

Rudy Villarreal
Mayor

Diana Martinez
Mayor Pro-tem

Victor Perez
Commissioner

Jesus "Jesse" Vela, Jr.
Commissioner

Roel Landa, Jr.
Commissioner

Luciano Ozuna, Jr.
City Manager



**CITY OF ALAMO
BOARD OF COMMISSIONERS
WORKSHOP
TUESDAY, SEPTEMBER 1, 2009 @ 6:00 P.M.
ALAMO MUNICIPAL BUILDING
420 N. TOWER ROAD
ALAMO, TEXAS 78516**

At anytime during the course of this meeting, the City Commission may retire to Executive Session under Texas Government Code, Section 551.071 (2) to confer with its legal counsel on any subject matter in this agenda in which the duty of the city 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. At anytime 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 requirements that meetings be open set forth in Title 5, Subtitle A, Chapter 551, Subchapter D of the Texas Government Code.

AT THIS MEETING THE CITY COMMISSION MAY DELIBERATE ON AND TAKE ANY ACTION DEEMED APPROPRIATE BY THE CITY COMMISSION ON THE FOLLOWING SUBJECTS:

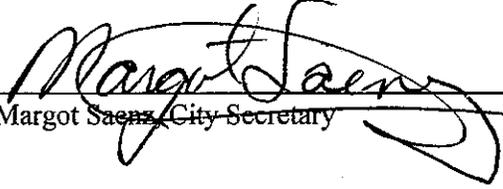
AGENDA

- I. Call Workshop to Order.
- II. Discussion regarding the FY 2009/2010 City Budget.

CERTIFICATION

I, the undersigned authority, do hereby certify that the attached agenda of a workshop of the Alamo City Commission is a true and correct copy and that I posted a true and correct copy of said notice on the bulletin board in the Municipal Building, a place convenient and readily accessible to the general public at all times, and said Notice was posted on the 28th day of August 2009, at 5:00 p.m. and will remain so posted continuously for a least 72 hours preceding the scheduled time of said meeting in accordance with Chapter 551 of the Texas Government Code.

Dated this the 28th day of September 2009.


Margot Saenz, City Secretary

Rudy Villarreal
Mayor

Diana Martinez
Mayor Pro-tem

Victor Perez
Commissioner

Jesus "Jesse" Vela, Jr.
Commissioner

Roel Landa, Jr.
Commissioner

Luciano Ozuna, Jr.
City Manager



**CITY OF ALAMO
BOARD OF COMMISSIONERS
FIRST REGULAR MEETING
TUESDAY, SEPTEMBER 1, 2009 - 7:00 P.M.
ALAMO MUNICIPAL BUILDING
420 N. TOWER ROAD
ALAMO, TEXAS 78516**

At anytime during the course of this meeting, the City Commission may retire to Executive Session under Texas Government Code, Section 551.071 (2) to confer with its legal counsel on any subject matter in this agenda in which the duty of the city 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. At anytime 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 requirements that meetings be open set forth in Title 5, Subtitle A, Chapter 551, Subchapter D of the Texas Government Code.

AT THIS MEETING THE CITY COMMISSION MAY DELIBERATE ON AND TAKE ANY ACTION DEEMED APPROPRIATE BY THE CITY COMMISSION ON THE FOLLOWING SUBJECTS:

AGENDA

I. CALL MEETING TO ORDER

- A. Pledge of Allegiance
- B. Invocation
- C. Consideration and action to approve the minutes of the second regular meeting held on May 26, 2009.
- D. Consideration and action to approve the minutes of the first regular meeting held on June 2, 2009.
- E. Consideration and action to approve the minutes of a special meeting held on June 9, 2009.

- F. Consideration and action on an ordinance calling a special election to amend the Home-Rule Charter for Tuesday, November 3, 2009, within and throughout the corporate limits of the City of Alamo, Texas (The "City"), at which all resident, qualified electors of the City shall be entitled to vote "for" or "against" the Proposition to amend the Home-Rule Charter by changing the election date for the Office of Municipal Court Judge from the First Saturday in May to the November Uniform Election date, as provided by law, and by extending the term of office for the Municipal Court Judge from two (2) years to four (4) years effective for the term of office commencing in November 2009.
- G. Consideration and action to transfer the Reserve Fire Equipment account to the General Fund account.
- H. Consideration and action regarding the City Organization Chart.
- I. Consideration and action regarding the job description for the Human Resource Director position.
- J. Consideration and action on a line item transfer for travel from the General Fund line item #01-510-2025-02 to line item #01-510-2025-01.
- K. Consideration and action on a payment request for legal fees pertaining to the Roel Pina right-of-way acquisition condemnation proceedings by the County Right-of-way Department.
- L. Consideration and action to enter into an agreement with the Pharr-San Juan-Alamo ISD regarding policing services.
- M. Consideration and action to allow the Library to implement an "Amnesty Month" for the month of September 2009 for return of overdue books.
- N. Consideration and action to appoint a member to the Alamo Library Board.
- O. Consideration and action to approve the 2009 Inter-local Agreement between the Hidalgo County/Urban County Program and the City of Alamo.
- P. Consideration and action on a request to declare a burned city vehicle as surplus and relinquish to TML-IRP Insurance.
- Q. Consideration and action on a variance request by Jose Luis Rios at 512 Martinez Avenue.
- R. Consideration and action on a variance request by Gilberto Garay at 511 Martinez Avenue.
- S. Consideration and action on a variance request by Jorge Escobedo at 515 E. Business Highway 83.

- T. Consideration and action on a variance request by Bernardo Saenz at 1142 S. Alamo Road.

CITIZEN PARTICIPATION: Five minutes per person with no response from the City Commission. Residents must sign up prior to the city meeting.

EXECUTIVE SESSION:

Executive Session to be conducted in accordance with the Open Meeting Act, as authorized by the Texas Government Code, Section 551.07. Should any vote be required it shall be made at the open meeting covered by the notice upon reconvening of the public hearing.

1. Discussion with City Attorney regarding legal matters pertaining to the Hilton Garden Inn claim.
- U. Consideration and action on matters discussed in executive session regarding legal matters pertaining to the Hilton Garden Inn claim.

II. ADJOURNMENT

Citizens are encouraged to sign the attendance sheet.

Posted By:



Margot Saenz, City Secretary
August 28, 2009 @ 5:00 p.m.

The Board of Commissioners fo the City of Alamo, Texas met for a Second Board Meeting on Tuesday, May 26, 2009 at 6:00 p.m. at the City of Alamo Municipal Building.

COMMISSION PRESENT:

Rudy Villarreal, Mayor
Diana Martinez, Mayor Pro-Tem
Victor Perez, Commissioner
Jesus "Jesse" Vela, Jr., Commissioner
Roel Landa, Jr., Commissioner

COMMISSION ABSENT:

STAFF PRESENT:

Luciano Ozuna, Jr., City Manager
Diana Elizondo, Administrative Assistant
Enrique Guzman, Finance Director
Jose Guerrero, City Attorney
Public Works Director Julio Villarreal

Robert Diaz de Leon, AEDC Director
Police Chief Arturo Espinosa
Mark Lozano, Parks & Recreation Director
Fire Chief Rolando Espinoza
Lt. Albert Caballero

I. CALL MEETING TO ORDER

Mayor Rudy Villarreal called the second regular meeting of April 21, 2009 to order at 7:00 p.m. at the City of Alamo Municipal Building. Mayor Rudy Villarreal led the Pledge of Allegiance and Charlie Wilmoth led the invocation.

C. Consideration and action on a request by the United Way of South Texas to participate in the Up With People Project

Mr. Luciano Ozuna, Jr. stated that the Up With People Project were going to make a presentation and introduced Ms. Cherissa Johnson who would be making the presentation regarding the program along with the other members of the cast.

Mr. Matthew Irvin, Boulder Colorado, Marketing Manager for Up With People 2009 Tour introduced himself and stated that the City of Alamo was one of their sponsors and would like to talk about what the project was and what they were going to be doing in the Rio Grande Valley. He stated that what they do was an international cast of students which consists of 90 students from 22 different countries from all over the world from Israel, New Zealand, China Netherlands all over Asia and for six months they travel to different cities and countries and stay with host families. Mr. Irvin also stated that they do community projects working with different organizations in whatever was the need also they also do a huge international music and dance performance which was what they would be doing at the Dodge Arena in Hidalgo. He stated that all the money that would come from the show with the help of sponsorship as from the City of Alamo would be going to the United Way of South Texas. Mr. Irving stated that the belief from Up With People was that they were trying to bring the world together and one of the biggest difficulties was the lack of understanding of different people so they were trying to bring in young people together from different countries to allow them to better understand the world they were living in to make the difference. He stated that they would be making a short video presentation.

Video was presented.

Up With People program would be staying for 9 days with host families doing community service and still will be performing their huge show.

Mr. Irving stated that the project they would be doing in the City of Alamo would be on Thursday, June 11. He stated that they would be having their cast going to the cities for one day for community service. Mr. Irving stated that were really excited to work for the City of Alamo who was one of the cities that had brought them into the area with them basically asking to have everyone one board to raise money for the United Way.

The tickets for the show would benefit the United Way that was the reason that they were trying to raise awareness as well as they partner with them for a lot of their community services across different cities. She stated that United Way had a yearly a day of caring which they had a couple hundred of volunteers for one day they would have a huge impact to the community.

Mr. Ozuna stated that the City was working with the people of the program in regards to the community services that they would be performing for the City of Alamo on May 11. He stated that one of the projects that they had talked about was the landscaping for City hall and Library possibly maybe the new Fire station. He stated that the proceeds would go to the United Way as well they had asked for participation from different cities with them asking a donation of \$5,000 and would like to recommend the City Commission to approve the expenditure in the amount of \$2,500 with the AEDC also having the item on their agenda to participate in the amount of \$2,500.

Commissioner Jesse Vela, Jr. motioned to participate in the Up With People project in the amount of \$2,500. Mayor Pro-Tem Diana Martinez seconded the motion. Motion Carried.

D. Consideration and action on request by Precinct #2 Commissioner Tito Palacios for assistance on drainage and repaving on Tower Road

Mr. Ozuna stated that in their packet a letter was provided that was written to Commissioner Palacios which was very self explanatory. He stated that on the third page it was stated the amount that Commissioner Palacios was requesting \$101,536.28 that would be for the patching and paving of where the sewer force main was placed form Alamo Road South and Rancho Blanco Road. Mr. Ozuna stated that he had advised him that the paving the figures that had been used that had to do with the complete cut and restoration of the paving however the City had already done that through the contractor so therefore the cost per lineal foot was not as much as they were stating in their set of figures. He stated that they had an amount of \$36 for lineal foot for 1800 lineal feet and after the city engineer went through the plans and measured the area it turned out it was about 1000 sq. feet at only \$12 a lineal foot for the reason that it would just be the paving and not the restoration of the sub grade. Mr. Ozuna stated that the second part was the installation of an 18' inch drainage line that was installed from Moore Road North what happened was at a previous meeting with Commissioner Palacios he had stated that he was going to stop on Moore Road and not go beyond that for the reason that it was City limits and they did not have the money available to taper inside the City limits. He stated that the City had already made their projections and were going to all the way to Moore Road, he stated that he did not know if there was miscommunication between the contractor, engineer and himself for the reason that they continued to place the drainage line approximately 588 lineal feet within the City. Mr. Ozuna stated that when Commissioner Palacios originally stated that they were going to stop on Moore Road he went ahead and had the city engineer complete the design with going all the way to Moore Road, after being informed by Public Works that they had continued with the line he advised the city engineer and turned out the City would not be able to use the whole 588 lineal feet. He stated that therefore a lot of the lines that were place would have to be taken out

by Commissioner Palacios and only 188 feet so based on the figures on per lineal foot it would be about \$6,000 and two inlet that would be utilized by the City in the cost of \$12,000 so if the \$12,000 for the paving and drainage it would be \$24,000 a lot less than the \$101,536.28 that were proposed by Commissioner Palacios. Mr. Ozuna stated that on the letter he had informed the Commissioner Palacios that they had made a request on the meeting that they had last week for the City to lower some of the pressure mains that were along Tower Road so the City had failed and after discussions with the City engineer, Commissioner Palacios engineer should of done their due diligent and having done that they would of notice the lines were going to be an obstacle to the design that was already done so he stated to Commissioner Palacios that in his letter the City would extend assistance but would only be with the City's Vactor Vaccum Truck and crew members but not pay for the actual work to relocate or adjust the City lines which would be an expensive project. Mr. Ozuna stated that what he was requesting from the City Commission was authorization to assist in the amount of \$24,000 on the Tower Road project on behalf of the City this would be items that would be utilized by the City and of course the paving that was going to be done in the first place where the force main was place on El Gato Road South and Ranch Blanco Road.

Commissioner Jesse Vela, Jr. asked Mr. Ozuna "What was the response from Commissioner Palacios regarding the letter that was sent"

Mr. Ozuna stated that the letter was faxed last Thursday with no response.

Commissioner Jesse Vela, Jr. stated that he was wondering if they were accepting the fact that the fact was that they did not then they were negligent and due diligence in the fact that they went ahead and did something that was basically was not going to service in fact it was detrimental. He stated that due diligence was required before a project was taken and was wondering if Commissioner Palacios engineer had responded.

Mr. Ozuna stated that not even Commissioner Palacios engineer had not responded nor there was not feed back.

Mayor Rudy Villarreal stated that the engineers should had gotten together before the project.

Mr. Ozuna stated that the City engineer, Quintanilla & Headley stayed on top of the project by calling the people and requesting the information so nothing was in conflict so that both projects would work together with no response from the engineer.

Commissioner Jesse Vela, Jr. asked Mr. Ozuna, "Who was the engineer on record for Commissioner Palacios"

Mr. Ozuna stated that Ramiro Gutierrez was the engineer on record for Commissioner Palacios.

Commissioner Jesse Vela, Jr. stated to Mr. Ramirez that from the legal side this was damage control.

Mr. Jesus Ramirez, City Attorney, stated that there were two different issues that he was thinking of first he found it very difficult for a contractor to extend the line and anticipate to expect for the City to pay particularly for the reason that the City had an improvement that would be an easy call.

He stated that on the other one if he understood the facts correctly and asked Mr. Ozuna "If it was a City street"

Mr. Ozuna stated that no it was not a city street it was a county road.

Mr. Ramirez stated that it was a county road and asked Mr. Ozuna, "The City had placed lines" so his questions would be "Why would not the City be liable for lowering the lines" He stated that typically the street right-of-way was the predominate improvement and everything else was subordinate so for instance if there was electrical wires or any kind of utility systems those systems every time there was a change they would need to be moved so in the case of the City why won't that apply unless it was the City's right-of-way the statute states that the *City may use their right-of-way for the City lines subordinate to their use*. He stated that he thought that was what the law was but he would want to look at the facts so if for example the City was widening a street and there was a utility line for CPL he would suspect that CPL would be contacted to remove the line.

Mr. Ozuna stated that he would agree.

Mr. Ramirez stated that how would that be any different.

Mr. Ozuna stated that the difference was that the project was being constructed now and haven been told 6 months ago or a year ago appropriations may had been done. He stated that now the construction was being done and they state that there was a pressure main in the way with them requesting to be removed. Mr. Ozuna stated that it was the City responsibility for the reason of the county right-of-way but the City could of been told 6 months or 1 year ago ahead to make appropriations for the reason that the City did not have money for the project. He stated that they were 2 force mains (50' & 12") that need to be lowered in order and the only place where they come in conflict were two inlets that were across the street that did not have nothing to do with the lines they were inlets that could be adjusted for the lines. Mr. Ozuna stated that if the City had been told 6 months ago it would of been taken care with the Council agreeing.

Mayor Rudy Villarreal stated that the agenda item should be tabled since there was no rush to get all the facts and figures from the engineer.

Mr. Ozuna stated that as far as paving as to he had stated about the resurface where the City had cut and place a line the expense would had been done anyway. He stated that the drainage line was 588 feet into the City, as he was told by Commissioner Palacios he was going to stop on Moore Road.

Mr. Ramirez stated that he thought it was strange as to how they moved forward without any thing in writing.

Commissioner Jesse Vela, Jr. asked "If there was any paper trail"

Mr. Ozuna stated that "no, sir there was not paper trail"

Commissioner Jesse Vela, Jr. asked Mr. Ozuna, "If it was considered an emergency"

Mr. Ozuna stated that “no, it was not considered an emergency”

Commissioner Jesse Vela, Jr. stated that he agreed with Mayor Villarreal as to hearing from Commissioner Palacios and the engineer.

Commissioner Jesse Vela motioned to table the agenda item. Mayor Pro-Tem Diana Martinez seconded the motion. Motion Carried.

E. Consideration and action to select the Certified Public Accountant to conduct the audit for FY 2008-2009

Mr. Ozuna stated that the City was trying to get ahead of the game as well as Mr. Guzman had recommended to hire an Accountant as soon as possible for the reason that when the books were closed in September the City would be ready. He stated that all along Mr. Luis Orozco who prepared the City audit last year had been working with the City and felt very comfortable that had been done and had been doing. Mr. Ozuna stated that his recommendation was to select Mr. Orozco.

Mayor Rudy Villarreal asked Mr. Ozuna “What was the cost of the Audit”

Mr. Ozuna stated that the cost of the audit was in the amount of \$23,000.

Commissioner Roel Landa, Jr. motioned to select Luis Orozco to conduct the 2008-2009 audit. Commissioner Jesse Vela, Jr. seconded the motion. Motion Carried.

F. Consideration and action to advertise for water and sewer operations management proposals

Mayor Villarreal stated that Mr. Ozuna had been thinking of a workshop to bring in facts and figures as well as what other cities had the management program.

Mr. Ozuna stated that he would like to request for the agenda item to be tabled.

Mayor Pro-Tem Diana Martinez motioned to table the item. Commissioner Jesse Vela, Jr. seconded the motion. Motion Carried.

Commissioner Jesse Vela, Jr. asked Mr. Jaime Sandoval, CP&D Director a status on the stimulus as to student being placed.

Mr. Sandoval stated that there was a training next week at the County Judge’s office.

Commissioner Jesse Vela, Jr. asked Mr. Sandoval “If the training was on the students that would be placed through out the communities”

Mr. Sandoval stated that the students would need to apply first.

Commissioner Jesse Vela, Jr. asked Mr. Sandoval “How many job descriptions did the City submit”

Mr. Sandoval stated that he had only received on job description.

Commissioner Jesse Vela, Jr. stated that he thought every department was going to submit a job description.

Mr. Ozuna stated that yes they were going to be submitting the job description but they just had not been received.

Mr. Sandoval stated that the City still had time.

Commissioner Vela, Jr. stated that he apologized for getting ahead of himself, he stated that it was a hurry up and wait and wait in order not to fall behind.

Mr. Sandoval stated that on the workshop next week to be informed as to where the City was at in the Workforce program and hopefully by that time the Department Heads would be submitting the job descriptions.

Commissioner Vela, Jr. stated that the AmeriCorps had collapsed and would not be funded anymore with a lot of young men and women that could serve the City to help them with some summer money.

CITIZEN PARTICIPATION: Five minutes per person with no response from the City Commission. Residents must sign up prior to the city meeting.

II. ADJOURNMENT

Mayor Rudy Villarreal adjourned the meeting.

Mayor Rudy Villarreal

ATTEST:

Margot Saenz, City Secretary

The Board of Commissioners of the City of Alamo, Texas met for a regular meeting held on June 2, 2009 at 7:00 p.m. at the City of Alamo Municipal Building.

ATTENDANCE

Commission Present:

Mayor Rudy Villarreal
Mayor Pro-tem Diana Martinez
Commissioner Roel Landa, Jr.
Commissioner Jesse Vela, Jr.
Commissioner Victor Perez

Commission Absent:

Staff Present:

Jose Guerrero, City Attorney
Margot Saenz, City Secretary
Enrique Guzman, Finance Director
Jaime Sandoval, CPD Director
Robert Diaz De Leon, AEDC Director

Police Chief Arturo Espinosa
Library Director, Victoria Gonzalez
Fire Chief Roland Espinoza
Julio Villarreal, Public Works Director

I. CALL MEETING TO ORDER

Mayor Rudy Villarreal called the regular meeting of June 2, 2009 to order at 7:00 p.m. at the City of Alamo Municipal Building. Mayor Rudy Villarreal led the Pledge of Allegiance and Charlie Wilmoth led the invocation.

C. Consideration and action on an ordinance to amend the Hotel/Motel Tax Budget to provide funding to the Alamo Economic Development Corporation for a hotel/motel advertising campaign

Mr. Robert Diaz de Leon, AEDC Director, stated for the record, he would like to bring the Commission up-to-date as to where they're at and what they've done. He stated that they had a promotion campaign last year with the hotel/motel tax money. He stated that the hotel/motel money has a lot of limitations and/or prohibitions, it can only be use for certain things having to do with the visitors bureau, hotels and that sort of things. He stated that in taking advantage of that limited opportunity they started a campaign last year that fortunately turned out being very successful. He stated that this year they're trying to do the same thing but they've done several more things and that is that they're trying to include in the campaign such as radio and television coverage as well as the billboards and that sort of things. He stated that one thing that they've observed was, one is that whatever they do, it has to benefit the hotel industry and secondly what they would like to do, while doing that, is try to promote the shopping capability of people wanting to shop in the City of Alamo. He stated that in terms of the promotion, they have to say, you stay in Alamo and while in Alamo these are the places you can shop so they're promoting all the shopping capabilities that they have. He stated that they have put together a budget of the total program that is optimistic and which he thinks will be very fruitful. Mr. Diaz de Leon passed out to the City Commission some information and went over the information. He stated that he outlined a variety of things that they wanted to do which includes the radio, television and other sort of capability. He stated that they didn't have a lot of these cost fixed yet because they're still negotiating and trying to negotiate down. He stated that not knowing how much money they have to work with and knowing that they committed to pay 2/3 of the cost of the campaign last year. He stated that he is requesting that the Commission add to what the city gave him the last time with another \$50,000.00 and with that they will complete their 2/3 of what the campaign will cost.

Mr. Barry Patel stated that they started on the promotion, promoting the City of Alamo and the hotels a couple of years ago and has worked out well. He stated that the one thing that he has asked was, how is the sales tax numbers doing. He stated that they want people to come and stay in Alamo, shop, eat at the restaurant, fill-up with gas, and make a deposit at the local banks, so they have tried to get all this together. He stated that the promotion that is going out right now, strictly the hotel/motel tax money is not general fund money, it's 7% that is collected from the hotels. He stated that it can also help other things like promoting Alamo, the shopping in Alamo, while you're here you can shop, while you're staying here you can like go and eat at a restaurants here and so forth. He stated that it has been positive. He stated that the sales tax revenue seems to be positive also. He stated that the latest campaign actually has about 2/3 of the page showing the various restaurants, shops, banks and so forth. He stated that this is a larger campaign than meets the eye and that's the whole idea. He stated that Robert Diaz De Leon has already presented a budget and has been approved and funded. He stated that something else came through, some new ideas and they thought by adding \$50,000.00 to the budget would be good and they would get that money back in multiple, in sales tax revenue, motel tax revenues and so forth. He stated that they will have more to spent next year and hopefully the other segment that he has always ask the City Manager is, how is housing doing here, because one thing that people do is when they come to stay in the hotel they also look to see if they can perhaps move here in the future. He stated that he has seen that in other markets where he has hotels. He stated that, that is something that they should look at.

Mr. Diaz de Leon stated that he had one last point. He stated that the city's web site gets about 2,600 hits a months and the greater majority of these hits are, where do we shop, if we stay in Alamo where do we shop, if there's no place to shop, how do we get to the outlet mall, how do we get to La Plaza Mall, how do we get to the Shrine, so that gives them the idea that evidently there's a lot of women that are staying here, looking for a place to shop, so that's why they're leaning on, if you stay in Alamo this is where you can shop. The city has a Walmart, a Bealls and other shopping stores. He stated that they have outline the whole thing for example where to eat, where to shop. He stated that it makes sense to be proactive in trying to promote what they do and this will do it. He respectfully requested the City Commission to honor their petition.

Mayor Rudy Villarreal stated that in La Quinta at the Capital, there were some signs from Alamo, Texas but were in the bottom so he took them and placed them on top where everyone could see them. He stated that he also see promotions in Texarkana, when he was coming into the state. Also in Monterrey and Cuida Victoria.

Mr. Jose Guerrero, City Attorney, asked whether there was going to be an agreement with the expenditure of this money. Specifically, that it'll be earmark for a specific purpose. He stated that the reason was because this corporation was created by the city and funded by the half cent or whatever sales tax was approved by the voters and that is the source of funding. He stated that the sales tax is general revenue of the city.

Mayor Rudy Villarreal stated that was correct. He stated that the hotel/motel tax could only use it for certain things.

Mr. Guerrero stated that he understood.

Mayor Rudy Villarreal stated that they were very strict.

Mr. Guerrero asked who.

Mayor Rudy Villarreal stated that the city was.

Mr. Guerrero stated that if the Commission was going to amend the budget for this purpose he would recommend that the City enter into some kind of agreement with the AEDC that this money be use only for that and that it's separately accounted for and it doesn't become just the funding source.

Mr. Enrique Guzman, Finance Director, stated that the city does have a drafted agreement, it's very similar to the one that the city has with the Chamber of Commerce, when the city provided hotel sales tax monies to the Chamber to do promotions for the city. He stated that he will bring it to the City Commission for approval.

Mr. Guerrero stated that it was not on the agenda but if it's there.

Mr. Guzman stated that it is already drafted, staff just needs to change the name on it. It's the same style of agreement.

Commissioner Victor Perez motioned to approve the ordinance to amend the Hotel Motel Tax Budget to provide funding to the Alamo Economic Development Corporation for a hotel/motel advertising campaign. Mayor Pro-tem Diana Martinez seconded the motion. Motion carried.

D. Consideration and action on a resolution to approve financial assistance to the Alamo Economic Development Corporation for the re-modeling of the AEDC administrative offices.

Mr. Guzman stated that there's an update from the City Attorney on the agenda item. He stated that there's a prepared draft resolution in the packet for approval by the City Commission, however the City Attorney has advised him that there may be some constitutional issues with the lending of credit by the city to another separate entity so they are recommending at this time that the Commission consider tabling this item for further research. He stated that they have a Plan B if this could not be done by the city. He stated that late Friday they received another email by Frost Bank that they were willing to deal directly with the AEDC and extended an even better interest rate that they had proposed before. He stated that what is in the current resolution was 5.19% but Frost Bank was offering 4.75%. He stated that they have a Plan B, a fall back plan, in case they can't go through with this. He stated that at this point the City Attorney was advising the Commission to table the item.

Mayor Pro-tem Diana Martinez motioned to approve the resolution to approve financial assistance to the Alamo Economic Development Corporation for the remodeling of the AEDC administrative offices. Commissioner Victor Perez seconded the motion. Motion carried.

E. Consideration and action to purchase a right-of-way parcel from Guillermina Gonzalez and Husband, Jesus Fonseca, 00.51 of an acre tract of land out of Lot 15, Block 41, Alamo Land and Sugar Company' Subdivision.

Mr. Jaime Sandoval, CPD Director, explained that this was regarding the acquisition of right-of-way for the Tower Road project. He stated that this was Parcel #8. He stated that there was a settlement statement in the packet. He stated that the contract sale price was \$7,000.00 and the settlement charge is \$845.54. He stated that the total amount for the purchase of the right-of-way, Parcel #8, is \$7,845.54.

Mayor Rudy Villarreal asked whether they agreed on it.

Mr. Sandoval answered yes.

Mayor Rudy Villarreal stated that the agenda says, "...and husband, Jesus Fonseca..." all the information that they have says that she's the owner.

Mr. Guerrero asked whether this was one of the parcels that was being handled by the County.

Mr. Sandoval said that was right.

