

**Rudy Villarreal**  
*Mayor*

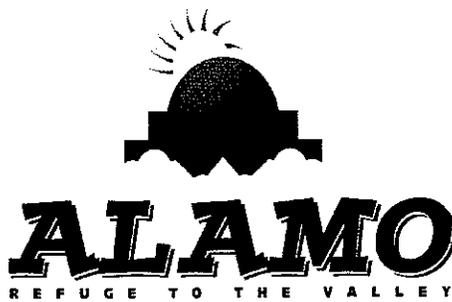
**Diana Martinez**  
*Mayor Pro-Tem*

**Jesus "Jesse" Vela, Jr.**  
*Commissioner*

**Victor Perez**  
*Commissioner*

**Roel Landa, Jr.**  
*Commissioner*

**Luciano Ozuna, Jr.**  
*City Manager*



**BOARD OF COMMISSIONERS  
REGULAR MEETING  
FOR THE MONTH OF SEPTEMBER  
TUESDAY, SEPTEMBER 15, 2009 - 7:00 P.M.  
ALAMO MUNICIPAL BUILDING  
420 N. TOWER ROAD  
ALAMO, TEXAS 78516**

If, during the course of the meeting covered by this notice the Board of Commissioners should determine that a closed meeting or executive session is required (1) for private consultation with the attorney for the authority with respect to matters where such attorney's duty to the Board of Commissioners clearly conflicts with the provisions of the open meeting Act, as authorized by Section 551.071, Government Code, V.T.C.S., or (2) for a private conference with one or more employees for the sole purpose of receiving information from or asking questions of any employees, as authorized by Section 551.075, Government Code, V.T.C.S., then such closed meeting or executive session will be held by the Board at the date, hour, and place given in this notice, or soon after the commencement of the Regular meeting covered by this notice.

Should any final action, decision, or vote be required with regard to any matter discussed in such meeting, or executive session, then such final action, decision, or vote shall be made at the open meeting covered by this notice upon reconvening of this public meeting, but only as to the items appearing on this agenda for such action.

**AT THIS MEETING THE CITY COMMISSION MAY DELIBERATE 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 award the depository contract
- D. Consideration and action regarding the re-rate proposal by the TML Intergovernmental Risk Pool

420 N. Tower Road . Alamo Texas 78516 (956) 787-0006 787-6807 fax

*"This institution is an equal opportunity provider, and employer."*

- E. Consideration and action on a resolution "Authorizing the Housing Authority of the City of Mercedes, Texas to exercise its powers within the territorial boundaries of the City of Alamo, Texas for Project Based Vouchers for a Housing Project for senior citizens and authorizing a cooperation agreement"
- F. Consideration and action to enter into an agreement with the Palm Valley Animal Center for animal shelter services
- G. Consideration and action on an Ordinance approving a revised Inter-local Agreement for the City of Alamo Tax Increment Reinvestment Zone (TIRZ) No. 1 by and between Hidalgo County and the City of Alamo and the Alamo TIRZ No. Board of Directors
- H. Consideration and action on a request form Macedonian Christian Academy for Police Assistance on Saturday October 10, 2009 to direct 5K/10K Run from 7:30 am to 9:45 am
- I. Consideration and action to appoint two (2) Commissioners to the Planning & Zoning Commission
- J. Consideration and action to purchase 0.049 of an acre out of Lt 15, Block 14, Alamo Land and Sugar Company's Subdivision from Olga Minerva Alvarado Ambriz for the Tower Road Project
- K. 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.

## **II. ADJOURNMENT**

Citizens are encouraged to sign the attendance sheet.

Posted By:



Diana Elizondo, Administrative Asst.  
September 11, 2009 @ 5:00 p.m.

420 N. Tower Road. Alamo Texas 78516 (956) 787-0006 787-6807 fax

*"This institution is an equal opportunity provider, and employer."*

Item C

**City of Alamo  
Depository Proposal  
FY 2009-2011**

**Frost  
Bank**

Accepted contract term	yes	Contact Period: October 1, 2009 thru September 30, 2011
Services/Rates/Fees		No service charges is the City maintains compensating balances of \$2,000,000
Bank operating within city limits	yes	
Submitted Required financial information	yes	
Experience with similar accounts	yes	
Accepted collateralization at 102%	yes	
Timely reporting of accounts	yes	
Safety procedures in place	yes	
Offer all electronic banking services	yes	
Will assign an accounts executive to us	yes	
Cost of Services	none	
Interest Rate for loans to the city	floating	
Interest Rate paid on CD's accts		91 day t-bill + 02 basis points on CD's of 90-179 days
Interest Rate paid on checking accts		90% of the average 91-Day T-Bill discount auction rate
Cut off time for same day ledger credit		4:00 p.m.
Cut off time for payroll direct deposit		Wednesday

**CITY OF ALAMO, TEXAS  
REQUEST FOR SEALED PROPOSALS  
FOR BANKING SERVICES**

I. INTRODUCTION

The City of Alamo, Texas is requesting sealed proposals for a banking services contract, with service to begin October 1, 2009 and extend through September 30, 2011, with a renewal option for an additional (1) year period or until a new depository is selected.

II. PROPOSAL SUBMISSION INSTRUCTIONS AND QUALIFICATIONS:

- i. The successful respondent will be bound by and must comply with the provisions of the Charter of The City of Alamo Article V section 7, only proposals submitted by banks located within the corporate city limits will be accepted and Vernon's Annotated Texas Statutes, Chapters 105, 2256, and 2257, Local Government Code, and the City's Investment Policy, inclusive, as amended.
- ii. The proposal submitted will become part of the final depository agreement which shall be subject to the Charter of the City of Alamo, and its investment policy (Exhibit I), the Statutes of the State of Texas, and of the United States of America, as applicable. Proposals must be valid for a minimum of 45 days.
- iii. The Alamo Economic Development Corporation will also receive depository services in accordance with the terms of this proposal.
- iv. The City reserves the right to accept or reject any or all proposals, to accept the proposal it considers most advantageous to the City, and at its discretion to waive any defect or informality in the proposal.
- v. Each proposal must include a response to each item in the REP in the order given. Only proposals submitted in the prescribed format and using the forms provided will be evaluated for contract award. Please limit your response to only material requested; additional material, which you deem relevant, must be submitted in the form of an attachment or appendix.
- vi. Proposals must be submitted no later than August 19, 2009 at 3:00 p.m. The responsibility for timely delivery of the proposal rests with the sender, not with the U.S. mail or any other courier.
- vii. Two copies of the proposal in an envelope marked "Sealed Proposal — Depository Contract, Proposal No. 2009-08-02" should be delivered as follows:

Mr. Luciano Ozuna, Jr., City Manager  
City of Alamo  
420 N. Tower Road  
Alamo, TX 78516

viii. Questions regarding the RFP may be directed to:

Mr. Enrique Guzman, Finance Director  
420 N. Tower Road  
Alamo, TX 78516  
(956) 787-0006

Responses to all material questions submitted will be communicated to each prospective respondent. Modifications or additions may be made as a result of questions submitted. Written notification of any such change will be made in writing to all known respondents.

ix. Selection Criteria

Evaluation of proposals will be made on the basis of the following objectives:

- i. Interest rates offered on time deposits, checking accounts and/or repurchase agreements
- ii. Cost of Services
- iii. Service availability (location(s) and hours of operation of bank offices)
- iv. Financial strength of institution
- v. Electronic bank services offered
- vi. Experience with similar accounts

Based on the evaluation the City of Alamo may invite respondents to make an oral presentation for the Bank Depository contract.

x. All banks must provide as part of the proposal:

- i. Audited financial statements for the most recent fiscal year. Contained in Exhibit A.
- ii. A copy of the current call report. Contained in Exhibit A.
- iii. A statement regarding any recent or unforeseen merger. Contained in Exhibit B.
- iv. State the full name and address of your company and parent company if you are a subsidiary.

Frost Bank  
100 West Houston Street  
San Antonio, Texas 78205

Frost Bank is a wholly owned subsidiary of Cullen/Frost Bankers, Inc., a financial holding company and bank holding company headquartered in San Antonio, Texas

Cullen/Frost Bankers, Inc.  
100 West Houston Street  
San Antonio, Texas 78205

Please refer to Banking Center Locations contained in Exhibit J.

- v. Provide a statement of any current or potential conflicts of interest. Frost is not aware of any current or potential conflicts of interest.

- xi. The bank should use Attachment "A" pages 1 - 6 to provide the specific price for each service listed.
- xii. A standard wire transfer agreement will be executed with the bank. This proposal should include a copy of your standard transfer procedures and wire transfer agreement. The City requires adequate security provisions and procedures. If the wire transfer requests are available online, full information should be submitted detailing its use. Please refer to Wire Transfer Section contained in Exhibit C.
- xiii. If the City chooses to do so, the bank will be responsible for automatically sweeping the balances in all accounts daily to an investment option (money market fund, repo, etc.). Describe the sweep options and, if a money market fund is used, provide a prospectus.  
Frost offers an automated sweep-service into the GAP Aim Institutional or Resource Fund. These funds are AAA-rated and meet the requirements as pertains to the Public Funds Investment Act. ZBA services can be used to consolidate funds for a sweep into one of these overnight investments. This will reduce the cost of sweeping from individual accounts as there is no cost for ZBA services. Funds are swept to a target balance in \$1,000 increments.  
  
