBY.
- DENSITY COMPACTION TEST TO BE DONE PRIOR TO CONCRETE AND ACCEPTED BY H.C.C.I.D #9.
- TIME FRAME OF — DAYS TO COMPLETE. IF NOT DAILY PENALTY FEE EVERYDAY AFTER.

H.C.C.I.D. #9 REVISIONS

HIDALGO COUNTY DRAINAGE DISTRICT No. 1
902 N. DOOLITTLE RD
EDINBURG TX. 78542
TEL-(956) 292-7080
www.hcdd1.org

Raul E. Sesia P.E., C.F.M.
General Manager
Floodplain Administrator

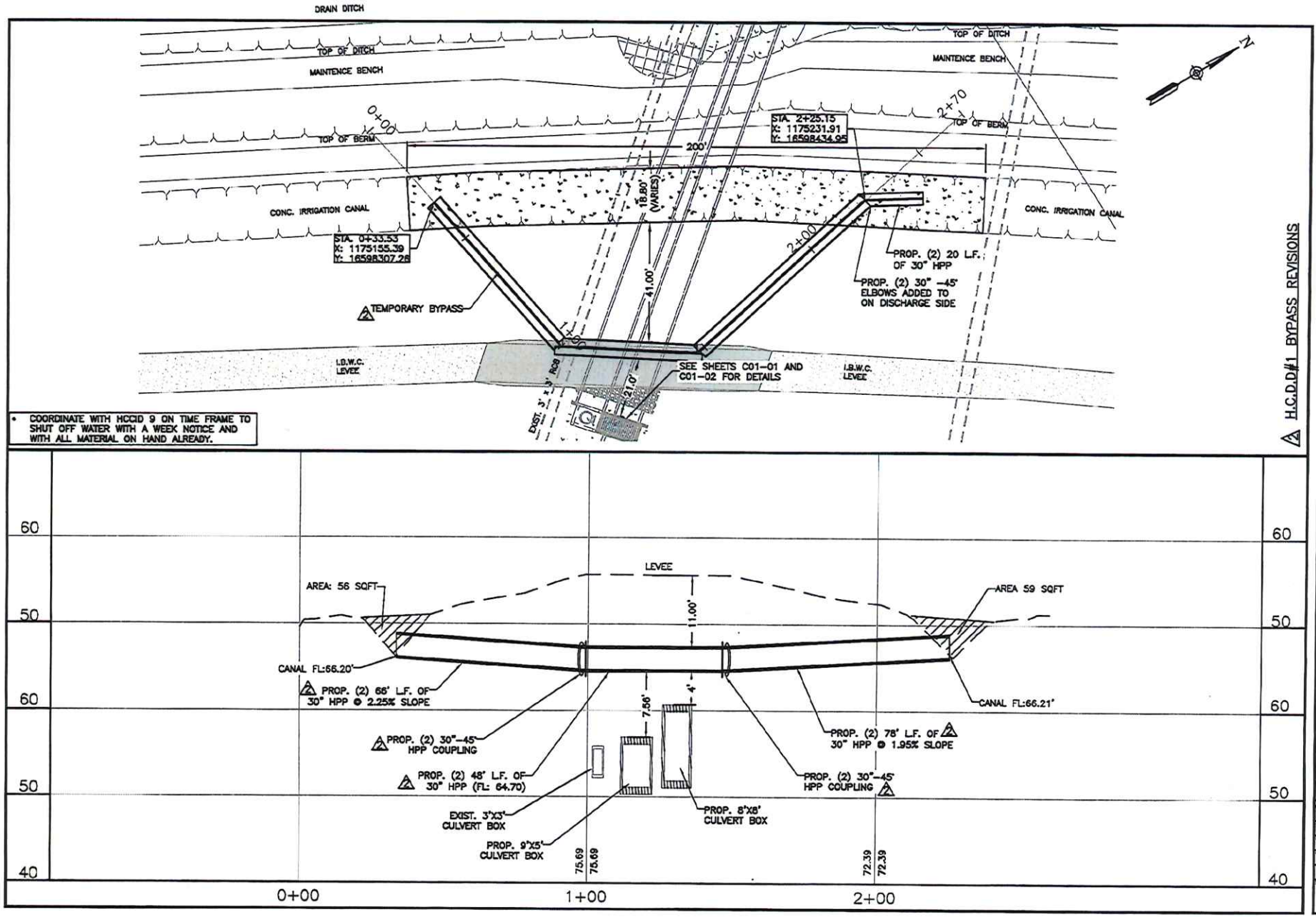
DITCH 7 STRUCTURE

IRRIGATION CANAL CONSTRUCTION
PLAN VIEW

STATE OF TEXAS
PEDRO SIERRA
94703
PROFESSIONAL ENGINEER

This seal appearing on this document was authorized by Pedro Sierra P.E. No. 94703 on the above indicated date.

PROJECT NO.	E-20-003
SCALE:	1"=30'
DRAWN BY:	A.V.
CHECKED BY:	Y.B.
TOPO BY:	S.S./E.I.
SHEET:	C01-05



HIDALGO COUNTY DRAINAGE DISTRICT No. 1

Raul E. Sesin P.E., C.F.M.
General Manager
Floodplain Administrator

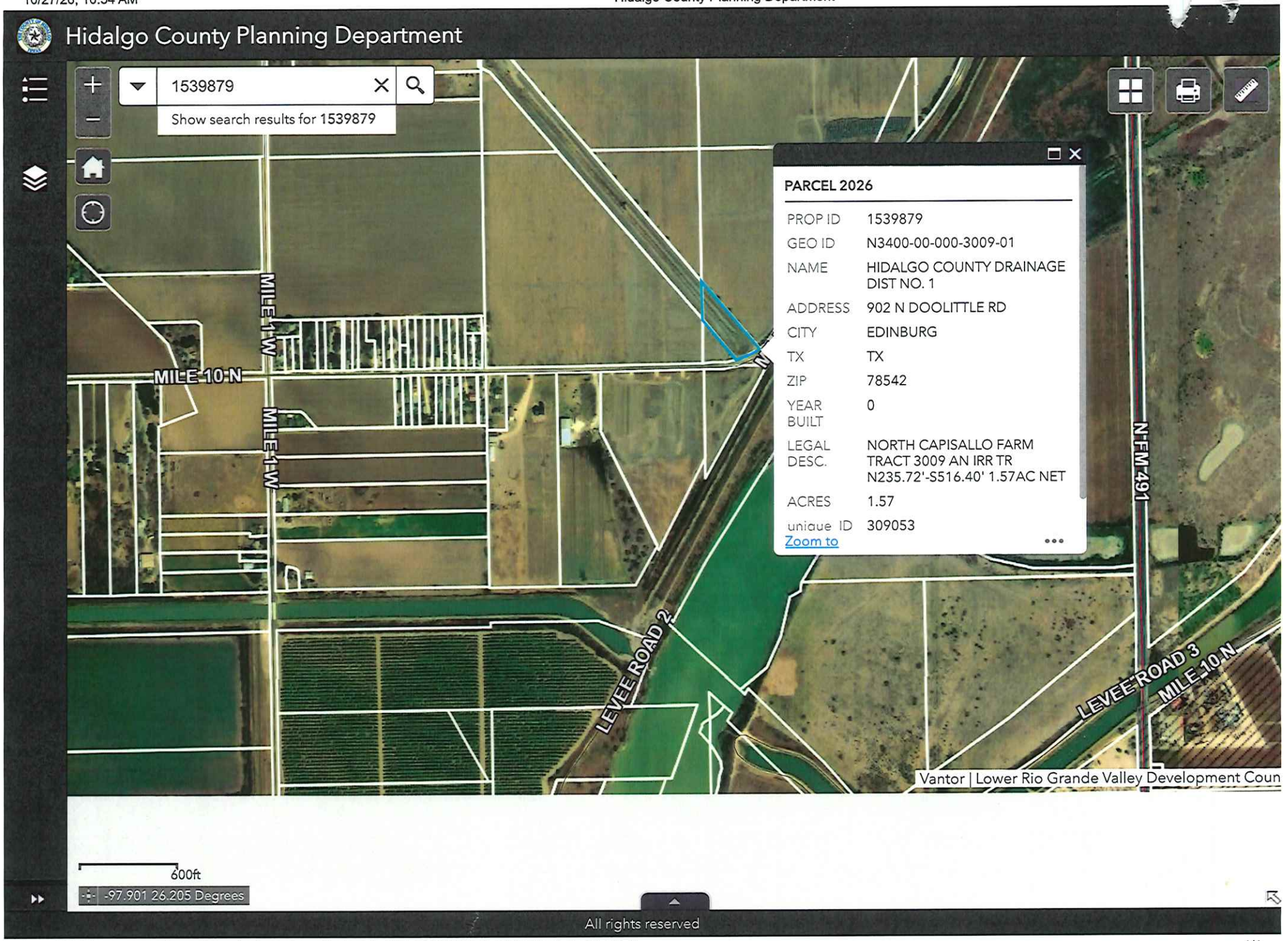
902 N. DOOLITTLE RD
EDINBURG TX. 78542
TEL-(956) 292-7090
www.hcdd1.org