Mr. Guerrero stated that at the last meeting the Commission approved or hired a lawyer from Atlas & Hall to look at these and/or condemnations.

Mr. Sandoval stated that for condemnation.

Mr. Guerrero stated they haven't been involved in this, but usually what they do is, they get a title report.

Mayor Rudy Villarreal stated that normally they put, if it's a conflict, a marriage license as proof of husband and wife but here it says that if married the spouse will be involved in all this.

Mr. Guerrero asked whether there was a title in there.

Mr. Sandoval stated that there was a title policy.

Mayor Rudy Villarreal stated that, that would cover the husband.

Mr. Guerrero stated if the title company has issued a commitment based on her. He asked whether they read the objections. He asked whether there were any objections on the title report. He stated that usually the title company will say they will insure but you must take care of all these objections, such lien and all kinds of stuff.

Mayor Rudy Villarreal said no, it explains that there's lien.

Commissioner Roel Landa, Jr. stated that there's none because he didn't see anything.

Mayor Rudy Villarreal stated that his only concern was that the agenda calls for husband.

Mr. Guerrero stated that the Commission would want to give them money and then they owe or have a lien that somebody else owes.

Commissioner Roel Landa, Jr. stated that usually that's what the title report entails, they won't offer insurance in a property if there's a lien that needs to be taken care of.

Mr. Guerrero said no, you only have a commitment. He stated that they'll commit and it'll say subject to Schedule B or whatever the objection being taken care of.

Mayor Rudy Villarreal stated that he was sure that the County took care of it.

Commissioner Victor Perez motioned to approve the right-of-way parcel from Guillermina Gonzalez and husband, Jesus Fonseca, 00.51 of an acre tract of land out of Lot 15, Block 41, Alamo Land and Sugar Company Subdivision. Mayor Pro-tem Diana Martinez seconded the motion. Motion carried.

F. Consideration and action to purchase right-of-way parcel from R F & M, Inc a Texas Corporation 0.0076 of an acre tract of land out of Lot 3, Block 37, Alamo Land and Sugar Company's Subdivision.

Mr. Sandoval stated that this was Parcel #12, contract sale price \$13,910.00; settlement charges \$860.24; total \$14,770.24.

Commissioner Victor Perez motioned to approve the right-of-way parcel from R.F. & M. Inc., a Texas Corporation 0.0076 of an acre tract of land out of Lot 3, Block 37, Alamo Land and Sugar Company Subdivision. Commissioner Roel Landa, Jr. seconded the motion. Motion carried.

G. Consideration and action regarding a request by Claudia Lozano for a variance for outdoor sales of food.

Mr. Sandoval went over the staff report. Applicant: Claudia Lozano. Request: Variance. He stated that he would like to provide a background regarding this request. Back in March, she applied for an outdoor sale permit, thirty-day permit, in the meantime she was advised that if she wanted to operate her business for more than the thirty-days that she would need a variance to the outdoor sale permit. On April the 6th she came in to apply for what we call a facility inspection, this is where the fire department and city inspector go out to inspect the premises. The dates as you'll notice on the documents are prior to the actual rescinding of the ordinance, which was rescinded, Tuesday, April 21, 2009. If you'll notice on the application for the variance was filed April 24th which was after the City rescinded the ordinance. Now everything up to, all of the documents that she provided, in other words, we cannot issue any documents unless we get clearance from the City Inspector and the Fire Marshall. He stated that there was a fire inspection report which was approved on April the 21st. He stated that her concern was that it was not her fault that certain departments did not do the inspections within the time that she had already submitted her request or her documentation. As a result, he cannot submit something or file something until he has all the documents in his possession which in this particular case was on April the 24th, that was the date that she came in with all the documents and was able to apply for the variance. He stated that the Planning and Zoning Commission met and voted to deny the variance request. He stated that his concern was that he could not make a recommendation because the ordinance no longer exist so he could not make an argument for or against it because there is no ordinance as of April the 21st.

Mr. Guerrero asked what was the filing fee for the variance.

Mr. Sandoval answered it is \$125.00.

Mr. Guerrero asked whether she pay that before.

Mr. Sandoval stated that she paid it on April 24th.

Mr. Guerrero stated that was the day after the ordinance was repealed.

Mr. Sandoval stated that was correct. He stated that he gave a little ground information because he wanted the Commission to understand that she had gone prior to the deadline, she had done her due diligence to file all the paper work.

Mr. Guerrero asked whether the city's normal procedure was that when they come in, do they make an application or do they just get information as to what they need to make an application.

Mr. Sandoval stated that they get both. He stated that when she was given the outdoor sales permit for thirty days which was allowed, she was instructed that she needed to come in and file a variance for additional time than the thirty days which they have been issuing.

Mr. Guerrero said alright.

Mayor Rudy Villarreal asked whether the inspections were done at that time.

Mr. Sandoval said no

Mayor Rudy Villarreal asked for the 30 day permit.

Mr. Sandoval explained that the facility inspection was filed on April the 6th, the City Inspector issued his report or filed it on April the 16th, the Fire Inspection report which was the one that they were waiting for, wasn't done until April the 21st. He stated that his department couldn't issue or couldn't accept a variance application until all the documents were provided.

Mayor Rudy Villarreal asked Chief Roland Espinoza, what would be the two weeks delay on inspections on something like that.

Fire Chief Roland Espinoza stated that he would have to check to see when they received it. He stated that usually it just takes two or three days, it doesn't take six or seven days.

Mayor Rudy Villarreal stated that the dates are documented there and she, as far as he knows, had been coming around for weeks before the deadline.

Margot Saenz, City Secretary, said yes.

Mayor Rudy Villarreal stated that Dalia Zuniga, Planner 1, was on vacation.

Margot Saenz said that was right. She stated that Ms. Lozano couldn't pay the application until she had the inspections. If she doesn't have the inspections she cannot pay the application, so she would come in to pay but she was still lacking the Fire Inspection so it was until after she got the fire inspection then she came in but she still needed the health department permit.

Mr. Sandoval stated that Health Department won't issue the approved permit until they get the Fire Inspection.

Mayor Rudy Villarreal said until she takes both inspections over there.

Mr. Sandoval said that was correct.

Mayor Rudy Villarreal stated that he had been going to city hall but she couldn't get to Dalia because Dalia was on vacation and then for some reason the fire department didn't do the inspection on time, if it would have been done when it was supposed to be done she would have filed ahead of time. He stated that she tried to get everything in on time.

Mr. Guerrero stated that there's a thirty-day permit. He asked at what time is it decided to have a variance extended, at any point in time before it expires.

Mr. Sandoval stated that staff informs the applicant that they need to make sure that they file in time to where their thirty-day permit is going to lapse. Then it goes before the Planning & Zoning Commission and City Commission to either approved or disapproved it because if not then there's a gap where they can't sell any food until either the Planning & Zoning Commission and City Commission approve it.

Mayor Rudy Villarreal stated that today is the last day of the thirty-day permit, so her permit is still active.

Mr. Guerrero stated that if the lapsing of the deadline was beyond her control, that the Commission is well within their authority to grant her the variance.

Mayor Rudy Villarreal stated that she tried but the inspections didn't get here in time.

Commissioner Victor Perez asked how many months would the variance be for.

Mr. Sandoval stated that it was up to the Commission to decide that.

Commissioner Roel Landa, Jr. stated that he agreed that the circumstances were beyond her control.

Commissioner Roel Landa, Jr. motioned to approve the request by Claudia Lozano for a variance for outdoor sales of food for a period of six months. Commissioner Victor Perez seconded the motion. Motion carried.

CITIZEN PARTICIPATION: Five minutes per person with no response from the City Commission. Residents must sign up prior to the city meeting.

Mr. Sandoval announced that the, "Up with People" event would be next Thursday, June 11th. He stated that there will be about thirty-five individuals, volunteers, and they would be doing the landscaping project for city hall and the library.

II. ADJOURNMENT

Mayor Rudy Villarreal adjourned the meeting.

Rudy Villarreal, Mayor

ATTEST:

Margot Saenz, City Secretary

The Board of Commissioners of the City of Alamo, Texas met for a Special Meeting on June 9, 2009 at 6:00 p.m. at the City of Alamo Municipal Building.

COMMISSION PRESENT:

Mayor Rudy Villarreal
Diana Martinez, Mayor Pro-tem
Commissioner Jesse Vela, Jr.

COMMISSION ABSENT:

Commission Victor Perez
Roel Landa, Commissioner

STAFF PRESENT:

Margot Saenz, City Secretary
Enrique Guzman, Finance Director

Julio Villarreal, Public Works Director

I. CALL TO ORDER

Mayor Rudy Villarreal called the Special Meeting of June 9, 2009 to order at 6:00 p.m. Mayor Rudy Villarreal led the Pledge of Allegiance and Charlie Wilmoth led the invocation.

C. Consideration and action to approve a budget amendment to the Alamo Economic Development Corporation Budget for Building and Maintenance line item #07-528-3028.

Mr. Enrique Guzman, Finance Director, stated that the Alamo Economic Development Corporation met and approved this budget amendment. He stated that they discussed the financing, steps that they are going to take to fund this amount of money. He stated that everything is in order but they cannot proceed in awarding the contract until the City Commission approves their budget amendment. He stated that their recommendation is that the Commission approve the budget amendment in the amount of \$154,000.00 so they can proceed with the building renovation.

Mayor Rudy Villarreal stated that the City Attorney called him and told him that he looked it over and he doesn't have any problem with it. He asked whether it was a line item transfer.

Mr. Guzman stated that it was an amendment.

Mayor Pro-tem Diana Martinez motioned to approve the budget amendment to the Alamo Economic Development Corporation Budget for Building and Maintenance line item #07-528-3028. Commissioner Jesse Vela, Jr. seconded the motion. Motion carried.

Commissioner Jesse Vela, Jr. asked when do they expect to get started. He asked what was the the plan.

Mr. Diaz de Leon stated that they're going to meet with the contractor. He stated that he had explained to the contractor that they couldn't do anything until the budget amendment was approved. He stated that once they sign the contract with them they will start negotiating some adjustments, hopefully negotiating down in terms of looking at the specific types of materials that they are using and maybe find some cheaper substitute, not knowing what they budget for us, in terms of \$6.00 a square foot for carpet, \$3.00 a square for tile. He stated that he didn't know but he wants to see that

but he couldn't negotiate with them until they award the contract and then they go from there. He stated that they have given them 90 days in which to do it. He stated that the contractor told me, he shouldn't take more than 60 days but then that's the perimeters that they're working with so they hope to get started, at least the paper work within the next ten days.

Commissioner Jesse Vela, Jr. stated that they're looking at enhancing the building obviously, but more than anything the economic stimulus and the movement, the activity, that it'll promote just simply by the fact that, that building will be fully utilized by people in our community and people wanting to do business in Alamo.

Mr. Diaz de Leon stated that the reason for picking that location was that it would initiate what they hope to be a remodelization of that area and then once they're there they can do a variety of other things. He stated that they're talking to a lot of business owners in the neighborhood and their children are not interested in doing much because they've left so they're trying to see how they can invigorate the area and make it viable again.

Commissioner Jesse Vela, Jr. stated that this was the first step, spear head an independent stand alone economic development corporation building and office and anywhere they consider this part of the city's fix assets and facilities and all of that.

II. ADJOURNMENT

Mayor Rudy Villarreal adjourned the meeting.

Rudy Villarreal, Mayor

ATTEST:

Margot Saenz, City Secretary

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF ALAMO, TEXAS, CALLING A SPECIAL ELECTION TO AMEND THE HOME-RULE CHARTER FOR TUESDAY, NOVEMBER 3, 2009, WITHIN AND THROUGHOUT THE CORPORATE LIMITS OF THE CITY OF ALAMO, TEXAS (THE "CITY"), AT WHICH ALL RESIDENT, QUALIFIED ELECTORS OF THE CITY SHALL BE ENTITLED TO VOTE "FOR" OR "AGAINST" THE PROPOSITION TO AMEND THE HOME-RULE CHARTER BY CHANGING THE ELECTION DATE FOR THE OFFICE OF MUNICIPAL COURT JUDGE FROM THE FIRST SATURDAY IN MAY TO THE NOVEMBER UNIFORM ELECTON DATE, AS PROVIDED BY LAW, AND BY EXTENDING THE TERM OF OFFICE FOR THE MUNICIPAL COURT JUDGE FROM TWO (2) YEARS TO FOUR (4) YEARS EFFECTIVE FOR THE TERM OF OFFICE COMMENCING IN NOVEMBER 2009.

WHEREAS, the Board of Commissioners, in compliance with the City's home-rule charter, the Texas Constitution, the Texas Election Code, and general laws of Texas may call a special election to amend it home-rule charter; and

WHEREAS, home-rule charter provides for the election of a municipal court judge for two-year terms of office; and

WHEREAS, the present term of office of the Municipal Court Judge will expire on the first Tuesday in November 2009; and

WHEREAS, the Board of Commissioners proposes to amend the home-rule charter by changing the election date of the office of Municipal Court Judge and to provide for a four (4) term for the office of the Municipal Court Judge effective for the term of office commencing in November 2009.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF ALAMO, TEXAS, THAT;

SECTION 1. A Special Election, to amend the home-rule charter, shall be held on **Tuesday, November 3, 2009** (Election Day) within and throughout the corporate limits of the City of Alamo, Texas (the "City"), at which all resident, qualified electors of the City shall be entitled to vote "For" or "Against" the following Proposition:

PROPOSITION NO. 1

SHALL ARTICLE IV, SECTION 6, SECOND PARAGRAPH, FIRST SENTENCE OF THE HOME RULE CHARTER BE AMENDED TO PROVIDE THAT AT THE REGULAR CITY ELECTION TO BE HELD ON THE FIRST TUESDAY IN NOVEMBER 2009, AND EACH FOUR (4) YEARS THEREAFTER THERE SHALL BE ELECTED A JUDGE OF THE MUNICIPAL COURT WHOSE TERM OF OFFICE SHALL BE FOR FOUR (4) YEARS?

SECTION 2. At the Early Voting and at the Special Election, the Proposition shall appear on the ballot after the listing of offices, and the Proposition shall be submitted to the voters in substantially the following form:

PROPOSITION NO. 1

"Place an 'X' in the square beside the statement indicating the way you wish to vote."

[] For

Shall Article IV, Section 6, second paragraph, first sentence of the Home Rule Charter be amended to provide that at the regular City election to be held on the first Tuesday in November 2009, and each four (4) years thereafter there shall be elected a Judge of the Municipal Court whose term of office shall be for four (4) years?

[] Against

SECTION 3. The election precincts for this election shall be the regular county election precincts that contain territory of the corporate limits of the City of Alamo, Texas, and the polling place for each election precinct shall be the regular county polling places designated by Hidalgo County, Texas for November 2009 uniform election date, as follows:

See Exhibit "A" attached hereto and made a part hereof for all purposes.

SECTION 4. The hours during which the designated polling places are to be open for voting on Election Day shall be from 7:00 o'clock a.m. to 7:00 o'clock p.m.

SECTION 5. Said election shall be conducted by the use of the iVotronic System, including ballots cast early by personal appearance and the precinct above listed are hereby designated as Voting Precincts for the purpose of said election all in accordance with the provision of the Election Code of the State of Texas.

SECTION 6. The Early Voting Clerk for this special election shall be the City Secretary, Ms. Margot Saenz. The Early Voting Clerk shall appoint the Deputy Early Voting Clerks by written order. The address of the Early Voting Clerk to which ballot application and ballots voted by mail may be sent is City of Alamo, 420 North Tower Road, Alamo, Texas, 78516.

SECTION 7. The main polling place for early voting by personal appearance will be at the City of Alamo City Hall, 420 North Tower Road, Alamo, Hidalgo County, Texas 78516. Early voting shall be conducted in accordance with the Texas Election Code on the following days, dates, and hours during the early voting period:

| <u>Day and Date</u> | | <u>Hours</u> |
|-----------------------------|---|------------------------|
| Monday, October 19, 2009 | - | 8:00 a.m. to 6:00 p.m. |
| Tuesday, October 20, 2009 | - | 8:00 a.m. to 6:00 p.m. |
| Wednesday, October 21, 2009 | - | 8:00 a.m. to 6:00 p.m. |
| Thursday, October 22, 2009 | - | 8:00 a.m. to 6:00 p.m. |
| Friday, October 23, 2009 | - | 8:00 a.m. to 6:00 p.m. |
| Saturday, October 24, 2009 | - | 8:00 a.m. to 6:00 p.m. |
| Monday, October 26, 2009 | - | 8:00 a.m. to 6:00 p.m. |
| Tuesday, October 27, 2009 | - | 8:00 a.m. to 6:00 p.m. |
| Wednesday, October 28, 2009 | - | 8:00 a.m. to 6:00 p.m. |
| Thursday, October 29, 2009 | - | 7:00 a.m. to 7:00 p.m. |
| Friday, October 30, 2009 | - | 7:00 a.m. to 7:00 p.m. |

SECTION 8. All presiding judges, clerks, and other election personnel appointed by the Board of Commissioners or the Early Voting Clerk to serve in the city's general election on November 3, 2009, shall serve as in the same capacity for this special election.

SECTION 9. Notice of this election shall be posted in the City Hall Building upon the official bulletin board. Notice of this election shall also be published at least one time in The Advance News Journal, Pharr, Texas not earlier than thirty (30) days nor later than ten (10) days before said election. The postings and publication provided for in this Section shall constitute notice of said election, in accordance with applicable law.

SECTION 10. All notices, official publications, ballots, sample ballots, voter instructions used in connection with this election shall be printed in both the English and Spanish language.

SECTION 11. This Ordinance shall not be published in the Code of Ordinance of the City of Alamo as it is not a mandatory thereof.

SECTION 12. The Mayor is authorized to execute, and the City Secretary is authorized to attest this Election Order on behalf of the Board of Commissioners. The Mayor is authorized to do all other things legal and necessary in connection with the holding and consummation of the Election.

SECTION 13. The City Secretary is hereby authorized and directed to publish the caption of this ordinance in accordance with the provisions of the Code of Ordinance of the City of Alamo.

SECTION 14. This Ordinance shall be effective immediately upon its passage and execution in accordance with the law.

CONSIDERED, PASSED AND APPROVED by the Board of Commissioners of the City of Alamo, Texas, at a regular duly called meeting held in the Alamo Municipal Building on the 1st day of September 2009.

Executed this the 1st day of September 2009.

CITY OF ALAMO, TEXAS

By: _____
Rudy Villarreal, Mayor

ATTEST:

Margot Saenz, City Secretary

APPROVED AS TO FORM:

Ramirez & Guerrero, L.L.P., City Attorney

BANK BALANCES FOR FROST BANK & TEXPOOL

August 28, 2009

| Name of Account | Frost Bank | TexPool | Total |
|-------------------------------------|---------------|-----------------|-----------------|
| General Fund | \$ 365,140.32 | \$ 2,176,619.98 | \$ 2,541,760.30 |
| Reserve Fire Equipment | \$ 99,433.99 | \$ 284,309.43 | \$ 383,743.42 |
| Interest and Sinking #4-Series 1998 | \$ 55,239.93 | \$ 77,535.91 | \$ 132,775.84 |

| | | | |
|---------------------------|---------------|------|---------------|
| Municipal Court Account | \$ 129,925.78 | \$ - | \$ 129,925.78 |
| Asset Forefeiture Account | \$ 15,164.98 | \$ - | \$ 15,164.98 |
| Lease Account | \$ 94,440.91 | \$ - | \$ 94,440.91 |

| | | | |
|-------------------------------------|---------------|-----------------|-----------------|
| Construction Series 2008 ST. CONST. | \$ 37,941.30 | \$ 2,097,423.96 | \$ 2,135,365.26 |
| Construction Acct. / IDC Transfer | \$ 171.42 | \$ 498,203.89 | \$ 498,375.31 |
| Capital Project - Sport Plex / Park | \$ 16,962.04 | \$ - | \$ 16,962.04 |
| Construction Series 2003 IDC | \$ 33,291.11 | \$ 328,406.03 | \$ 361,697.14 |
| Construction Series 2003-A CDBG | \$ 22,766.37 | \$ 6,666.20 | \$ 29,432.57 |
| Construction Series 2004 | \$ 107,692.16 | \$ 14,296.33 | \$ 121,988.49 |

| | | | |
|---|---------------|---------------|---------------|
| Waterworks & Sewer Fund | \$ 359,591.50 | \$ 204,282.12 | \$ 563,873.62 |
| Water Plant Reserve Series 2000 | \$ 16,282.34 | \$ 147,373.61 | \$ 163,655.95 |
| Waterworks & Sewer Fund "Security Deposit Acct." | \$ - | \$ 247,677.84 | \$ 247,677.84 |
| Waterworks & Sewer Fund Series 2000 Bond & Int Acct" | \$ - | \$ 91,667.26 | \$ 91,667.26 |
| Sewer Projects Series 2007 | \$ 28,712.48 | \$ 773,379.65 | \$ 802,092.13 |
| Construction Series 2007 Reserve | \$ 27,000.00 | \$ - | \$ 27,000.00 |

| | | | |
|------------------|---------------|------|---------------|
| Accounts Payable | \$ 151,211.13 | \$ - | \$ 151,211.13 |
| Payroll | \$ 8,010.28 | \$ - | \$ 8,010.28 |

| | | | |
|--------------------------|--------------|---------------|---------------|
| Motel Occupancy Tax Fund | \$ 65,687.45 | \$ 186,738.70 | \$ 252,426.15 |
|--------------------------|--------------|---------------|---------------|

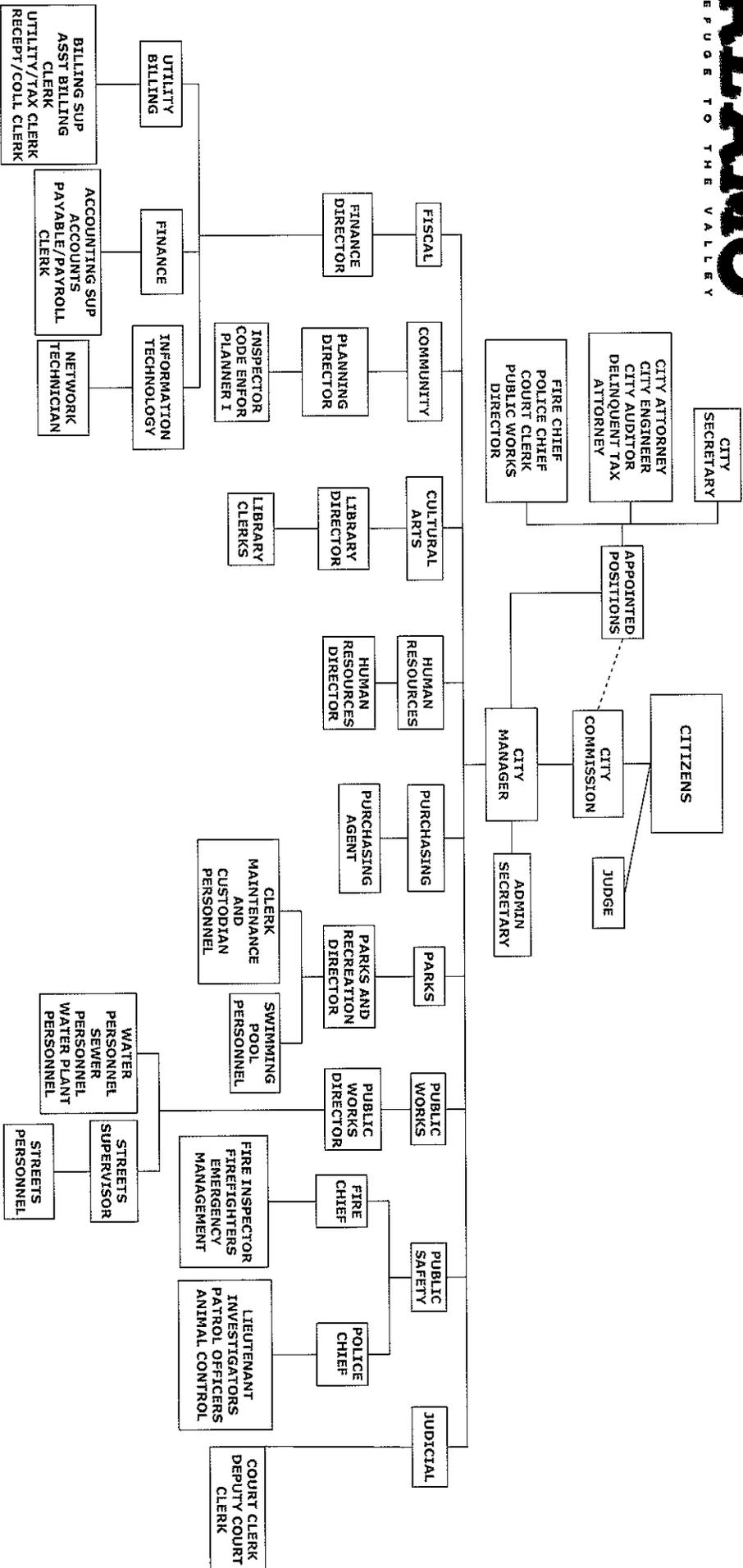
Grand Total-City of Alamo \$ **1,634,665.49** \$ **7,134,580.91** \$ **8,769,246.40**

| | | | |
|-------------------|---------------|-------------|---------------|
| Alamo E.D.C. | \$ 284,235.03 | \$ 4,301.06 | \$ 288,536.09 |
| Alamo E.D.C.-RBEG | \$ - | \$ - | \$ - |

Grand Totals \$ **1,918,900.52** \$ **7,138,881.97** \$ **9,057,782.49**



CITY OF ALAMO ORGANIZATIONAL CHART



City of Alamo, Texas

Job Title: Human Resource Director **Wage/Hour Status:** Exempt

Reports to: City Manager **Full Time Position**

Date: September, 2009

Primary Purpose:

To assure the efficient operation and compliance of Employee Benefits and Employee recruitment functions of the City of Alamo, Texas. To ensure the timely reporting to other governmental agencies, city administration and employees regarding all personnel salary, deductions, benefits, insurance claims and risk management data. Administration of personnel policies and procedures and other duties as may be assigned by the City Manager.

Qualifications:

Education and Experience\Certification

High School Diploma or higher

Texas Driver's License

Minimum of three year experience in Human Resource operations/administration

Experience in the preparation of reports required by state and federal agencies

Special Knowledge/Skills:

Knowledge of personnel programs, including wage and salary, employer benefits, recruitment, and employer contributions

Basic knowledge of computer systems

Knowledge of state and federal laws in the area of insurance and employee benefits

Ability to function as a team member

Good organizational skills

Strong communication, public relations, and interpersonal skills

Major Responsibilities and Duties:

1. Establish and maintain an employee benefits system in compliance with state and federal guidelines
2. Administer City policies for personnel procedures
3. Responsible for all state and federal reports as assigned
4. Coordinate the recruitment, application, selection and notification process and ensure that the City is represented in a positive and professional manner
5. Maintain record of employee absences and accrued vacation and sick leave
6. Plan and coordinate equal employment opportunity procedures
7. Direct the preparation and revision of job descriptions and announcements

8. Coordinate the City's insurance plans/programs
9. Be a resource for City employees for all employee benefits
10. Assist staff with Family and medical Leave Act and other leaves
11. Encourage and promote effective incentive and recognition programs
12. Coordinates promotion and awareness of City's employee benefit package including, but not limited to initial employee orientation
13. Maintains confidentiality of information
14. Coordinates prospective employees per-employment physicals and verifications of employment
15. Signs off on Certificates of Absence requests
16. Adds vehicles, equipment and real estate on insurance coverage and regularly updates coverages
17. Processes workers comp injury claims and submits subsequent reports to insurance carriers
18. Processes claims against the City
19. Processes year end reports such as W-2, W-3, 1096 and 1099's and monthly reports such as TMRS
20. Maintains personnel records as assigned
21. Other duties as assigned by the City Manager

Safety

22. Coordinates with other departments regarding safety and safety compliance and training issues
23. Provides training regarding established safety procedures and techniques to perform job duties, including lifting, climbing, etc.
24. Coordinates the correction of unsafe conditions in work areas

Equipment Used:

Personal computer, typewriter, printer, 10 key calculator, copier, and fax machine.

