



3301 CARMEN AVE, 78575

Phone 956-350-4093

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BOARD OF ALDERMEN

REGULAR MEETING

February 11, 2014



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Phone 956-350-4093

Fax 956-350-4156

NOTICE OF A PUBLIC MEETING
TOWN OF RANCHO VIEJO
BOARD OF ALDERMEN
REGULAR MEETING

FEBRUARY 11, 2014

6:00 P.M.

NOTICE is hereby given of a REGULAR MEETING of the BOARD OF ALDERMEN of the TOWN OF RANCHO VIEJO, TEXAS, to be held on FEBRUARY 11, 2014 at 6:00 P.M., in the TOWN MUNICIPAL OFFICE, 3301 CARMEN AVENUE, RANCHO VIEJO, TEXAS to consider the following items:

1. Call to Order
2. Roll Call
3. Invocation and Pledge
4. Public Comment
5. Approval of Minutes - Regular Meeting – January 14, 2014
6. Presentation and Consideration of Acceptance of Audit Report for Fiscal Year Ending September 30, 2013
7. Consideration and Action on amending the Land Use Restriction (which is recorded in Volume 130, Page 801, of the Official Records of Cameron County, Texas) to authorize the use of the real property constituting the proposed Santa Ana Lake Subdivision No. 1, Lots 1-4, Santa Ana Lake Subdivision No. 2, Lots 5-8, and Tesoro Corner Subdivision No. 1 as "B" Single-Family Dwelling District (being the use permitted in a "B" Single-Family Dwelling District as now defined or may hereafter be defined in the Zoning Ordinance of the Town of Rancho Viejo, Texas).
8. Public Hearing on Request for ZONING CHANGE by Mr. Eduardo H. Mejia, Mejia and Rose, Inc., agent for Golf & Resorts Investments, LLC, owners, from "A" Recreational District to "B" Single-Family Dwelling District for the following described property - being 1.623 Acres out of El Angel Golf Course and described as Tract II – 50.373 Acres in Assumption Warranty Deed recorded in Volume 18183, Page 168, Official Records of Cameron County, Texas and being adjacent to Rancho Viejo Subdivision, Section VIII, Cameron County, Texas according to the map or plat thereof recorded in Volume 26, Page 35, Map Records, Cameron County, Texas.

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9. Consideration and Action on FINAL approval of the Request for ZONING CHANGE by Mr. Eduardo H. Mejia, Mejia and Rose, Inc., agent for Golf & Resorts Investments, LLC, owners, from "A" Recreational District to "B" Single-Family Dwelling District for the following described property - being 1.623 Acres out of El Angel Golf Course and described as Tract II – 50.373 Acres in Assumption Warranty Deed recorded in Volume 18183, Page 168, Official Records of Cameron County, Texas and being adjacent to Rancho Viejo Subdivision, Section VIII, Cameron County Texas according to the map or plat thereof recorded in Volume 26, Page 35, Map Records, Cameron County, Texas.
10. Public Hearing on Request by Mr. Eduardo H. Mejia, Mejia and Rose, Inc., agent for Golf & Resorts Investments, LLC, owners, to approve the FINAL PLAT for the Santa Ana Lake Subdivision No. 1, Lots 1-4, being 1.623 Acres out of El Angel Golf Course and described as Tract II – 50.373 Acres in Assumption Warranty Deed recorded in Volume 18183, Page 168, Official Records of Cameron County, Texas and being adjacent to Rancho Viejo Subdivision, Section VIII, Cameron County, Texas according to the map or plat thereof recorded in Volume 26, Page 35, Map Records, Cameron County, Texas. This proposed subdivision is near the intersection of Enchilada and Santa Ana.
11. Consideration and Action on Request by Mr. Eduardo H. Mejia, Mejia and Rose, Inc., agent for Golf & Resorts Investments, LLC, owners, to approve the FINAL PLAT for the Santa Ana Lake Subdivision No. 1, Lots 1-4, being 1.623 Acres out of El Angel Golf Course and described as Tract II – 50.373 Acres in Assumption Warranty Deed recorded in Volume 18183, Page 168, Official Records of Cameron County, Texas and being adjacent to Rancho Viejo Subdivision, Section VIII, Cameron County, Texas according to the map or plat thereof recorded in Volume 26, Page 35, Map Records, Cameron County, Texas. This proposed subdivision is near the intersection of Enchilada and Santa Ana.
12. Public Hearing on Request for ZONING CHANGE by Mr. Eduardo H. Mejia, Mejia and Rose, Inc., agent for Golf & Resorts Investments, LLC, owners, from "A" Recreational District to "B" Single-Family Dwelling District for the following described property - being 1.896 Acres out of El Angel Golf Course and described as Tract II - 50.373 Acres in Assumption Warranty Deed Recorded in Volume 18183, Page 168, Official Records of Cameron County, Texas and being adjacent to Rancho Viejo Subdivision, Section VIII, Cameron County, Texas, according to map or plat thereof recorded in Volume 26, Page 35, Map Records, Cameron County, Texas and said 1.896 Acres being Tract I – 0.690 Acres and Tract II – 1.206 Acres.