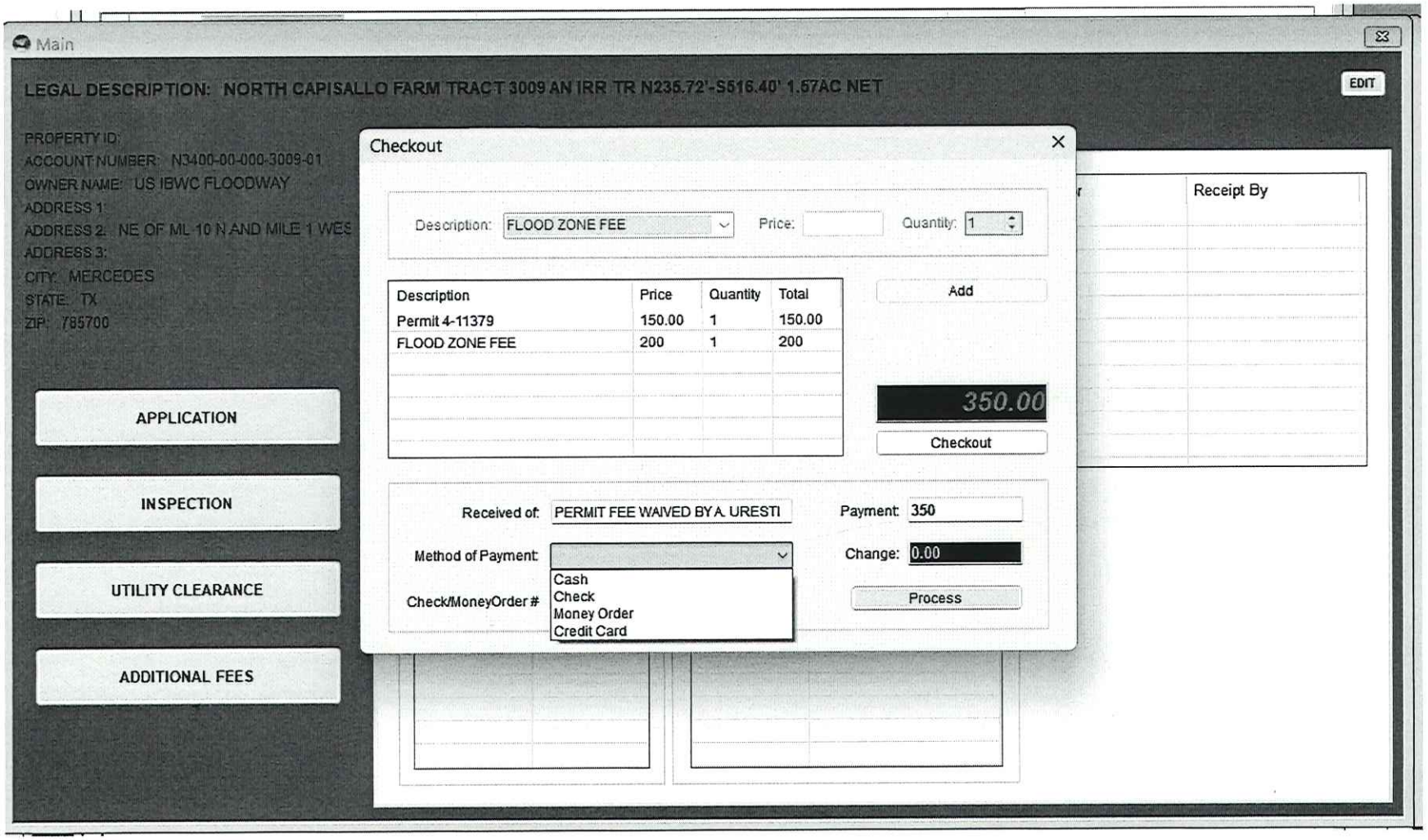
DITCH 7 STRUCTURE

BYPASS PLAN AND PROFILE
STA. 0+00.00 - STA. 2+70.00

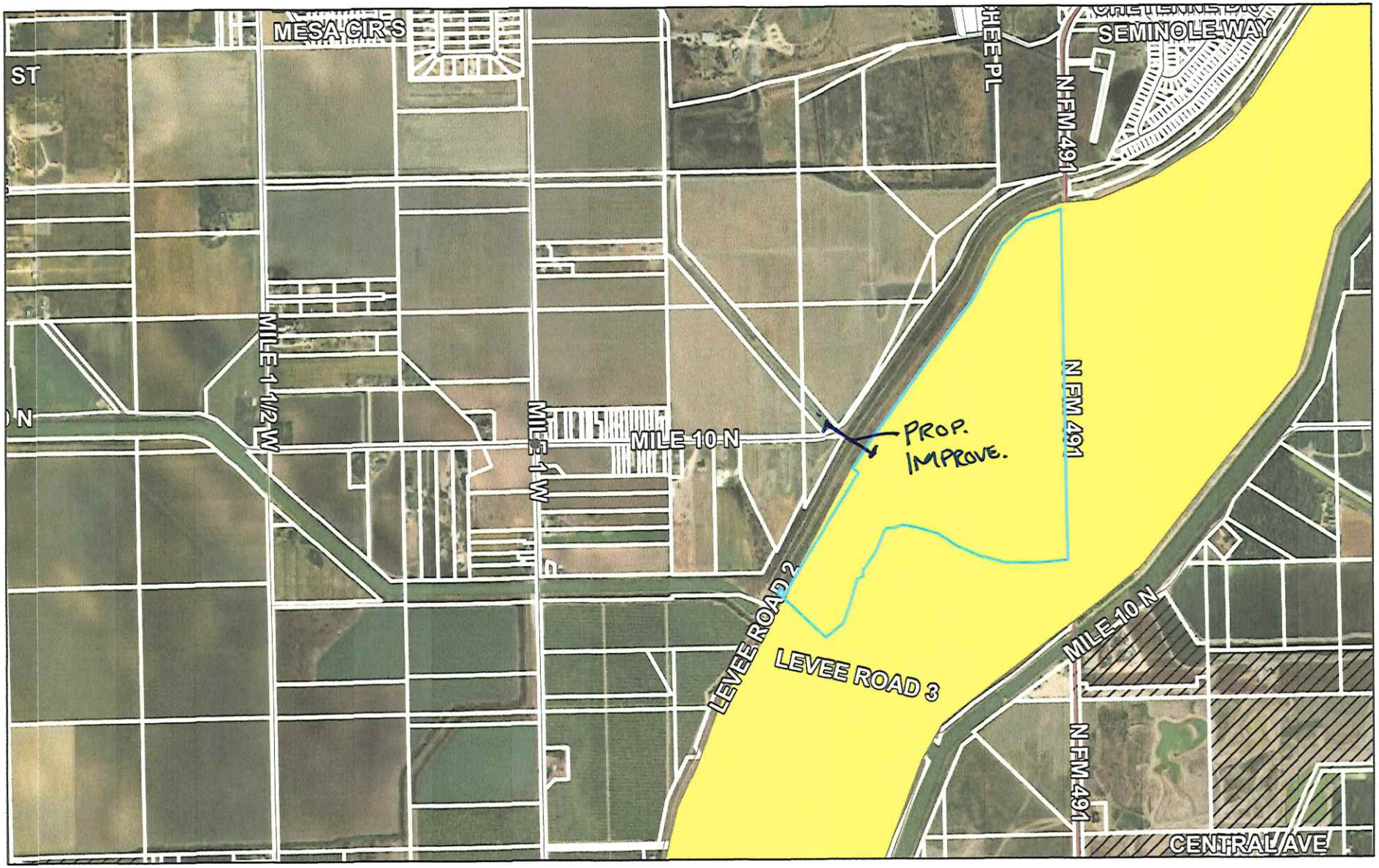
This seal appearing on this document was authorized by Yvette Barrera P.E. No. 94703 on the above designated date.

PROJECT NO.	E-20-003
SCALE:	1"=30'
DRAWN BY:	A.V.
CHECKED BY:	Y.B.
TOPO BY:	S.S./E.I.
SHEET:	C01-05B


Hidalgo County Planning Department
1539879
Show search results for 1539879
PARCEL 2026
PROP ID 1539879
GEO ID N3400-00-000-3009-01
NAME HIDALGO COUNTY DRAINAGE DIST NO. 1
ADDRESS 902 N DOOLITTLE RD
CITY EDINBURG
TX TX
ZIP 78542
YEAR BUILT 0
LEGAL DESC. NORTH CAPISALLO FARM TRACT 3009 AN IRR TR N235.72'-S516.40' 1.57AC NET
ACRES 1.57
unique ID 309053
Zoom to
MILE 1 W
MILE 10 N
MILE 1 W
N FM 491
LEVEE ROAD 2
LEVEE ROAD 3
MILE 10 N
Vantor | Lower Rio Grande Valley Development Coun
600ft
-97.901 26.205 Degrees
All rights reserved


Main
LEGAL DESCRIPTION: NORTH CAPISALLO FARM TRACT 3009 AN IRR TR N235.72'-S516.40' 1.67AC NET
EDIT
PROPERTY ID:
ACCOUNT NUMBER: N3400-00-000-3009-01
OWNER NAME: US IBWC FLOODWAY
ADDRESS 1:
ADDRESS 2: NE OF ML 10 N AND MILE 1 WES
ADDRESS 3:
CITY: MERCEDES
STATE: TX
ZIP: 785700
APPLICATION
INSPECTION
UTILITY CLEARANCE
ADDITIONAL FEES
Checkout
Description: FLOOD ZONE FEE
Price:
Quantity: 1
Description
Price
Quantity
Total
Permit 4-11379
150.00
1
150.00
FLOOD ZONE FEE
200
1
200
Add
350.00
Checkout
Received of: PERMIT FEE WAIVED BY A. URESTI
Payment: 350
Method of Payment:
Change: 0.00
Cash
Check
Money Order
Credit Card
Check/MoneyOrder #
Process
Receipt By