Working Conditions:

Mental Demands/Physical Demands/Environmental Factors:

Work with frequent interruptions,
Maintain emotional control under stress
Repetitive hand motions
Prolonged use of computer
Occasional prolonged and irregular hours
May share office space with others



HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

JOSE N. PEÑA
Director

MEMO

To: Luciano Ozuna, City Manager
City of Alamo
Attn. Luciano Ozuna

From: Eddy Gonzalez, R.O.W. Agent
Hidalgo County Right of Way Department

Date: August 12, 2009

Re: Statement for Legal Services- (Atlas & Hall)
City of Alamo, Tower Road Project
Parcel # 10 – **CONDEMNATION (Roel Pina)**

Luciano,

Attached please find an interim fee statement totaling \$1,085.96 for Legal Services submitted by Mr. Greg Kazen with Atlas & Hall for the above-mentioned project.

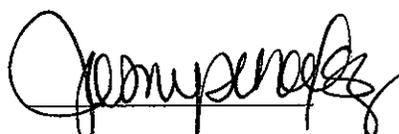
Please have your accounting department process this statement as soon as possible.

****PLEASE HAVE YOUR OFFICE HOLD THE CHECK****

City Council approved this project through (Interlocal Agreement) for acquisition on February 17, 2009.

Should you have any questions, please feel free to contact our office @ (956) 283-8134.

Approved _____
Luciano Ozuna, City Manager

Approved 
Jose N. Pena Director R.O.W.

Website: www.atlashall.com

ATLAS & HALL, L.L.P.

ATTORNEYS AT LAW

P.O. BOX 3725 (78502-3725)

818 W. PECAN BLVD.

MCALLEN, TEXAS 78501

TEL. (956) 682-5501 FAX (956) 686-6109

STARR COUNTY OFFICE

200 N. BRITTON AVE.

RIO GRANDE CITY, TEXAS 78582

TEL. (956) 488-1896

FAX (956) 488-6482

July 23, 2009

Via Regular Mail

Hidalgo County Right-Of-Way Department

Attn: Joe Peña, Director

509 E. Earling

San Juan, Texas 78589

Re: Hidalgo v. Piña - City of Alamo; Tower Road Project - Parcel No. 10

Dear Mr. Peña:

Please find enclosed herewith our interim statement for services rendered and expenses incurred in the above-referenced matter.

Should you have any questions or comments in this regard, please do not hesitate to contact me.

Very truly yours,

ATLAS & HALL, L.L.P.

By:



Gregory S. Kazen

GSK/ybo

Encl.



Website: www.atlashall.com

ATLAS & HALL, L.L.P.
ATTORNEYS AT LAW
P.O. BOX 3725 (78502-3725)
818 W. PECAN BLVD.
MCALLEN, TEXAS 78501
TEL. (956) 682-5501 FAX (956) 686-6109

STARR COUNTY OFFICE
200 N. BRITTON AVE.
RIO GRANDE CITY, TEXAS 78582
TEL. (956) 488-1896
FAX (956) 488-6482

HIDALGO CO. RIGHT-OF-WAY DEPT.
ATTN: MR. JOE PENA, DIRECTOR
509 E. EARLING RD.
SAN JUAN, TX 78589

July 16, 2009
Page 1

RE: Hidalgo v. Pina
HID001-0130
City of Alamo; Tower Road Prj.; Parcel No.10

INTERIM STATEMENT

FOR LEGAL SERVICES RENDERED

Hours

| | | |
|----------------|--|------|
| 06/12/2009 GSK | Review and research issues re: authority to condemn; | 0.90 |
| 06/18/2009 GSK | Review and research title, lien issues and delinquent tax status; | 1.00 |
| 06/29/2009 GSK | Draft first statement in action for condemnation; Review issues re: outstanding liens and government authority; | 2.50 |
| 06/30/2009 GSK | Revise first statement in action for condemnation; Correspondence to court re: same; Draft notice of lis pendens; Correspondence to clerk re: recording of same; Draft order appointing special commissioners; Correspondence to court clerk re: same; | 2.40 |

Total FOR LEGAL SERVICES RENDERED \$1,020.00

EXPENSES/ADVANCES

| | |
|----------------|---------|
| Filing Fees | \$40.00 |
| Photocopying | \$14.96 |
| Travel Expense | \$11.00 |

Total EXPENSES/ADVANCES \$65.96

Total This Bill \$1,085.96



Pd on this invoice (with an arrow pointing to the total amount \$1,085.96)

Website: www.atlashall.com

ATLAS & HALL, L.L.P.
ATTORNEYS AT LAW
P.O. BOX 3725 (78502-3725)
818 W. PECAN BLVD.
MCALLEN, TEXAS 78501
TEL. (956) 682-5501 FAX (956) 686-6109

STARR COUNTY OFFICE
200 N. BRITTON AVE.
RIO GRANDE CITY, TEXAS 78582
TEL. (956) 488-1896
FAX (956) 488-6482

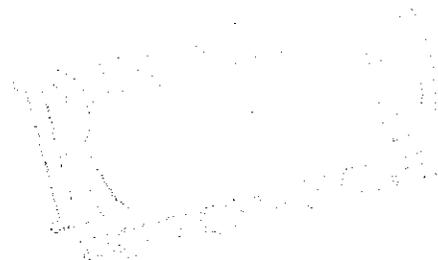
HIDALGO CO. RIGHT-OF-WAY DEPT.
ATTN: MR. JOE PENA, DIRECTOR
509 E. EARLING RD.
SAN JUAN, TX 78589

July 16, 2009
Page 2

RE: Hidalgo v. Pina
HID001-0130
City of Alamo; Tower Road Prj.; Parcel No.10

INTERIM STATEMENT

| --- Summary --- | Hours | Rate | Amount |
|------------------|-------|--------|----------|
| Gregory S. Kazen | 6.80 | 150.00 | 1,020.00 |



Website: www.atlashall.com

ATLAS & HALL, L.L.P.
ATTORNEYS AT LAW
P.O. BOX 3725 (78502-3725)
818 W. PECAN BLVD.
MCALLEN, TEXAS 78501
TEL. (956) 682-5501 FAX (956) 686-6109

STARR COUNTY OFFICE
200 N. BRITTON AVE.
RIO GRANDE CITY, TEXAS 78582
TEL. (956) 488-1896
FAX (956) 488-6482

HIDALGO CO. RIGHT-OF-WAY DEPT.
ATTN: MR. JOE PENA, DIRECTOR
509 E. EARLING RD.
SAN JUAN, TX 78589

July 16, 2009
Page 3

RE: Hidalgo v. Pina
HID001-0130
City of Alamo; Tower Road Prj.; Parcel No.10

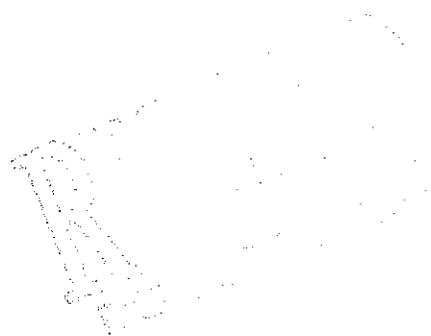
INTERIM STATEMENT

| | | |
|---|------------------|-------------------|
| Previous Balance | \$510.00 | |
| Less Payments Received | <u>-\$510.00</u> | |
| Balance Forward | | \$0.00 |
| Total FOR LEGAL SERVICES RENDERED | \$1,020.00 | |
| Total EXPENSES ADVANCES | \$65.96 | |
| Total This Bill | | <u>\$1,085.96</u> |
| Total Amount Due | | <u>\$1,085.96</u> |

*Pd #
CK #
01/86/16
City of Alamo*

\$1,085.96
\$1,085.96

*Pd sh. 5
Invoice*



Website: www.atlashall.com

ATLAS & HALL, L.L.P.
ATTORNEYS AT LAW
P.O. BOX 3725 (78502-3725)
818 W. PECAN BLVD.
MCALLEN, TEXAS 78501
TEL. (956) 682-5501 FAX (956) 686-6109

STARR COUNTY OFFICE
200 N. BRITTON AVE.
RIO GRANDE CITY, TEXAS 78582
TEL. (956) 488-1896
FAX (956) 488-6482

HIDALGO CO. RIGHT-OF-WAY DEPT.
ATTN: MR. JOE PENA, DIRECTOR
509 E. EARLING RD.
SAN JUAN, TX 78589

July 16, 2009
Page 4

RE: Hidalgo v. Pina
HID001-0130
City of Alamo; Tower Road Prj.; Parcel No.10

| | | |
|---|------------------|-------------------|
| Previous Balance | \$510.00 | |
| Less Payments Received | <u>-\$510.00</u> | |
| Balance Forward | | \$0.00 |
| Total FOR LEGAL SERVICES RENDERED | \$1,020.00 | |
| Total EXPENSES/ADVANCES | \$65.96 | |
| Total This Bill | | \$1,085.96 |
| Total Amount Due | | <u>\$1,085.96</u> |

REMITTANCE COPY

Pay this Invoice



ATLAS & HALL, LLP

Hidalgo County Clerk

H0012

06/29/09

CHECK NO: 87317

| VENDOR: | | | | | |
|---------|-------------|------------|-------|-------|------|
| 5678 | HID001-0130 | 06/29/2009 | 40.00 | 40.00 | 0.00 |

Hidalgo v. Pina

Check Amount \$40.00

87317

ATLAS & HALL, LLP

PH. 956-682-5501
P.O. DRAWER 3725
MCALLEN, TX 78502-3725

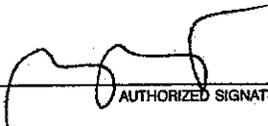
COMPASS BANK
35-1054-1130

CHECK NO. 87317
CHECK DATE 06/29/2009
VENDOR NO. H0012

PAY Forty and NO/100*****

CHECK AMOUNT
\$40.00

TO THE ORDER OF Hidalgo County Clerk



AUTHORIZED SIGNATURE

⑈087317⑈ ⑆113010547⑆ 51102412⑈

RECEIVED
JUN 30 2009
RIGHT OF WAY DEPT.

Security features. Details on back.

ATLAS & HALL

Account Detail Report

Date Range
 From 6/1/2009 0:00
 To 6/30/2009 23:59

Hid001-0130 Hidalgo Co. Right-of-way Dept. / Hidalgo V. Pina

| User Name | Date | Time | Unit ID | Description | Copy Transaction(s) | Size | Pages | Net Charges | Status |
|------------------------|-----------|-------|---------|-------------|---------------------|------|-------|-------------|--------|
| | | | | | | | | | |
| Yolazaran | 6/30/2009 | 14:46 | MCCOP03 | | Letter | 12 | 2.04 | Billed | |
| Yolazaran | 6/30/2009 | 15:10 | MCCOP03 | | Letter | 20 | 3.40 | Billed | |
| Yolazaran | 6/30/2009 | 15:13 | MCCOP03 | | Letter | 56 | 9.52 | Billed | |
| Trans totals for Copy: | | | | | | | 88 | 14.96 | |

Totals For Hid001-0130: 14.96

Grand Total: 14.96



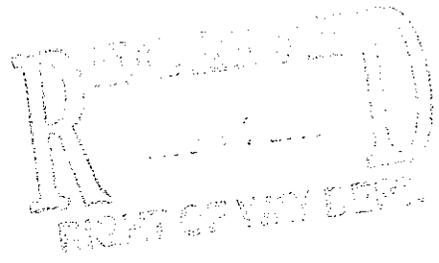
MILEAGE (TRA)

CLIENT/MATTER NAME Hidalgo v. Pirra DATE 01/30/09

CLIENT/MATTER # HID001-0130

| | |
|----------------------|---------------------------|
| <u>File Petition</u> | \$ <u>11⁰⁰</u> |
| _____ | \$ _____ |
| <u>[Signature]</u> | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |

ATTORNEY Gregory S. Koen SECRETARY [Signature]



**POLICING AGREEMENT BETWEEN
PHARR-SAN JUAN-ALAMO INDEPENDENT SCHOOL DISTRICT
and CITY OF ALAMO**

WHEREAS, the Pharr-San Juan-Alamo Independent School District desires to maintain safe and comfortable working and learning environment for its staff and students;

WHEREAS, the Pharr- San Juan- Alamo Independent School District and the City of Alamo have worked in the past in providing a suitable environment in PSJA school and other venues;

WHEREAS, the Pharr- San Juan- Alamo Independent School District and the City of Alamo have common interest in providing for a positive way of life without interference from third parties;

WHEREAS, the Pharr- San Juan- Alamo Independent School District and the City of Alamo, desire that the City of Alamo provide policing in PSJA schools and other venues;

This Agreement is entered into by the City of Alamo, Texas (City), and the Pharr-San Juan-Alamo (District) Independent School District.

Pursuant to Section 21.483 of the Texas Education Code, which authorized the School District to employ or commission certified police officers, it is hereby agreed that the City will station, one (1) full time certified police officer on the PSJA Memorial High School Campus, one (1) full time certified police officer at the Alamo Middle School Campus.

The salary for said officers is to be reimbursed to Alamo by the District as set forth herein below.

A. RESPONSABILITIES OF THE CITY OF ALAMO AND OFFICERS

1. The City shall ensure that the officers conduct in a professional and courteous manner at all times;
2. The City shall ensure that the officers assigned to District campuses set out herein shall abide by the laws of the State of Texas and the ordinances of the City of Alamo, Texas;
3. The officers will not be required to perform any ministerial, administrative, or other duties for District or other school officials.

4. In consultation with the principal or designee, the officers shall act and conduct activities pursuant to the four major responsibilities of SRO's:

Deterrence: Through an active presence and positive relationship between school staff, students, parents, and community members, the SRO deters school disruption and violence and promotes improved community and police relations.

Instruction: The SRO will teach law enforcement related topics at the request of the school administration. The SRO may teach the following on a regular basis. This list is not intended to be an all inclusive list of subjects covered by the SRO.

- a. Justification for rules of the law
- b. Consequence of crime
- c. Juvenile and adult criminal justice systems
- d. Career opportunities in law enforcement
- e. Substance abuse prevention
- f. Violence and crime prevention

Advice/Mentoring: The SRO serves as an advisor about legal matters and as a resource on community service agencies to students, staff, parents, and community members and as a mentor to students.

Law Enforcement: The SRO shall enforce all federal and state laws in coordination with school administrators while protecting the safety of people and property.

5. The City will ensure that a uniformed officer will be on each campus (1 for PSJA Memorial H.S. and 1 for Alamo M. S.), continuously throughout a normal instructional (school) day for the period of this agreement;
6. The Police Department agrees and understands the Officer will perform all SRO duties and responsibilities in coordination and consultation with the principal or designee.
7. The officer shall report to the Police Department Shift Supervisor and receive all orders from him/her. Any such orders in contradiction to the District Safety Director or appropriate campus principal shall be conservatively followed in a manner that can easily be reconciled later as provided herein in "Resolution of Disputes."
8. Any normal instructional(school) day where an officer does not report to the campus will not qualify for reimbursement unless a replacement officer reports to the campus and a timesheet signed by the principal, chief of police, and officer is submitted; and
9. The officer will perform any other police duties which the City and District mutually deem necessary to effectuate a safe school environment.

10. The Police Department agrees to accept the goals, objectives, role, and responsibilities of officers as described and specified in the **School Resource Officer Program Guide** as reviewed and approved by the Police Department.
11. The Police Department agrees to select the participating officers in accordance to the SRO qualifications specified by the School District.

B. RESPONSABILITIES OF THE P-SJ-A SCHOOL DISTRICT:

1. The District will reimburse the City for the officer's salary at rate of not less than \$44,368.20 for each officer per year until the end of the school year on May 28, 2010. This amount shall be earned on a per day basis, at the rate of \$246.49 per day, not to exceed 180 instructional (school) days (for a total of \$88,736.40). The normal work day will consist of eight (8.25) hours that will be determined by both police administrators and respective campus principals as per the needs of individual campuses set out herein;
2. Reimbursement will be paid on a monthly basis to the City, provided that, a timesheet signed by the principal, chief of police and officer is submitted;
3. The District will provide each City officer with office space where each is to be stationed;
4. The District will ensure that its employees at the campuses referred to above will not interfere with the duties of said City officers;
5. The District agrees and understands that the officers will at all times be under the direction and control of the Police Department.
6. Any normal instructional (school) day where an officer does not report to the campus will not qualify for reimbursement unless a replacement officer reports to the campus and a timesheet signed by the principal, chief of police, and officer is submitted.
7. The District agrees to set the scope and duty of the Officers within the parameters of the School Resource Officer Program as described and specified in the District's School Resource Officer Program Guide that is reviewed, revised, and approved by the School District and Police Department.
8. In consultation with the Police Department, the District agrees to assign selected Officers to schools according to the Officer's strengths and school needs.

C. ADDITIONAL DUTIES

Any additional duties required of the Officers shall be approved by the Superintendent or designee and the Police Chief of the City. Rate of Compensation for said additional services shall be determined by both parties and in accordance

with both state and federal laws. Additional duties shall be those duties requested of the Officers after the normal business day.

D. RESOLUTION OF DISPUTES

Should any disputes arise regarding the duties or responsibilities of the City or the District or any other matters associated with this agreement, the Police Chief of the City of Alamo or his designee and the Superintendent of Schools for the District or his designee, will address the issues as soon as possible. Such resolutions should be approved by the City Manager and Superintendent of Schools. If the resolution involves city ordinance, city council policy or directives, school board policy or school board directives, the resolution shall be submitted to the District's Board of Trustees and the City Council for approval.

E. PERIODIC CONFERENCES

Because this program is new to both parties, the City and the District agree to have periodic Conferences to allow input from both parties regarding the program. All conferences will be attended by the Superintendent or his designee, Pharr-San Juan-Alamo Memorial High principal or designee, Alamo Middle School principal or designee, and representation from the City's Mayor, Mayor-Pro-Tem, Alternate Mayor Pro Tem, City Manager, Chief of Police, or other authorized representative.

F. TERMINATION OF CONTRACT

This contract will commence on August 24, 2009 and terminate on May 28, 2010 or the last class day for the term, whichever is earlier. Also any party to this agreement can terminate this agreement for any reason or for no reason upon 15 days written notice to the other party. This agreement can also be terminated upon mutual consent of both parties.

G. RENEWAL OF CONTRACT

Upon the expiration of this contract, the contract may be renewed only with the consent of the City's Board of Commissioners and the District's Board of Trustees.

H. MODIFICATION OF CONTRACT

This document constitutes the entire agreement between the City of Alamo, Texas and Pharr-San Juan-Alamo Independent School District and may be modified only by agreement of both parties. All modifications will be in the form of an amended written agreement.

I. DEFAULT

If either party should default (the "Defaulting Party") with respect to any of its obligations here under and should fail within fifteen (15) days after delivery of written notice of such default from the other party (the "Complaining Party") to cure such default, the Complaining Party, by action or proceeding at law or in equity, may be awarded its damages and/or specific performance for such default. A subsequent determination by a court of law of this State that any substantive portion of this Agreement is illegal or enforceable shall not affect the remaining portions of this agreement. This section of the contract is limited to what is permitted by law.

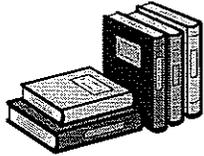
SIGNED on this the 24th day of August, 2009.


Pedro "Pete" Garcia
President, PSJA Board of Trustees

Rudy Villarreal
Mayor, City of Alamo, Texas

Victoria Gonzalez, *Library Director*
Idolina Vela, *President*
Dora Diana Rodriguez, *Vice President*
Rosalie Coffey, *Secretary*
Nicole McKelvy, *Board Member*
Mary Carden, *Board Member*
Raquenell "Rockie" Solis, *Board Member*
Gilbert Flores, *Board Member*

416 North Tower Road
Alamo, TX 78516
www.Alamolib.TX.US
956-787-6160
956-787-5154 (Fax)



Alamo Public Library

August 18, 2009

Mayor Rudy Villarreal
Mayor Pro Tem Diana Martinez
Commissioner Jesus Vela, Jr.
Commissioner Victor Perez
Commissioner Roel Landa
Luciano Ozuna, Jr., City Manager

Dear Mayor, Commissioners & Mr. Ozuna:

As a way to try and recoup our Library books, the Library would like you to consider an "Amnesty Month" during the Month of September, 2009. Anyone who returns overdue books during the Month of September, 2009, would not be charged late fines. (Previous overdue fines will not be credited.)

Thank you for your consideration.

Sincerely,

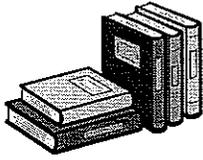
Victoria Gonzalez

Victoria Gonzalez
Library Director



Victoria Gonzalez, *Library Director*
Idolina Vela, *President*
Dora Diana Rodriguez, *Vice President*
Rosalie Coffey, *Secretary*
Nicole McKelvy, *Board Member*
Mary Carden, *Board Member*
Raquenell "Rockie" Solis, *Board Member*
Gilbert Flores, *Board Member*

416 North Tower Road
Alamo, TX 78516
www.Alamolib.TX.US
956-787-6160
956-787-5154 (Fax)



Alamo Public Library

MEMORANDUM

TO: Luciano Ozuna, Jr., City Manager
FROM: Victoria Gonzalez, Library Director *vg*
SUBJECT: Amnesty Month Request
DATE: August 18, 2009

Sir:

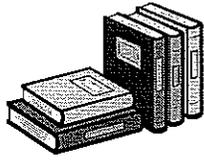
Please place the enclosed item on the agenda for consideration by the Mayor and Commissioners.

Thank you.



Victoria Gonzalez, *Library Director*
Idolina Vela, *President*
Dora Diana Rodriguez, *Vice President*
Rosalie Coffey, *Secretary*
Nicole McKelvy, *Board Member*
Mary Carden, *Board Member*
Raquenell "Rockie" Solis, *Board Member*
Gilbert Flores, *Board Member*

416 North Tower Road
Alamo, TX 78516
www.Alamolib.TX.US
956-787-6160
956-787-5154 (Fax)



Alamo Public Library

MEMORANDUM

TO: Luciano Ozuna, Jr., City Manager
FROM: Victoria Gonzalez, Library Director *vg*
SUBJECT: New Board Member
DATE: August 18, 2009

Sir:

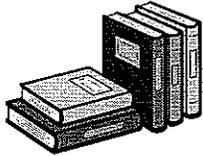
Please place the enclosed item on the agenda for consideration by the Mayor and Commissioners.

Thank you.



Victoria Gonzalez, *Library Director*
Idolina Vela, *President*
Dora Diana Rodriguez, *Vice President*
Rosalie Coffey, *Secretary*
Nicole McKelvy, *Board Member*
Mary Carden, *Board Member*
Raquenell "Rockie" Solis, *Board Member*
Gilbert Flores, *Board Member*

416 North Tower Road
Alamo, TX 78516
www.Alamolib.TX.US
956-787-6160
956-787-5154 (Fax)



Alamo Public Library

August 18, 2009

Mayor Rudy Villarreal
Mayor Pro Tem Diana Martinez
Commissioner Jesus Vela, Jr.
Commissioner Victor Perez
Commissioner Roel Landa
Luciano Ozuna, Jr., City Manager

Dear Mayor, Commissioners & Mr. Ozuna:

After many years of service as a Library Board Member, Ms. Rosalie Coffey has resigned.

The Library Board has recommended Mrs. Frances Davila for your consideration as a Library Board Member. Mrs. Davila is a Library Card holder and has volunteered in the Library for many years. The Library Board feels this individual will be a great contribution to our present Board and would appreciate your approval of their recommendation.

Thank you for your consideration.

Sincerely,

A handwritten signature in cursive script that reads "Victoria Gonzalez". The signature is written in black ink and is positioned above the typed name.

Victoria Gonzalez
Library Director



COUNTY OF HIDALGO URBAN COUNTY PROGRAM

MEMORANDUM

TO: City Managers- All Cities

FROM: Antonio Barco, CDBG Manager
Urban County Program

DATE: August 27, 2009

RE: 2009 Interlocal Agreement

Enclosed please find one original set of the 2009 Interlocal Agreement. You must approve the agreement before your city council and once approved have the city secretary and Mayor sign the agreement. Exhibit 1-A are Codes of Conducts that must be signed in original blue ink by all city council members, city secretary and city manager. Note that there are only 5 copies included, you may make additional copies as needed. Please return to the Urban County program by September 15, 2009 for final signatures. Once all signatures are in place a copy will be forwarded to each city for your administration files.

Should you have any questions please contact your coordinator or myself at 787-8127 ext. 119.

2009 INTERLOCAL AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

This Interlocal Agreement, made and entered into by and between the County of Hidalgo, a political subdivision of the State of Texas, hereafter referred to as the "County" and the City of Alamo, a municipal corporation under the laws of the State of Texas, hereafter referred to as "City".

WITNESSETH

WHEREAS, the Department of Housing and Urban Development made a Determination of Essential Powers on November 16, 1987 which depicts Hidalgo County as having the "essential powers" to carry out community renewal and lower income housing assistance in the County, and

WHEREAS, the Department of Housing and Urban Development formally allocated \$8,439,993.00 of Fiscal Year 2009 Community Development Block Grant (CDBG) Funds under Grant No. B-09-UC-48-0501 to County, and

WHEREAS, the City and County have entered into a Cooperation Agreement which allows the County to use the City's population as the basis for qualification as an Urban County, and

WHEREAS, both the County and the City need to set out basic administrative understandings for the proper expenditure of CDBG funds as set out in 24 CFR. 570 and other related federal rules and regulations as they apply to Subrecipients.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the County and the City do mutually agree as follows:

SECTION I
Rules and Regulations

The City agrees to cooperate with the County in respect to the implementation of CDBG activities to be carried out in the City's jurisdiction as per 24 CFR 570 and other rules, regulations and decisions as may be made by the Department of Housing and Urban Development or any other federal or state agency that may legally exercise its jurisdiction over expenditures of CDBG funds. Both City and County agree and understand that the County is the grantee for the CDBG funds and the City is subject to all rules and regulations governing Subrecipients under 24 CFR 570.

SECTION II
Applicability of Uniform
Administrative Requirements

The County understands that it is responsible for the maintenance, retention, accessibility and public disclosure of all records, expenditures and files as may be promulgated for the administration of CDBG funds and as may be required by 24 CFR 570 and the "Uniform Administrative Requirements for Grants and Cooperative Agreements to State, Local, and Federally Recognized Indian Tribal Governments." (24 CFR Part 85) or any variation as may be approved by HUD. The City agrees to work with the County to make available all data, information and records as may be necessary for the proper accounting of all CDBG expenditures and activities. A description of City and County responsibilities can be found in Exhibit B MATRIX. City agrees to make all records available to the County and shall not be the custodian of any official records or information.