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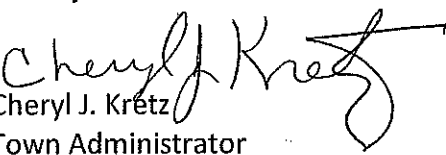
13. Consideration and Action on FINAL approval of the Request for ZONING CHANGE by Mr. Eduardo H. Mejia, Mejia and Rose, Inc., agent for Golf & Resorts Investments, LLC, owners, from "A" Recreational District to "B" Single-Family Dwelling District for the following described property - being 1.896 Acres out of El Angel Golf Course and described as Tract II - 50.373 Acres in Assumption Warranty Deed Recorded in Volume 18183, Page 168, Official Records of Cameron County, Texas and being adjacent to Rancho Viejo Subdivision, Section VIII, Cameron County, Texas, according to map or plat thereof recorded in Volume 26, Page 35, Map Records, Cameron County, Texas and said 1.896 Acres being Tract I - 0.690 Acres and Tract II - 1.206 Acres.
14. Public Hearing on Request by Mr. Eduardo H. Mejia, Mejia and Rose, Inc., agent for Golf & Resorts Investments, LLC, owners, to approve the FINAL PLAT for the Santa Ana Lake Subdivision No. 2, Lots 5-8, being 1.896 Acres out of El Angel Golf Course and described as Tract II - 50.373 Acres in Assumption Warranty Deed Recorded in Volume 18183, Page 168, Official Records of Cameron County, Texas and being adjacent to Rancho Viejo Subdivision, Section VIII, Cameron County, Texas, according to map or plat thereof recorded in Volume 26, Page 35, Map Records, Cameron County, Texas and said 1.896 Acres being Tract I - 0.690 Acres and Tract II - 1.206 Acres. This proposed subdivision is near the intersection of Enchilada and Santa Ana.
15. Consideration and Action on Request by Mr. Eduardo H. Mejia, Mejia and Rose, Inc., agent for Golf & Resorts Investments, LLC, owners, to approve the FINAL PLAT for Santa Ana Lake Subdivision No. 2, Lots 5-8, being 1.896 Acres out of El Angel Golf Course and described as Tract II - 50.373 Acres in Assumption Warranty Deed Recorded in Volume 18183, Page 168, Official Records of Cameron County, Texas and being adjacent to Rancho Viejo Subdivision, Section VIII, Cameron County, Texas, according to map or plat thereof recorded in Volume 26, Page 35, Map Records, Cameron County, Texas and said 1.896 Acres being Tract I - 0.690 Acres and Tract II - 1.206 Acres. This proposed subdivision is near the intersection of Enchilada and Santa Ana.
16. Public Hearing on Request for ZONING CHANGE by Mr. Eduardo H. Mejia, Mejia and Rose, Inc., agent for Golf & Resorts Investments, LLC, owners, from "A" Recreational District to "B" Single-Family Dwelling District for the following described property - being 0.397 Acre out of a 104.115 Acre (El Angel Golf Course) and recorded in Volume 18183, Page 168, Official Records of Cameron County, Texas. This area is to be combined with part of Lot 132, Section VII to create the Tesoro Corner Subdivision No. 1
17. Consideration and Action on FINAL approval of the Request for ZONING CHANGE by Mr. Eduardo H. Mejia, Mejia and Rose, Inc., agent for Golf & Resorts Investments, LLC, owners, from "A" Recreational District to "B" Single-Family Dwelling District for the following described property - being 0.397 Acre out of a 104.115 Acre (El Angel Golf Course) and recorded in Volume 18183,