IBWC FLOODWAY



10/22/2026, 12:29:09 PM

IBWC Floodway — Streets — City Limits

TxDOT FM — Parcels — MERCEDES

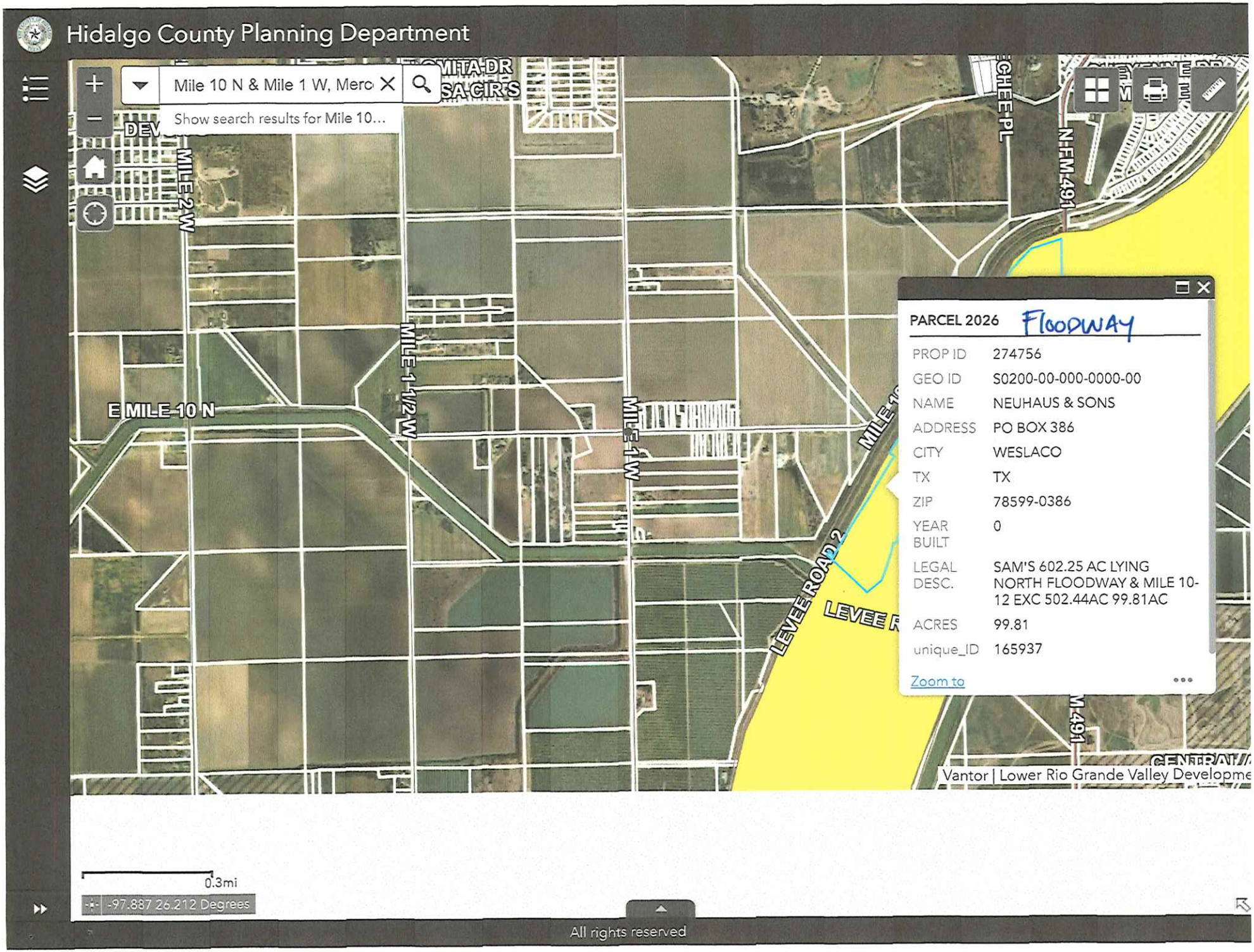
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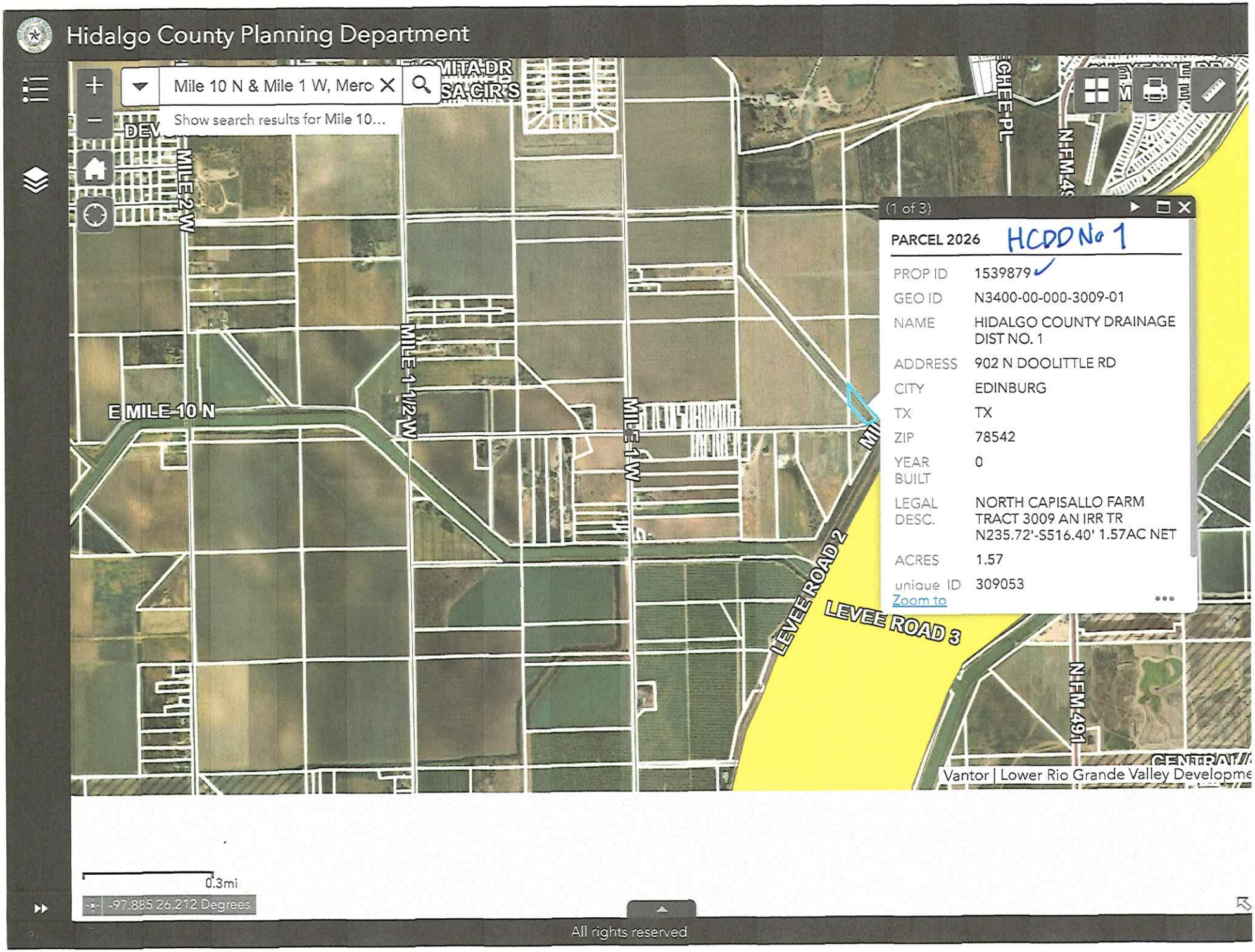
0 0.13 0.25 0.5 mi

0 0.2 0.4 0.8 km

Vantor

Vantor | Lower Rio Grande Valley Development Council - Public Safety Department - Emergency Communications Division - GIS Team | Godfrey Garza Jr & Asael Pecina. | This CCN spatial dataset is edited and managed in GIS by Komal Patel and Tracy Montes, the


Hidalgo County Planning Department
Mile 10 N & Mile 1 W, Merc
Show search results for Mile 10...
MILE 2 W
MILE 1 1/2 W
MILE 1 W
E MILE 10 N
LEVEE ROAD 2
N FM 491
PARCEL 2026
FLOODWAY
PROP ID 274756
GEO ID S0200-00-000-0000-00
NAME NEUHAUS & SONS
ADDRESS PO BOX 386
CITY WESLACO
TX TX
ZIP 78599-0386
YEAR BUILT 0
LEGAL DESC. SAM'S 602.25 AC LYING NORTH FLOODWAY & MILE 10-12 EXC 502.44AC 99.81AC
ACRES 99.81
unique_ID 165937
Zoom to
Vantor | Lower Rio Grande Valley Developme
0.3mi
-97.887 26.212 Degrees
All rights reserved


Hidalgo County Planning Department
Mile 10 N & Mile 1 W, Merc
Show search results for Mile 10...
MILE 2 W
MILE 1 1/2 W
MILE 1 W
E MILE 10 N
LEVEE ROAD 2
LEVEE ROAD 3
N FM 491
(1 of 3)
PARCEL 2026
HCDD No 1
PROP ID 1539879
GEO ID N3400-00-000-3009-01