Historical Rates and Prospectus are contained in Exhibit D of this RFP.
- xiv. Describe the bank's ability to provide a master consolidation account and zero balance accounts from which daily balance and detail reporting is available. The Bank provides ZBA services. You can tie any number of secondary accounts to a master account. A peg balance of zero or any other amount can be left in each secondary account. The transfer data is available on Cash Manager.
- xv. The City has no obligation to invest its funds with or through the bank. If the bank is proposing overnight repurchase agreements, an executed Master Repurchase Agreement is required. In order to fulfill GASB III requirements for reporting, if a repurchase agreement is executed with the bank itself, the collateral must be held in the trust department of the bank in a separate account. Our repurchase agreement collateral is held at the Federal Reserve Bank in a separate account.  
  
All securities will be handled on a delivery versus payment (DPV) basis as they are cleared into and out of the account. All clearing and safekeeping will be in the bank or its correspondent. All correspondent and safekeeping arrangements will be stipulated in the proposal. Agreed.
- xvi. Standard disbursing services for all accounts are required to include the payment of all checks upon presentation. The Bank will pay all checks authorized on our Positive Pay service.
- xvii. The bank must guarantee immediate credit on all incoming wire transfers and U.S. Treasury checks upon receipt and all other checks based on the bank's published availability schedule. The bank should specify in their proposal their deposit requirements and commercial and retail deposit locations, including night deposit services and procedures. All incoming wire transfers will receive

immediate credit. Treasury checks are subject to our Availability Schedule.

Cut-off time for same day ledger credit in the lobby is 4:00 PM, Monday through Friday. Motor Bank hours are 8:00 AM to 6:00 PM Monday through Friday.

Saturday banking hours are 8:00 AM to 12:00 PM.

The cut-off for Remote Capture Deposits is 8:00 PM.

All other processing will be handled by our Processing City in San Antonio.

Deposit processing guidelines and Banking Center Locations are contained in Exhibit J.

- xviii. Monthly account analysis reports must be provided by the bank on a timely basis for each account and a total account basis. A sample account analysis format must be provided as part of the proposal. Samples of monthly statements should also be provided. The monthly statements are to be received within ten days of the next month.  
Please refer to Sample Statements contained in Exhibit E.
- xix. An account executive must be assigned to the account to coordinate the account services and expedite the solution of any problem. A trained and competent backup for the account executive, familiar with the account, should be assigned in the proposal. Stipulate the name and a brief biography of the account executive to be assigned to the City's account. Please refer to the Relationship Team contained in Exhibit F.
- xx. Describe the requirements and deadlines for computer tape for ACH transactions. The proposal should indicate when funds will be available in participating banks. Frost does not accept tapes for direct deposit transactions. As a Frost customer, you may either send a direct transmission through our FTP site or input transactions through Cash Manager, our Internet banking application for commercial customers.

Frost recommends that ACH direct deposit of payroll transmissions be received by us no later than 6 p.m., two banking days before the effective date of the payroll. For example, if Friday were the pay date, the direct deposit file should be received at Frost no later than 6 p.m. the previous Wednesday to meet the deadline. Please note that the ACH network does not use Saturday, Sunday or any holiday in the calculation of processing dates.

The two-day recommendation ensures ample time to process a file through the ACH network so the payroll amount is memo-posted to the employee's account at the receiving financial institution and available for withdrawal at the opening of business on the pay date. Frost will still accept ACH credit files one banking day before the payroll effective date. The one-day process does not allow sufficient time for us to guarantee an 8 a.m. memo-posting,

but funds will post to the employee's account at the receiving financial institution before close of business.

Please refer to Exhibit C for a list of deadline times.

- xxi. Every effort will be made to eliminate daylight overdraft situations on the account. However, in case this situation does arise, the proposal should include any and all bank policies regarding daylight overdrafts charges or handling procedures. Frost does not charge for daylight or intra-day overdrafts.
- xxii. The proposal must include a statement on the proposed stop payment process on an automated or manual basis. Frost offers both automated and manual (telephone initiated) stop payments. A manual stop payment is valid for 6 months, an automated (Cash Manager) stop payment is valid for 12 months. The deadline for same day posting is 4:00 PM on banking days.
- xxiii. The bank must agree to obtain and maintain acceptable collateral sufficient to cover all anticipated time and demand deposits, above the FDIC insured limit. Securities used to pledge against time and demand deposits must be held in an independent third-party safekeeping institution outside the bank's holding company. The bank will execute a tri-party safekeeping agreement with the City and the Safekeeping bank for safekeeping of these securities. Collateral will be maintained at a minimum of 102% and marked to market at least once a month. Control will be shared jointly between the bank and the entity. Substitutions will be approved by the City and not unduly withheld. Substitutions of collateral will be requested in writing and new collateral will be received before the existing collateral is released. The proposal will name the safekeeping bank for collateral. Describe procedures for either increasing or decreasing the total amount of pledged securities. Procedures are contained in the Collateral Section contained in Exhibit H.

What is the name of the safekeeping bank you wish to use? Federal Reserve Bank.

Are deposits collateralized on the basis of ledger or collected balances? Ledger

- xxiv. Upon any closing or failure of Depository or any event deemed by a state or federal regulatory agency to constitute a closing or failure of Depository, title to all securities pledged pursuant to this depository contract shall be deemed to be vested in, and be held by the City, and the City is hereby empowered to take immediate possession of and to sell any and all of such pledged securities, whether in safekeeping at another bank or in possession of the City or the Depository, and the City is specifically so empowered by execution of this contract; and the collateral pledge agreement shall conform to the United States Code Annotated (USCA), Title 12, - 1823(e), so to defeat the claim of the Federal Deposit Insurance Corporation, its successor, or any other receiver to the securities. Agreed.
- xxv. The City is interested in obtaining service and cost information on additional services for possible use during the contract period. These services are not required but will be evaluated in terms of availability, feasibility, service levels,

service providers and cost. The City will make its determination after receipt of proposals as to whether a service will be used. If the service is accepted later in the contract period the services and charges stipulated in the proposal will be applied. Please refer to Treasury Management Services contained in Exhibit I. Pricing for services requested after award of contract will be mutually agreed upon.

- xxvi. The City may chose to utilize lockbox services for certain revenue collections. Describe the service including the lockbox location.

With Frost lockbox services, one size does not fit all organizations. We work with each client to customize processing deadlines that will accommodate individual needs. To ensure that we meet or exceed your requirements and expectations, we process every item on the same day that it is received as long as sufficient time exists between the last mail pickup and your deadline. No work is held over to a second day.

Lockbox processing is performed in one of three centers located throughout the state – San Antonio, Dallas/Fort Worth or Houston. Each provides a secure environment and an experienced, stable and bonded processing staff. All three processing centers operate on the same technology platform with exceptional contingency and backup systems, ensuring that processing is never compromised by equipment failure or a natural or manmade disaster. The City would utilize the Processing Center in San.

- xxvii. Please include a copy of the banks facsimile signature agreement. Please refer to Additional Agreements contained in Exhibit G.

- xxviii. Please indicate what processes are in place to prevent check fraud. Frost offers positive pay services that incorporate the latest banking technology to deter fraudulent activity such as counterfeit checks or legitimate checks that have been altered for amount. We match checks presented for payment to the authorized serial numbers and corresponding amounts supplied by our customers in an issued/voided items file created with our proprietary software.

As part of the service, a customer may set parameters, such as minimum or maximum dollar amounts, that can be posted to an account, overriding any items on the issued/voided file sent to us. A customer may also specify whether or not to accept external ACH debits, and if ACHs are acceptable, the customer can impose a maximum dollar limit.

- xxix. Please include a sample of the contract used for depository contracts. Please refer to Additional Agreements contained i Exhibit G.

- xxx. Each respondent must indicate whether or not they are under investigation or have been prosecuted by any state, or federal agency or authority in connection with any improper practices. Frost is not under investigation nor has it been prosecuted in connection with any improper practices.

### III. Loans

Please indicate the rate of interest to be charged on loans to the City and maximum loan limit.

Interest Rate \* (Expressed as a percentage of Wall Street Journal Prime Rate).

Rate would be (check one): Fixed  or Floating

Loan Limit \_\_\_\_\_.

\* Frost is amenable to lending the City monies, however, this would be contingent upon the Bank's credit policies and procedures.

#### IV. City checking accounts

All City accounts will be maintained by service charges paid by the City and not compensating balances; any consideration that would have been given in the form of an earnings credit may be given in the form of a higher interest rate. All checking accounts will receive interest monthly on the investable balance (average balance less uncollected funds). Please explain how interest earned during the month on the account balance would be reflected on the monthly account analysis. Interest would be expensed as a line item on the account analysis.

The variable rate of interest will be based on a rate equal to the most recent published thirteen (13) week U.S. Treasury Bill coupon equivalent **ASKED YIELD TO MATURITY RATE** less \* basis points, as published in the Wall Street Journal, "Treasury Bonds, Notes & Bills" section as of the first working day of the month and adjusted monthly thereafter.

The Bank will pay 90% of the average 91-day T-bill discount auction rate.

The City shall not be required to maintain a minimum balance or be subject to a maximum balance of funds to be kept with the City's Depository.

#### V. Interest-bearing time deposits

Please provide the basis points above, below or equal to the "asked" rate on the T-Bill closest to the maturity date of the time deposit being purchased as reported in the Wall Street Journal.