City agrees to comply with OMB Circular No. A-87, "Principles for Determining Costs Applicable to Grants and Contracts with State, Local and Federally Recognized Indian Tribal Governments,;" OMB Circular A-133, "Audits of State and Local Governments" (implemented at 24 CFR Part 44) and with the following sections of 24 CFR Part 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Government":

- (1) Section 85.3, "Definitions";
- (2) Section 85.6, "Exceptions";
- (3) Section 85.12, Special grant or subgrant conditions for "high-risk "grantees";
- (4) Section 85.20, "Standards for financial management systems," except paragraph (a);
- (5) Section 85.21, "Payment," except as modified by SS570.513;
- (6) Section 85.22, "Allowable costs";
- (7) Section 85.26, "Non-federal audits"
- (8) Section 85.32, "Equipment," except in all cases in which the equipment is sold, the proceeds shall be program income;
- (9) Section 85.33, "Supplies";
- (10) Section 85.34, "Copyrights";
- (11) Section 85.35, "Subawards to debarred and suspended parties";
- (12) Section 85.36, "Procurement," except paragraph (a);
- (13) Section 85.37, "Subgrants";
- (14) Section 85.40, "Monitoring and reporting program performance," except paragraphs (b) - (d) and (f);
- (15) Section 85.41, "Financial Reporting." except paragraphs (a), (b), and (e);
- (16) Section 85.42, "Retention and access requirements for records";
- (17) Section 85.43, "Enforcement";
- (18) Section 85.44, "Termination for convenience";
- (19) Section 85.51, "Later disallowances and adjustments"; and
- (20) Section 85.52, "Collection of amounts due."

Notwithstanding the requirements of OMB Circular A-133; the City agrees to submit a yearly Certified City Financial Audit regardless of the dollar amount expended in that fiscal year in the time and manner prescribed by the County.

SECTION III Other Program Requirements

The City agrees to comply with "Other Program Requirements" as listed in Exhibit D (24 CFR 570.600-611) except for the environmental responsibilities outlined at 24 CFR 570.604 and the review process under Executive Order 12372.

SECTION IV Allocation

The City understands that the Urban County allocation has been set at \$8,439,993.00 for **Fiscal Year 2009** and that City's allotment has been set at \$334,011.00. The City agrees to cooperate with the county in the expenditure of these funds for the activities so described in Exhibit A of this Agreement and that Exhibit A is an integral part of this Agreement.

The City further agrees to inform the County on any changes in scope, funding or location of the activities listed on Exhibit A prior to executing any change. Any changes proposed by City must be approved by the County in reference to eligibility, program compliance and citizen participation requirements.

City and County mutually agree that the City shall have four (4) fiscal years to properly expend or cause to be expended, according to all applicable rules and regulations, all funds allocated to it in **Fiscal Year 2009**. In consideration for the same, the City agrees not to have more than 1.5 times its annual allocation in its line of credit by **April 30, 2010**. Funds in excess of the 1.5 standards shall be subject to the Recapture Policy of the Urban County Program. The County shall recapture any and all unobligated funds that a City fails to expend or obligate by **June 30, 2010** and shall expend such unobligated funds as it may deem appropriate.

SECTION V Access

The City and County both agree to give the Department of Housing and Urban Development, the Inspector General, the Comptroller General of the United States, or any of its authorized representatives, access to and the right to examine, excerpt and transcribe all books, accounts, records, reports, files and other papers, things, or property belonging to or in use by the City or County for a period as such records are legally required to be maintained by the City or County.

SECTION VI

Monitoring

The County reserves the right to carry out regular and periodic field inspections to ensure compliance with the requirements of this Agreement. City shall attend a compliance seminar after the award of funds and prior to the first draw. After each monitoring visit, County shall provide City with a written report of the monitor's inspection. If the monitoring report finds deficiencies in City's performance under the terms of this Agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by City. Failure by City to take action as specified in the monitoring report may be cause for suspension or termination of this Agreement, as provided in Section XIV of this Agreement.

SECTION VII

Conflict of Interest

In compliance with 24 CFR 611, the City and County both covenant that no member of their respective governing bodies nor any staff member who exercises influence on the decision making process, presently has or will have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities so listed on Exhibit A or will receive federal assistance from any activity.

The City and County both agree that no person who is an elected official, employee, consultant, or agent of the City or County shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities so listed in Exhibit A during their tenure or for a period of one year thereafter.

No City or County employee, elected official, consultant and/or agent shall solicit nor accept gratuities, favors, or anything of monetary value from any person, corporation, company, or association that has been hired or expects to be hired to perform any of the activities so described on Exhibit A.

Code of Conduct Certification attached to this agreement must be signed by elected officials, employees, consultants, or agents to the City. (See attachment 1A)

SECTION VIII

Religious Activities

The City and County both agree that none of the funds expended or activities undertaken shall be used in support of any sectarian or religious activity, nor shall any building or structure funded under this program be used for sectarian or religious activities.

SECTION IX
Real and Property Assets

The City and County agree that any property, real or personal, duly acquired with CDBG funds allocated to City shall become property of the City and shall be afforded the same maintenance and protection as other City property. City and County further agree that any real or personal property acquired shall be done in accordance with 24 CFR 570.606, 24 CFR 85 and/or any other federal rules or regulations as may apply.

City agrees not to purchase any real or personal assets unless so permitted by the County and such procurement shall be done in accordance with 24 CFR 570.606, 24 CFR 85 and/or any other federal rules or regulations as may apply.

The City agrees to maintain any real or personal asset in a prudent manner so as to ensure its useful life and to protect the federal government's interest in such real or personal asset from the perils of fire, storm, flood or theft through insurance coverage in the amount as may be deemed prudent by County. Failure to secure such protection shall be cause for termination of this agreement.

Any asset acquired or improved in part or in whole with CDBG funds must be used in an activity that is eligible and meets one of the national objectives listed in 24 CFR 570.208. Any asset acquired or improved in part or in whole with CDBG funds in excess of \$ 25,000 must be used for the CDBG activity so planned including the beneficiaries of such use. Any change in use or beneficiaries must be subject to the citizen participation requirements and approved by the County.

Should any use of an asset not qualify as meeting one of the national objectives or is not an eligible use under 24 CFR 570.200, the City shall reimburse the County the amount of the current fair market value of the asset less any portion thereof attributable to expenditures of non-CDBG funds in the acquisition or improvement of the asset.

The above requirements attributed to assets over \$ 25,000 shall remain in force for a period of five years after the final closeout of the County's participation in the Urban County Program. The disposition of any asset improved or acquired in part or in whole with CDBG funds by the City must be done with prior approval of the County and the County shall be reimbursed for the asset, if sold, in the full amount of the disposed value of the asset. The County may, at its option, request that such asset be transferred to the County if the asset is no longer being used to meet one of the national objectives or in any case where the City no longer uses the asset for its intended use.

SECTION X
Jurisdiction

The City and County agree to accept the jurisdiction of the Department of Housing and Urban Development in matters relating to the proper administration of programs and the proper expenditure of CDBG funds.

The City and County agree that the County is responsible for the proper administration of programs and the proper expenditure of CDBG funds and recognize that the County will be responsible for audit or programmatic findings or exceptions made by the HUD or any other agency that may exercise jurisdiction over HUD or any other agency that may exercise jurisdiction over HUD funds or programs.

In cases of an audit finding or exception based on action or inaction, representation or misrepresentation of the City, the City agrees to resolve such audit finding or exception for and on behalf of the County. Remedial actions that may be taken for the resolution of an audit finding or exception are defined in 24 CFR 570.910 and include the withholding of funds to the City for any outstanding finding(s) or exception(s). Exhibit-E

The City understands and agrees this Interlocal Agreement shall remain in full force and effect until the Department of Housing and Urban Development has closed this Program Year (**B-09-UC-48-0501**) and accepted any resolutions to any and all audit or programmatic finding(s) or concern(s).

SECTION XI Payment Requests and Program Income

The City agrees to follow administrative directions from the County in the areas of documenting and processing payment requests. The City further agrees to allow the County to make all payments and to account for all program income from any of its CDBG activities that may generate program income as outlined in this Section.

The City and County agree that program income generated from any approved CDBG project shall be retained by the City as long as such City provides the County by the 15th of each month, an accounting as may be required by the County of program income earned, retained, and expended by the City. The City shall be allowed to use the program income for the same or similar activities as generated the program income. Failure of the City to report program income as required shall cause the County to require all program income to be recovered by the County.

SECTION XII Section 108 Loan Guarantee

County and City both agree that they may implement certain eligible activities as outlined in 24 CFR 570.703 with loan funds from the Section 108 Loan Guarantee Program as described in 24 CFR 570.700-709 approved and adopted November 6, 1991 (Vol. 56, No. 215 Federal Register).

The County and City will be allowed to submit an application for such funds per funding year in an amount less than three times its current allocation. Should the City or County submit more than one application during any combination of years, the cumulative amount of loan funds requested shall not exceed the total amount of five years of the current allocation. The City agrees that it will bear the full expense of obtaining Section 108 financing for the period of the repayment of Section 108 funds.

The County and City agree that they will maintain a legal binding relationship with each other under the terms of this Agreement and all previously signed Cooperation Agreement if the City wishes to participate in the Section 108 Loan Guarantee Program for the full term of the Section 108 Loan Agreement. The City agrees to pledge its current and future CDBG allocation and other security consideration as may be required, depending on the project risk, as security for the Section 108 Loan and such security pledge shall not bind or affect other cities' allocation in the Urban County Program.

Such legal binding relationship and security pledge shall remain in full force and effect for the full term of the Section 108 Loan Guarantee agreement and this agreement shall survive for the term of the Section 108 Loan. Details of any current Section 108 loan is included herein as Exhibit "C" if applicable.

SECTION XIII

Legal Action

The City agrees to notify the County when a problem arises that may lead to any legal action or claim against the City and/or County. The City agrees to furnish to the County any information with respect to such action or claim. The City agrees not to take any action with respect to any legal matter or claim sought against the City and/or County without advice and consent of the County.

SECTION XIV

Suspension and Termination

City understands that this agreement may be suspended or terminated in accordance with 24 CFR 85.43 if the City materially fails to comply with the provisions of this agreement or the provisions so listed on Exhibits A through E. Termination for convenience may be implemented in accordance to the provisions listed in 24 CFR 85.44.

SECTION XV

Changes or Amendments

The City agrees to notify the County on any changes or amendments that it may desire or need to carry out the CDBG program in its area. All changes or amendments must first obtain approval from the County prior to implementation. All changes or amendments must conform to all federal rules and regulations applicable to the CDBG program.

SECTION XVI
Essential Powers

The City agrees that the County has the essential powers to implement any aspect of those activities identified in the 2005 – 2009 Five-Year Consolidated Plan & Strategy inclusive of specific projects identified in the annual One-Year Action Plan and subsequent amendments. The City further agrees to allow the County the authority to initiate, undertake and implement said projects within its jurisdictional boundaries without further notice to City by County for all projects identified in the 2005 – 2009 Five-Year Consolidated Plan & Strategy, Annual Action Plan and subsequent amendments to the Plans herein incorporated by reference.

Approved and signed this ____ Day of _____, 2009.

ATTEST:

Arturo Guajardo
County Clerk

Juan D. Salinas III
Hidalgo County Judge

ATTEST:

CITY SECRETARY

MAYOR

DATE

Approved as to form:

Steve Crain, Legal Counsel

The following Exhibits are incorporated to the Agreement:

- **Exhibit A 2009 Proposed Activities**
- **Exhibit A1 Code of Conduct Enforcement**
- **Exhibit B Urban County Program Matrix**
- **Exhibit C Section 108 Loan Guarantee Program**
- **Exhibit D Other Program Requirements**
- **Exhibit E Audit Finding or Exceptions**
- **Exhibit F Public Service Exhibits**

EXHIBIT A
2009 PROPOSED ACTIVITIES

2009 ANNUAL WORK PLAN

| 2009 | ALAMO | \$33,091,000 |
|--|---|---------------------|
| 03K Env. Ass. 58.36 | STREET IMPROVEMENTS – Project consists of the Construction Project for Ridge Road (7 th Street to Tower Road) to include of the paving, drainage improvements, advertisements and other appurtenances as they pertain to project completion. LOCATION: Ridge Road (from 7 th to Tower Road) in Alamo TX. CENSUS TRACT: 0220.02 01 0) BENEFICIARIES: 5180 | \$98,516.00 |
| 03O Exempt 58.34 (a) (11) | FIRE STATION EQUIPMENT- Project consists of the reimbursement of Pre-award costs for the construction of a new Fire Station. LOCATION: 423 N. Tower Road, Alamo Texas 78516 CENSUS TRACT: 0219.01 (02) 0220.02 (01-04) 0219.02 (01-05) 0220.01 (04) BENEFICIARIES: 15074 | \$32,552.00 |
| 03E Exempt 58.34 (a)(11) | NEIGHBORHOOD FACILITY-(Library) Project consists of the reimbursement of Pre-award costs for the construction of a pubic library. LOCATION: 416 N. Tower Road., Alamo, Texas 785169 CENSUS TRACT: 0219.01 (02) 0220.02 (01-04) 0219.02 (01-05) 0220.01 (04) BENEFICIARIES: 15074 | \$104,804.00 |
| 03J Exempt 58.34 (a)(11) | WATER/SEWER IMPROVEMENTS: Project consists of the reimbursement of Pre-award costs for the construction of a new 500 K gallon elevated storage tank. LOCATION: 320 S. 9 th Street, Alamo, Texas 78516 CENSUS TRACT: 0219.01 (02) 0220.02 (01-04) 0219.02 (01-05) 0220.01 (04) BENEFICIARIES: 15074 | \$68,139.00 |
| 05D Exempt 58.34 (a)(4) | YOUTH SERVICES – BOYS & GIRLS CLUB OF ALAMO / SAN JUAN Expenditures include but not limited to the reimbursement of salaries and fringe benefits of staff providing direct services to the youth, and purchase of minor recreational equipment / supplies. Project consists of community to develop character and leadership, education and career development. Sport programs, fitness, arts/crafts, health and life skills will also be provided. Services will be provided during and after school. Location of services: 501 N. 13th Street, Alamo, Texas Beneficiaries: 500 | \$30,000.00 |

RECEIVED
WR
AUG 25 2009



August 21, 2009

City of Alamo
Attn: Ms. Alica Cano
420 N Tower Rd
Alamo, TX 78516-2599

*Burned vehicle, that
was assigned to Lt.*

RE: Date of Loss: 07/14/09
 TML-IRP Claim #: 0900158551
 VIN#: 7932

Dear Ms. Cano:

Enclosed is TML-IRP check #05150427 in the amount of \$5,638.00 (ACV \$6,138.00, less \$500.00 deductible). Please sign and return the enclosed Proof of Loss so we may pursue subrogation. Should you have any questions or concerns, please feel free to contact me.

Sincerely,

A handwritten signature in cursive script that reads "Lisa Garza".

Lisa Garza
Fast Track Claims Specialist
Texas Municipal League-IRP

LG/fr

Enclosure: *TML-IRP Check, Estimate, Proof of Loss & Return Envelope*

TEXAS MUNICIPAL LEAGUE INTERGOVERNMENTAL RISK POOL

1821 Rutherford Lane, First Floor • Austin, Texas 78754 • (512) 491-2300 • (800) 537-6655 *Texas Only*
P.O. Box 149194 • Austin, Texas 78714-9194

SWORN STATEMENT

PROOF OF LOSS

(Automobile)

Contract No. 9307 Cif. No.

Contract Coverage at Time of Loss Auto Physical Damage TML-IRP Claim No. 0900158551

Date Issued 10/01/08 Agent Texas Municipal League Intergovernmental Risk Pool

Date Expires 10/01/09 Agency At Austin, Texas

To the Texas Municipal League Intergovernmental Risk Pool

or Austin, Texas By your coverage document described above,

you Member City of Alamo

(HEREINAFTER CALLED THE MEMBER) AGAINST LOSS OF OR DAMAGE TO THE AUTOMOBILE DESCRIBED AS FOLLOWS:

Table with 6 columns: DESCRIPTION OF AUTOMOBILE, TRADE NAME, TYPE OF BODY, MODEL, MODEL (YEAR), VEHICLE IDENTIFICATION NUMBER. Row 1: Ford, Crown Vic, 2003, 2FAFP71W83X167932

TIME AND ORIGIN A loss caused by fire occurred on the 14th day of July, about the hour of .M., the full particulars of which are as follows: (State where and how it occurred) Fire caused by vandals who set vehicle on fire at Member driver's residence. 219 Caramel Dr., Alamo, TX

TITLE AND INTEREST The Member was the sole owner of the automobile at the time of the loss or damage and no other person had any interest therein, by bailment lease, condition sale, mortgage or other encumbrance or otherwise, except

OTHER INSURANCE At the time of this loss, there was no other insurance on said automobile covering the same perils except: USE At the time of this loss, the said automobile was being used for (PLEASURE, BUSINESS OR COMMERCIAL PURPOSE) and was not being used to carry passengers for compensation or rental or leased of for any illegal purpose except:

THE ACTUAL CASH VALUE of the property described, the actual loss and damage sustained, and the amount claimed under this Contract are as follows: Table with 4 columns: CASH VALUE, WHOLE LOSS, AMOUNT DEDUCTIBLE, AMOUNT CLAIMED UNDER THIS POLICY. Row 1: \$6138.00, \$, \$500.00, \$5,638.00

SUBROGATION To the extent of the payment made or advanced under this policy, the Member hereby assigns, transfers and sets over to the Texas Municipal League Intergovernmental Risk Pool all rights, claims or interests that he has against any person, firm or corporation liable for the loss or damage to the property for which payment is made or advanced. He also hereby authorizes the Texas Municipal League Intergovernmental Risk Pool to sue any such third party in his name.

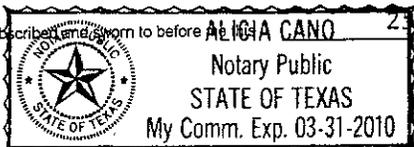
The Member hereby warrants that no release has been given or will be given or settlement or compromise made or agreed upon with any third party who may be liable in damages to the Member with respect to the claim being made herein.

The said loss or damage did not originate by any act, design or procurement on my / our part nor on the part of anyone having interest in the property covered, or in the said coverage document; nor in consequence of any fraud or evil practice done or suffered by me / us and that no property saved has in any manner been concealed.

It is expressly understood and agreed that the furnishing of this blank or the preparation of proof by a representative of the Texas Municipal League Intergovernmental Risk Pool is not a waiver of any of its rights.

State of TEXAS County of HIDALGO LUCIANO OZUNA JR., CITY MANAGER Member.

Subscribed and sworn to before ALICIA CANO 21TH day of AUGUST 2009



PAYMENT AUTHORIZATION

ALICIA CANO NOTARY PUBLIC. (Signature)

is hereby requested, authorized and empowered to pay, at its option, as follows: To The sum of \$ To The sum of \$ To The sum of \$ Amount Claimed Under Coverage Document \$

Witness: Address: Witness: Address: Insured By TITLE Insured By TITLE

PLANNING DEPARTMENT

STAFF REPORT

TO: Mayor and City Commission
FROM: Dalia Zuniga, Planner I
DATE: August 28, 2009

.....

APPLICANT: Jose Luis Rios
REQUEST: Variance
PHYSICAL LOCATION: 512 Martinez Ave.
LEGAL DESCRIPTION: Lot 7, Valle Verde Estates
PURPOSE: To allow for an encroachment to the front setback.

GENERAL INFORMATION

Applicable Ordinance: Title 10 – Zoning Regulations; Chapter 5 R-1 Single-Family Dwelling District; Section 10-5-4 (A) Area Regulations.

PHYSICAL CHARACTERISTICS

Zoning and Land Use: R-1 Single-Family Dwelling District
Subject Property: Inside City Limits
North: “R-1” Single-Family Dwelling District
East: “R-1” Single-Family Dwelling District
South: “R-1” Single-Family Dwelling District
West: “R-1” Single-Family Dwelling District

Lot Dimensions: N/A

SUBDIVISION

Utilities: City Water and Sewer

Easement or Alleys: N/A

SPECIAL INFORMATION

Setbacks Required: As per ordinance Front Yard 25'; Side Yard 5'; Rear Yard 15

Setback Proposed: Need to conform to required.

Other non-conformities: N/A

ANALYSIS

Special Conditions: N/A

Ordinance Intent: Proper development of land to provide for the orderly, safety, morals and general welfare of the community.

Public Notification: Advertised in the Advance News Journal August 8, 2009.

Similar Request: N/A

Response Received: No responses have been received to date.

Comments from Building Officials: If approved, need to apply for appropriate permits.

ATTACHMENTS

Application
Warranty Deed
Location Map
Site Plans

STAFF RECOMMENDATIONS

To Deny: Title 10 – Zoning Regulations; Chapter 5 R-1 Single-Family Dwelling District; Section 10-5-4 (A) Area Regulations.

**P & Z COMMISSION RECOMMENDATION
(Tuesday, August 18, 2009)**

Purpose: To allow for an encroachment to the front setback.

Action: Mr. Ricardo Chavez motioned to approve the variance request. Mr. Oscar Salinas seconded the motion. Motion carried.

Voting: Six (6) members present and voting.

Absent: Evaristo Bocanegra

Signs:

- A. One unlighted sign, which shall not exceed one square foot in area, indicating the name of the occupant; provided, the sign is attached flat-wise to the buildings.
- B. One sign, which shall not exceed eighteen (18) square feet, for a church or school.
- C. One sign which shall not exceed four (4) square feet in area for temporary unlighted signs pertaining to the lease, hire or sale of buildings or premises, provided the sign is immediately removed upon the lease, hire or sale of such building or premises, or to illustrate matters protected as free speech under the Constitution.

Accessory buildings and accessory uses, customarily incidental to the above uses (not involving the conduct of a business) when located on the same lot, including a private garage for one or more cars, bona fide servants' quarters not for rent or used for commercial purposes. (Ord. 95-04-04, 4-4-1995)

10-5-3: **HEIGHT REGULATIONS:** No building shall exceed two (2) stories or twenty five feet (25') in height. (Ord. 95-04-04, 4-4-1995)

10-5-4: **AREA REGULATIONS:**

- A. Front Yard: There shall be a front yard along the front line of the lot. The minimum depth of such front yard shall be twenty five feet (25').
- B. Side Yards: There shall be a side yard on each side of building of not less than five feet (5').
- C. Rear Yard: The depth of the rear yard shall be at least fifteen feet (15'). (Ord. 95-04-04, 4-4-1995)

10-5-5: **INTENSITY OF USE:** Every lot or tract of land shall have an area of not less than six thousand two hundred fifty (6,250) square feet and an average width of not less than fifty feet (50'); except that if a lot or tract should have less area or width than is herein required and its boundary lines along their entire length should touch lands under other



CITY OF ALAMO

COMMUNITY PLANNING & DEVELOPMENT DEPARTMENT

VARIANCE REQUEST APPLICATION

Date: 06-29-2009

Presented by: Jose Luis Ries

Physical address: 512 Martinez Ave Alamo, TX 78516

Mailing address: Box 8825 City Alamo State TX Zip Code 78516
City State Zip Code

Legal description: Lot(s) 7, Block _____, _____
Valle Verde Estate Subdivision

Phone: Home (956) 605-6811 Other _____

Notice is hereby given that as owner of the above property, a variance request or petition to the City of Alamo is being made for the purpose of:

front setback encroachment.

Said variance request or petition is set for a hearing by the Planning and Zoning Commission at 6:00 P.M. on the 21st day of July, 2009 at the Alamo City Hall, at which time all interested citizens are invited to attend.

Statement of Hardship: unaware of cities setback ordinance

I understand that said variance request may or may not be approved by the Planning and Zoning Commission and the Alamo Board of Commissioners and that the application fee of one hundred twenty-five dollars (\$125.00) is non-refundable even if the application is withdrawn. I also understand that all the required information must be completed before the application can be processed.

Jose Luis Rios
Signature of Applicant

6-29-09
Date

FOR OFFICIAL USE ONLY

Received by: Dalia Date: 7/1/09

Application fee (\$125.00):

Cash _____ Check No. ✓ Money Order No. _____

CITY OF ALAMO

REC#: 00886234 7/01/2009 2:24 PM
OPER: JVI TERM: 003
REF#: 338

TRAN: 900.4502 Other Permits
RIOS, JOSE LUIS-512 MARTINEZ
VALLE VERDE ESTATES-LOT 7
VARIANCE REQUEST 125.00CR

TENDERED: 125.00 CHECK
APPLIED: 125.00-

CHANGE: 0.00

USDA-FmHA
Form FmHA 427-1 TX
(Rev. 9-6-79)

20655

11/1/80

REAL ESTATE DEED OF TRUST FOR TEXAS

DEED OF TRUST

THIS DEED OF TRUST is made and entered into by and between the undersigned JOSE LUIS RIOS and wife,
GRACIELA RIOS,

residing in 512 Martinez Ave., Alamo, Hidalgo County, Texas, whose post
office address is 512 Martinez Ave., Alamo Texas 78516

herein called "Borrower," and J. LYNN FUTCH, State Director of
the Farmers Home Administration for the State of Texas, and State Director's successors in office as State Director or Acting State Director, as
trustee, herein called "Trustee," and the United States of America, acting through the Farmers Home Administration, United States Depart-
ment of Agriculture, as beneficiary, herein called the "Government," and:

WHEREAS Borrower is indebted to the Government as evidenced by one or more promissory note(s) or assumption agreement(s), herein
called "note," which has been executed by Borrower, is payable to the order of the Government, authorizes acceleration of the entire indebted-
ness at the option of the Government upon any default by Borrower, and is described as follows:

| <u>Date of Instrument</u> | <u>Principal Amount</u> | <u>Annual Rate of Interest</u> | <u>Due Date of Final Installment</u> |
|---------------------------|-------------------------|--------------------------------|--------------------------------------|
| June 3, 1983 | \$34,520.00 | 10.75 | June 3, 2016 |

J. L. Rios
Graciela Rios

(If the interest rate is less than _____% for farm ownership or operating loan(s) secured by this instrument, then the rate may be
changed as provided in the note.)

And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure payment thereof pursuant
to the Consolidated Farm and Rural Development Act, or Title V of the Housing Act of 1949, or any other statutes administered by the
Farmers Home Administration.

And it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Government, or in
the event the Government should assign this instrument without insurance of the note, this instrument shall secure payment of the note; but
when the note is held by an insured holder, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but
as to the note and such debt shall constitute an indemnity mortgage to secure the Government against loss under its insurance contract by
reason of any default by Borrower;

And this instrument also secures the recapture of any interest credit or subsidy which may be granted to the Borrower by the Govern-
ment pursuant to 42 U.S.C. §1490a.

NOW, THEREFORE, in consideration of the loan(s) Borrower does hereby grant, sell, convey, and assign unto Trustee the following
property situated in the State of Texas, County(ies) of Hidalgo :
All of Lot No. Seven (7) of VALLE VERDE ESTATES SUBDIVISION, an addition to the City
of Alamo, Hidalgo County, Texas, according to the Map thereof recorded in Vol. 22, pg.
96 of the Map Records, Hidalgo County, Texas; SAVE AND EXCEPT all of the oil, gas
and other minerals in and under said land.

together with all rights, interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes dryers, or carpeting purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation of any part thereof or interest therein—all of which are herein called "the property".

TO HAVE AND TO HOLD the property unto Trustee, Trustee's successors, grantees and assigns forever;

IN TRUST, NEVERTHELESS, (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge, (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance contract by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement.

AND BORROWER for Borrower's self, Borrower's heirs, executors, administrators, successors and assigns WARRANTS the property unto Trustee for the Benefits of the Government against all lawful claims and demands whatsoever except any liens, encumbrances, easements, reservations, or conveyances specified hereinabove, and COVENANTS AND AGREES as follows:

(1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Government, as collection agent for the holder.

(2) To pay the the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration.

(3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises.

(4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts required herein to be paid by Borrower and not paid by Borrower when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.

(5) All advances by the Government as described in this instrument, with interest, shall be immediately due, and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of Borrower's covenant to pay. Any payments made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determines.

(6) To use the loan evidenced by the note solely for purposes authorized by the Government.

(7) To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property, including all charges, and assessments in connection with water, water rights, and water stock pertaining to or reasonably necessary to the use of the real property described above, and promptly deliver to the Government without demand receipts evidencing such payments.