NAME HIDALGO COUNTY DRAINAGE DIST NO. 1
ADDRESS 902 N DOOLITTLE RD
CITY EDINBURG
TX TX
ZIP 78542
YEAR BUILT 0
LEGAL DESC. NORTH CAPISALLO FARM TRACT 3009 AN IRR TR N235.72'-S516.40' 1.57AC NET
ACRES 1.57
unique ID 309053
Zoom to
Vantor | Lower Rio Grande Valley Developme
0.3mi
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REFERENCE NO.: USIBWC-22-3-XXXX
PROJECT: Lower Rio Grande Flood Control

INTERNATIONAL BOUNDARY AND WATER COMMISSION
UNITED STATES SECTION

AND

HIDALGO COUNTY DRAINAGE DISTRICT #1

HIDALGO COUNTY, TX.

LICENSE TO CONSTRUCT, OPERATE, ENGAGE IN, AND/OR MAINTAIN ON U.S. LANDS

THE US INTERNATIONAL BOUNDARY AND WATER COMMISSION (USIBWC), hereinafter referred to as the USIBWC, hereby grants to **Hidalgo County Drainage District No 1**, hereinafter referred to as the Grantee, a license to construct, operate, engage in, and/or maintain **sluice gate and 70 cfs pump system consisting of a metal building with a concrete slab and foundation to cover structure. An 8x8 concrete culvert will connect to a gatewell with a sluice gate. The outfall will consist of an 10x10 concrete box with energy dissipators and concrete riprap** on, over, across, in and upon lands of the United States of America, as identified in **EXHIBIT A–G**, attached hereto and made a part hereof, hereinafter referred to as the "Premises".