Single Maturity Time Deposits of more than \$100,000:

<b>MATURITY</b>	<b>Basis point spread Over (+) / under (-) T-Bill "asked" rate</b>
1-13 days	<u>+zero</u> basis points 13-week Treasury Bill
14-29 days	<u>+00</u> basis points 13-week Treasury Bill
30-59 days	<u>+00</u> basis points 13-week Treasury Bill
60-89 days	<u>+00</u> basis points 13-week Treasury Bill
90-179 days	<u>+02</u> basis points 13-week Treasury Bill
180-364 days	<u>+05</u> basis points 13-week Treasury Bill
365 or more days	<u>+07</u> basis points 13-week Treasury Bill

The City shall be allowed by the Depository Bank to purchase Certificates of Deposit which mature after the ending date of the depository contract; however, the Depository Bank may apply new interest rates to the Certificate of Deposit after the ending date of this contract. The City shall be entitled to withdraw these Certificates of Deposit without penalty at the expiration of the depository contract, but in that event, the Depository Bank shall only be obligated to pay interest rates comparable to rates paid for the term the Certificate of Deposits were actually held.

VI. Funds Availability:

Please include a copy of your current availability schedule and explain how float is calculated. Please refer to Availability Schedule contained in Exhibit D.

Float is calculated on a per-item basis, taking into account the time the deposit is processed, the float schedule assigned for the account and the transit routing of the item or items deposited.

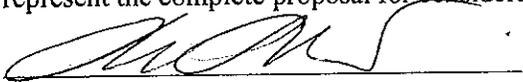
Please state your daily cut-off time for same day ledger credit on deposits. Cut-off time for same day ledger credit in the lobby is 4:00 PM, Monday through Friday. Motor Bank hours are 8:00 AM to 6:00 PM Monday through Friday.

Saturday banking hours are 8:00 AM to 12:00 PM.

The cut-off for Remote Capture Deposits is 8:00 PM.

All other processing will be handled by our Processing City in San Antonio.

By signing below, bidder represents that he/she has the authority to negotiate on behalf of the stated depository institution, and that information presented in this document, as well as any attachments, represent the complete proposal for consideration by the City of Alamo, Texas.



Signature

Martha Martin - Senior Vice President  
Name & Title

214.515.4948  
Phone Number

Frost Bank  
Name of Bank

2727 N. Harwood  
Dallas, Texas 75201  
Address

8.13.09  
Date

**Regular Service Charges**  
**Proposal Form**

<b><u>Services</u></b>	<b>(1) Estimated Volume</b>	<b>(2) Cost per Item</b>	<b>(2) Annual Cost</b>
Checks deposited	60,000	<u>0.05</u>	<u>3,000.00</u>
Charge-back checks	400	<u>1.00</u>	<u>400.00</u>
Debits (checks)	15,000	<u>0.04</u>	<u>600.00</u>
Wire Transfers			
Incoming	36	<u>5.00</u>	<u>180.00</u>
Outgoing	12	<u>5.00</u>	<u>60.00</u>
Account Maintenance	25	<u>4.00</u>	<u>100.00</u>
Cashiers checks	20	<u>0.00</u>	<u>0.00</u>
Safety deposit boxes	1	<u>0.00</u>	<u>0.00</u>
Stop payments (automated)	20	<u>6.00</u>	<u>120.00</u>
Stop payments (manual)		<u>30.00</u>	<u>          </u>
Preprinted checks (City's specifications)	10,000	<u>\$130.00/500</u>	<u>2,600.00</u>
Preprinted deposit slips (City's specifications)	1,500	<u>\$25.00/200</u>	<u>187.50</u>
Currency straps	500	<u>\$3.10/1000</u>	<u>1.55</u>
Night depository bags and keys	10	<u>\$27.50/50</u>	<u>5.50</u>
Checks sorted in numerical sequence	15,000	<u>0.05</u>	<u>750.00</u>
		<b>Total Annual Cost</b>	<b>\$ <u>8,004.55</u></b>

(1) To be completed by City      (2) To be completed by Bank

**If the City maintains compensating balances of \$2,000,000, no service charges would apply.**

**Fees only applicable if balances are not maintained.**

**Other Service Charges**  
**Proposal Form**

<b><u>Services</u></b>	<b><u>Cost per item</u></b>
Transfers between accounts	0.50/each _____
Insufficient funds items	0.00 _____
CPA confirmations	0.00 _____
Research/Statement copies	0.00 _____
Foreign and domestic exchange	customized based upon currency
Bank Cards (merchant user)	customized based upon average ticket amount, cards accepted and processing method
Daily balance on each account (online)	5.00/account + 25.00/month (for relationship) _____
Acceptance of utility payments	no charge _____

What are the fees, if any, relating to the purchase, sale or safekeeping of investments whether they are purchased through the bank or a third party?

No transaction fees are assessed if trade is placed through Frost Capital Markets.

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Please refer to the Safekeeping fee schedule contained in Exhibit H.

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## ELECTRONIC BANKING PRODUCTS

Please attach explanations pertaining to the following questions relating to electronic bank products.

### 1. WIRE TRANSFERS

Is a personal computer access system available for initiating wire transfers?

Yes. Frost offers wire transfer initiation options that are designed to provide maximum convenience and efficiency for your City's specific needs: online or by telephone.

The easiest and most popular way to initiate and manage wire transfers is through Frost's Internet-based commercial banking service, Cash Manager, which also offers online, real-time reporting of all outgoing and incoming wires.

Does the system allow initiation of repetitive and non repetitive transfers?

Yes. Through Cash Manager, we set up non-repetitive wire templates -- formats for entering and submitting wire information -- with security features to match your needs. Your own system administrator grants access to these templates and the ability to create repetitive templates to your staff members as appropriate. Security features established for the initial templates extend to any repetitive templates created from them. Wires using these templates can be initiated from any personal computer that has secure Internet access.

Is a secondary authorization security feature available?

Yes. Security features available through Cash Manager offer the protection and management capabilities that you require for wire transfers. Among them: All outgoing wires require two people in your organization, one to input the wire information and another to approve it. As an option, you may set two levels of approval by wire value for your templates.

At what time is the system accessible each day?

Customers using Frost's Internet-based, commercial banking application, Cash Manager, for future-dated wire transfer transactions can access the system 24 hours a day, seven days a week. Cash Manager's functionality allows users to initiate domestic wire transfers on a same-day basis from 6:30 a.m. CT to 4:30 p.m. CT. Wires initiated after the 4:30 p.m. CT cutoff are transmitted at the beginning of the following banking day.

What procedures are in place in case of system failure?

Cash Manager is an exceptionally reliable commercial banking application with no downtime beyond scheduled maintenance during the past year. In addition, Frost is well-positioned to continue its processing and other operations in case of a natural or manmade disaster or other catastrophic system failure. Our redundant systems and backup facilities, tested on a regular basis, allow us to assure our customers that they will experience minimal or no interruption of vital services.

Even so, Frost understands the business necessity of establishing backup procedures and can accommodate your needs with wire initiation by telephone. As an alternative to Cash Manager, you may also set up security features for initiating wires by telephone that could include established limits by user, authority restrictions by user and required callback on wires that are more than a certain limit.

Cutoff time for wires initiated by telephone is 3:30 p.m. CT for all wires in U.S. dollars.

What systems are in place to confirm receipt of incoming wires?

Among Cash Manager's robust reporting is intraday data that includes a real-time report, available for seven days, of all incoming and outgoing wires. In addition, a paper advice is also generated and mailed.

What other features are available through the system?

As part of Cash Manager's wide-ranging information reporting and transaction functions, Frost offers wire transfer functionality and reporting designed to meet your City's specific needs with convenience and efficiency. In addition to Cash Manager's intraday, real-time report of all incoming and outgoing wires, you may also access a report of wires initiated online, including Fed reference numbers, available for 30 days.

Security features offer your organization the safety and oversight that you need and expect in today's challenging environment:

- All users must log in to Cash Manager using a Frost-provided security token.
- You may choose to allow wires that are future-dated by as much as 14 days. This feature can be assigned to appropriate users by your system administrator.
- You set wire limits for all templates; the maximum limit is \$2,000,000.

Can the cost of the service be included in compensating balances?

Yes.

What is the cost of the service? How do these prices compare to telephone initiated wire transfers?

	Via Computer	Via Telephone/Fax (fax initiated wires are not accepted)
Monthly Maintenance	NC	NC
Line Access Charge	NC	NA
Outgoing Repetitive	5.00	9.00
Outgoing Non-Repetitive	5.00	11.00
Repetitive Internal Transfer	0.50	3.50
Non-Repetitive Internal Transfer	0.50	4.00

Other Charges:

## 2. STOP PAYMENTS

Is a personal computer access system available for initiating stop payments?

Yes. Frost's Internet-based commercial banking application called Cash Manager gives you access to balance reporting and transaction details, and puts banking functions such as account transfers and wire transfers, stop payment initiation, positive pay decisions and more in your hands on your desktop.

To access the system, you need only a personal computer, Internet Explorer software, an Internet service provider and a Frost-provided security token.

Does the system notify the user that a check has already been paid? If so, when?

Yes, Cash Manager has an inquiry feature that notifies the user about a check that has already been paid. Like other Cash Manager features, this inquiry can be made 24 hours a day, seven days a week, except during scheduled maintenance. Paid check information is available for 180 days from posting date; reporting on stop payment orders issued is available for 65 days.