(8) To keep the property insured as required by and under insurance policies approved by the Government and, at its request, to deliver such policies to the Government.

(9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandmanlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.

(10) To comply with all laws, ordinances, and regulations affecting the property.

(11) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien and priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and survey of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.

(12) Neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as beneficiary hereunder, including but not limited to the power to grant consents, partial releases, subordinations, and satisfaction, and no insured holder shall have any right, title or interest in or to the lien or any benefits hereof.

(13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in supplementary agreement are being performed.

(14) The Government may (a) extend or defer the maturity of, and renew and reschedule the payments on, the debt evidenced by the note or any indebtedness to the Government secured by this instrument, (b) release any party who is liable under the note or for the debt from liability to the Government, (c) release portions of the property and subordinate its lien, and (d) waive any other of its rights under this instrument. Any and all this can and will be done without affecting the lien or the priority of this instrument or Borrower's or any other party's liability to the Government for payment of the note or debt secured by this instrument unless the Government says otherwise in writing. HOWEVER, any forbearance by the Government—whether once or often—in exercising any right or remedy under this instrument, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

(15) The power to appoint a substitute trustee is hereby granted to the Government and assigns, to be exercised at any time hereafter, without notice and without specifying any reason therefor, by filing for record in the office where this instrument is recorded an instrument of appointment, whereupon the substitute trustee shall succeed to all the estates, rights, powers, and trusts herein granted to or vested in Trustee, and the former trustee or substitute trustee shall be divested thereof; and notice of the exercise of this power and any requirement of, or right to require, a bond from any trustee hereunder, are hereby waived.

(16) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal Land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.

(17) Default hereunder shall constitute default under any other real estate, or under any personal property or other security instrument held or insured by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.

(18) SHOULD DEFAULT occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should the parties named as Borrower die or be declared incompetent, or should any one of the parties named as Borrower be declared a bankrupt or an insolvent, or make an assignment for the benefit of creditors, the Government at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application, have a receiver appointed for the property, with the usual powers of receivers in like cases, and (d) authorize and request Trustee to foreclose this instrument and sell the property as prescribed by law.

(19) Upon default aforesaid: (a) at the request of the Government, Trustee may foreclose this instrument either by court action pursuant to law or by advertisement and sale of the property as provided by law, for cash or secured credit at the option of the Government, personal notices of which sale need not be served on Borrower; (b) such sale may be adjourned from time to time without other notice than oral proclamation at the time and place appointed for such sale and correction made on the posted notices, and at such sale the Government and its agents may bid and purchase as a stranger; (c) Trustee at Trustee's option may conduct such sale, without being personally present, through Trustee's delegate authorized by Trustee for such purpose orally or in writing and without notice to Borrower of such authorization; and (d) if the property is situated in two or more counties, the sale may be held in any one of such counties selected by the Government in its sole discretion; Provided, however, that in any deed or deeds executed by Trustee hereunder, any and all statements of fact and other recitals therein made as to the nonpayment of the money secured, the nonperformance of covenants herein, the request to Trustee to enforce this Trust, the proper and due appointment of any substitute Trustee, the advertisement or due publication of sale, the due authorization by Trustee of Trustee's delegate to conduct the sale, or as to any other preliminary act or thing having been duly done by said Trustee shall be taken by any and all courts of law and equity as prima facie evidence that said statements or recitals do state facts, and without further questioning shall be accepted as such by Borrower; and provided further, that in the event of foreclosure sale, Borrower shall give up and deliver immediately possession of the property to the purchaser thereof or assume the status of a tenant at will and be subject to summary dispossession as by law provided.

(20) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (f) any balance to Borrower. In the case the Government is the successful bidder at foreclosure or other sale of all or any part of the property, the Government may pay its share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order prescribed above.

(21) All powers and agencies granted in this instrument are coupled with an interest and are irrevocable by death or otherwise; and the rights and remedies provided in this instrument are cumulative to remedies provided by law.

(22) Borrower agrees that the Government will not be bound by any present or future State laws, (a) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action must be brought, (b) prescribing any other statute of limitations, or (c) limiting the conditions which the Government may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State laws.

(23) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (herein called "the dwelling") and if Borrower intends to sell or rent the dwelling and has obtained the Government's consent to do so (a) neither Borrower nor anyone authorized to act for Borrower will, after receipt of a bona fide offer, refuse to negotiate for the sale or rental of the dwelling or will otherwise make unavailable or deny the dwelling to anyone because of race, color, religion, sex, or national origin, and (b) Borrower recognizes as illegal and hereby disclaims, and will not comply with or attempt to enforce any restrictive covenants on the dwelling relating to race, color, religion, sex, or national origin.

(24) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future regulations not inconsistent with the express provisions hereof.

(25) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, and addressed, unless and until some other address is designated in a notice so given, in the case of the Government to Farmers Home Administration at Temple, Texas 76501, and in the case of Borrower at the address shown in the Farmers Home Administration Finance Office records (which normally will be the same as the post office address shown above).

(26) If this deed of trust should be invalid for any purpose for which it is executed, such invalidity for such purpose shall not impair its validity for any other purpose and in the event that any portion of the indebtedness under the note when it is held by the Government or any assignee of this deed of trust, or any portion of the indebtedness to the Government under this deed of trust, is not validly secured hereunder, then in that event, the first payments made upon any such indebtedness shall be applied in payment of that portion of the indebtedness which is not validly secured, and no payment shall be applied toward that portion of the indebtedness secured by a valid lien hereunder until any indebtedness not so secured shall have been paid in full.

(27) This deed of trust has been executed in extension and renewal, but not in extinguishment, of a certain mechanic's and materialmen's lien on the property and all improvements thereon, dated _____, recorded in volume _____, page _____, mechanic's liens Records, _____ County, Texas, which secures a mechanic's lien note executed by Borrower in the principal sum of _____ dollars (\$ _____), dated _____, bearing interest at the rate of _____ percent (_____) per annum as set forth therein, payable to the order of _____ on demand. The aforesaid mechanic's lien note and mechanic's and materialmen's lien, and all of the rights, liens, equities and remedies of _____

in the note and lien have been duly assigned, transferred and conveyed to the Government by written assignment and transfer of even date with this deed of trust and recorded in the office of the County Clerk of the aforesaid County. Borrower does hereby covenant and represent that there are no defenses to said debt or lien, and agrees that the Government shall be subrogated to all of the rights, liens, equities, and remedies of the original owner and holder of the note and lien which are being renewed and extended by this deed of trust.

(28) If any provision of this instrument or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provision or application, and to that end the provisions hereof are declared to be severable.

M. S. R. H. R.

IT IS AGREED by and between Borrower and the Government that the Government will, for the sum of \$ 29,920.00 erect, construct, complete and repair buildings or other improvements upon, and will furnish all labor and material necessary for the purpose of making such repairs and improvements upon said property as are described in the Development Plan agreed to in writing by Borrower and the Government and made a part hereof and incorporated herein by reference, except labor to be performed by Borrower; to secure which sum Borrower hereby gives and creates a valid constitutional and contractual lien on said property; and that if said sum is not actually expended for such repairs and improvements, any amount not so expended shall be credited on the indebtedness evidenced by the note. It is further agreed that a failure to complete said repairs and improvements, or failure to complete same according to said Development Plan, shall not defeat said indebtedness and lien, but in such event said indebtedness and lien upon said property shall exist in favor of the Government or its assigns for the amount herein agreed upon, less such amount as would be reasonably necessary to complete said repairs and improvements according to said Development Plan.

BORROWER, for the express purpose of inducing the Government to make or insure the loan evidenced by the note described herein, represent that Borrower does not reside upon, use, or claim, as either a business or residence homestead, the property described above, but that Borrower now resides upon, used and claims as a homestead the following described tract, lot or parcel of land, the fee simple title to which is vested in Borrower: It is understood and agreed that the sum of \$4,600.00 secured hereby represents a part of the purchase price of the property hereinabove described and the Vendor's Lien in favor of the Government on said real property securing the payment of*
WITNESS the signature(s) of borrower on this 3rd day of June, 19 83

*said sum is hereby acknowledged by Borrowers.

Jose Luis Rios
JOSE LUIS RIOS
Graciela Rio
GRACIELA RIOS

STATE OF TEXAS

COUNTY OF HIDALGO

ss:

ACKNOWLEDGMENT

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared JOSE LUIS RIOS AND WIFE, GRACIELA RIOS

known to me to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument, and acknowledged to me that ~~he (she)~~ (they) executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 3rd day of June, 19 83.

Dora Perez
Notary Public in and For

(SEAL)

HIDALGO

(DORA PEREZ)

My commission expires on 1/31/85

County, Texas

DEED OF TRUST
JOSE LUIS RIOS, ET UX
TO J. LYNN FUTCH, TRUSTEE
STATE OF TEXAS

COUNTY OF _____

I, the undersigned, do hereby certify that the foregoing instrument was filed for record in my office on the _____ day of _____ A. D., 19 _____

at _____ o'clock _____ M., and was duly recorded on this _____ day of _____ A. D., 19 _____, in Volume _____ page _____ of the Deed of Trust Records of said County.

[Signature]
COUNTY CLERK
HIDALGO COUNTY, TEXAS



WITNESS MY HAND and the seal of _____ County _____ State of Texas, this _____ day of _____ A. D., 19 _____.

PROOF READ

FILED FOR RECORD
1983 JUN - 8 PM 5:10
COUNTY OF HIDALGO
STATE OF TEXAS

County Clerk _____ Deputy _____

RETURN TO: Farmers Home Adm.
212 S. Clossner, Rm. 205
Edinburg, TX 78539

J. C. Hall chk # 1031

127 88
15
7

SUPERIOR CARPORTS, INC.

3409 Houston Hwy

Victoria, TX 77901

Business: (559) 674-8800

Toll Free: 1-800-580-0933

Fax: (559) 673-7359

DEALER D. S. Drive Thru DEALER PH.# 956-283-0990 INVOICE # B4323 DATE 11-22-0

CUSTOMER NAME JOSE LUIS RIOS

MAILING ADDRESS Box 8425 - 512 Martinez Ave CITY Alamo STATE TX ZIP 78516

LOCATION OF INSTALLATION 512 Martinez Ave

PHONE: WORK (956) 971-8560 HOME (956) 789-5590 OTHER (956) 457-7019

| UNIT SIZE | WIDTH X LENGTH | REG. STYLE <input checked="" type="checkbox"/> A-FRAME <input type="checkbox"/> | ALL ORDERS C.O.D. |
|---|----------------|---|---|
| 18 X 26 | | 895.00 | Price \$ 945.00 |
| LEG HEIGHT | 6 FT | 50.00 | Tax \$ 77.96 |
| COLOR TOP | EARTH-BROWN | - | Total \$ 1022.96 |
| COLOR TRIM | EARTH-BROWN | - | Only 10% Down Payment Before taxes \$ 94.50 |
| COLOR SIDE(S) | | | Balance Due At Installation \$ 728.46 |
| COLOR END(S) | | | |
| COLOR GABLE(S) | | | |
| ELECTRICITY AVAILABLE YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> | | CEMENT <input checked="" type="checkbox"/> GROUND <input type="checkbox"/> OTHER <input type="checkbox"/> | 928.46 |
| SCREW ANCHORS FOR DIRT ARE AVAILABLE FOR HIGHER WIND RESISTANCE (EXTRA CHARGE) | | | |

Customer will be Responsible for Anchoring to WOOD or ROCK!
Carports 10' or taller Anchored to a foundation other than Concrete will need additional work from customer. Initial ODA

PLEASE NOTE... THINGS YOU SHOULD KNOW...

Please inform installers of any underground cables, gas lines or any other utility lines. We will not be responsible for any damage. Customers are responsible for permits or any other restrictions. Permits need to be obtained 1 week before installation.

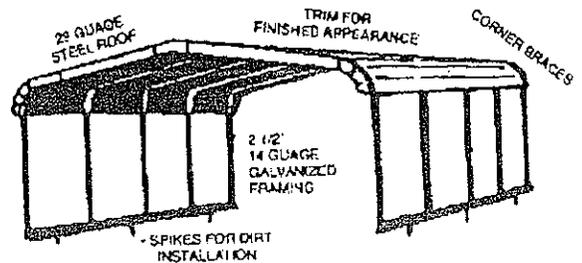
Lot MUST be level or unit will be installed "AS IS" on lot.

If land is not leveled or additions are made to carport, a \$80.00 return trip service charge will be added to the balance. A down payment of 10% is required on all orders. Balance due at time of installation. Down payment can only be 10% based on the price of the carport before taxes. Dealer CA (NOT accept more than 10% of base price. No refunds on a special order items or down payments. If more than 10% has been paid to the dealer and we do not receive the check from them immediately, Superior Carports, Inc. has the right to repossess the carport/garage. 50% down is required on all special size orders by cashiers check or money order only, mail to the address above. In the event of price changing of any carport on hold (by Customer) for more than 30 days of ordering date, Superior Carports, Inc. has the right to cancel the order without notice. "AREA NEEDS TO BE CLEANED FOR INSTALLATION."
Customer service will contact you TWO to FIVE Days before Delivery & Setup. If there is a difference in pricing from the dealer, adjustments will be made at our Main Office. You will be notified in the event of any price discrepancy.

I have read and completely understand the above information and give my approval for the construction of the above.

Jose Luis Rios
Customer Signature

I, _____ Refuse
Augers for Higher Wind Resistance. My Carport will not be rated for Winds



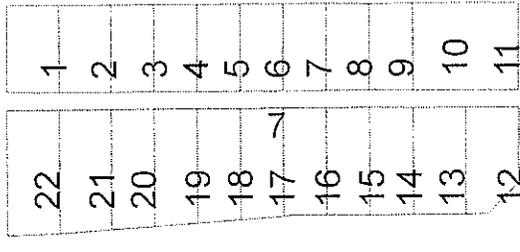
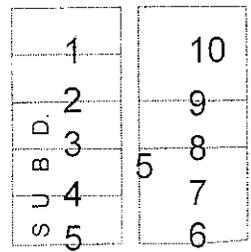
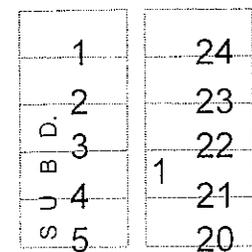
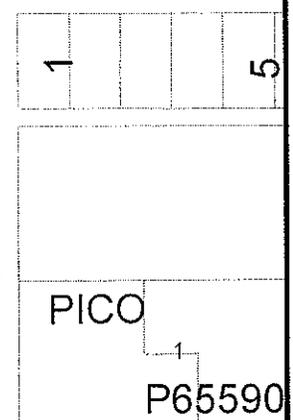
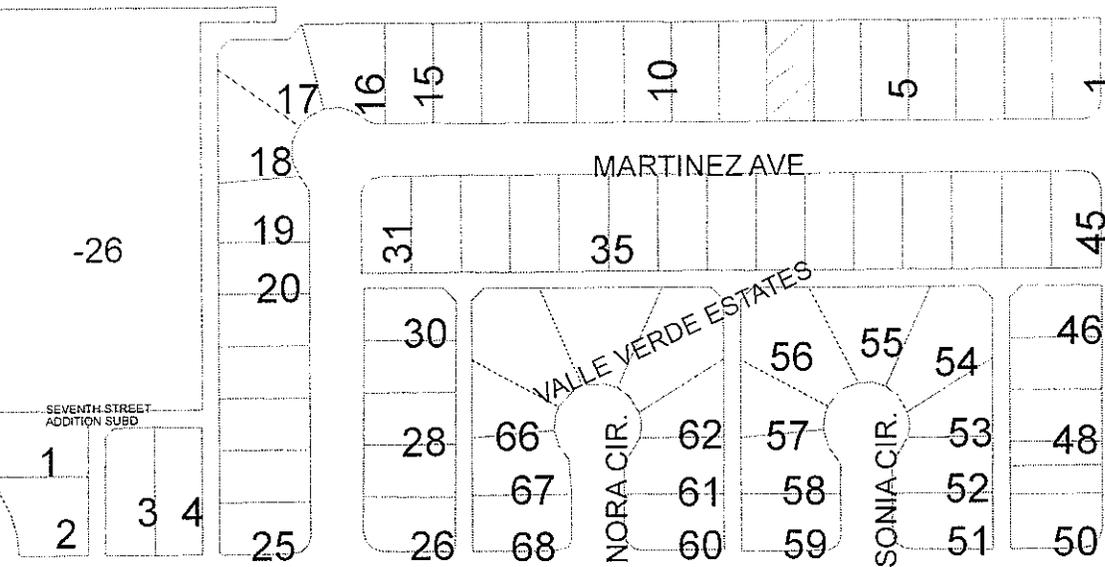
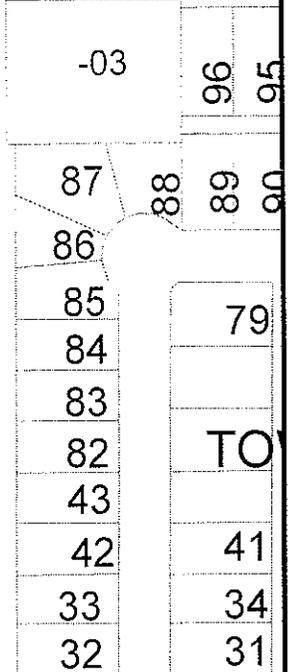
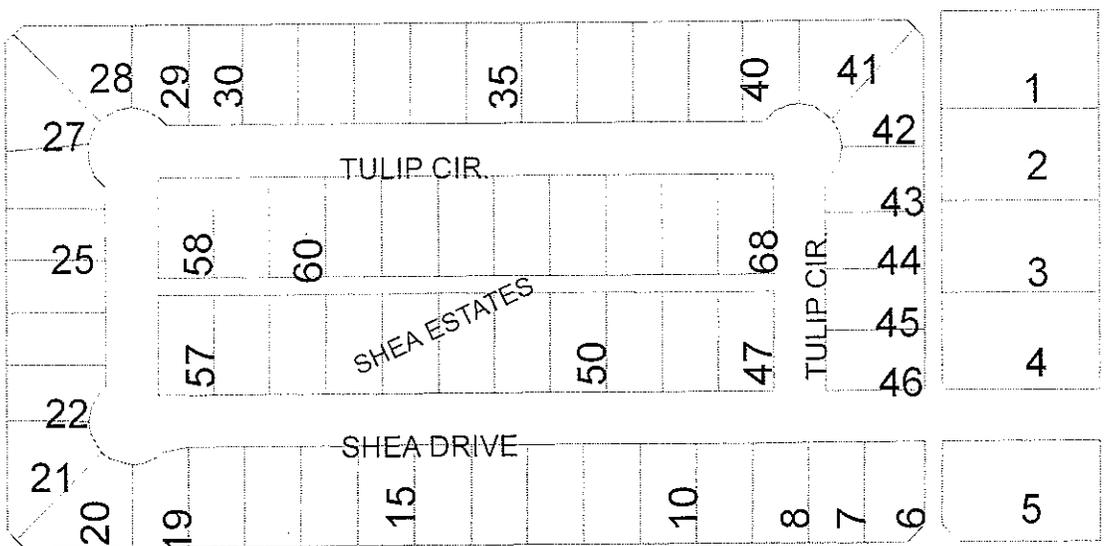
NOTE: Frame 1 ft. Shorter Than Roof Lengthwise
Customer Signature after installation

X _____

- NO C.O.D.'s Accepted
- Cash
- Money Order
- Cashiers Check
- Credit Card (No credit cards on any orders under \$1500.00)
- Personal or Company Checks DI# _____ Exp. _____

Notes: _____

NEBRASKA ROAD

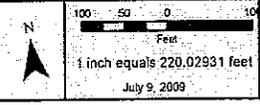


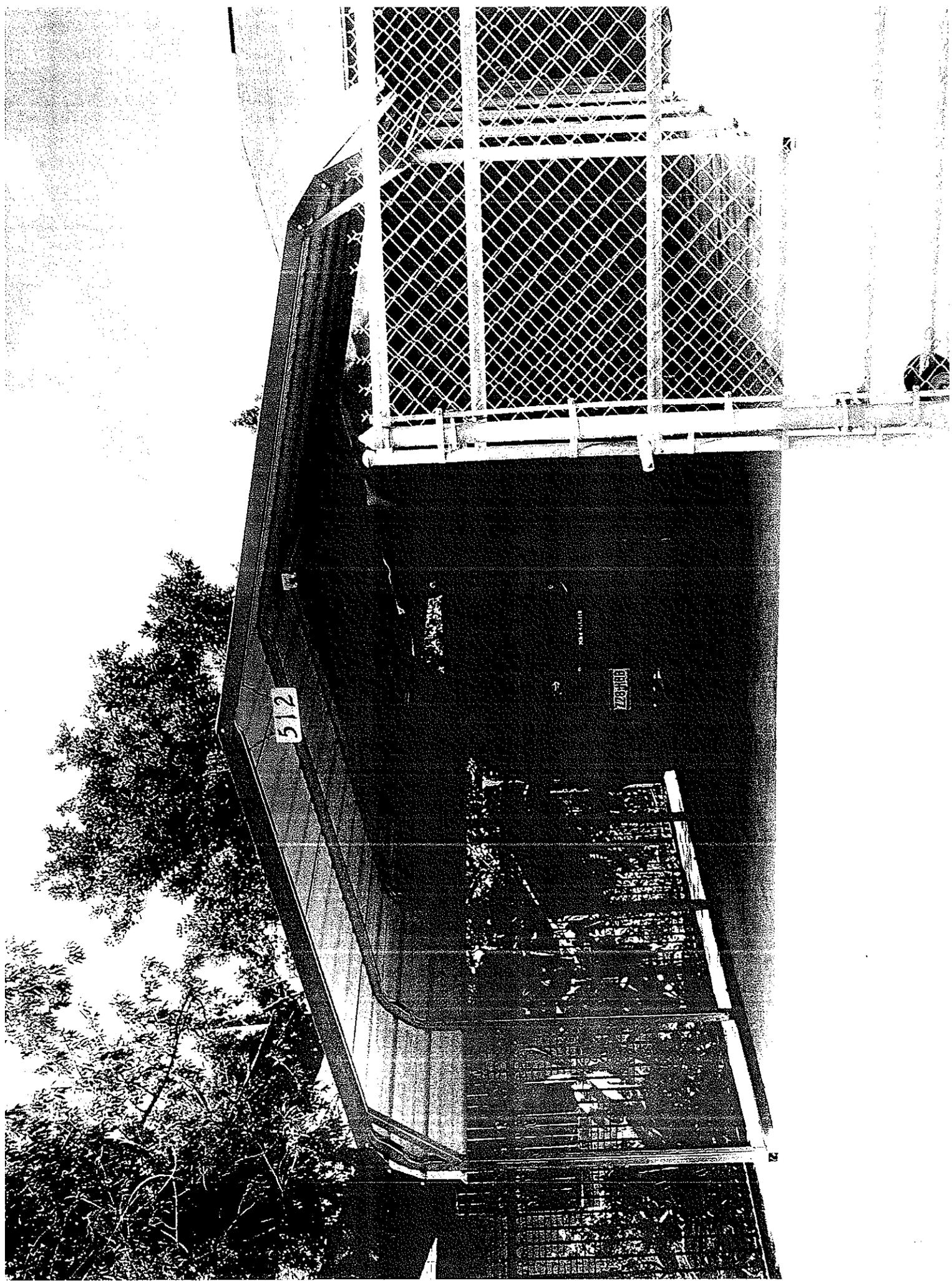
83 EXPRESSWAY



CITY OF ALAMO
PLANNING DEPARTMENT

JOSE LUIS RIOS
LOT 7, VALLE VERDE ESTATES





512

512

Eddy Villarreat
Mayor
Diana Martinez
Mayor Pro-Tem
Victor Perez
Commissioner
Jesus "Jesse" Vela, Jr.
Commissioner
Roel Landa, Jr.
Commissioner
Luciano Ozuna, Jr.
City Manager



PLANNING AND ZONING DEPARTMENT

August 14, 2009

Jose Luis Rios
Box 8825
Alamo, TX 78516

RE: Application for a Variance

Dear Mr. Rios:

Your application for a Variance request has been processed by our office. The request will be on the **Tuesday, August 18, 2009** Planning and Zoning meeting agenda. The meeting will be held at **6:00 p.m.** in the conference room of the Municipal Building at 420 N. Tower Road, Alamo, Texas.

Please make arrangements to attend. Should you not be able to attend, have someone on your behalf to represent you in order to answer any questions that the Planning and Zoning Commission may have. If you have any further questions, contact our office at (956) 787-0006, Ext. 128.

Sincerely,

Dalia Zuniga
Planner I

Rudy Villarreal

Mayor

Diana Martinez

Mayor Pro-Tem

Victor Perez

Commissioner

Jesus "Jesse" Vela, Jr.

Commissioner

Roel Landa, Jr.

Commissioner

Luciano Ozuna, Jr.

City Manager



PLANNING DEPARTMENT

August 20, 2009

Jose Luis Rios
Box 8825
Alamo, TX 78516

RE: Planning and Zoning Commission recommendation on Variance request.

Dear Mr. Rios:

This letter is to inform you that at the Regular Planning and Zoning Meeting of **August 18, 2009** the Planning and Zoning Commission voted to approve your variance request.

Your request will now be presented to the City of Alamo Board of Commissioners at the Regular Meeting of **Tuesday, September 1, 2009 at 7:00 p.m.** in the conference room of the Municipal Building located at 420 N. Tower Rd. The City Commission will have the final vote on your variance request.

You are encouraged to attend this meeting so that any questions by the City Commission can be addressed. If you need further assistance, please contact the Community Planning & Development Department at (956) 787-0006 ext. 128

Sincerely,

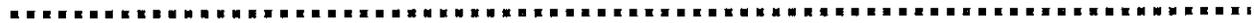
Dalia Zuniga

Planner I

PLANNING DEPARTMENT

STAFF REPORT

TO: Mayor and City Commission
FROM: Dalia Zuniga, Planner I
DATE: August 28, 2009



APPLICANT: Gilberto Garay
REQUEST: Variance
PHYSICAL LOCATION: 511 Martinez Ave.
LEGAL DESCRIPTION: Lot 40, Valle Verde Estates
PURPOSE: To allow for an encroachment to the front setback.

GENERAL INFORMATION

Applicable Ordinance: Title 10 – Zoning Regulations; Chapter 5 R-1 Single-Family Dwelling District; Section 10-5-4 (A) Area Regulations.

PHYSICAL CHARACTERISTICS

Zoning and Land Use: R-1 Single-Family Dwelling District
Subject Property: Inside City Limits
North: “R-1” Single-Family Dwelling District
East: “R-1” Single-Family Dwelling District
South: “R-1” Single-Family Dwelling District
West: “R-1” Single-Family Dwelling District

Lot Dimensions: N/A

SUBDIVISION

Utilities: City Water and Sewer

Easement or Alleys: N/A

SPECIAL INFORMATION

Setbacks Required: As per ordinance Front Yard 25'; Side Yard 5'; Rear Yard 15

Setback Proposed: Need to conform to required.

Other non-conformities: N/A

ANALYSIS

Special Conditions: N/A

Ordinance Intent: Proper development of land to provide for the orderly, safety, morals and general welfare of the community.

Public Notification: Advertised in the Advance News Journal August 5, 2009.

Similar Request: N/A

Response Received: No responses have been received to date.

Comments from Building Officials: If approved, need to apply for appropriate permits.

ATTACHMENTS

**Application
Warranty Deed
Location Map
Site Plans**

STAFF RECOMMENDATIONS

To Deny: Title 10 – Zoning Regulations; Chapter 5 R-1 Single-Family Dwelling District; Section 10-5-4 (A) Area Regulations.

**P & Z COMMISSION RECOMMENDATION
(Tuesday, August 18, 2009)**

Purpose: To allow for an encroachment to the front setback.