THIS LICENSE is granted subject to the following conditions:

1. TERM

This license is granted for a term of fifty (50) years, beginning **December 1, 2022**, and ending **December 1, 2072**, but is revocable at will by the USIBWC.

2. CONSIDERATION

a. The Grantee shall pay in advance to the United States the amount of _____ AND 00/100 DOLLARS ($_____), in full for the term hereof, to the order of the Finance and Accounting Officer, USIBWC, and submitted to the Realty Officer, Attention: Realty and Asset Management Division, 4191 North Mesa Street, El Paso, Texas 79902. **(THIS PROVISION NOT APPLICABLE.)**

b. All consideration and other payments due under the terms of this license must be paid on or before the date they are due in order to avoid the mandatory sanctions imposed by the Debt Collection Act of 1982, (31 USC 3717). This statute requires the imposition of an interest charge for the late payment of debts owed to the United States, an administrative charge to cover the costs of processing and handling delinquent debts, and the assessment of an additional penalty charge on any portion of debt that is more than 90 days past due. The provisions of the statute will be implemented as follows:

1. The United States will impose an interest charge, the amount to be determined by law or regulation, on late payment of debts. Interest will accrue from (the due date)

(the later of the due date or the date notification of the amount due is mailed to the Grantee). An administrative charge to cover the cost of processing and handling each late payment will also be imposed.

2. In addition to the charges set forth above, the United States will impose a penalty charge of six percent (6%) per annum on any payment, or portion thereof, more than ninety (90) days past due. The penalty shall accrue from the date of delinquency and will continue to accrue until the debt is paid in full.

3. 3. All payments received will be applied first to any accumulated interest, administrative and penalty charges and then to any unpaid rental or other payment balance. Interest will not accrue on any administrative or late payment penalty charge.

3. NOTICES

All correspondence and notices to be given pursuant to this license shall be addressed, if to the Grantee, Hidalgo County Drainage District, Attention: Raul E. Sesin, P.E., 902 North Doolittle Road, Texas 78542, and to the United States International Boundary and Water Commission, Attention: Realty Officer, 325 Golf Course Road, Mercedes, Texas, 78570; or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope or wrapper addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

4. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to "Commission", "Realty Officer", or "said officer" shall include their duly authorized representatives. Any reference to "Grantee" shall include any duly authorized representatives.

5. SUPERVISION BY THE REALTY OFFICER

The use and occupation of the Premises shall be subject to the general supervision and approval of the Realty Officer, USIBWC, hereinafter referred to as said officer, and to such rules and regulations as may be prescribed from time to time by said officer.

6. APPLICABLE LAWS AND REGULATIONS

The Grantee shall comply with all applicable federal, state, county and municipal laws, ordinances, and regulations wherein the Premises are located.

7. CONDITIONAL USE BY GRANTEE

The exercise of the privileges herein granted shall be:

a. without cost or expense to the United States.

b. subject to the right of the United States to improve, use or maintain the Premises.

c. subject to other agreements of the United States on the Premises.

d. personal to the Grantee, and this license, or any interest therein, may not be transferred or assigned to another entity or person.

e. Restricted to the privileges unambiguously articulated herein and the license does not authorize any activity that is not expressly included herein.

8. CONDITION OF PREMISES

The Grantee acknowledges that it has inspected the Premises, knows its condition, and understands that the same is granted without any representations or warranties whatsoever and without any obligation on the part of the United States to maintain the Premises in any particular condition.

9. PROTECTION OF PROPERTY

a. The Grantee shall keep the Premises in good order and in a clean, safe condition by and at the expense of the Grantee. When present on the Premises or USIBWC-controlled property, the Grantee, its employees, agents, contractors, and any person there at the invitation of the Grantee shall exercise due diligence in the protection of all property and persons located on the Premises against fire or damage or injury from all other causes.

b. Grantee represents no willful trespass shall be committed upon the properties of others and that no willful violation of Federal, State, and local laws and ordinances shall be committed by Grantee or by Grantee's representative or invitees in the construction, operation and maintenance and use of the licensed activities.

c. The Grantee shall inspect the facilities at reasonable intervals and immediately repair any defects found by such inspection or USIBWC may request repairs to the Grantee's facilities and the Grantee shall make such repairs at its sole expense and within (90) days of the realty Officer's written request for repairs. If Grantee fails to make such repair, the USIBWC may at its sole discretion perform same at Grantee's expense and Grantee shall reimburse the USIBWC for the cost repair upon demand. If the defect is not repaired, it may be considered a violation of the terms of this license and cause for termination of the license.

10. INDEMNITY /LIABILITY

a. The United States shall not be responsible or subject to claims for: damages to property or injuries to persons which (a) may arise from or be incident to the exercise of the privileges herein granted or (b) arise from or in relation to, the construction or ongoing operation and maintenance of the structures authorized herein; or (c) for damages to the property of the Grantee or the structures authorized herein; or (d) for damages to the property of or injuries to the person of the Grantee's Officers, agents, or employees or others who may be on the Premises at the Grantee's invitation or the invitation of any one of them. To the extent permitted by any applicable State or Federal law, the Grantee shall hold the United States harmless from any and all such claims arising from or related to the exercise of the privilege granted herein or the structures authorized herein.

b. The Grantee acknowledges that Premises are within an area used for flood control purposes or other federal purposes; and agrees not to hold the United States liable or to pursue any claim in any forum for any damages, losses, or injuries related to or arising from the use of the Premises for flood control or other federal purposes; and will require the same acknowledgement and release of liability from its contractors, agents, or any other entity on the Premises at the invitation of the Grantee.

c. The Grantee shall be responsible for any damage that may be caused to property of the United States or third parties by the activities of the Grantee and/or the structures authorized herein. Any property of the United States or third parties that is damaged or destroyed by the Grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Grantee at the Grantee's sole expense and, if repair of a USIBWC structure to a condition satisfactory to the USIBWC. Alternatively, at the election of the USIBWC, the Grantee will reimburse the USBIWC in an amount necessary to restore or replace the USIBWC structure or property to a condition satisfactory to the USIBWC.

11. RESTORATION

On or before the expiration of this license or its termination by the Grantee, the Grantee shall vacate the Premises, remove the property of the Grantee, and restore the Premises to a condition satisfactory to said Officer. If, however, this license is revoked or terminated by the USIBWC in accordance with Section 13 of this contract, then, the Grantee shall vacate the Premises, remove said property and restore the Premises to the aforesaid condition within such time as the Real Estate Contracting Officer may designate. In either event, if the Grantee shall fail or neglect to remove said property and restore the Premises, then, at the option of said Officer, the property shall either become the property of the United States without compensation therefore or said Officer may cause the property to be removed and no claim for damages against the United States or its Officers or agents shall be created by or made on account of such removal and restoration work. The Grantee shall also pay the United States on demand any sum which may be expended by the United States after the expiration, revocation, or termination of this license in restoring the Premises, and is subject to the terms stated in Paragraph 2.b. herein.

12. NON-DISCRIMINATION

The Grantee shall not discriminate against any person or persons or exclude them from participation in the Grantee's operations, programs or activities because of race, color, religion, sex, age, handicap, or national origin in the conduct of operations on the Premises. The Grantee will comply with the Americans with Disabilities Act in compliance with Americans with Disabilities Act Accessibility Guidelines (ADAAG) published by the Architectural and Transportation Barriers Compliance Board.