At what time is the system accessible each day?

Cash Manager is available when you need it. Most features are available 24 hours a day, seven days a week, except during scheduled maintenance. Stop payment orders input during banking hours are effective immediately. When stop payment orders are input after banking hours, they will be effective at the beginning of the next banking day.

How is receipt of a stop payment order confirmed?

Stop payment orders initiated online through Cash Manager can be reviewed through an online report. In addition, a paper advice is also generated and mailed.

How long do stop payments remain in effect?

Stop payment orders initiated online through Cash Manager are effective immediately during banking hours and are valid for 12 months. When stop payment orders are initiated through Frost's Telephone Customer Service group, they are effective for six months.

Can the cost of the service be included in compensating balances?

Yes.

What is the cost of the service? How does this cost compare to telephone/written instructions?

	Via Computer	Via Telephone/Fax
Monthly Maintenance	NC	NC
Line Access Charge	NC	NA
Stop Payment Orders	6.00 each	30.00 each
Stop Payment Deletions	NC	NC

Other Charges:

### 3. BALANCE REPORTING

Is a personal computer access system available for balance reporting?

Yes. Frost's Cash Manager, its Internet-based commercial banking application, provides an organization with access to its account information, 24 hours a day, seven days a week. Available through Cash Manager are balance reporting, detailed transactions, account transfers, wire transfers, stop payment initiation, positive pay review and a variety of other advanced services.

Not only is information readily available anytime your organization wants it, you may also export data from Cash Manager in multiple formats to accommodate your internal forecasting and reporting needs.

What information is available on the system? Attach a sample report. How does this information compare to what is available via telephone balance reporting?

Cash Manager offers your City the breadth of valuable information reporting you need to make informed business decisions and more reliable financial forecasts. Among the information available

to you: Opening Ledger, Closing Collected, Closing Ledger, 1-Day Float, 2-Day Float, Total Debit Amount, Total Credit Amount, Detail Debits, Detail Credits, Total Number of Credits and Total Number of Debits. You can view sample reports included in the Treasury Management Section – Exhibit D in this bid.

By contrast, Frost's telephone banking system is designed primarily to meet the needs of noncommercial consumers and offers balances, check inquiries, ATM cancellation and transfers.

At what time is the system accessible each day? What procedures are in place in case the system is down? How many days has the system been down in the past 3 months?

Frost's Cash Manager provides access to your account information whenever you need it – 24 hours a day, seven days a week, except during scheduled maintenance. Some inquiries or transactions can be input at any time but won't take place until the next banking day. An exceptionally reliable application, Cash Manager has logged no downtime in the past three months.

To ensure that our services are uninterrupted, even if we experience a natural or manmade disaster or other catastrophic system failure, we have put in place redundant systems and backup facilities. Tested on a regular basis, these resources allow us continue the delivery of exceptional service without impacting your internal operations in any way.

In the unlikely event that Cash Manager is not available to you when you need it, you may contact your Frost relationship manager or one of Frost's knowledgeable Treasury Management customer service representatives by telephone to obtain account information and assistance with banking transactions.

Can the cost of the service be included in compensating balances?  
Yes.

What is the cost of the service? How does this compare to telephone balance reporting?

	Via Computer	Via Telephone/Fax
Monthly Maintenance	<u>25.00</u>	<u>back-up only</u>
Line Access Charge	<u>NC</u>	<u>NA</u>
Per Account	<u>5.00</u>	<u></u>
Per Debit/Credit Reported	<u>0.02/item</u>	<u>NA</u>
Other Charges:	<u>See attached Fee Schedule</u>	

#### **4. DIRECT DEPOSIT OF PAYROLL**

Does your system support tape input? Personal computer input? Mainframe transmission?  
Direct deposit files for payroll may be transmitted to Frost by file transfer protocol (FTP) or through Cash Manager, our Internet-based, commercial banking application. Tape is not accepted for direct deposit processing.

What file format is required?

We accept the standard ACH file format required by the National Automated Clearing House Association (NACHA). As a new Frost customer, you need only to change the originating bank data on your current standard format file. Cash Manager, Frost's Internet banking application for

commercial customers, also accepts any delimited or fixed-width ASCII files for ACH transactions. We will test your file and its transmission in advance of use.

Where must tapes be delivered? What is the deadline to receive tapes for a Friday payroll?  
 Frost does not accept tapes for direct deposit transactions. As a Frost customer, you may either send a direct transmission through our FTP site or input transactions through Cash Manager, our Internet banking application for commercial customers.

What is the deadline for a Friday payroll for personal computer transmission? For mainframe transmission?  
 Frost recommends that ACH direct deposit of payroll transmissions be received by us no later than 6 p.m., two banking days before the effective date of the payroll. For example, if Friday were the pay date, the direct deposit file should be received at Frost no later than 6 p.m. the previous Wednesday to meet the deadline. Please note that the ACH network does not use Saturday, Sunday or any holiday in the calculation of processing dates.

The two-day recommendation ensures ample time to process a file through the ACH network so the payroll amount is memo-posted to the employee's account at the receiving financial institution and available for withdrawal at the opening of business on the pay date. Frost will still accept ACH credit files one banking day before the payroll effective date. The one-day process does not allow sufficient time for us to guarantee an 8 a.m. memo-posting, but funds will post to the employee's account at the receiving financial institution before close of business.

What is involved with correcting items? Stop payments?  
 From time to time, you may need to correct or delete an ACH entry you initiated, and Frost can accommodate your requirements expeditiously. You may request an ACH reversal or deletion by sending a fax to Frost's ACH department specifying the information necessary to identify the affected entry or entries.

The timing of your request will affect how these transactions are handled. Once an ACH transaction has been delivered to Frost, we have only two hours to delete it, if necessary, before sending it on to the clearing Federal Reserve bank. If the transaction has already been delivered for clearing, it cannot be deleted so we must create a reversal for it.  
 Frost's ACH system also has the ability to process entire files of ACH reversals if the City can create them in a NACHA-formatted file.

Can the cost of the service be included in compensating balances?

Yes.

What is the cost of the service?

Monthly Maintenance	<u>NC</u>
Input Tape	<u>NA</u>
Personal Computer Transmission	<u>NC</u>
Mainframe Transmission	<u>NC</u>
Vendor	<u>NC</u>
ACH Credit -- two day item	<u>0.06</u>
ACH Debit -- two day item	<u>0.06</u>

Delete/Reversal (Stop Payment)	12.00
Return Item	2.00
Return Item Reclear	2.00
Return Item Notification	5.00
Other Charges:	
Reports (fax)	5.00
Online ACH Return/Activity Report	NC

## 5. ACCOUNT RECONCILIATION

Please note: If the City takes advantage of Frost's Internet-based, commercial banking application, Cash Manager, this service is not necessary.

Do you offer tape, floppy disk, or direct data transmission output? Direct Transmission.  
 Frost's full reconciliation service includes everything needed to simplify your monthly reconciliation activities. As checks are presented for payment, they are matched against issue records you provide to us on a timely basis through direct data file transmission. A list of all paid checks by serial number and amounts, as well as checks that are outstanding, is available. In addition to the Analysis by Day and the statement, you also receive the Outstanding Issue; Stale Item; Float Analysis; Stops, Voids and Cancels; and Missing Vouchers reports with a Full Reconciliation. These reports are available in paper format. Both Paid Check and Outstanding Issue records are also available in an electronic transmission file format.

Do you offer full reconciliation (i.e., do you accept a tape of paid items)?  
 Frost offers an array of account reconciliation options designed to satisfy each organization's unique business requirements: full reconciliation, partial reconciliation, site reconciliation, numerical check or fine sort, and positive pay services.

Full reconciliation offers the maximum outsourced solution for reconciliation. Frost matches its own file of paid checks with your organization's transmitted file (through file transfer protocol – FTP; tapes are not accepted) of issued and voided checks to produce a new file of outstanding checks. In addition to information about outstanding checks, you receive reports for checks paid, checks stopped, checks paid but not shown as issued, and miscellaneous debits (all debits other than checks). Reconciliation data is also available through Cash Manager, Frost's Internet-based commercial banking application. Using Cash Manager eliminates your need to purchase information through the traditional service, and data obtained from Cash Manager can be exported to software applications that accommodate most organizations' reporting and forecasting requirements.

Are checks sorted in check number order as part of the reconciliation service?  
 No. A separate service, Frost's numerical check or fine sort simplifies your manual bank statement reconciliation processing by sorting your checks into serial number order. You may use this service alone or alongside Frost's partial or full reconciliation.

What file format is required?  
 For its account reconciliation service, Frost has standard file formats for incoming issue files as well as outgoing paid item files.  
 Account reconciliation information is also available through Cash Manager, Frost's Internet-based treasury management application, and to access that information, you need only a secure Internet

connection. Data can be exported into one of these file formats: comma-separated value (CSV), Bank Administration Institute version 2 (BAI2), Microsoft Money or Quicken.

How soon after month-end is reconciliation available?  
Frost strives to have all reconciliation completed within five working days following month-end processing.

Can the cost of the service be included in compensating balances?  
Yes.

What is the cost of the service?