Action: Mr. Mario Palacios motioned to approve the variance request. Mr. Tomas Moncivias seconded the motion. Motion carried.

Voting: Six (6) members present and voting.

Absent: Evaristo Bocanegra

Signs:

- A. One unlighted sign, which shall not exceed one square foot in area, indicating the name of the occupant; provided, the sign is attached flat-wise to the buildings.
- B. One sign, which shall not exceed eighteen (18) square feet, for a church or school.
- C. One sign which shall not exceed four (4) square feet in area for temporary unlighted signs pertaining to the lease, hire or sale of buildings or premises, provided the sign is immediately removed upon the lease, hire or sale of such building or premises, or to illustrate matters protected as free speech under the Constitution.

Accessory buildings and accessory uses, customarily incidental to the above uses (not involving the conduct of a business) when located on the same lot, including a private garage for one or more cars, bona fide servants' quarters not for rent or used for commercial purposes. (Ord. 95-04-04, 4-4-1995)

10-5-3: **HEIGHT REGULATIONS:** No building shall exceed two (2) stories or twenty five feet (25') in height. (Ord. 95-04-04, 4-4-1995)

10-5-4: **AREA REGULATIONS:**

- A. Front Yard: There shall be a front yard along the front line of the lot. The minimum depth of such front yard shall be twenty five feet (25').
- B. Side Yards: There shall be a side yard on each side of building of not less than five feet (5').
- C. Rear Yard: The depth of the rear yard shall be at least fifteen feet (15'). (Ord. 95-04-04, 4-4-1995)

10-5-5: **INTENSITY OF USE:** Every lot or tract of land shall have an area of not less than six thousand two hundred fifty (6,250) square feet and an average width of not less than fifty feet (50'); except that if a lot or tract should have less area or width than is herein required and its boundary lines along their entire length should touch lands under other



CITY OF ALAMO

COMMUNITY PLANNING & DEVELOPMENT DEPARTMENT

VARIANCE REQUEST APPLICATION

Date: 7/14/09

Presented by: Gilberto Garay

Physical address: 511 Martinez Ave., Alamo, TX 78516-3740

Mailing address: 8865 Box, Alamo, TX 78516-3740
City State Zip Code

Legal description: Lot(s) 40, Block _____, _____
Valle Verde Estates Subdivision

Phone: Home (956) 782-4030 Other (956) 867-5077

Notice is hereby given that as owner of the above property, a variance request or petition to the City of Alamo is being made for the purpose of:

use of a portable carport

Said variance request or petition is set for a hearing by the Planning and Zoning Commission at 6:00 P.M. on the 16th day of August, 2009 at the Alamo City Hall, at which time all interested citizens are invited to attend.

Statement of Hardship: When I purchased this home, it had no garage. Consequently, I had no means of protecting my vehicles from the intense solar heat. Before purchasing my carport in August, 2006, I requested and was granted permission from the city inspector, Mr. Moreno, to install a portable carport.

I please request the City of Alamo permission to keep this portable carport on my driveway.

I understand that said variance request may or may not be approved by the Planning and Zoning Commission and the Alamo Board of Commissioners and that the application fee of one hundred twenty-five dollars (\$125.00) is non-refundable even if the application is withdrawn. I also understand that all the required information must be completed before the application can be processed.

[Handwritten Signature]
Signature of Applicant

7/14/09
Date

FOR OFFICIAL USE ONLY

Received by: *[Handwritten Signature]* Date: 7/14/09

Application fee (\$125.00):

Cash Check No. _____ Money Order No. _____

CITY OF ALAMO

REC#: 00887949 7/14/2009 8:51 AM
OPER: MAL TERM: 005
REF#:

TRAN: 900.4502 Other Permits
GILBERTO GARAY
511 MARTINEZ AVENUE
VARIANCE REQUEST 125.00CR

TENDERED: 125.00 CASH
APPLIED: 125.00-

CHANGE: 0.00



Tuesday, July 14, 2009

Home | Free Search | Counties | Search Help | Support | Contact Us | Account Information | Logout

Place your cursor on the buttons below and a description of what each button is used for will appear.

[Back to the search page](#)

Printing Instructions



Recorded On: 2006-Nov-28 As: 1081338



Hidalgo County
Eddy Trevino
County Clerk
Edinburg, TX 78540

Instrument Number: 2006-1691338

Recorded On: November 28, 2006
As Recording

Parties: To
Billable Pages: 2
Number of Pages: 3

Comment: WDV/LJ/GF#0107

** Examined and Charged as Follows: **

| | |
|------------------|-------|
| Recording | 20.00 |
| Total Recording: | 20.00 |

***** THIS PAGE IS PART OF THE INSTRUMENT *****
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

| | |
|--|------------------------------|
| File Information: | Record and Return To: |
| Document Number: 2006-1691338 | GILBERTO & GREGORIA GARAY |
| Receipt Number: 814728 | 8865 BOX |
| Recorded Date/Time: November 28, 2006 03:00P | ALAMO TX 78516 |

User / Station: A Muniz - Cash Superstation 09



STATE OF TEXAS
COUNTY OF HIDALGO
I hereby certify that this instrument was FILED in the File Number sequence on the date/time printed herein, and was duly RECORDED in the Official Records of Hidalgo County, Texas

Eddy Trevino
County Clerk
Hidalgo County, TX

Recorded On-2009-Nov-28 As-1881338

Charge San Jacinto Title Services

SJTC/ CS GF # 0107

1691338

Warranty Deed with Vendor's Lien

Date: NOVEMBER 21, 2006

Grantor: ALAMO MERCHANDISING, CONSTRUCTION AND DEVELOPMENT, INC.

Grantor's Mailing Address: P. O. BOX 489
ALAMO, TEXAS 78516
HIDALGO COUNTY

Grantee: GILBERTO GARAY and wife, GREGORIA MORALES GARAY

Grantee's Mailing Address: ~~Box~~ ⁴⁸ 8865 BOX
ALAMO, TEXAS 78516
HIDALGO COUNTY

Consideration:

Cash and a first lien note of even date executed by Grantee and payable to the order of GRANTOR in the principal amount of NINETEEN THOUSAND THREE HUNDRED SEVEN AND 87/100 DOLLARS (\$19,307.87). The note is secured by a first and superior vendor's lien and superior title retained in this deed in favor of GRANTOR and by a first-lien deed of trust of even date from Grantee to CHANNING SLUSHER, trustee.

Property (including any improvements):

Lot Forty (40), VALLE VERDE ESTATES SUBDIVISION, an Addition to the City of Alamo, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 22, Page 96, Map Records, Hidalgo County, Texas, reference to which is here made for all purposes.

Reservations from Conveyance: NONE

Exceptions to Conveyance and Warranty:

- a. Restrictions recorded in Volume 1779, Page 909, Deed Records, Hidalgo County, Texas.
- b. Standby fees, taxes and assessments by any taxing authority for the year 2006, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership.
- c. Statutory rights, rules, regulations, easements and liens in favor of Hidalgo County Irrigation District No. 2, pursuant to applicable sections of the Texas Water Code.
- d. Easements, building setbacks and reservations as shown according to the map or plat thereof recorded in Volume 22, Page 96, Map Records, Hidalgo County, Texas.
- e. Title to all the oil, gas and other minerals in, under and that may be produced from the land, together with all rights, privileges and immunities relating hereto reserved unto and or conveyed by predecessors in title.
- f. Zoning and building ordinances in favor of the City of Alamo.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

Recorded On: 2009-Nov-28 As: 4801133

The vendor's lien against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute.

When the context requires, singular nouns and pronouns include the plural.

ALAMO MERCHANDISING, CONSTRUCTION AND DEVELOPMENT, INC.

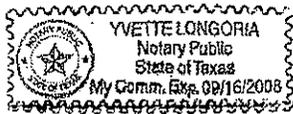
BY: Gustavo Chapa
ITS: PRESIDENT

ACKNOWLEDGMENTS

STATE OF TEXAS §
COUNTY OF HIDALGO §

This instrument was acknowledged before me on the 27th day of November 2006, by GUSTAVO CHAPA, PRESIDENT of ALAMO MERCHANDISING, CONSTRUCTION AND DEVELOPMENT, INC., a corporation on behalf of said corporation.

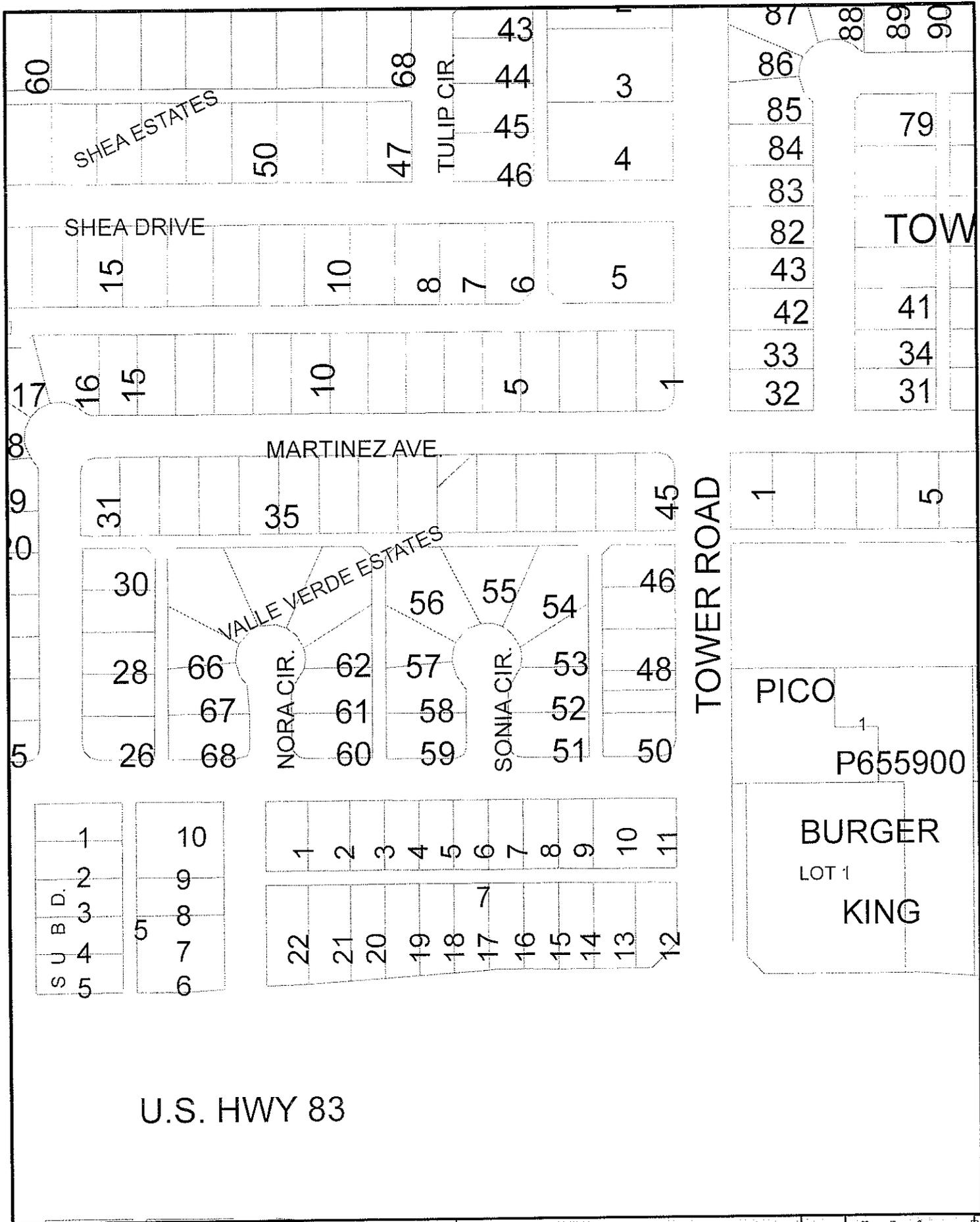
Yvette Longoria
NOTARY PUBLIC, STATE OF TEXAS



PREPARED IN THE OFFICE OF:
SLUSHER & ASSOCIATES, PLLC
4900 NORTH 10TH STREET, SUITE F-3
McALLEN, TEXAS 78504

GFD_062410107.Wdvd

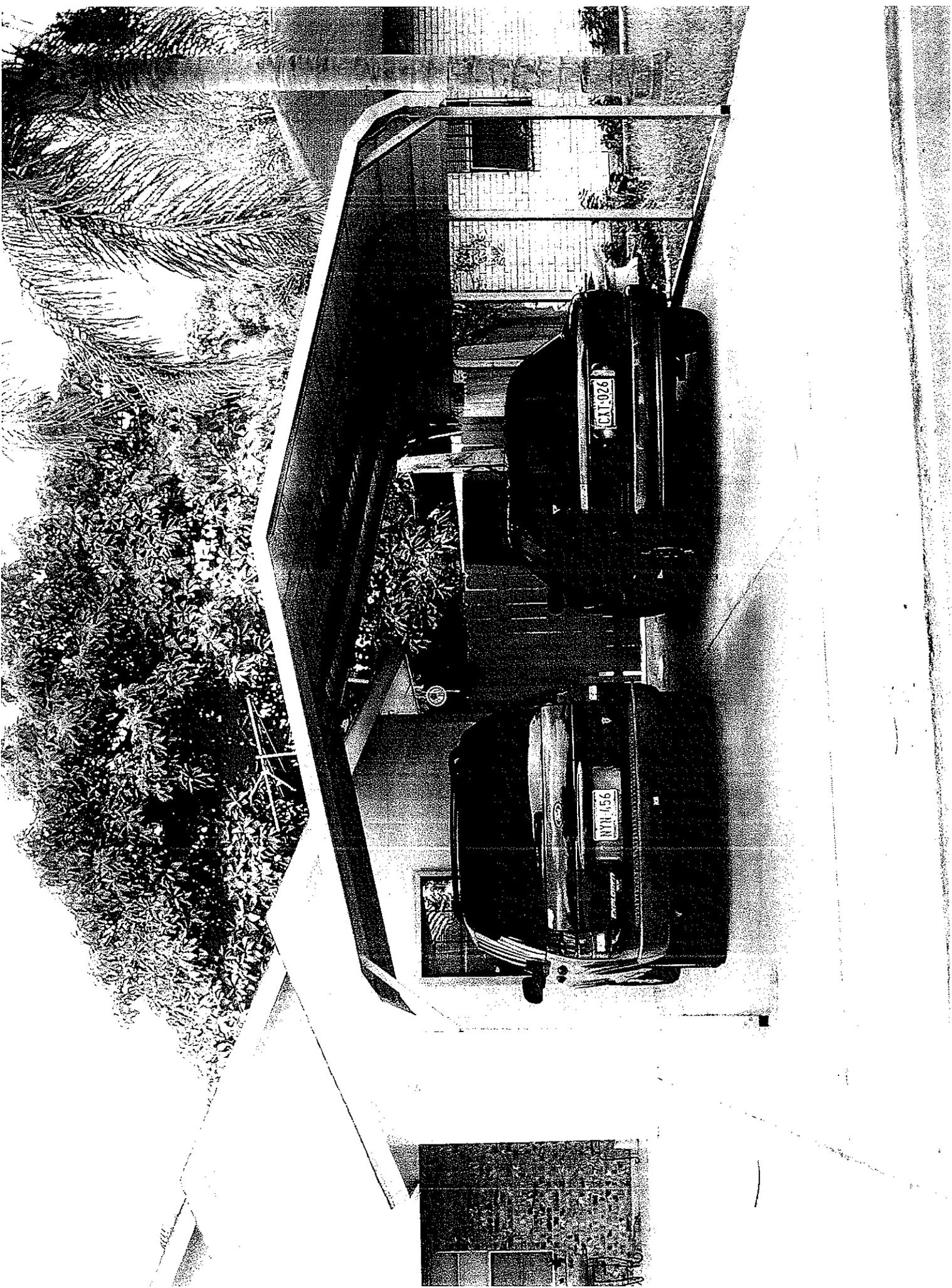
AFTER RECORDING, RETURN TO:
GH GILBERTO & GREGORIA GARAY
~~BOX~~ 8865 BOX
ALAMO, TEXAS 78516



CITY OF ALAMO
PLANNING DEPARTMENT

GILBERTO GARAY
511 MARTINEZ AVE.

1 inch equals 180.072315 feet
August 5, 2009



Rudy Villarreal

Mayor

Diana Martinez

Mayor Pro-Tem

Victor Perez

Commissioner

Jesus "Jesse" Vela, Jr.

Commissioner

Roel Landa, Jr.

Commissioner

Luciano Ozuna, Jr.

City Manager



PLANNING AND ZONING DEPARTMENT

August 14, 2009

Gilberto Garay
8865 Box
Alamo, TX 78516

RE: Application for a Variance

Dear Mr. Garay:

Your application for a Variance request has been processed by our office. The request will be on the **Tuesday, August 18, 2009** Planning and Zoning meeting agenda. The meeting will be held at **6:00 p.m.** in the conference room of the Municipal Building at 420 N. Tower Road, Alamo, Texas.

Please make arrangements to attend. Should you not be able to attend, have someone on your behalf to represent you in order to answer any questions that the Planning and Zoning Commission may have. If you have any further questions, contact our office at (956) 787-0006, Ext. 128.

Sincerely,

A handwritten signature in cursive script that reads "Dalia Zuniga".

Dalia Zuniga
Planner I

Rudy Villarreal

Mayor

Diana Martinez

Mayor Pro-Tem

Victor Perez

Commissioner

Jesus "Jesse" Vela, Jr.

Commissioner

Roel Landa, Jr.

Commissioner

Luciano Ozuna, Jr.

City Manager



PLANNING DEPARTMENT

August 20, 2009

Gilberto Garay
8865 Box
Alamo, TX 78516

RE: Planning and Zoning Commission recommendation on Variance request.

Dear Mr. Garay:

This letter is to inform you that at the Regular Planning and Zoning Meeting of **August 18, 2009** the Planning and Zoning Commission voted to approve your variance request.

Your request will now be presented to the City of Alamo Board of Commissioners at the Regular Meeting of **Tuesday, September 1, 2009 at 7:00 p.m.** in the conference room of the Municipal Building located at 420 N. Tower Rd. The City Commission will have the final vote on your variance request.

You are encouraged to attend this meeting so that any questions by the City Commission can be addressed. If you need further assistance, please contact the Community Planning & Development Department at (956) 787-0006 ext. 128

Sincerely,

Dalia Zuniga

Planner I

PLANNING DEPARTMENT

STAFF REPORT

TO: Mayor and City Commission
FROM: Dalia Zuniga, Planner I
DATE: August 28, 2009



APPLICANT: Jorge Escobedo
REQUEST: Variance
PHYSICAL LOCATION: 515 E. Bus. Hwy. 83
LEGAL DESCRIPTION: Lots 1-9, Block 48, Alamo Original Townsite
PURPOSE: To allow for an encroachment of the side setback.

GENERAL INFORMATION

Applicable Ordinance: Title 10- Zoning Regulations; Chapter 9 C Commercial District; Section 10-9-3 (B) Side Yards

PHYSICAL CHARACTERISTICS

Zoning and Land Use: "C" Commercial District
Subject Property: Inside City Limits
North: "M" Industrial District
East: "C" Commercial District
South: "C" Commercial District
West: "C" Commercial District

Lot Dimensions: N/A

SUBDIVISION

Utilities: City Water and Sewer

Easement or Alleys: N/A

SPECIAL INFORMATION

Setbacks Required: As per ordinance Front Yard 25'; Side Yard 5'; Rear Yard 15

Setback Proposed: Need to conform to required.

Other non-conformities: N/A

ANALYSIS

Special Conditions: N/A

Ordinance Intent: Proper development of land to provide for the orderly, safety, morals and general welfare of the community.

Public Notification: Advertised in the Advance News Journal August 8, 2009.

Similar Request: N/A

Response Received: No responses have been received to date.

Comments from Building Officials: If approved, need to apply for appropriate permits.

ATTACHMENTS

**Application
Warranty Deed
Location Map
Site Plans**

STAFF RECOMMENDATIONS

To Deny: Title 10- Zoning Regulations; Chapter 9 C Commercial District;
Section 10-9-3 Side Yards

P & Z COMMISSION RECOMMENDATION
(Tuesday, August 18, 2009)

Purpose: To allow for an encroachment of the side setback.

Action: Mr. Mario Palacios motioned to deny the variance request. Mr. Ricardo Chavez seconded the motion. Motion carried.

Voting: Six (6) members present and voting.

Absent: Evaristo Bocanegra

CHAPTER 9

C COMMERCIAL DISTRICT

SECTION:

- 10-9-1: Permitted/Conditional Uses
- 10-9-2: Height Regulations
- 10-9-3: Yard Regulations
- 10-9-4: Intensity Of Use
- 10-9-5: Parking Regulations

10-9-1: **PERMITTED/CONDITIONAL USES:**

- A. Permitted Uses: A building or premises shall be used only for the following purposes:

Anything in category R-2 or C-1 Districts.

A single-family residential structure existing on or before April 1, 1995, or an enlargement or improvement to any such structure provided that the structure before and after the enlargement or improvement meets all setback requirements for a residential structure as set out in Chapter 5 of this Title.

Any retail business; provided that such use is not noxious or offensive by reason of vibrations, smoke, odor, dust, gas or noise.

Advertising signs.

Automobile parking lots.

Automobile repair garage.

Automobile salesroom and accompanying service facilities.

Bank.

Billboards and posterboards.

Billiard or pool hall.

Cleaning, pressing and dyeing plants.

Clinic.

Dance hall and skating rink.

Filling stations, service stations; provided that all storage tanks for gasoline shall be below the surface of the ground.

Frozen food locker plant.

Garage, public.

Hotel.

Ice retail distributing stations; no manufacturing.

Job printing.

Laundries.

Lodge halls.

Mortuaries.

Moving picture house or theater.

Radio repair and sales shops.

Radio studios.

Stores and shops for the sale of products at retail only. (Ord. 95-04-04, 4-4-1995; amd. Ord. 1996-04-16, 4-16-1996)

- B. Conditional Uses¹: A building or premises shall be used only for the following purposes:

Bars and nightclubs.

Single-family residences. (Ord. 95-04-04, 4-4-1995)

1. See Chapter 13 of this Title for conditional use permits.

10-9-2: **HEIGHT REGULATIONS:** No building shall exceed seventy five feet (75') in height. (Ord. 95-04-04, 4-4-1995)

10-9-3: **YARD REGULATIONS:**

A. Front Yard: None required.

B.) Side Yards: None required.

C. Rear Yard: A rear yard is required of not less than fifteen feet (15') from the alley. (Ord. 95-04-04, 4-4-1995)

10-9-4: **INTENSITY OF USE:** The minimum lot area is six thousand two hundred fifty (6,250) square feet, the minimum depth is one hundred feet (100') and the minimum average width is fifty feet (50'); except, that if a lot or track should have less area or width than is herein required and its boundary lines along their lengths should touch lands under other ownership on January 15, 1981, and shall not have been changed since said date, such parcel of land may be used for a single-family dwelling. (Ord. 95-04-04, 4-4-1995)

10-9-5: **PARKING REGULATIONS:**

A. **General Structures:** Where any structure is erected, reconstructed or converted for any of the business or commercial uses permitted in this Chapter, parking spaces shall be provided in the ratio of not less than one parking space for each three hundred (300) square feet of floor space in the building which is used for commercial purposes. Such parking space may be located on the same lot as the building or an area within three hundred feet (300') of the building. Two (2) or more owners of buildings may join together to provide for this parking space.

B. **Tourist Courts And Motels:** At least one parking space shall be provided and maintained on the lot for each tourist court or motel unit. (Ord. 95-04-04, 4-4-1995)



CITY OF ALAMO

COMMUNITY PLANNING & DEVELOPMENT DEPARTMENT

VARIANCE REQUEST APPLICATION

Date: 7/30/09

Presented by: Jorge Escobedo

Physical address: 515 E. Bus. Hwy 83. Alamo, Tx. 78516

Mailing address: 1132 S. 7th City State Zip Code
Alamo TX 78516
City State Zip Code

Legal description: Lot(s) Lot 1-9, Block, Block 48,
Original townsite of Alamo Subdivision

Phone: Home (956) 460-7840 Other (501 Hwyway 83 Alamo, TX 78516)

Notice is hereby given that as owner of the above property, a variance request or petition to the City of Alamo is being made for the purpose of:

allowing a recently installed 2-pole sign
to remain on such said property.

Said variance request or petition is set for a hearing by the Planning and Zoning Commission at _____ P.M. on the _____ day of _____, 20____ at the Alamo City Hall, at which time all interested citizens are invited to attend.

Statement of Hardship: _____

I understand that said variance request may or may not be approved by the Planning and Zoning Commission and the Alamo Board of Commissioners and that the application fee of one hundred twenty-five dollars (\$125.00) is non-refundable even if the application is withdrawn. I also understand that all the required information must be completed before the application can be processed.

[Handwritten Signature]

7/31/09

Signature of Applicant

Date

FOR OFFICIAL USE ONLY

Received by: Dalia Date: 7/31/09

Application fee (\$125.00):

Cash _____ Check No. 5056 Money Order No. _____

CITY OF ALAMO

REC#: 00890722 7/31/2009 10:10 AM
OPER: JVI TERM: 003
REF#: 5056

TRAN: 900.4502 Other Permits
ESCOBEDO, JORGE-515 E. BUS HWY
83
VARIANCE REQUEST 125.00CR

TENDERED: 125.00 CHECK
APPLIED: 125.00-

CHANGE: 0.00

TEXAS STATE BANK
Deed of Trust

THE STATE OF TEXAS
COUNTY OF HIDALGO

KNOW ALL MEN BY THESE PRESENTS

THAT: JORGE ESCOBEDO AND WIFE, LIZA STA JUANA, whose address is 113 Nolana, McAllen of the County of Hidalgo in the State of Texas, 78504-2529 hereinafter called "Grantors," (whether one or more) in consideration of TEN DOLLARS (\$10.00) in hand paid, and of the debt and trust herein after mentioned, have granted sold and conveyed, and by these presents do grant, sell and convey unto PAUL S. MOXLEY, TRUSTEE(s), hereinafter called "Trustee" (whether one or more), and to his successors in trust, the following described land and other property situated in the County of Hidalgo, State of Texas:

All of Lots 1, 2, 3, 4, 5, 6, 7, 8 and 9, Block 48, and alley in the North ½ of Block 48, ORIGINAL TOWNSITE OF ALAMO, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 2, Page 55, Map Records of Hidalgo County, Texas.

SAVE AND EXCEPT a portion out of Lot 6, Block 48, conveyed to the State of Texas disclosed in Deed dated July 21, 2000, filed for record on October 19, 2000 in the office of the County Clerk of Hidalgo County, Texas, under Document No. 914180.

together with all buildings and improvements thereon and hereafter placed thereon; appurtenances, servitudes, rights, ways, privileges, prescriptions and advantages thereunto belonging or in anywise appertaining, hereinafter called "Mortgaged Premises";

TO HAVE AND TO HOLD the Mortgaged Premises unto the Trustee forever. Grantors hereby bind themselves to warrant and forever defend the title to the Mortgaged Premises, or any part thereof, unto the Trustee against all persons whomsoever claiming or to claim the same or any part thereof.

1. This Conveyance is in trust, however, to secure the indebtedness, present and future owing and to become owing to Texas State Bank, McAllen (the "Noteholder") whose address is Post Office Box 4797, McAllen Hidalgo County, Texas 78502-4797 as follows:

(a) All indebtedness now and hereafter evidenced and to be evidenced by that certain promissory note of even date herewith in the principal sum of TWO HUNDRED SIXTY TWO THOUSAND AND NO/100THS DOLLARS (\$262,000.00) bearing interest at the rate or rates therein stated, principal and interest payable to the order of Noteholder on the dates therein stated, executed by JORGE ESCOBEDO AND WIFE, LIZA STA JUANA said note maturing on MARCH 13, 2012 ("the Note").