13. TERMINATION

a. This license may be terminated by the Grantee at any time by giving the Realty Officer at least ten (10) days' notice, in writing. Grantee must comply with the requirements of RESTORATION (Section 11).

b. This license may be revoked or terminated by the USIBWC for any reason upon thirty (30) days' written notice to Grantee. Upon receipt of such notice, the Grantee must comply with the requirements of RESTORATION (Section 11).

14. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties to this license shall protect the Premises against pollution of its air, ground, and water. The Grantee shall comply with any laws, regulations, conditions, or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the Premises is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by said Environmental Protection Agency, or any Federal, state, interstate or local governmental agency are hereby made a condition of this license. The Grantee shall not discharge waste or effluent from the Premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The Grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs from the Grantee's activities, the Grantee shall be liable to restore the damaged resources.

a. The Grantee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the Premises.

15. HISTORIC PRESERVATION

The Grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural, or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the Premises, the Grantee shall immediately notify said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed.

16. DISCLAIMER

a. This license is effective only insofar as the rights of the United States in the Premises are concerned. The Grantee accepts this license with the understanding that where the USIBWC has an easement over the land for which the application for the license is made, the USIBWC makes no warranty, express or implied, that the terms of such easement are sufficiently broad to authorize the activities or structure licensed herein, or ingress or egress to such activities or structures, without the authorization also of the owners with fee title to the land involved in said licensing. If fee title to the surface or subsurface estate is held by an entity other than the USIBWC, then the Grantee must seek permission from that owner for the activity or structure authorized herein.

b. The Grantee shall obtain any permit or license which may be require by Federal, State, or local statute, regulation, or ordinance in connection with the use of the Premises. It is understood that the granting of this license does not preclude the necessity of obtaining a U.S. Army Corps of Engineer's permit for activities which involve the discharge of

dredge or fill material or the placement of fixed structures in the waters of the United States, pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (33 USC 403), and Section 404 of the Clean Waters Act (33 USC 1344). It is understood that the USIBWC cannot grant the ownership or use of water and that the Grantee must obtain from the relevant State entity the right to use, detain, or remove water.

17. DETERMINATION REGARDING EXECUTIVE ORDER 13658

a. It has been determined by the USIBWC that this contract is not subject to Executive Order 13658, or the regulations issued by the Secretary of Labor in 29 CFR Part 10 pursuant to the Executive Order.

b. If a duly authorized representative of the United States discovers or determines, whether before or subsequent to executing this contract, that an erroneous determination regarding the applicability of Executive Order 13658 was made, Grantee, to the extent permitted by law, agrees to indemnify and hold harmless the United States, its Officers, agents, and employees, for and from any and all liabilities, losses, claims, expenses, suites, fines, penalties, judgments, demands or actions, costs, fees, and damages directly or indirectly arising out of, caused by, related to, resulting from or in any way predicated upon, in whole or in part, the erroneous Executive Order 13658 determination. This includes Grantee releasing any claim or entitlement it would otherwise have to an equitable adjustment to the contract and indemnifying and holding harmless the United States from the claims of subcontractors and Grantee or contractor employees.

18. NON-INTERFERENCE WITH FEDERAL GOVERNMENT

a. The right is reserved to the United States, its Officers, agents, and employees to enter upon the Premises at any time and for any purpose necessary or convenient in connection with government purposes, to make inspections, to remove timber or other material, except property of the Grantee, to flood the Premises and/or to make any other use of the lands as may be necessary in connection with government purposes, and the Grantee shall have no claim for damages on account thereof against the United States or any Officer, agent, or employee thereof.

b. Grantee shall construct, operate, engage in, and maintain the activities licensed herein so as not to interfere in any manner whatsoever with USIBWC's construction, operation, and maintenance of the **Lower Rio Grande Flood Control Project** or any part thereof.

c. All work in connection with the construction, operation, and maintenance of the licensed activities shall be subject to the inspection and approval, at any time, of the authorized representatives of the USIBWC, and subject to such repairs, and to such rules and regulations as may be determined to be necessary by USIBWC

d. The activities authorized to be constructed by this license shall be commenced within six (6) months of the date of the license and completed within one (1) year from the date of the license. If same are not commenced within six (6) months and completed one (1) year, then this license shall automatically become null and void and shall thereafter have no force and effect.

e. In the event this license is revoked or terminated by the USIBWC, or licensed work is not completed within one (1) year, or Grantee no longer desires, or fails for a period of twelve (12) consecutive months to use the licensed activities for the purpose herein granted, Grantee shall promptly remove all equipment and/or work materials and restore premises to the original condition to the satisfaction of the USIBWC. Should Grantee fail to comply herewith, the USIBWC may perform such removal and restoration at Grantee's expense and Grantee waives any claim to the material salvaged or destroyed. Any reimbursement owed to USIBWC for work performed shall be in accordance with Paragraph 2.b. herein.

f. In the event that the Federal Government's requirements, including but not limited to USIBWC's management, operation, improvement, alteration, or use of the Project, necessitates changes in the licensed activities or infrastructure as determined by the USIBWC, Grantee, shall make such changes at Grantee's sole expense, within ninety (90) days after receipt of written notice thereof. Upon Grantee's failure to make such changes or to perform other work as herein provided, the USIBWC may perform same at Grantee's expense and Grantee shall reimburse the USIBWC for the cost of the changes or the work upon demand, pursuant to the provision in Paragraph 2.b. herein.

g. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any personal benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

19. ADDED CONDITIONS:

a. PRE-CONSTRUCTION REQUIREMENTS

1. The Grantee must contact applicable underground utilities and/or utility location services for site clearance prior to any scheduled construction.
2. Grantee must obtain approval from the USIBWC, before placing any excess material on USIBWC Rights-of-Way. No berms may be left or placed inside the floodplain.
3. Grantee shall provide a master schedule to the Mercedes field office once the construction begins.
4. Grantee shall notify the Mercedes field office prior to the commencement of the project.
5. Grantee shall provide a list of people that will be on site and provide a direct contact information of superintendent or person in charge in the field.
6. It shall be the responsibility of the Grantee to comply with all applicable regulatory permitting and best management practices.
7. The Grantee shall provide, erect, and maintain all necessary barricades, suitable and sufficient flasher lights, flagmen, danger signals, and signs; and shall take all necessary precautions for the protection of the activities and the safety of the public, and in compliance with all applicable laws, ordinances, and regulations. Roads closed to traffic shall be protected by effective barricades on which shall be placed

acceptable warning and detour signs. All barricades and obstructions shall be illuminated at night by lights kept burning from sunset until sunrise.