Partial Account Reconciliation

Monthly maintenance	<u>\$25.00 setup</u>
Per item	<u>0.05</u>
Serial sort	<u>0.00/account; 0.05/item</u>
Output:	
Tape	<u>NA</u>
Personal computer transmission	<u>NC</u>
Mainframe transmission	<u>NC</u>

Full Account Reconciliation

Monthly maintenance	<u>25.00 setup; \$75.00/account</u>
Per item	<u>0.05</u>
Serial sort	<u>0.00/account; 0.05/item</u>



# TML Intergovernmental Employee Benefits Pool Rerate Notice and Benefit Verification Form

Item D

Original

COPY

COPY

Alamo City

Guaranteed until October 1, 2010

12 Months

Deductible	Out of Pocket	Benefit Percent	Lab &		Facility Copay	Rx Plan \$10/38	Rx Ded N/A	Specialty		Mail Order MDP	COC Admin	Flex Admin	HRA Admin	HSA Admin	RRA Admin
			X-Ray in OV	OV Copay				Rx Copay	Rx Copay						
\$500/\$700	\$3000/None	80%/50%	No	\$20	None	Mac A	N/A	\$100	\$25/83	No	Yes	No	No	No	No

Rates are subject to change if there is any legislation passed during the plan year affecting benefits.  
Supplemental benefits cannot be accessed without accessing the TML IEBP Medical Benefit Plan.

**Medical Plan**

	Current Rate	New Rate
Employee:	\$285.30	\$285.30
Family:	\$527.78	\$527.78

**Dental Plan**

Dental II	Current Rate	New Rate
Employee:	\$7.52	\$7.52
Family:	\$13.26	\$13.26

**Vision Plan**

Vision B	Current Rate	New Rate
Employee:	\$9.00	\$9.00
Family:	\$18.00	\$18.00

**LTD**

N/A

**STD**

N/A

**Basic Life and AD&D Plan**

	Current Rate	New Rate
Life:	0.20 per \$1,000	0.20 per \$1,000
AD&D:	0.035 per \$1,000	0.035 per \$1,000
	Plan 8 (\$10,000)	

**Dependent Life**

Current Rate & Plan	New Rate & Plan
1.60 per dependent unit Plan 2, \$5,000 Spouse/\$2,000 Child(ren)	1.60 per dependent unit Plan 2, \$5,000 Spouse/\$2,000 Child(ren)

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mail

Continued on Back

Optional Employee Life and AD&D Plan

Current Rate		New Rate	
Age of Employee	Rate per \$1,000	Age of Employee	Rate per \$1,000
Under 30	0.061	Under 30	0.061
30 - 34	0.069	30 - 34	0.069
35 - 39	0.100	35 - 39	0.100
40 - 44	0.130	40 - 44	0.130
45 - 49	0.184	45 - 49	0.184
50 - 54	0.291	50 - 54	0.291
55 - 59	0.498	55 - 59	0.498
60 - 64	0.750	60 - 64	0.750
65 - 69	1.224	65 - 69	1.224
70 and over	1.950	70 and over	1.950

Flex, HRA, HSA & RRA

Select One of the Following Options for Flex:

- Debit Card Flex (\$3.70 per participant per month)
- Paper Flex (\$5 per participant per month)

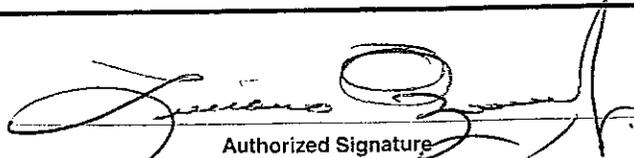
Select One or All of the Following Options for HRA, HSA & RRA:

- HRA (\$3.70 per participant per month - debit card only)
- HSA (\$3.70 per participant per month - debit card only)
- RRA (\$3.70 per participant per month - debit card only)

If employer accesses debit card flex and/or HRA, HSA or RRA, only one charge of \$3.70 per participant per month will be incurred.

The entity named on this Rerate and Benefit Verification Form desires large claim information, as specified in Article 21.49-15 of the Insurance Code in Section 2.(2), to be for individual claims that reach or exceed \$35,000 during the plan year. This information is considered confidential for purposes of Chapter 552 of the Local Government Code.

The rates are based on May census information. If the census changes by more than 10% during open enrollment, TML IEBP reserves the right to revise rates due to census change and underwriting impact.

 Authorized Signature	74-6000004 Tax ID Number	AUG 28 2009 Date
---	-----------------------------	---------------------

City of Alamo			
TML Intergovernmental Risk Pool			
Insurance Coverage for FY 2009-2010			
<b>Group Health Plan</b>	<b>2008-09</b>	<b>2009-10</b>	<b>%</b>
	<b>Rate</b>	<b>Rate</b>	<b>Inc/Dec</b>
<b>Medical Plan</b>			
Employee	\$ 285.30	\$ 285.30	0%
Family	\$ 527.78	\$ 527.78	0%
<b>Dental</b>			
Employee	\$ 7.52	\$ 7.52	0%
Family	\$ 13.26	\$ 13.26	0%
<b>Vision</b>			
Employee	\$ 9.00	\$ 9.00	0%
Family	\$ 18.00	\$ 18.00	0%
<b>Basic Life and A D&amp;D</b>			
Life	\$ 0.20	\$ 0.20	0%
A D&D	\$ 0.035	\$ 0.035	0%
<b>Totals</b>	<b>\$ 355,968</b>	<b>\$ 355,968</b>	<b>\$ -</b>
<b>Increase over prior year</b>			<b>\$ -</b>
	<b>2008-09</b>	<b>2009-10</b>	<b>%</b>
<b>Liability and Property Coverage</b>	<b>Rate</b>	<b>Rate</b>	<b>Inc/Dec</b>
<b>General Liability</b>	\$ 7,223	\$ 5,592	-23%
<b>Law Enforcement Liability</b>	\$ 13,520	\$ 13,490	0%
<b>Errors &amp; Omissions Liab.</b>	\$ 9,380	\$ 8,079	-14%
<b>Automobile Liability</b>	\$ 16,142	\$ 15,011	-7%
<b>Auto Physical Damage</b>	\$ 12,909	\$ 13,261	3%
<b>Real &amp; Personal Property</b>	\$ 26,894	\$ 28,868	7%
<b>Mobil Equipment</b>	\$ 3,044	\$ 2,062	-32%
<b>Public Emp. Dishonesty</b>	\$ 764	\$ 764	0%
<b>Forgery/Alteration</b>	\$ 117	\$ 117	0%
<b>Totals</b>	<b>\$ 89,993</b>	<b>\$ 87,244</b>	<b>-3.05%</b>
<b>Increase over prior year</b>			<b>\$ (2,749)</b>
<b>Workers Compensation</b>	\$ 120,857	\$ 130,083	7.63%
<b>Increase over prior year</b>			<b>\$ 9,226</b>
<b>Combined Policies Increase</b>	<b>\$ 566,818</b>	<b>\$ 573,295</b>	<b>\$ 6,477</b>
			1.1%

Item E

CITY COMMISSION OF  
THE CITY OF ALAMO, TEXAS

RESOLUTION NO. \_\_\_\_\_  
AUTHORING THE HOUSING AUTHORITY OF THE CITY OF MERCEDES, TEXAS  
TO EXERCISE ITS POWERS  
WITHIN THE TERRITORIAL BOUNDARIES OF THE CITY OF ALAMO, TEXAS  
FOR PROJECT BASED VOUCHERS  
FOR A HOUSING PROJECT FOR SENIOR CITIZENS  
AND AUTHORIZING A COOPERATION AGREEMENT

WHEREAS, there exists in the City of Alamo a scarcity of affordable, safe, sanitary and decent housing for low income senior citizens

WHEREAS, the Housing Authority of the City of Mercedes has significant experience and expertise in successfully administering and operating a Housing Choice Voucher Program that provides rental assistance to low income senior citizens and families, and

WHEREAS, the Housing Authority of the City of Mercedes is proposing to cooperate with the Housing Authority of the City of Alamo by providing up to 20 project-based vouchers to be used by low-income senior citizens that will occupy a housing project of 36 apartments developed by the Housing Authority of the City of Alamo on approximately 1.4 acres at 1201 West Austin Lane in the City of Alamo, that is an asset to the City of Alamo, and

WHEREAS, Texas Local Government Code Section 392.017(b) requires that a governing body of a municipality adopt a resolution declaring a need for a Housing Authority to exercise its powers in the municipality, and authoring a Cooperation Agreement under Section 392.059 of the Texas Local Government Code.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ALAMO:

Section 1. The City Commission is the governing body of the City of Alamo, Texas.

Section 2. Pursuant to Texas Local Government Code 392.017(b), the City Commission declares that there is a need for the Housing Authority of the City of Mercedes to exercise its powers in the territorial boundaries of the City of Alamo to provide project based rental assistance with Housing Choice Vouchers for senior citizens that will occupy a new 36 unit housing project by the Housing Authority of the City of Alamo that will provide safe, decent, and sanitary affordable housing for senior citizens. The Housing Authority of the City of Mercedes is hereby authorized to exercise its powers in the territorial boundaries of the City of Alamo.