(b) All other obligations, if any described or referred to in any other paragraph of this instrument.

(c) Any extensions, renewals and rearrangements of said note, notes or obligations or of any indebtedness evidenced thereby.

(d) Any and all sums, together with interest accruing thereon as herein provided, which may hereafter be advanced by Noteholder under the terms of this instrument on accounts of the failure of Grantors to keep, observe or perform Grantor's covenants under this instrument, as hereinafter provided.

(e) All other indebtedness of Grantors now or hereafter incurred, which is held or owned by Noteholder, whether direct or indirect; primary or secondary; fixed or contingent; joint, several or both; and regardless of how evidenced, incurred or arising, including, but not limited to, any indebtedness incurred or arising under any loan agreement, guaranty or other instrument now or hereafter executed by Grantors, it being contemplated that Noteholder may lend additional sums to grantors or may acquire and become the owner and holder of other indebtedness of Grantors from time to time, but shall not be obligated to do so, and Grantors agree that if Grantors should thus become indebted to Noteholder in any such additional sum or sums (except in cases where the interest rate, the maturity or both is expressly otherwise agreed upon) such indebtedness shall bear interest at the maximum rate allowed by law (the Note and all other such indebtedness incurred by Grantors with the Noteholder being hereinafter collectively referred to as the "indebtedness"). Anything to the contrary notwithstanding, this paragraph (c) shall not apply if the mortgaged premise constitutes grantors business or residential homestead.

2. As additional security for the payment of said debt, Grantors hereby transfer and assign unto the Noteholder:

(a) All judgments, awards of damages and settlements hereafter made resulting from condemnation proceeding or the taking of all or any part of the Mortgaged Premises under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Mortgaged Premises or to any rights appurtenant thereto. The Noteholder is hereby authorized, but shall not be required, on behalf and in the name of Grantors, to execute and deliver valid acquittances for, and to appeal from, any such judgments or awards. The Noteholder may apply all such sums or any part thereof so received, after the payment of all expenses, including costs and attorney's fees, on the debt in such manner as the Noteholder elects.

(b) All bonuses, rents and royalties accrued or to accrue under all oil, gas or mineral leases now existing or which may hereafter come into existence. Grantors direct payment of the same to the Noteholder, at the option of the Noteholder and upon written demand of the Noteholder therefor, to be applied to the debt until paid, whether due or not, and either before or after any default under the terms of this Deed of Trust or the Note.

(c) All rents, issues and profits of the Mortgaged Premises, including, but not limited to, all unsevered crops, or Grantors' interest therein. Grantors direct payment of the same to the Noteholder to be applied to the debt until paid, whether due or not. This assignment shall become operative upon any default of Grantors under the terms of this Deed of Trust or the Note and shall remain in full force and effect so long as any default continues in the matter of making any of the payment or the performances of any of the covenants set forth in this Deed of Trust or the Note. All lessees of the Mortgaged Premises are hereby authorized and directed to pay all such rents as they accrue directly to Noteholder upon his demand.

3. The proceeds of the Note to the extent that the same are utilized to take up any outstanding liens against the Mortgaged Premises, or any portion thereof, have been advanced by the Noteholder at Grantors' request and upon Grantors' representation that such amounts are unpaid and are secured by valid liens against the Mortgaged Premises. The noteholder shall be subrogated to any and all rights, superior, titles, liens and equities owned or claimed by an owner or holder of any outstanding liens and debts, however remote, regardless of whether said liens or debts are acquired by the Noteholder by assignment or are released by the holder thereof upon payment.

4. Grantors further covenant and agree:

(a) That Grantors will pay the principal of and interest on the Note in accordance with the terms thereof. That Grantors are seized of the Mortgaged Premises and are entitled to convey the same; that Grantors will make such further assurance of title as may be necessary to fully confirm to the Trustee the title to the Mortgaged Premises.

(b) That all awnings, door and window screens, storm windows and doors, mantels, cabinets, rugs, carpeting, linoleum, wall and in-a-door beds, stoves, shades, blinds, oil and other fuel-burning systems and equipment, water heaters, radiator covers, and all plumbing, heating, lighting, cooking, ventilating, cooling, air-conditioning and refrigerating apparatus and equipment, and such goods and chattels and personal property as are ever furnished by landlords in letting or operating an unfurnished building, or which are or shall be attached to said building by nails, screws, bolts, pipe connections, masonry, or in other manner, and all additions thereto and replacement thereof, and such built-in equipment as shown by plans and specifications, are and shall be deemed to be fixtures and accessions to the Mortgaged Premises, being hereby agreed to be immovables and a part of the realty as between the parties hereto, and shall be deemed to be a part and portion of the Mortgaged Premises.

(c) That Grantors will pay (prior to delinquency) all taxes and assessments levied or assessed upon the Mortgaged Premises, or the interest created therein by this Deed of Trust, and exhibit the receipts therefore to the Noteholder (unless such payments are made by the Noteholder, as hereinafter provided), and will defend the title and possession of the Mortgaged Premises to the end that this Deed of Trust shall be and remain a first lien on the Mortgaged Premises until the debt is paid unless this deed of trust shall expressly stipulate that the lien created hereby is intended to be other than a first lien against the mortgaged property in which event, grantors will defend this deed of trust as herein set forth. That Grantors will pay all attorney's fees and expenses which may be incurred by the Noteholder in enforcing the terms of the Note and this Deed of Trust or in any suit in which the Noteholder may become a party where this Deed of Trust or the Mortgaged Premises is in any manner involved, and all expenses incurred in presenting a claim against the estate of a decedent or a bankrupt.

(d) That Grantors will keep all insurable Mortgaged Premises insured against all hazards including flood for the protection of the Noteholder in such a manner, in such amounts, and in such companies as the Noteholder may approve, and keep the policies therefor, properly endorsed, on deposit with the Noteholder. If renewal policies are not delivered to the Noteholder thirty 30 days before the expiration of existing policy of policies, with evidence of premiums paid, the Noteholder may, but is not obligated to, obtain the required insurance on behalf of Grantors (or insurance in favor of the Noteholder alone) and pay the premiums thereon. Grantors assign to the Noteholder all right and interest in all such policies if insurance and authorize the Noteholder to collect for, adjust, or compromise any losses under any insurance policy on the Mortgaged Premises and loss proceeds (less expenses of collection) shall, at the Noteholder's option, be applied on the debt, whether due or not, or to the restoration of the Mortgaged Premises, or be released to Grantors, but such application or release shall not cure or waive any default.

(e) That, when requested by the Noteholder, Grantors will pay with and in addition to the monthly payments of principal and interest payable under the terms of the Note, on the same day as the principal and interest installments are due payable, a sum equal to one-twelfth of the estimated annual ground rents, taxes, hazard insurance premium, flood insurance premiums and special assessments, if any next due on the Mortgaged Premises. If the amount so paid is not sufficient to pay such ground rents, taxes, hazard insurance premiums, flood insurance premiums and assessments when due, then Grantors will deposit immediately with the Noteholder an amount sufficient to pay same. If there is a default under any of the provisions of this Deed of Trust resulting in a sale of the Mortgaged Premises or foreclosure, or if the Noteholder acquires the Mortgaged Premises otherwise after default, the Noteholder shall apply, at the time of commencement of such proceedings or at the time the property is otherwise acquired, the balance then remaining of the funds accumulated under this provision as a credit against the amount then remaining unpaid under the Note. No interest shall accrue or be allowed on any payments made under the provisions of this paragraph.

(f) That Grantors will not commit or permit any waste on the Mortgaged Premises and will keep the buildings, fences and all other improvements now or hereafter erected on the Mortgaged Premises in sound condition and in good repair and will neither do nor permit to be done anything to the Mortgaged Premises that may impair the value thereof and the Noteholder shall have the right of entry upon the Mortgaged Premises at all reasonable times for the purpose of inspecting the same and making any necessary repairs to the improvements located on the mortgaged premises.

5. The Noteholder, without notice, may take possession of the Mortgaged Premises upon default of Grantors under the terms of this Deed of Trust or the Note, rent the same for the account of Grantors, deduct from the rents all expenses and apply the remainder to the debt.

6. Grantors expressly agree that should Grantors, without the prior written consent of Noteholder, transfer, convey or mortgage all or any part of the Mortgaged Premises, absolutely or as security for an indebtedness or other obligation, whether done by a direct or an indirect method, or enter into any contractual arrangement to do so, Noteholder shall have the right and option to declare the entire amount of the Note to be due and payable. Noteholder shall have such right and option absolutely, irrespective of whether or not the transfer or conveyance would or might (i) diminish the value of any security for the Note, (ii) increase the risk of default under this instrument, (iii) increase the likelihood of Noteholder's having to resort to any security for the Note after default or (iv) add or remove the liability of any person or entity for payment or performance of the Note or any covenant or obligation under this instrument. In order to exercise such right and option, Noteholder shall give written notice to Grantors and to the party to whom such property was conveyed by Grantors that the entire outstanding balance of the Note has been declared due and payable. The failure to pay the Note in full within ten (10) days after the giving of such notice of acceleration to Grantors shall constitute an event of default under this instrument and the Trustee shall be and is hereby authorized and empowered when requested to do so by Noteholder after such default to sell the Mortgaged Premises as herein provided.

7. In the event the ownership of the Mortgaged Premises, or any part thereof, becomes vested in a person other than Grantors, the Noteholder may without notice to Grantors deal with such successor or successors in interest with

reference to this Deed of Trust and to said debt in the same manner as with Grantors without in any way vitiating or discharging Grantors' liability hereunder or upon the debt. No sale of the Mortgaged Premises and no forbearance on the part of the Noteholder and no extension of the time for the payment of the debt hereby secured, given by the Noteholder, shall operate to release, modify, change, or affect the original liability of Grantors, either in whole or in part.

8. The Noteholder, without notice, may release any part of the Mortgaged Premises, or any person, liable for the debt, without in any way affecting the lien hereof upon any part of the Mortgaged Premises not expressly released, or the liability of debtors not expressly released, and may agree with any party obligated on the debt, or having any interest in the Mortgaged Premises, to extend the time for payment of any part or all of the debt. Such agreement shall not in any way release or impair the lien hereof, but shall extend the lien hereof as against the title of all parties having any interest in the Mortgaged Premises which interest is subject to this Deed of Trust.

9. Grantors waive the benefit of all laws now existing or that hereafter may be enacted providing for (i) any appraisal before sale of any portion of the Mortgaged Premises, commonly known as Appraisal Laws, and (ii) the benefit of all laws that may be hereafter enacted in any way extending the time for the enforcement of the collection of said debt or creating or extending a period or redemption from any sale made for the collection of said debt, commonly known as Stay laws and Redemption laws, and Grantors hereby agree and contract that such laws of the State of Texas, save as above excepted, now in force relative to the collection of said debt and the application thereof, are expressly adopted and made a part hereof.

10. The Noteholder may, at the Noteholder's option, without demand or notice and without waiver of any right, pay or discharge any lien or claim upon the Mortgaged Premises or pay any tax or assessment, and upon such payment, the Noteholder shall be subrogated respectively to the rights of the holder of such lien or claim or to the rights of the taxing authority; the Noteholder may advance any unpaid insurance premiums, whenever Grantors have failed to properly maintain the improvements, the Noteholder may make repairs necessary for the proper preservation of the security. Grantors agree to pay to the Noteholder, upon demand, any and all disbursements made under the provisions of this Deed of Trust together with interest thereon at the rate which the principal of the Note shall bear after default from the respective dates of such disbursements, and all such disbursements shall become a part of the debt, payable at the same place specified in the Note.

11. Acceptance by the Noteholder of any payment in an amount less than the amount then due on said debt shall be deemed an acceptance on account only, and the failure to pay the entire amount then due shall be and continue to be a default; at any time thereafter, and until the entire amount then due on said debt has been paid, the Noteholder shall be entitled to exercise all rights conferred upon it in this instrument upon the occurrence of a default.

12. If Grantors make an assignment for the benefit of creditors, or if a receiver is appointed for any part of the Mortgaged Premises, or if Grantors are adjudicated a bankrupt, or if Grantors institute any proceedings under the Federal Bankruptcy Laws of the United States, then on the happening of any one of these events, the whole of said debt shall immediately become due and payable, at the option of the Noteholder, and the Noteholder may proceed with foreclosure as herein provided.

13. If Grantors shall well and truly pay, or cause to be paid, the Note, and other indebtedness hereby secured and do keep and perform each and every covenant, condition, and stipulation herein and in the Note contained, then these presents shall become null and void; otherwise to be and remain in full force and effect. If there is a default in any payment, or part thereof, under the Note, or if Grantors shall fail to keep or perform any of the covenants, conditions or stipulations herein, then the Note, together with all other sums secured hereby shall, at the option of the Noteholder, become at once due and payable without demand or notice, and the Trustee, when requested to do so by the Noteholder, after such default, shall sell the Mortgaged Premises at public auction to the highest bidder for cash, between the hours of ten o'clock A.M. and four o'clock P.M. on the first Tuesday in any month, at the door of the Court House in the County in which the Mortgaged Premises, or any part thereof, are situated, after advertising the time, place, terms of said sale, and after giving notice, posting, filing and conducting said sale as is required by Section 51.002 of the Texas Property Code, as now amended (it being the intention of all parties that the aforesaid Section 51.002 shall control over any conflicts with the printed portion of this Deed of Trust), and the Mortgaged Premises to be sold by posting, or causing to be posted, at least twenty-one (21) consecutive days prior to the date of said sale, written or printed notices thereof at the courthouse doors in each of the Counties in which the Mortgaged Premises are situated, (such notices shall designate the County where the Mortgaged Premises will be sold). In addition, the holder of the debt to which the power is related shall at least twenty-one (21) days preceding the date of sale serve written notice of the proposed sale by certified mail on each debtor obligated to pay such debt according to the records of such holder. Service of such notice shall be completed upon deposit of the notice, enclosed in a postpaid wrapper, properly addressed to such debtor at the most recent address as shown by the records of the holder of the debt in a post office or official depository under the care and custody of the United States Postal Service. The affidavit of any person having knowledge of the facts to the effect that such service was completed shall be prima facie evidence of the fact of service. Grantors authorize and empower the Trustee to sell the Mortgaged Premises, together, or in lots or parcels, as the Trustee shall deem expedient, and to execute and deliver to the purchaser or purchasers thereof good and sufficient deeds of conveyance thereto by fee simple title, with covenants of general warranty, and the title of such purchaser, or purchasers, when so made by the Trustee, Grantors bind themselves to warrant and forever defend; and to receive the proceeds of said sale which shall be applied as follows: (i) to the payment of all necessary actions and expenses incident to the execution of said trust, including a reasonable fee to the Trustee, not exceeding five percent (5%) of the gross proceeds of the sale of the Mortgaged Premises; (ii) to the payment of the Note, to the amount of the principal sum and accrued interest legally due thereon, all other sums secured hereby, and to the payment of attorney's fees as in the Note provided, and (iii) the remainder, if any, shall be paid to Grantors or such other person or persons entitled thereto by law.

To the extent not prohibited by applicable law, Grantors will pay all costs and expenses and reimburse Noteholder for any and all expenditures of every character incurred or expended from time to time, regardless of whether or not a default shall have occurred, in connection with Noteholder's evaluating, monitoring, administering and protecting the Mortgaged Premises, and creating, perfecting and realizing upon Noteholder's security interests in and liens on the Mortgaged Premises and all costs and expenses relating to Noteholder exercising any of its rights and remedies hereunder or at law, including, without limitation, all appraisal fees, consulting fees, filing fees, taxes, brokerage fees and commissions, fees incident to security interest, lien and other title searches and reports, escrow fees, attorney's fees, legal expenses, court costs, auctioneer fees and expenses, other fees and expenses incurred in connection with liquidation or

sale of Mortgaged Premises and all other professional fees. Any amount to be paid hereunder by Grantors to Noteholder shall be a demand obligation owing by Grantors to Noteholder and, to the extent not prohibited by applicable law, shall bear interest from the date of expenditure until paid at the maximum nonusurious rate of interest from time to time permitted by applicable law ("Highest Lawful Rate"). At all such times, if any, that Chapter One ("Chapter One") of Title 79, Texas Revised Civil Statutes, 1925, as amended (the "Texas Credit Code") establishes the Highest Lawful Rate, the Highest Lawful Rate shall be the "indicated rate ceiling" (as defined in Chapter One) from time to time in effect.

14. The Noteholder shall have the additional right, upon the commencement of any action to enforce the lien herein given, to have appointed by the court, in which said action is instituted, a receiver to take possession of the premises and collect the said rents, issues, and profits arising from the Mortgaged Premises. This provision is a right created by this contract and is cumulative of, and is not to affect in any way the right of the Noteholder to the appointment of a receiver given the Noteholder by law.

15. If default be made in the payment of any installment of the note, any part hereof, or if for any reason (other than the fault of the Noteholder) Grantors fail to keep or perform any of the covenants, conditions, or stipulations herein, the Noteholder shall have the option to proceed with foreclosure in satisfaction of such item, either through the courts or by directing the Trustee to proceed as if under a foreclosure, conducting the sale as herein provided and without declaring the whole debt due, and provided that if said sale is made because of such default, such sale may be made subject to the un-matured part of the Note and debt secured by this Deed of Trust, and such sale, if so made, shall not in any manner affect the un-matured part of the debt secured by this Deed of Trust, but, as to such un-matured part this Deed of Trust shall remain in full force as though no sale had been made under the provisions of this paragraph. Several sales may be made without exhausting the right of sale for any un-matured part of said debt, it being the purpose to provide for a foreclosure and sale of the Mortgaged Premises for any matured portion of said debt without exhausting the power of foreclosure and to sell the Mortgaged Premises for any other part of said debt whether matured at the time or subsequently maturing.

16. In case of any sale hereunder, all prerequisites to the Sale shall be presumed to have been performed, and in any conveyance given hereunder, all statements of facts or other recitals therein made as to the nonpayment of money secured, or as to the request to the Trustee to enforce this trust, or as to the proper and due appointment of any substitute trustee, or as to the advertisement of sale, or time, place and manner of sale, or as to any other preliminary fact or thing, shall be taken in all courts of law or equity as prima facie evidence that the facts so stated or recited are true.

17. At the option of the Noteholder, with or without any reason, a successor or substitute trustee may be appointed by the Noteholder without any formality other than a designation in writing of a successor or substitute trustee, who shall thereupon become vested with and succeed to all the powers and duties given to the Trustee herein named, the same as if the successor or substitute trustee had been named original Trustee herein; and such right to appoint a successor or substitute trustee shall exist as often and whenever the Noteholder desires. If the Noteholder is a corporation, the corporation may act through any authorized officer, and whenever the Noteholder desires. If the Noteholder is a corporation, the corporation may act through any authorized officer, or by any agent or attorney in fact properly authorized by any such officer.

18. The exercise of any option given under the terms of this Deed of Trust shall not be considered as a waiver of the right to exercise any other option given herein, and the filing of a suit to foreclose this Deed of Trust, either on any matured portion of the debt or for the whole debt, shall never be considered an election so as to preclude foreclosure under power of sale after a dismissal of the suit; nor shall the filing of the necessary notices for foreclosure, as provided in this Deed of Trust, preclude the prosecution of a later suit thereon.

19. Any sale of the Mortgaged Premises under this Deed of Trust shall, without further notice, create the relation of landlord and tenants at sufferance between the purchaser and grantors; upon failure to surrender possession thereof, Grantors may be removed by a writ of possession at suit of the purchaser.

20. Nothing herein contained shall be so construed or operate as to require Grantors to pay interest on the Note or Notes, or any other liability or debt now existing or hereafter to exist, at a rate greater than that allowed by the laws of the State of Texas, and if any provisions herein contained do, or would presently or prospectively operate to make this Deed of Trust or any part thereof void, voidable or ineffective, then those provisions only shall be held for naught and as though not herein contained and shall be without effect upon or prejudice to the remaining provisions, which shall nevertheless remain operative.

21. In the event of the passage after the date of this instrument, of any law, which deducts any lien on the Mortgaged Premises from the value of the Mortgaged Premises for the purpose of taxation of deeds of trust or debts secured thereby, for state or local purposes, or which law changes the manner or collection of any such taxes so as to affect the interest of the Noteholder, the whole sum secured by this instrument with interest thereon, at the option of the Noteholder, shall immediately become due, payable and collectible without notice to any party.

22. If the lien of this Deed of Trust is invalid or unenforceable as to any part of the debt, or if the lien is invalid or unenforceable as to any part of the Mortgaged Premises, the unsecured or partially secured portion of the debt shall be completely paid prior to the payment of the remaining and secured or partially secured portion of the debt, and all payments made on the debt, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid on and applied to the full payment of that portion of the debt which is not secured or fully secured by the lien of this Deed of Trust.

23. Whenever used the singular number shall include the plural, the plural the singular, the use of any gender shall include all genders. The words "Grantors" and "Noteholders" shall include their heirs, executors, administrators, successors and assigns and the word "Trustee" shall include his successors and substitute trustees.

The debt secured hereby is in renewal and extension but not in extinguishment of that certain indebtedness described as follows:

The debt evidenced by the note is in part payment of the purchase price of the property; the debt is secured by this deed of trust and by a vendor's lien on the property, which is expressly retained in a deed of even date given by LIONEL D. NOLAND AND WIFE, BERNICE A. NOLAND to Grantor. This deed of trust does not waive the vendor's lien, and the two liens and the rights created by this instrument shall be cumulative. Noteholder may elect to foreclose under either of the liens without waiving the other or may foreclose under both. The deed is incorporated into this deed of trust.

EXECUTED this 13th day of MARCH, 2007.

Jorge Escobedo

JORGE ESCOBEDO

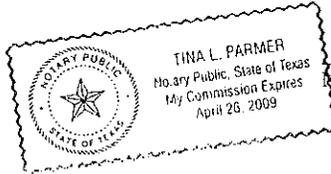
Liza Sta Juana

LIZA STA JUANA

(Individual Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on this 13 of March, 2007 by JORGE ESCOBEDO.



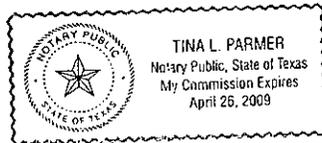
Tina L. Parmer

Notary Public, State of Texas

(Individual Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on this 13 of March, 2007 by LIZA STA JUANA.



Tina L. Parmer

Notary Public, State of Texas

TRUSTEE IS:
PAUL S. MOXLEY
For Texas State Bank
3900 N. 10th Street
McAllen, Texas 78501

RETURN TO:
TEXAS STATE BANK
3900 N. 10th Street
McAllen, Texas 78501
Loan No. 31096929

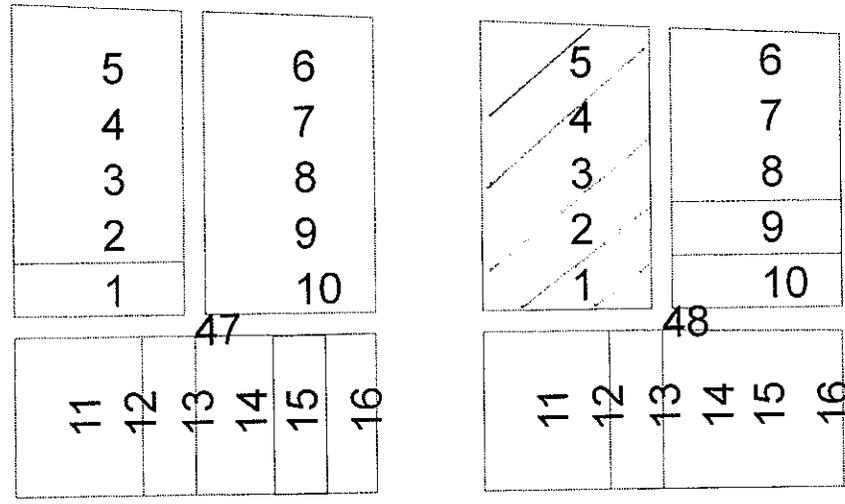
(HTL:DOCS\13875-DT)ju

14
13
12
22
21
20
19
18
17
16
15
14
13
12

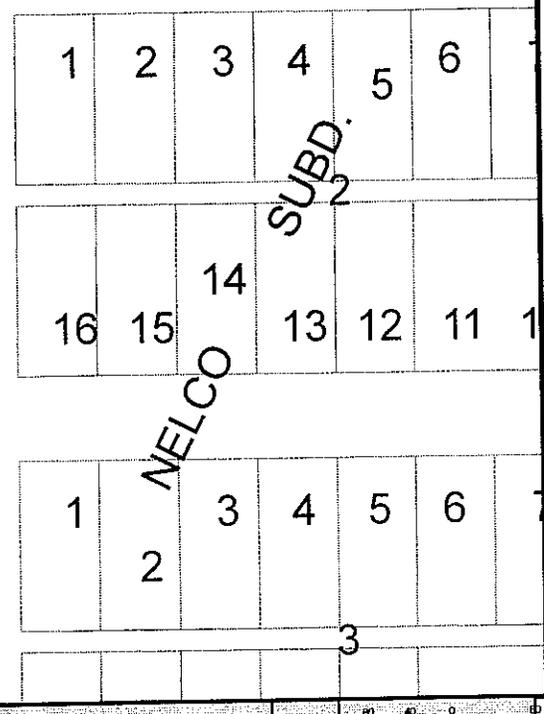
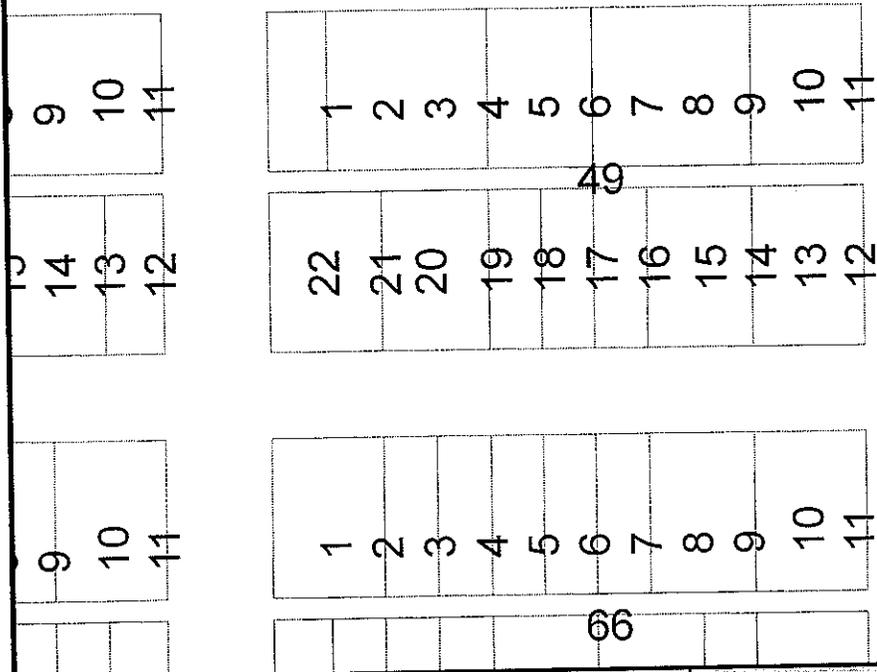
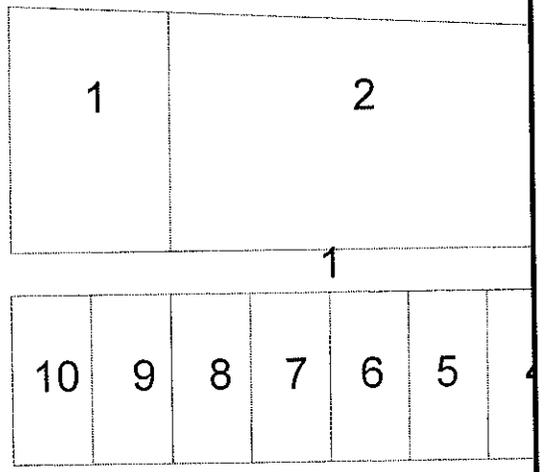
D AVENUE

TRACKAGE OUT LOT "G"

D U.S. 83



TOWER ROAD



**CITY OF ALAMO
PLANNING DEPARTMENT**

**JORGE ESCOBEDO
515 E. BUS. HWY 83**

N
1 inch equals 380.072315 feet
August 5, 2009



Rudy Villarreal

Mayor

Diana Martinez

Mayor Pro-Tem

Victor Perez

Commissioner

Jesus "Jesse" Vela, Jr.