8. The Grantee will photograph the work site prior to the start of construction and provide pre-construction photos to USIBWC. All areas disturbed due to construction, including levee and levee roadway and levee crossings, will be resurfaced of otherwise repaired to pre-construction conditions and to the USIBWC's satisfaction.

b. CONSTRUCTION REQUIREMENTS

1. Authorized construction and activity consist of: **sluice gate and 70 cfs pump system consisting of a metal building with a concrete slab and foundation to cover structure. An 8x8 concrete culvert will connect to a gatewell with a sluice gate. The outfall will consist of an 10x10 concrete box with energy dissipators and concrete riprap**.
2. Grantee shall be aware that the Hurricane Season is from June 1 through October 15. The area of proposal work is subject to flooding. If the levee is cut, Grantee shall provide sufficient equipment at the site to restore the levee to full section in forty-eight (48) hours in the event of a flood threat.
3. Grantee shall analyze the levee portion impacted by the proposed project for concurrence with 44 CFR 65.10(b) along with the certification in Grantee's design report that the proposed work has been analyzed and will meet all 44 CFR 65.10(b) requirements.
4. Material used to reconstruct the levee must meet the minimum soil requirements provided in "Requirements for Projects on or Affecting a USIBWC Levee" outlined in sections "Minimum Soil Requirements and Levee Construction or Repair" (Exhibit B).
5. Material testing when reconstructing the levee shall be required for the proposed construction and must meet the minimum requirements in "Minimum Levee Test Requirements" (Exhibit D).
6. USIBWC will not be responsible for any damage to the Grantee's property, structures, equipment, or injury to Grantee's employees, guests, invitees, or agents/contractors that arises from or is related to by flood flows or regular flows in the floodway.
7. The levee structure shall be rehabilitated accordingly to USIBWC requirements to include slopes, elevations access road dimensioning, access road surfacing "Requirements for Projects on or Affecting a USIBWC Levee" must be met.
8. Backfill material must have at least 95% of the maximum dry density tests.
9. The USIBWC levee crown must be 16 feet wide for vehicles to safely egress and ingress during flood operations and to perform yearly routine maintenance. The "Concrete Footprint" for the metal building must not encroach on the 16 feet levee crown at any time.
10. Grantee shall invite USIBWC for the final walkthrough and furnish a copy of the punch list items for review.
11. Any improvements within USIBWC floodplain will be required to be designed by a licensed engineer and signed/sealed.

12. Grantee's construction activities shall be performed by methods that will prevent entrance, or accidental spillage of solid matter, contaminants, debris, and other objectionable pollutants and wastes into the river/channel, flowing or dry watercourses, and underground water sources. Such pollutants and wastes include, but are not restricted to refuse, garbage, cement, concrete, sewage effluent, industrial waste, radioactive substances, oil and other petroleum products, aggregate processing tailings, mineral salts, and thermal pollution. Sanitary wastes shall be disposed of in accordance with State and local laws and ordinances.

13. Grantee shall maintain a 48-hour flood emergency service equipment and personnel during construction work on USIBWC right-of-way. The Licensee will be required to take immediate action upon notification by USIBWC to backfilling and compacting all excavated trenches and to reconstruct the levee to its original condition to prevent any flooding. The Licensee will also be required to remove all excess material from the floodplain and levees. The Licensee shall furnish to the USIBWC, the names and telephone numbers of two persons responsible for this emergency service. Any damages and cost associated with such, to person(s) or property resulting from the Licensee's failure to conduct the necessary emergency measures, will be the Licensee's responsibility. The following requirements shall be included in all USIBWC Licenses for construction within USIBWC Right-of-Way.

14. Upon completion of any construction with USIBWC right-of-way, the worksite area shall be left in a clean and neat appearing condition with all debris and excess material removed from the site.

15. Grantee shall not place structures within 15 feet (or USIBWC's ROW whichever is smaller) from the levee toe.

16. Grantee shall not stage any material inside the Main Floodway floodplain. This area is a floodplain and is subject to flooding at any time.

17. USIBWC will not alter its flood operation for this project.

18. Modifications made to the levee for the project shall result in the levee continuing to meet the requirements of 44 CFR 65.10. This is required for the USIBWC to seek levee accreditation from the U.S. Federal Emergency Management Agency (FEMA). In addition to the as-builts, documents that are applicable such as design report, geotechnical report and hydraulic model and report shall be submitted to the USIBWC. All reports shall be signed and sealed by a Professional Engineer registered in the State of Texas. The Grantee shall certify that the levee continues to meet the requirements of 44 CFR 65.10. This provides reasonable assurance that the levee provides flood protection up to the design flood to the landside areas.

19. All disturbed areas must be re-established with the USIBWC approved Native Seed Mix (Exhibit C).

c. POST CONSTRUCTION, OPERATION AND MAINTENANCE REQUIREMENTS

1. The Grantee must submit to the USIBWC the as-built drawings, stamped by a licensed Engineer, for the licensed activities no later than 30 calendar days after the construction phase is completed. Drawings shall be in Adobe pdf and shall be sized to at least ANSI B (11"x17") although full-size drawings are preferred. Drawings shall be provided at a resolution not less than 300 dpi.

2. The Grantee must submit to the USIBWC complete surveys, signed and stamped by a registered surveyor, shall be provided to USIBWC. Survey data shall be provided in pdf format (usually drawings) with supporting data in a comma delimited ASCII file. Data shall be identified (point number, northing, easting, elevation, description) while the coordinate system, datum, name of the individual/company who performed the survey, and date of survey shall be noted. Survey points, boundaries, break-lines, and other relevant data shall be exported from an AutoCAD Civil 3D file to an xml file.

3. Upon completion of any levee construction work, a copy of all completed tests and associated USIBWC forms in Adobe pdf shall be provided to USIBWC. Tests and forms shall be provided at a resolution not less than 300 dpi.

4. Either prior to or upon completion of construction work on this project, a copy of all completed geotechnical boring logs and reports in Adobe pdf shall be provided to USIBWC. Data shall be provided at a resolution not less than 300 dpi.

5. The USIBWC may, at any time before or after completion of construction request changes to the design and/or require re-construction or repair, should it determine that such changes are necessary to protect the operation, maintenance, and functionality of the Project. All changes requested by USIBWC must be done at the sole expense of the Grantee.

6. During flood operations the USIBWC Operations and Maintenance staff will operate the gated structure to assure there is no negative flow, while the HCDD1 will operate the 70 cfs pumping station.

d. USIBWC documents and forms are available at www.ibwc.gov/Organization/Engineering/construction.html.

20. INCLUDED EXHIBITS

Exhibit A: Site Map (1 page)
Exhibit B: Requirements for Projects On or Affecting a USIBWC Flood Control Structure dates October 21, 2021 (10 pages)
Exhibit C: Project Seed Mixes dated October 21, 2021 (8 pages)
Exhibit D: Minimum Levee Testing Requirements dated August 6, 2020 (1 page)
Exhibit E: 44 CFR 65.10 (3 pages)
Exhibit F: Original USIBWC License LSF-G/288 (3 pages)
Exhibit G: Interlocal Agreement – City of Weslaco & HCDD #1 (5 pages)

THIS LICENSE is not subject to Title 10, United States Code, Section 2662, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Commission this _____ day of _____, 20_____.

_____

Ramon Macias III, P.E.
Principal Engineer
United States Section
International Boundary and Water Commission

THIS LICENSE is also executed by the Grantee this _____ day of _____, 20____.

Hidalgo County Drainage District #1

_____

Signature

_____

Title

Exhibit F

NH-28

LSF/G-288

Plotted 5-10-55 SLH

INTERNATIONAL BOUNDARY AND WATER COMMISSION
UNITED STATES AND MEXICO
UNITED STATES SECTION

Lower Rio Grande Flood Control Project

STATE OF TEXAS |
| LICENSE TO CONSTRUCT, OPERATE AND MAINTAIN
COUNTY OF HIDALGO | A REINFORCED CONCRETE PIPE STRUCTURE

WHEREAS, the undersigned applicant for license, the City of Weslaco, Texas, hereinafter called Licensee, has perfected plans for a sewage treatment plant to be located about one mile northeast of the City; and

WHEREAS, in order to dispose of the effluent from said plant, the Licensee desires to install a concrete pipe-line from said treatment plant to the North Floodway of the Lower Rio Grande Flood Control Project, hereinafter called the Project, authorized by Act of Congress approved August 19, 1935 (49 Stat. 660), and acts amendatory thereof or supplementary thereto; and

WHEREAS, the United States, acting through the United States Section, International Boundary and Water Commission, United States and Mexico, hereinafter called the Commission, controls and operates the Project, including said floodway; and

WHEREAS, the Licensee represents that it has made all arrangements, legal and otherwise, for the use of all lands to be crossed or utilized or affected by the works to be constructed in connection with the license for which application is made.