Section 3. Pursuant to Texas Local Government Code Section 392.017(b), a Cooperation Agreement, attached hereto and incorporated herein, between the City of Alamo and the Housing Authority of the City of Mercedes is hereby authorized under Texas Local Government Code Section 392.059. The City of Alamo agrees to cooperate with the Housing Authority of the City of Mercedes to allow it to provide and administer project based rental assistance with up to 20 Housing Choice Vouchers, the new senior housing development in the territorial boundaries of the City of Alamo developed by the Housing Authority of the City of Alamo, is consistent with the terms of the Cooperation Agreement. The Housing Authority of the City of Mercedes shall be authorized to exercise its powers under the Texas Housing Authorities Law, Texas Local Government Code Chapter 393, to administer project based rental assistance with Housing Choice Vouchers for senior citizens that will occupy a new apartment complex of 36 apartments for senior citizens developed by the Housing Authority of the City of Alamo, in the City of Alamo, Texas. The Mayor and City Clerk are authorized to execute the Cooperation Agreement.

Section 4. The housing project shall be implemented pursuant to all laws, regulations, and requirements of the State of Texas, City of Alamo, U.S. Department of Housing and Urban Development, and all fair housing laws.

Section 5. The Mayor and City Manager are authorized to take any reasonable and necessary action to effectuate the direction and intention of this resolution and the Cooperation Agreement.

PASSED AND APPROVED this \_\_\_\_ day of \_\_\_\_\_ 2009.

MAYOR

Attest:

City Clerk



Item F

September 4, 2009

City of Alamo  
Mr. Luciano Ozuna  
423 N. Tower Rd.  
Alamo, TX 78516

Dear Mr. Ozuna:

Enclosed are two copies of the contract between the City of Alamo and the Palm Valley Animal Center. Please have both copies signed and returned to me. I will then have them signed and return one copy to you and keep one copy for our records.

Sincerely

  
Charlotte E. Stone  
Administrative Assistant

**INTERGOVERNMENTAL COOPERATIVE AGREEMENT  
FOR THE OPERATION OF A REGIONAL ANIMAL SHELTER**

I.

**Parties:**

The Parties to this Agreement are **THE PALM VALLEY ANIMAL CENTER**, a Texas Non-Profit Corporation, hereinafter referred to as *The Animal Center*, whose principal place of business is on Trenton Road, in the City of Edinburg, Hidalgo County, Texas, and the **CITY OF ALAMO**, a governmental entity located in Hidalgo County, Texas, hereinafter referred to as *The City*.

II.

**Purpose:**

- A. *Whereas The Animal Center* has operated an Animal Adoption program and Regional Animal Shelter in Hidalgo County since 1983;
- B. *Whereas The City* desires to continue its participation in the ongoing operation of a Regional Animal Shelter in conjunction with *The Animal Center* and other governmental entities in Hidalgo County;
- C. *Therefore, The Parties* hereby mutually agree as set out below:

III.

***The Animal Center* agrees:**

- A. To provide a facility which complies with all requirements of the Texas Health and Safety Code Chapter 823 and all other relevant regulations, for the operation of a Regional Animal Shelter;
- B. To provide a quarantine facility for the housing and care of any animal ordered quarantined for causing bodily injury to a person;
- C. To provide a quarantine and impoundment facility which complies with all requirements of the Texas Health and Safety Code Chapter 826 and all other relevant regulations, for the control of rabies;
- D. To provide a Regional Animal Shelter for housing and care of any and all animals delivered to the Regional Animal Shelter by the City and its citizens;

- E. To provide a program of mandatory spaying and neutering of all animals adopted from the Regional Animal Shelter in accordance with Chapter 828 of the Texas Health and Safety Code;
- F. To maintain the Regional Animal Shelter on a 24-hour basis with an assistance shelter manager on call 24-hours a day for shelter emergencies;
- G. To maintain office hours Monday through Saturday from 10 a.m. to 6 p.m. and 10 a.m. to 4 p.m. on Sunday;
- H. To notify *The City* of the date, time and location of all meetings of *The Animal Center's* Board of Directors. A representative of *The City* is welcome to attend all board meetings. Any representative of *The City* who wishes to be placed on the agenda to address the board must notify the Animal Center 48 hours in advance of the meeting. Any action taken by *The Animal Center* shall be at the Sole discretion of the Board of Directors.
- I. To provide a logbook where each Animal Control Officer can note any complaint as well as the date and time the complaint was made. The Shelter manager will then investigate complaints and respond to the Animal Control Officer as soon as reasonably possible;
- J. To provide an area where *The City's* Animal Control Officer may rinse out waste material from their trucks after dropping off animals;
- K. To accept responsibility for the acts and/or omissions of employees of the Regional Animal Shelter while acting within the course and scope of their employment and hold *The City* harmless from any claims resulting from those acts and/or omissions;
- L. To accept responsibility for the condition and operation of the Regional Animal Shelter and hold *The City* harmless from any claims resulting from that condition and operation;
- M. To maintain during the life of this Agreement a policy of liability insurance in an amount equal to the value of the Regional Animal Shelter and its contents;
- N. *The Animal Center* expressly denies any liability for the acts and/or omissions of the employees or agents of *The City* and for the capture and transportation of animals to the Regional Animal Shelter until such animal is actually in the care, custody and control of *The Animal Center*; and
- O. To provide monthly statements to *The City* setting out the total number of animals received in the preceding month and the total amount due from *The City*.

IV.

*The City* agrees:

- A. To pay the sum of Fifty-nine (59.00) Dollars per animal delivered to the Regional Animal Shelter during the term of this Agreement on or before the 15th day of the month in which a statement is received from *The Animal Center*;
- B. To deliver all animals designated by the authority of *The City* to the Regional Animal Shelter in a safe and humane manner;
- C. To provide disinfectant to each of its Animal Control Officers delivering animals to the Regional Animal Shelter for use during the rinsing out of *The City's* trucks;
- D. To require each Animal Control Officer to clean up the rinse out area after cleaning their trucks so that the area is ready for the next user;
- E. To train each Animal Control Officer in the proper preparation of the necessary paperwork when dropping off animals at the Regional Animal Shelter;
- F. To provide training to *The City's* new Animal Control officers for the safe and humane control of animals;
- G. To deliver to the Regional Animal Shelter any animal required to be quarantined by the Texas Health and Safety Code;
- H. To permit *The Animal Center* to dispose of any animal quarantined pursuant to this Agreement as it sees fit in accordance with the Texas Health and Safety Code requirements;
- I. To pay its *pro rata* share of the costs of any mandatory improvements of the Regional Animal Shelter required by the State of Texas, County of Hidalgo, or any other governmental entity participating in this Regional Animal Shelter within thirty (30) days of receipt of the invoice for such improvements.

V.

The failure of *The City* to pay the sums required in Part IV, A, or I above, within 30 days of billing by *The Animal Center*, shall terminate shelter privileges for *The City* until said sums are paid, unless otherwise agreed in writing by the Parties.

## VI.

This Agreement shall only be amended by written mutual agreement of the Parties. This Agreement contains all of the terms of the agreements of the Parties. This Agreement shall be in effect for one year, starting from October 1, 2009 through September 30, 2010.

## VII.

Neither *The Animal Center* or *The City* shall terminate this agreement nor take any adverse action against the other party without first giving written notice of the problem and advising the other party of its right to cure such problem. If the party corrects or cures the problem within the specified 30-day period, then no adverse action related to this Agreement shall be taken by either participant.

It is the intent of the parties that litigation be avoided and in order to allow for quick resolution of any and all disputes, the parties hereby agree that any claims, demands or disputes that cannot be amicably resolved between the parties upon written request by either party shall be submitted within two weeks to a neutral, trained party for assistance in dispute resolution by means of non-binding mediation. If mediation efforts are unsuccessful, parties may resort to protecting their rights by litigation in district court.

Said neutral third party should, if possible, be a local person with a background in dispute resolution and subject law. If the parties cannot agree on a neutral third party, then they shall submit the process to the American Arbitration Association for the selection of a neutral third party and the accomplishment of dispute resolution, in accordance with its guidelines.

## VIII.

*The City*, at its own expense, may audit the financial records of *The Animal Center* from time to time from the latest fiscal year for transactions involving expenditures of funds from *The City*, arising under this contract. The audit shall not extend to all transactions of *The Animal Center*, but only to those transactions, which relate directly to services provided to *The City*. At the request of *The City*, *The Animal Center* will furnish *The City* with a copy of *The Animal Center's* budget which relates to the expenditure of funds of *The City* arising under this contract. *The Animal Center* agrees to cooperate with audit inquiries relating to such budget and expenditures arising out of this contract.

IN WITNESS THEREOF, *The City* and *The Animal Center* have executed this agreement as of the date first above written.

ATTEST:

*City of Alamo, Texas*

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: City Secretary

Title: \_\_\_\_\_

*Palm Valley Animal Center*

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Board Secretary

Approved as to form:

\_\_\_\_\_  
City Attorney

Item G

**Ordinance No.**

**AN ORDINANCE OF THE CITY COMMISSION, CITY OF ALAMO  
APPROVING AN INTERLOCAL AGREEMENT BETWEEN HIDALGO  
COUNTY, THE CITY OF ALAMO AND THE BOARD OF DIRECTORS TAX  
INCREMENT ZONE NUMBER ONE, CITY OF ALAMO, TEXAS**

**WHEREAS**, Chapter 791, Texas Government Code and Chapter 311 of the Texas Tax Code provide for the joint participation of City and County in the City of Alamo Tax Increment Reinvestment Zone, and

**WHEREAS**, The Interlocal Agreement upon approval of the Board of Directors must be submitted to Hidalgo County Commissioners Court and the City Commission of the City of Alamo for approval, and

**WHEREAS**, The Board of Directors adopted and approved an Inter-local agreement on the 15<sup>th</sup> day of September 2009; therefore

**BE IT ORDAINED BY THE BY THE CITY COMMISSION CITY OF ALAMO:**

The attached Inter-local Agreement is approved.