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Page 168, Official Records of Cameron County, Texas. This area is to be combined with part of Lot 132, Section VII to create the Tesoro Corner Subdivision No. 1

18. Public Hearing on Request by Mr. Eduardo H. Mejia, Mejia and Rose, Inc., agent for Golf & Resorts Investments, LLC, owners, to approve the FINAL PLAT for the Tesoro Corner Subdivision No. 1, being 0.933 Acre of land, more or less, and being 0.536 Acres out of Lot 132, Rancho Viejo Subdivision, Section VII, in Cameron County, Texas as recorded in Volume 26, Page 35, Map Records and 0.397 Acre out of a 104.115 Acre (El Angel Golf Course) and recorded in Volume 18183, Page 168, Official Records of Cameron County, Texas
19. Consideration and Action on Request by Mr. Eduardo H. Mejia, Mejia and Rose, Inc., agent for Golf & Resorts Investments, LLC, owners, to approve the FINAL PLAT for the Tesoro Corner Subdivision No. 1, being 0.933 Acre of land, more or less, and being 0.536 Acres out of Lot 132, Rancho Viejo Subdivision, Section VII, in Cameron County, Texas as recorded in Volume 26, Page 35, Map Records and 0.397 Acre out of a 104.115 Acre (El Angel Golf Course) and recorded in Volume 18183, Page 168, Official Records of Cameron County, Texas
20. Consideration/Action on Reappointment of Members to the Planning and Zoning Commission
21. Consideration/Action on Memorandum of Agreement to Participate in the Council of Cities, Cameron County, TX Hazard Mitigation Action Plan and Letter of Intent to Participate
22. Public Comment
23. Adjourn into Executive Session, as authorized by Subchapter D of Chapter 551 of the Government Code to discuss with attorneys matters in which the duty of the attorneys under the Rules of Professional Conduct clearly conflict with Chapter 551
24. Possible action on matters or items discussed in Executive Session
25. Adjourn


Cheryl J. Kretz
Town Administrator

#1 Call to Order
by Mayor Hager

#2 Roll Call

by Isabel Perales

Alderwoman Carr

Alderwoman Guerrero

Alderwoman Rathbun

Alderwoman Truan

Alderman Vera

Legal Counsel, Daniel Rentfro, Jr.

Town Administrator, Cheryl J. Kretz.

#3 Invocation and Pledge

The pledge of allegiance to the United States Flag:

“I pledge allegiance to the Flag of the United States of America, and to the Republic for which it stands, one nation under God, indivisible, with liberty and justice for all.”

And the pledge of allegiance to the Texas State Flag is,

“Honor the Texas Flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible.”

#4 Public Comment

#5 Approval of Minutes - January 14, 2014

MINUTES OF A REGULAR MEETING
TOWN OF RANCHO VIEJO
JANUARY 14, 2014

A Regular Meeting of the Board of Aldermen of the Town of Rancho Viejo, Texas was held on January 14, 2014, at the Town Municipal Office, 3301 Carmen Avenue, Rancho Viejo, Texas, the same being open to the public. The meeting was called to order by Mayor Jean Hager at 6:00 P.M. Roll call was made by Isabel Perales, Assistant Town Secretary. Members present at the meeting were:

Mrs. Lupita Carr
Mrs. Maribel Guerrero
Mrs. Cyndie Rathbun
Mrs. Bitty Truan

Aldermen absent:

Mr. Javier Vera

A quorum was present at the meeting.