Commissioner

Roel Landa, Jr.

Commissioner

Luciano Ozuna, Jr.

City Manager



PLANNING AND ZONING DEPARTMENT

August 14, 2009

Jorge Escobedo
1132 S. 7th ST.
Alamo, TX 78516

RE: Application for a Variance

Dear Mr. Escobedo:

Your application for a Variance request has been processed by our office. The request will be on the **Tuesday, August 18, 2009** Planning and Zoning meeting agenda. The meeting will be held at **6:00 p.m.** in the conference room of the Municipal Building at 420 N. Tower Road, Alamo, Texas.

Please make arrangements to attend. Should you not be able to attend, have someone on your behalf to represent you in order to answer any questions that the Planning and Zoning Commission may have. If you have any further questions, contact our office at (956) 787-0006, Ext. 128.

Sincerely,

A handwritten signature in cursive script that reads "Dalia Zuniga".

Dalia Zuniga
Planner I

Rudy Villarreal

Mayor

Diana Martinez

Mayor Pro-Tem

Victor Perez

Commissioner

Jesus "Jesse" Vela, Jr.

Commissioner

Roel Landa, Jr.

Commissioner

Luciano Ozuna, Jr.

City Manager



PLANNING AND ZONING DEPARTMENT

August 20, 2009

Jorge Escobedo
1132 S. 7th St.
Alamo, TX 78516

RE: Planning and Zoning Commission recommendation on a Variance request.

Dear Mr. Escobedo:

This letter is to inform you that at the Regular Planning and Zoning Meeting of **August 18, 2009** the Planning and Zoning Commission voted to **deny** your variance request.

Your request will now be presented to the City of Alamo Board of Commissioners at the Regular Meeting of **Tuesday, September 1, 2009 at 7:00 p.m.** in the conference room of the Municipal Building located at 420 N. Tower Rd. The City Commission will have the final vote on your variance request.

You are encouraged to attend this meeting so that any questions by the City Commission can be addressed. If you need further assistance, please contact the Community Planning & Development Department at (956) 787-0006 ext. 128

Sincerely,

Dalia Zuniga

Planner I

PLANNING DEPARTMENT

STAFF REPORT

TO: Mayor and City Commission
FROM: Dalia Zuniga, Planner I
DATE: August 28, 2009

.....

APPLICANT: Bernardo Saenz, Jr.
REQUEST: Variance
PHYSICAL LOCATION: 1142 S. Alamo Road
LEGAL DESCRIPTION: The South 15.0 acres of Lot 4, Block 28, Alamo Land and Sugar Company Subdivision.
PURPOSE: To construct a commercial building on an unsubdivided piece of property.

GENERAL INFORMATION

Applicable Ordinance: Title 11- Subdivision Regulations; Chapter 1 General Subdivision Regulations; Section 11-1-2 Purpose

PHYSICAL CHARACTERISTICS

Zoning and Land Use: "C" Commercial District/ "R-1" Single-Family Dwelling District
Subject Property: Inside City Limits
North: "C" Commercial District
East: "R-1" Single-Family Dwelling District
South: "C" Commercial District /"R-1" Single-Family Dwelling District
West: "C" Commercial District/ "R-1" Single-Family Dwelling District
Lot Dimensions: N/A

SUBDIVISION

Utilities: City water and sewer
Easement or Alleys: Per City requirements.

SPECIAL INFORMATION

Setbacks Required: Need to conform to required Front Yard 0', Side Yard 0'; Rear 15'
Setback Proposed: As required.
Other non-conformities: N/A

ANALYSIS

Special Conditions: N/A
Ordinance Intent: Proper development of land to provide for the orderly, safety, morals and general welfare of the community.
Public Notification: Request was advertised in The Advance News Journal August 5, 2009.
Similar Request: N/A
Comments from Building Officials: Must comply with code requirements.

ATTACHMENTS

Application
Warranty Deed
Location Map
Site Plans

STAFF RECOMMENDATIONS

To Deny: Title 11- Subdivision Regulations; Chapter 1 General Subdivision Regulations; Section 11-1-2 Purpose

P & Z COMMISSION RECOMMENDATION
(Tuesday, August 18, 2009)

Purpose: To construct a commercial building on an unsubdivided piece of property.

Action: Mr. Ricardo Chavez motioned to approve the variance request. Mr. Tomas Villagomez seconded the motion. Motion carried.

Voting: Six (6) members present and voting.

Absent: Evaristo Bocanegra

CHAPTER 1

GENERAL SUBDIVISION REGULATIONS

SECTION:

- 11-1-1: Authority
- 11-1-2: Purpose
- 11-1-3: Definitions
- 11-1-4: Word Construction
- 11-1-5: Interpretation of Provisions
- 11-1-6: Conformance to General Plan
- 11-1-7: Disclaimer of Liability
- 11-1-8: Compliance with Provisions

11-1-1: **AUTHORITY:**

- A. This Title is adopted under the authority of the Constitution and the laws of the State of Texas, including particularly chapter 231, Acts of the 40th Legislature, Regular Session, 1927, as heretofore or hereafter amended (compiled as chapter 212 of the Texas Local Government Code), and the provisions of the Municipal Annexation Act as heretofore or hereafter amended (compiled as chapters 42 and 43 of the Texas Local Government Code).
- B. This Title is adopted pursuant to the provisions of the Charter of the City. (Ord. 90-02, 6-5-90)

11-1-2: **PURPOSE:** The purpose of this Title is to provide for the orderly, safe, and healthful development of the area within the City and within the area of extraterritorial jurisdiction surrounding the City and to promote the health, safety, morals and general welfare of the community. Such purpose is to be promoted by provisions designed to:

- A. Restrict or prohibit subdivision of lands for uses which are dangerous to health, safety or property in times of flood or which,

with reasonably anticipated improvements, will cause excessive increases in flood heights or velocities¹.

- B. Protect individuals from buying lands which are unsuited for intended purposes because of flood hazards by prohibiting the subdivision of unprotected flood hazard lands, requiring that flood hazard areas be delineated on the final plat, and areas not suitable for development be subject to deed restrictions.
- C. Guide and assist and expedite the developers in correct procedure to be followed and to inform them of the general standards which shall be required.
- D. Protect the public interest by controlling the location, design, class and type of streets, sidewalks, utilities and essential services required.
- E. Provide for the public welfare, those essential areas for educational, recreational, industrial and commercial purposes. (Ord. 90-02, 6-5-90)

11-1-3: **DEFINITIONS:** For the purpose of this Title, the following terms, phrases, words, and their derivations shall have the meanings ascribed to them in this Section.

- ALLEY:** A way which extends only secondary means of access to abutting property. A minor public right of way, not intended to provide the primary means of access to abutting lots, which is used primarily for vehicular service access to the back or sides of properties otherwise abutting on a street.
- BLOCK:** A piece or parcel of land entirely surrounded by public highways, streams, streets, railroad rights of way or parts, etc., or a combination thereof.
- BUILDING SETBACK LINE:** The line within a property defining the minimum permissible horizontal distance between a building and the adjacent street right-of-way line.

1. See also Title 12 of this Code for flood control regulations.



CITY OF ALAMO

COMMUNITY PLANNING & DEVELOPMENT DEPARTMENT

VARIANCE REQUEST APPLICATION

Date: 7/30/2009

Presented by: BERNARDO SAEENZ JR

Physical address: 1142 S. Alamo Rd Alamo TX 78516

Mailing address: P.O. BOX 653 ALAMO TX 78516

Legal description: Lot(s) 15 ACRES LOT 4, Block 28, ALAMO LAND SUGAR COMPANY Subdivision

Phone: Home (956) 650-0673 Other

Notice is hereby given that as owner of the above property, a variance request or petition to the City of Alamo is being made for the purpose of:

COMMERCIAL BUILDING.

Said variance request or petition is set for a hearing by the Planning and Zoning Commission at 6:00 P.M. on the 18TH day of August, 2009 at the Alamo City Hall, at which time all interested citizens are invited to attend.

Statement of Hardship: IM AFRAID THAT IF I SPENT TO MUCH MONEY ON THE SUBDIVIDING I WONT HAVE ENOUGH TO FINISH THE PROJECT SHOWN HERE.

I understand that said variance request may or may not be approved by the Planning and Zoning Commission and the Alamo Board of Commissioners and that the application fee of one hundred twenty-five dollars (\$125.00) is non-refundable even if the application is withdrawn. I also understand that all the required information must be completed before the application can be processed.

[Signature]
Signature of Applicant

7/30/2009
Date

FOR OFFICIAL USE ONLY

Received by: *Dalia* Date: 7/30/09

Application fee (\$125.00):

Cash _____ Check No. _____ Money Order No. _____

CITY OF ALAMO

REC#: 00890636 7/30/2009 2:28 PM
OPER: JVI TERM: 003
REF#: 2689

TRAN: 900.4502 Other Permits
SAENZ, BERNARDO JR-ALAMO LAND
& SUGAR BLK 28 LOT 4
VARIANCE REQUEST 125.00CR

TENDERED: 125.00 CHECK
APPLIED: 125.00-

CHANGE: 0.00

51-1023

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

WARRANTY DEED WITH VENDOR'S LIEN

Date: JULY 14, 2009

Grantor: GEOVAL PROPERTIES, LTD., a Texas Limited Partnership

Grantor's Mailing Address:

321 NOLANA
MCALLEN, TEXAS 78504
HIDALGO COUNTY

Grantee: UNIVERSAL TRUCKERS, INC., a Texas Corporation

Grantee's Mailing Address:

P.O. BOX 653
ALAMO, TEXAS 78516
HIDALGO COUNTY

~~Consideration~~: Cash and a note of even date executed by Grantee and payable to the order of LONE STAR NATIONAL BANK in the principal amount of TWO HUNDRED SIX THOUSAND TWO HUNDRED FIFTY AND NO/100THS DOLLARS (\$206,250.00). The note is secured by a first and superior vendor's lien and superior title retained in this deed in favor of LONE STAR NATIONAL BANK and by a first-lien deed of trust of even date from Grantee to A. JABIER RODRIGUEZ, Trustee.

Property (including any improvements):

The South 15.0 acres of Lot 4, Block 28, ALAMO LAND AND SUGAR COMPANY SUBDIVISION, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 1, Page 24, Map Records of Hidalgo County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING at a pipe found at the Southeast corner of Lot 4, Block 28, for the Southeast corner of this tract of land and the POINT OF BEGINNING;

THENCE, North 81 degrees 15 minutes 00 seconds West, with the South line of said Lot 4, at 1,280.00 feet pass a half (1/2) inch iron rod found at the East right of way line of Alamo Road (F.M. 907), at 1,320.00 feet in all to the Southwest corner of said Lot 4, for the Southwest corner of this tract of land;

THENCE, North 08 degrees 45 minutes 00 seconds East, with the West line of said Lot 4, a distance of 495.00 feet to the Northwest corner of this tract of land;

THENCE, South 81 degrees 15 minutes 00 seconds East, at 40.00 feet pass a half (1/2) inch iron rod found at the East right of way of said Alamo Road (FM 907), at 1,320.00 feet in all to a half (1/2) inch iron rod found at the East line of said Lot 4, for the Northeast corner of this tract of land;

THENCE, South 08 degrees 45 minutes 00 seconds West, with the East line of said Lot 4, a distance of 495.00 feet to the POINT OF BEGINNING.

SAVE AND EXCEPT 30 feet centered on a pipeline right of way along the West and South lot lines claimed in fee by Hidalgo County Irrigation District No. 2.

As a material part of the Consideration for this deed, Grantor and Grantee agree that Grantee is taking the Property "AS IS" with any and all latent and patent defects and that there is no warranty by Grantor that the Property has a particular financial value or is fit for a particular purpose. Grantee acknowledges and stipulates that Grantee is not relying on any representation, statement, or other assertion with respect to the

Property condition but is relying on Grantee's examination of the Property. Grantee takes the Property with the express understanding and stipulation that there are no express or implied warranties except for limited warranties of title set forth in this Deed.

Reservations From and Exceptions to Conveyance and Warranty:

- A. Visible and apparent easements on or across the land herein described.
- B. Easements for Roadways as shown on the map of the subdivision herein referred to.
- C. Statutory rights in favor of Hidalgo County Irrigation District No. 2, pursuant to applicable sections of the Texas Water Code.
- D. Easements in favor of Hidalgo County Irrigation District No. 2.
- E. Reservation of all oil, gas and other minerals, as described in instrument dated July 15, 1967, recorded in Volume 1183, Page 75, dated May 23, 1973, recorded in Volume 1378, Page 412, Deed Records of Hidalgo County, Texas, dated March 5, 1996, filed for record on March 26, 1996 in the office of the County Clerk of Hidalgo County, Texas under Document No. 512702, reference to which instrument is here made for all purposes.
- F. Terms, conditions and stipulations contained in Oil, Gas and Mineral Lease dated March 30, 1948, recorded in Volume 82, Page 93, dated December 19, 1952, recorded in Volume 137, Page 156, dated July 23, 1957, recorded in Volume 208, Page 138, unitized in Volume 209, Page 25, dated April 15, 1976, recorded in Volume 358, Page 708, dated December 5, 1980, recorded in Volume 400, Page 805, amended in Volume 408, Page 412, Oil and Gas Records of Hidalgo County, Texas.
- G. Right of Way Easement dated October 28, 1952, recorded in Volume 766, Page 179 and refiled in Volume 767, Page 276, Deed Records of Hidalgo County, Texas.
- H. Irrigation Easement dated October 8, 1986, recorded in Volume 2354, Page 541, Official Records of Hidalgo County, Texas.
- I. Acknowledgement of Modified Terms dated March 5, 1996, filed for record on March 26, 1996, in the office of the County Clerk of Hidalgo County, Texas, under Document No. 512704.
- J. Easement and Right of Way dated August 25, 1998, filed for record on October 29, 1998 in the office of the County Clerk of Hidalgo County, Texas under Document No. 721090.
- K. Subject to rights of way, easements and conditions as more fully described and reserved in Warranty Deed recorded in Volume 19, Page 201, Deed Records of Hidalgo County, Texas. (along the West and South Boundary lines of said property)
- L. Standby fees, taxes and assessments by any taxing authority for the year 2009 and subsequent years.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions ~~to~~ Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

The vendor's lien against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute.

LONE STAR NATIONAL BANK, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the note. The first and superior vendor's lien against and superior title to the Property are retained for the benefit of LONE STAR NATIONAL BANK and are transferred to LONE STAR NATIONAL BANK without recourse against Grantor.

When the context requires, singular nouns and pronouns include the plural.

GEOVAL PROPERTIES, LTD., a Texas Limited Partnership

BY: GT HOLDINGS, L.L.C, a Texas Limited Liability Company

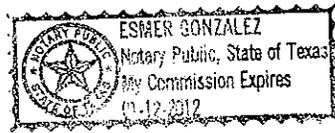
ITS: GENERAL PARTNER

BY: George Valente
GEORGE VALENTE ELIZONDO, Manager

STATE OF TEXAS)

COUNTY OF HIDALGO)

This instrument was acknowledged before me on July 14, 2009, by GEORGE VALENTE ELIZONDO, Manager of GT HOLDINGS, L.L.C., a Texas Limited Liability in its capacity as General Partner for GEOVAL PROPERTIES, LTD., a Texas Limited Partnership, on behalf of said partnership.



Esmer Gonzalez
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

GFA20257 EG
WINGATE LAW OFFICES
4228 N. McCOLL ROAD
McALLEN, TEXAS 78504
(TTLEDQCS 20257-WDVL.mf)

AFTER RECORDING RETURN TO:

UNIVERSAL TRUCKERS, INC.
P.O. BOX 653
ALAMO, TEXAS 78516

14TH ST. ANALISA AVE. O055500

F.M. ALAMO ROAD

14

MOORE RD.

ALAMO RD. ROSE VLD. YELLOW ROSE. PLENA VISTA GARDENS. PLENA-VISTA CIRCLE. P7765. PLENA-VISTA DRIVE. 1-14, 26-27, 28-32, 33-41, -02, -00, -03, -07, -04, -06, -05, -04

MOORE ROAD M6252. COUNTRY LIVING ONEIDA CIRCLE ESTATES NO. 2. C902502. CALLE NARANJA. ALAMO ORCHARDS SUBD. A21000. 1-12, 13-14, 15-16, 17-22, 23-30, 31-34, 35-46, -08, -06, -14, -15, -13, -01, -02, -09, -04, -03, -07

AURELIO CONTRERAS. A645300. 1-17, 18-23, -05, -07, -09, -06, -04, -03, -16, -01, -18, -11, -01, -18, 4, -00

BONITA ESTATES. SOUTH 8TH STREET. PAULI. 1-23, 45-49, -05, -06, -02, -01, -04, -03, -07

EL GATO ROAD (HALL ACRE)

28

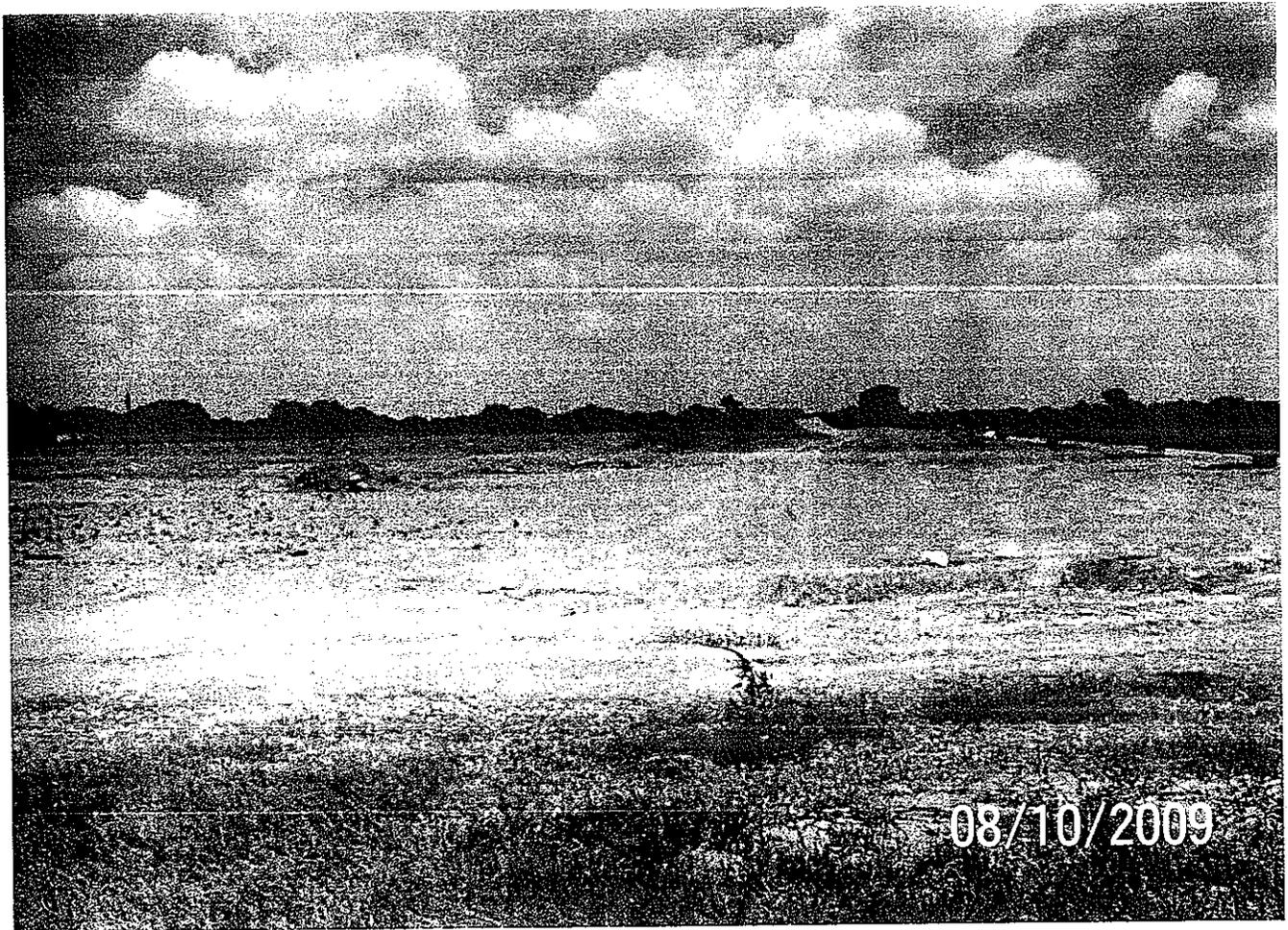
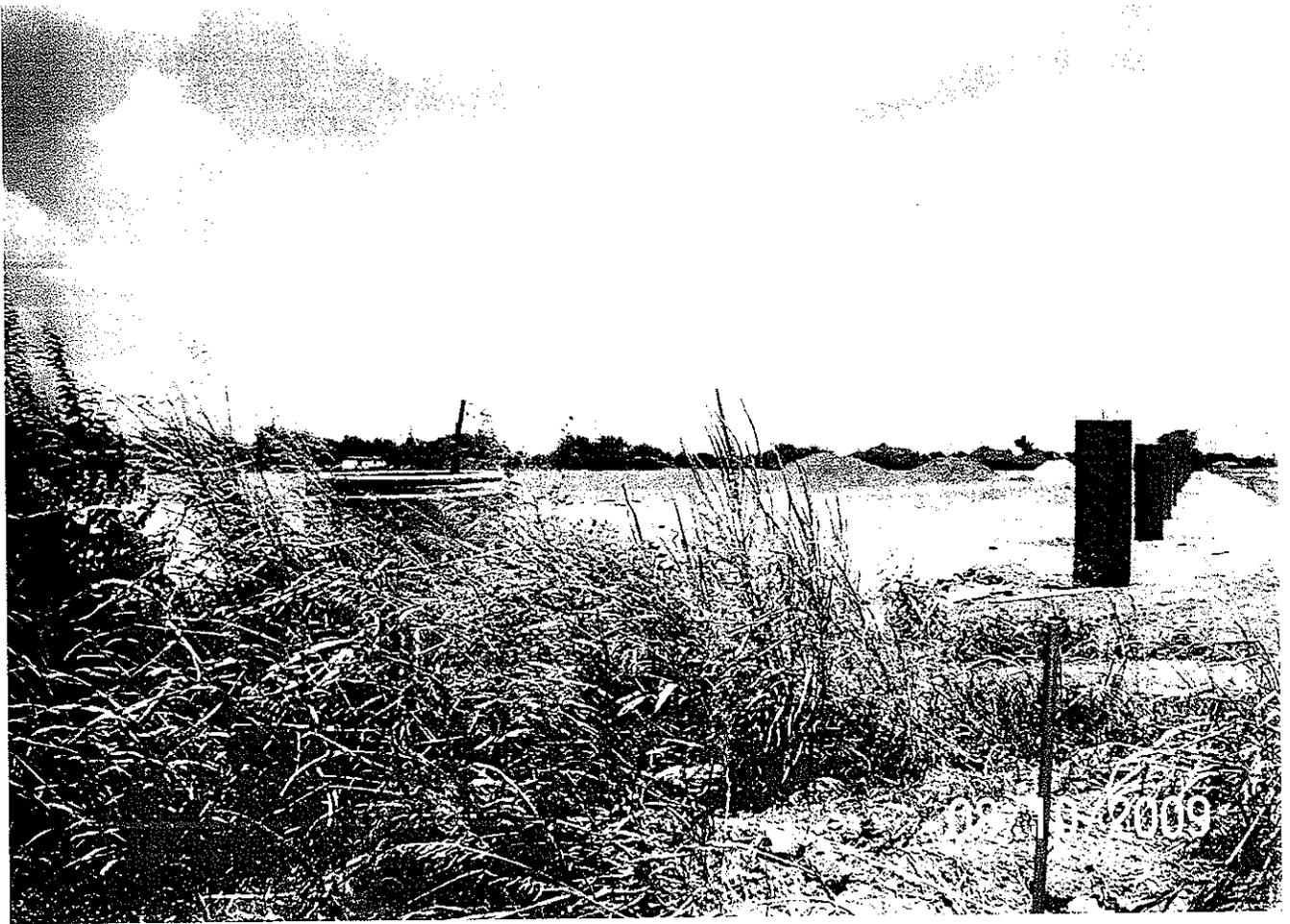
COLORADO STREET. 1-11, 12-13, 14-15, 16-17, 18-19, 20-21, 22-23, 24-25, 26-27, 28-29, 30-31, 32-33, 34-35, 36-37, 38-39, 40-41, 42-43, 44-45, 46

CITY OF ALAMO PLANNING DEPARTMENT

BERNARDO SAENZ, JR
1142 S. ALAMO ROAD



200 100 0 200 Feet
1 inch equals 464.513568 feet
August 5, 2009



Rudy Villarreal
Mayor
Diana Martinez
Mayor Pro-Tem
Victor Perez
Commissioner
Jesus "Jesse" Vela, Jr.
Commissioner
Roel Landa, Jr.
Commissioner
Luciano Ozuna, Jr.
City Manager



PLANNING AND ZONING DEPARTMENT

August 14, 2009

Bernardo Saenz, Jr.
P.O. Box 653
Alamo, TX 78516

RE: Application for a Variance

Dear Mr. Saenz:

Your application for a Variance request has been processed by our office. The request will be on the **Tuesday, August 18, 2009** Planning and Zoning meeting agenda. The meeting will be held at **6:00 p.m.** in the conference room of the Municipal Building at 420 N. Tower Road, Alamo, Texas.

Please make arrangements to attend. Should you not be able to attend, have someone on your behalf to represent you in order to answer any questions that the Planning and Zoning Commission may have. If you have any further questions, contact our office at (956) 787-0006, Ext. 128.

Sincerely,

Dalia Zuniga
Planner I

Rudy Villarreal

Mayor

Diana Martinez

Mayor Pro-Tem

Victor Perez

Commissioner

Jesus "Jesse" Vela, Jr.

Commissioner

Roel Landa, Jr.

Commissioner

Luciano Ozuna, Jr.

City Manager



PLANNING DEPARTMENT

August 20, 2009

Bernardo Saenz, Jr.
P.O. Box 653
Alamo, TX 78516

RE: Planning and Zoning Commission recommendation on Variance request.

Dear Mr. Saenz:

This letter is to inform you that at the Regular Planning and Zoning Meeting of **August 18, 2009** the Planning and Zoning Commission voted to approve your variance request.

Your request will now be presented to the City of Alamo Board of Commissioners at the Regular Meeting of **Tuesday, September 1, 2009 at 7:00 p.m.** in the conference room of the Municipal Building located at 420 N. Tower Rd. The City Commission will have the final vote on your variance request.

You are encouraged to attend this meeting so that any questions by the City Commission can be addressed. If you need further assistance, please contact the Community Planning & Development Department at (956) 787-0006 ext. 128

Sincerely,

A handwritten signature in cursive script that reads "Dalia Zuniga".

Dalia Zuniga
Planner I