Considered Passed and Approved and Signed this the 15<sup>th</sup> day of September 2009 at a Regular Meeting of the City Commission of the City of Alamo at which a quorum was present and which was held in accordance with Chapter 551 of the Texas Government Code

CITY OF ALAMO:

By: \_\_\_\_\_  
Rudy Villarreal, Mayor

ATTEST:

By: \_\_\_\_\_  
Margot Saenz, City Secretary

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Ramirez and Guerrero,  
Attorneys at Law, LLP

Item H

To The City Commission,

We at Macedonian Christian Academy would like to request police assistance on Saturday October the 10th. We have spoken with Cheif of Police Arturo Espinosa and he is willing to provide the officers needed to direct our 5K/10K Run from 7:30am to 9:45am. The purpose of this event is to raise money for our school which has a missionary staff and serves mostly underpriveliged children. It may be important to know that we do not recieve money from the Government or State. Our intent is to show appreciation to the community and those who support our school. We will also provide childcare hopefully with fire fighters and a police officer interacting and informing the children of ways to be safe in our city. Thank you for your consideration.

--

Kyle Poss  
Macedonian Christian Academy  
C:404-213-9755  
O:956-464-6727

*Item K*

**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 velocities<sup>1</sup>.

- 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.

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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 SAEZ JR

Physical address: 1142 S. Alamo Rd Alamo TX 78516

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

Legal description: Lot(s) ISAIRES 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

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~~ 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

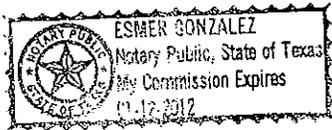
ITS: GENERAL PARTNER

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.



*Esmar Gonzalez*  
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

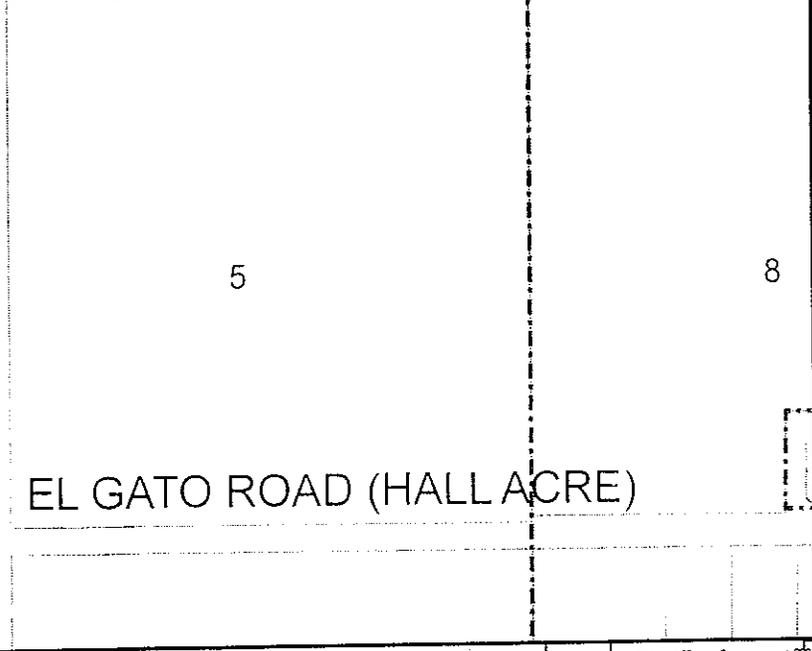
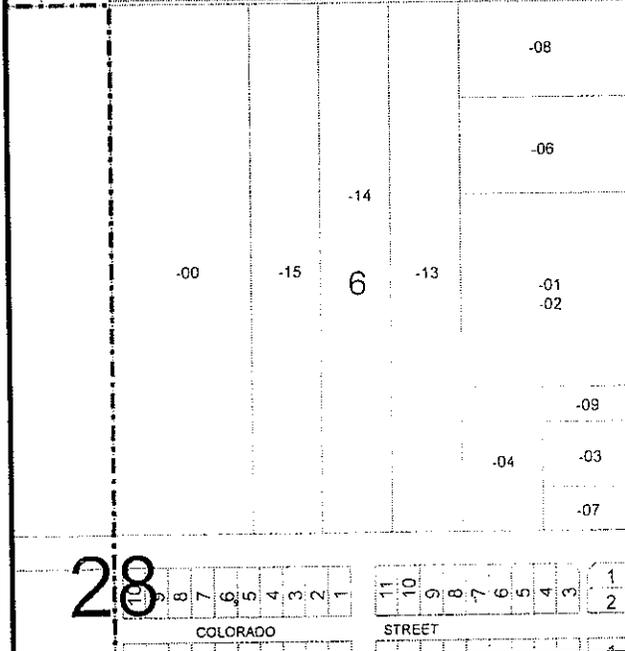
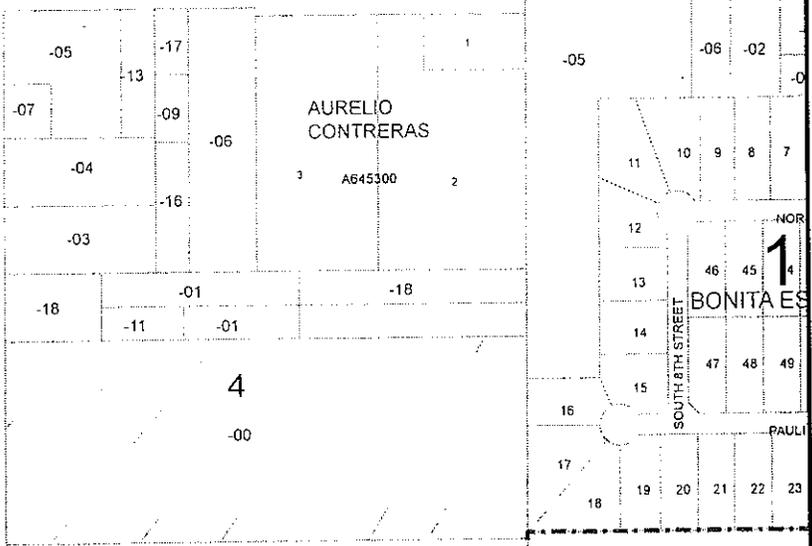
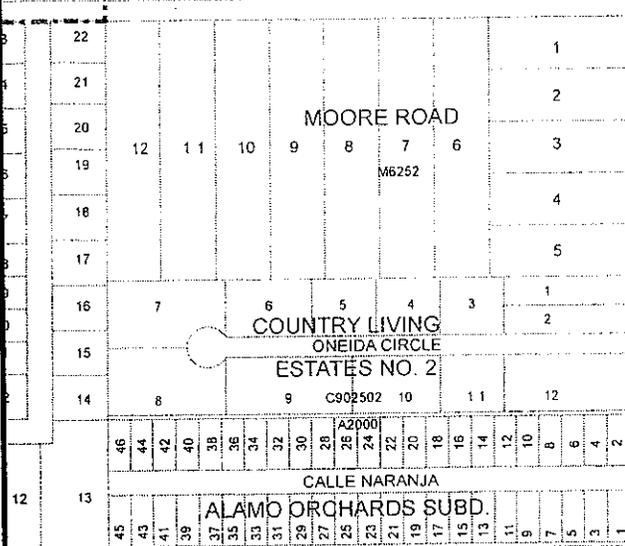
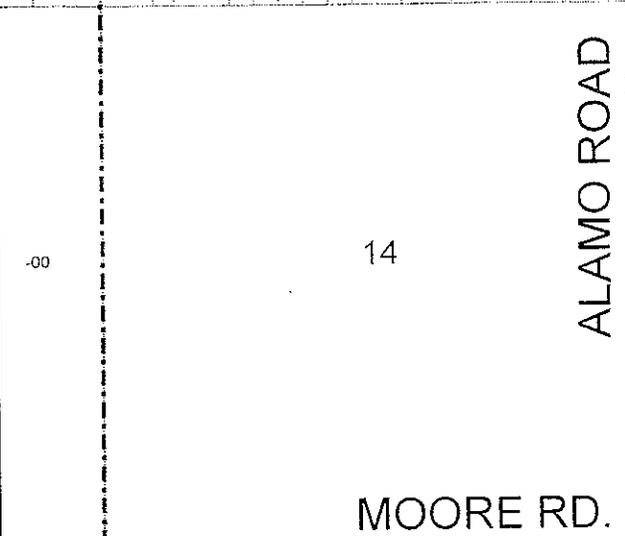
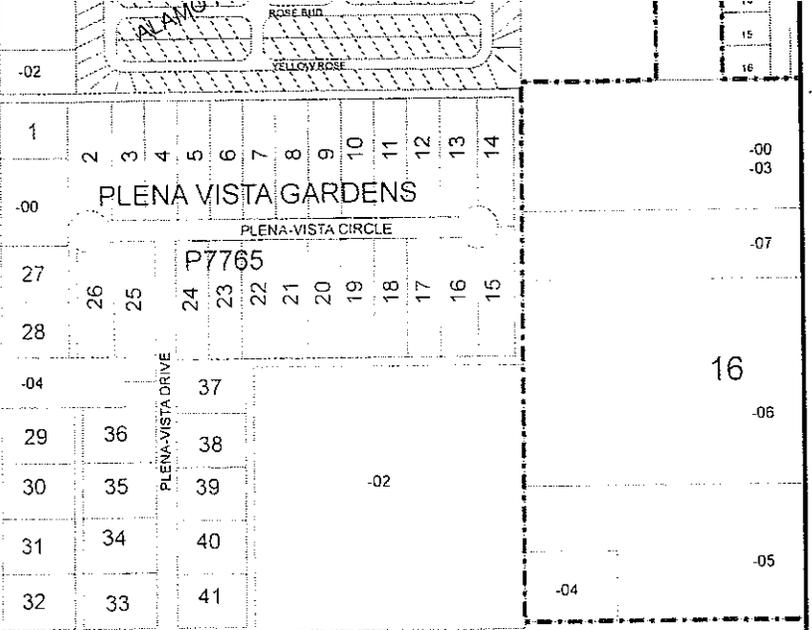
03429237 HG  
WINGATE LAW OFFICES  
4228 N. MCCOUL ROAD  
McALLEN, TEXAS 78504  
OFFICE: 0035 2021-WDVU.mh