NOW THEREFORE, Pursuant to authority given by Act of Congress approved August 27, 1935 (49 Stat. 906) the Licensee hereby accepts a license to install, operate and maintain an eighteen inch diameter reinforced concrete pipe structure through the west levee of said North Floodway in Hidalgo County, Texas at approximate Station 140+70, Campacuas Lake to Mile 12 North Sector, and to excavate a drain ditch leading from the downstream end of said structure to the pilot channel drain of said floodway as shown in location on IBWC Drawing No. 1179-N-12, upon the terms and conditions hereinafter set forth, to-wit:

1. The Licensee shall construct the proposed structure through the levee in accordance with the attached drawing entitled "City of Weslaco, Texas - Sewage Treatment Plant Outfall Line - Details Flood Levee Crossing", which is hereby approved and made a part of this license.

2. The Licensee shall backfill around and over the structure with well tamped moist earth and shall restore the surface of the levee crown, slopes and berms to their present dimensions in a satisfactory manner; said backfill shall extend from the downstream end of the structure to where it leaves the levee right of way on the northwest.

3. A suitable gate shall be installed in the gatewell of said structure.

4. The Licensee shall excavate a drain ditch leading from the lower end of said structure to the pilot channel drain at location and to bottom grade as shown on IB&WC Drawing No. 1179-N-12. Said drain ditch shall have a bottom width of not less than two feet and side slopes of 1½:1.

5. The Licensee, at its own expense, shall maintain a strip of land extending ten feet (10') in width on both sides of said structure and drain ditch free and clear of weeds, brush and other vegetation.

6. All work performed under this license shall be subject to the inspection and approval of the authorized representatives of the United States Section of the International Boundary and Water Commission, United States and Mexico.

7. The said structure and drain ditch shall be operated and maintained in such a manner as not to interfere with the maintenance of the levee or to interfere in any manner whatsoever with the construction, operation and maintenance of the project or any part thereof, and the Licensee hereby waives any and all claims against the United States, its officers, agents and employees by or on account of any damage which may be caused to the said structure of the Licensee, directly or indirectly, by, through or on account of any work done under the authority of the United States.

8. The Licensee shall be liable for any and all damage to the property of the United States or of any third person or persons by reason of the exercise of the privileges conferred by this license; and shall save the United States harmless from any and all claims which any person may have, or claim to have, directly or indirectly, arising out of or in any way connected with the construction, operation and maintenance of said structure.

9. This license shall continue so long as in the opinion of the Commissioner it is considered to be expedient and not detrimental to the public interest, and shall be revocable by the said officer upon 90 days written notice to the Licensee.

IN WITNESS WHEREOF, the Licensee has caused this instrument to be signed by its mayor and its corporate seal to be affixed thereto and attested by its secretary, by, and with the consent and authority of its City Commission, on this 5th day of ~~May~~ August, 1952.

CITY OF WESLACO, TEXAS

BY Herbert M. Pike
Herbert M. Pike, Mayor

ATTEST:

V. C. Thompson
V. C. Thompson, Secretary

APPROVED: Aug 16, 1952

BY L. M. Lawson
L. M. Lawson, Commissioner

International Boundary and Water Commission
United States and Mexico
United States Section

Exhibit G

STATE OF TEXAS § **INTERLOCAL AGREEMENT**

HIDALGO COUNTY §

This Agreement is entered into effective the 19th day of July, 2022, by and between Hidalgo County Drainage District No. 1 (the "Drainage District"), the City of Weslaco, Texas (the "City") pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS the Drainage District and The City are authorized to enter into this Agreement pursuant to the interlocal Cooperation Act, Texas Government Code Section 791.01 et. seq., (the "Act") which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act;

WHEREAS the City maintains a License issued by the International Boundary and Water Commission ("IBWC") to, construct, operate and maintain drainage line and structure through the west levee of the North Floodway of the Lower Rio Grande Flood Control and more adequately identified in License No. LSF/G-288 attached as **Exhibit A** (herein the "License");

WHEREAS the City has certain maintenance obligations and operation responsibilities under the License;

WHEREAS the City wishes for the Drainage District to take over maintenance and operation obligations that exist under the License;

WHEREAS the structures identified in the License are primarily used for drainage of storm water.

NOW THEREFORE, the Drainage District and the City, in consideration for the mutual covenants expressed hereinafter, agree as follows:

1. The Drainage District agrees to take over maintenance rights and operation obligations affiliated with the License, subject to the approval of the IBWC.

2. This parties acknowledge and agree that this Agreement shall not be effective until such time as the parties have received the written approval of this Agreement from the IBWC.

3. **Conflict with Applicable Law**. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract,

the latter shall prevail, but in such event the affected provision or provision of this Agreement shall be modified only to the extent necessary to bring this Agreement within any such legal requirements and only during the times such conflict exists.

4. **No Waiver**. No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

5. **Entire Agreement**. This Agreement contains the entire agreement between the parties hereto, reflecting the subject matter hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Drainage District and City of Weslaco, only after approval of the IBWC, and not otherwise.

6. **Texas Law to Apply**. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

If to City of Weslaco: City of Weslaco, Texas
Attention: City Manager
255 S. Kansas Ave
Weslaco, Texas 78596

If to Drainage District: Hidalgo County Drainage District No. 1
Attention: General Manager
902 N. Doolittle
Edinburg, Texas 78540-0758

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

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

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

10. **Assignment**. This Agreement shall not be assignable.

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

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

13. **Authority to Execute**. The execution and performance of this Agreement by Drainage District and City of Weslaco have been duly authorized by all necessary laws, resolutions or governing body action of the parties and this Agreement constitutes the valid and enforceable obligations of Drainage District and City of Weslaco in accordance with its terms only after approval of the IBWC.

14. **Non-Discrimination.** This Agreement and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law or City and Drainage District policy, including without limitation race, color, national origin, religion, sex, age, veteran status, or disability.

15. **Indemnification**. To the extent allowable by law, the Parties hereto agree to indemnify and hold harmless the other party from any and all costs, expenses or damages resulting from any claims for by third parties for the obligation of another party hereto.

16. **Appendix II To CFR 200-Contract Provisions**. Pursuant to 2 CFR 200.326, a non-Federal entity's contracts must contain the applicable provisions described in Appendix II to 2 CFR 200-Contract Provisions for non-Federal Entity Contracts under Federal Awards. Therefore, if applicable, the provisions of Appendix II to 2 CFR 200 are attached and incorporated by reference into this contract should it be subject to Federal award.

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

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

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

CITY OF WESLACO, TEXAS

By: _____
David Suarez, Mayor

WLC 7/19/22

ATTEST:

_____
Norma A. Cantu, City Secretary

APPROVED AS TO FORM:

_____
Juan E. Gonzalez, City Attorney

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

By: _____
Richard Cortez, Chairman

APPROVED BY HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 BOARD OF DIRECTORS ON 5-31-22 MM

APPROVED AS TO FORM:

JONES, GALLIGAN, KEY & LOZANO, LLP

By: _____