AFTER RECORDING RETURN TO:

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

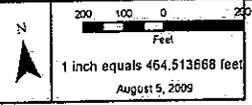
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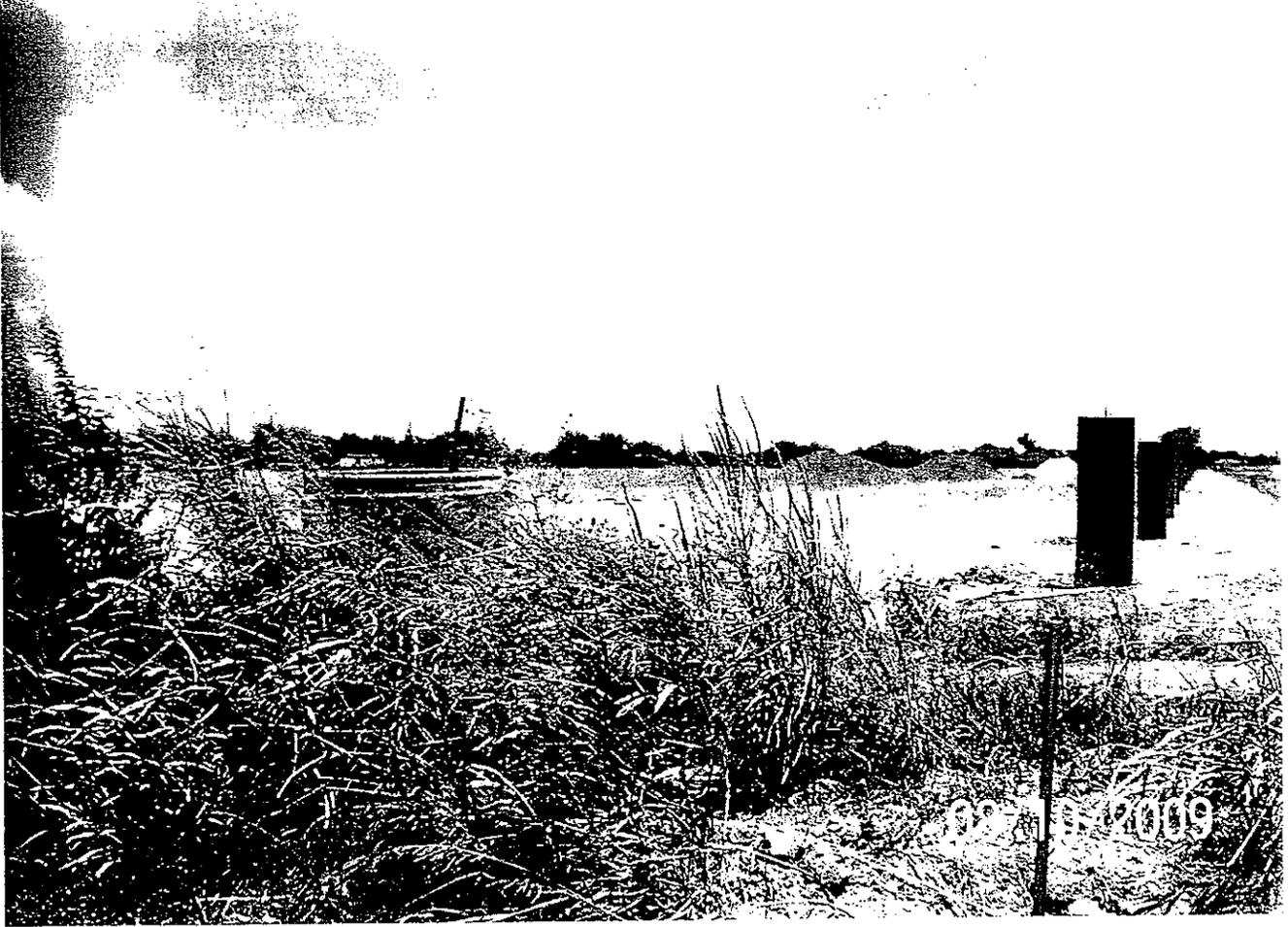
F.N. ALAMO ROAD



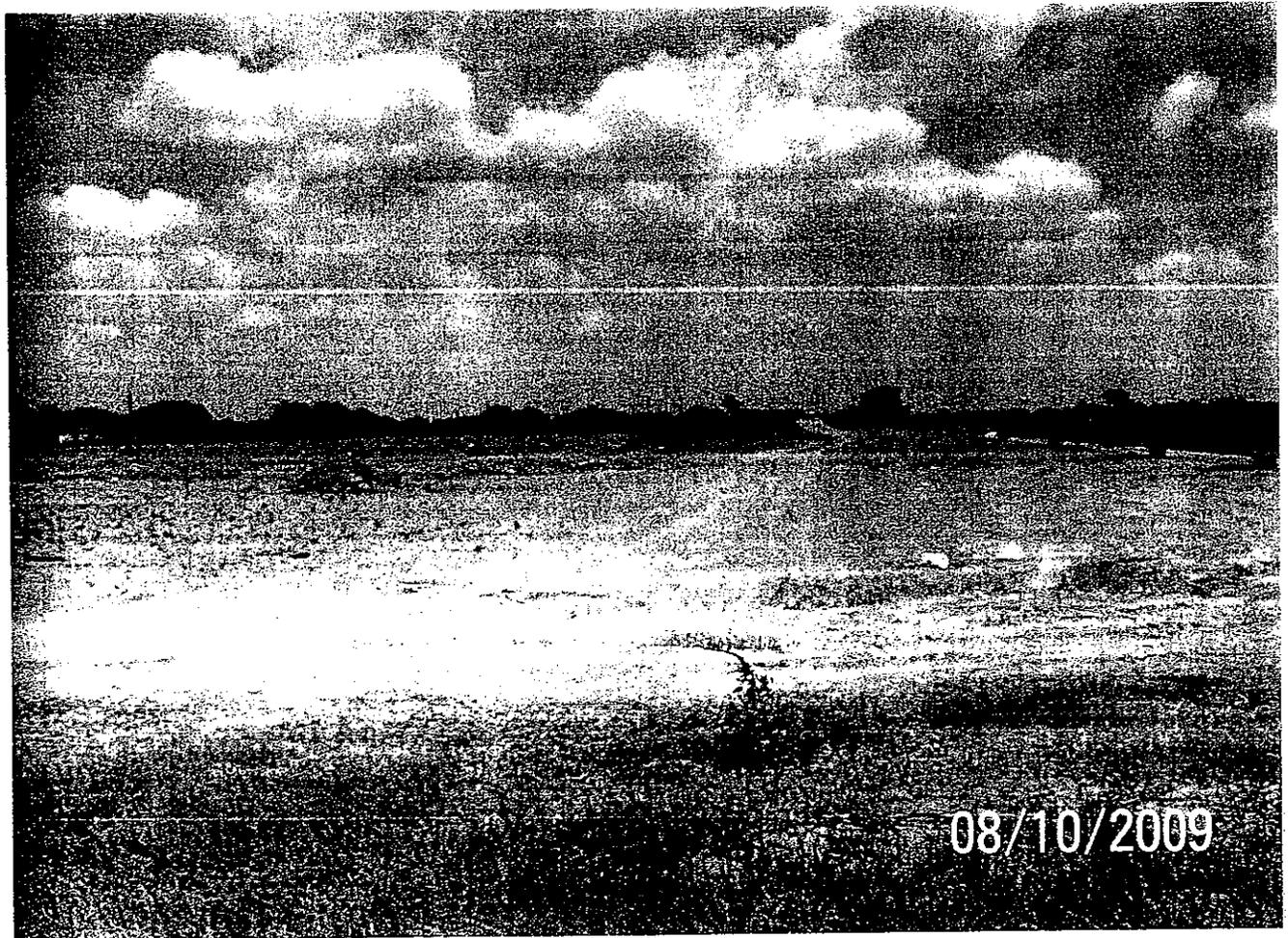
CITY OF ALAMO  
PLANNING DEPARTMENT

BERNARDO SAENZ, JR  
1142 S. ALAMO ROAD





08/10/2009



08/10/2009

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

*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,

Dalia Zuniga  
Planner I