Also present at the meeting were David Irwin, Legal Counsel, and Cheryl J. Kretz, Town Administrator.

Those present in the audience were:

Edmundo Gonzalez	Kelly Cuff
Xavier Montemayor	Richard P. Lewis
E. J. Chaney, M.D.	Eduardo Richa
Russ St. Peter	Chief M. Cruz, Jr.

INVOCATION AND PLEDGE:

Alderwoman Carr led the group in the invocation and pledge of allegiance to the American and Texas flags.

PUBLIC COMMENT:

Police Chief Manuel Cruz reviewed the Police Reports.

APPROVAL OF MINUTES:

Motion was made by Alderwoman Guerrero, seconded by Alderwoman Carr, and unanimously carried, that the Minutes of a Regular Meeting held on January 14, 2014, be approved as written.

PUBLIC HEARING ON REQUEST FOR ZONING CHANGE BY MR. EDUARDO H. MEJIA, MEJIA AND ROSE, INC., AGENT FOR GOLF & RESORTS INVESTMENTS, LLC, OWNERS, FROM "A" RECREATIONAL DISTRICT TO "B" SINGLE-FAMILY DWELLING DISTRICT FOR THE FOLLOWING DESCRIBED PROPERTY - BEING 1.623 ACRES OUT OF EL ANGEL GOLF COURSE AND DESCRIBED AS TRACT II – 50.373 ACRES IN ASSUMPTION WARRANTY DEED RECORDED IN VOLUME 18183, PAGE 168, OFFICIAL RECORDS OF CAMERON COUNTY, TEXAS AND BEING ADJACENT TO RANCHO VIEJO SUBDIVISION, SECTION VIII, CAMERON COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 26, PAGE 35, MAP RECORDS, CAMERON COUNTY, TEXAS:

Mayor Hager opened the public hearing. After everyone was given an opportunity to speak on the matter, motion was made by Alderwoman Carr, seconded by Alderwoman Guerrero and unanimously carried, that the public hearing be closed.

CONSIDERATION AND ACTION ON PRELIMINARY APPROVAL OF THE REQUEST FOR ZONING CHANGE BY MR. EDUARDO H. MEJIA, MEJIA AND ROSE, INC., AGENT FOR GOLF & RESORTS INVESTMENTS, LLC, OWNERS, FROM "A" RECREATIONAL DISTRICT TO "B" SINGLE-FAMILY DWELLING DISTRICT FOR THE FOLLOWING DESCRIBED PROPERTY - BEING 1.623 ACRES OUT OF EL ANGEL GOLF COURSE AND DESCRIBED AS TRACT II – 50.373 ACRES IN ASSUMPTION WARRANTY DEED RECORDED IN VOLUME 18183, PAGE 168, OFFICIAL RECORDS OF CAMERON COUNTY, TEXAS AND BEING ADJACENT TO RANCHO VIEJO SUBDIVISION, SECTION VIII, CAMERON COUNTY TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 26, PAGE 35, MAP RECORDS, CAMERON COUNTY, TEXAS:

It was noted that the Planning and Zoning Commission recommended approval of these items. Motion was made by Alderwoman Guerrero, seconded by Alderwoman Carr, and unanimously carried, to give PRELIMINARY approval of the Request for ZONING CHANGE, from "A" Recreational District to "B" Single-Family Dwelling District for the following described property - being 1.623 Acres out of El Angel Golf Course and described as Tract II – 50.373 Acres in Assumption Warranty Deed recorded in Volume 18183, Page 168, Official Records of Cameron County, Texas and being adjacent to Rancho Viejo Subdivision, Section VIII, Cameron County Texas according to the map or plat thereof recorded in Volume 26, Page 35, Map Records, Cameron County, Texas.

PUBLIC HEARING ON REQUEST BY MR. EDUARDO H. MEJIA, MEJIA AND ROSE, INC., AGENT FOR GOLF & RESORTS INVESTMENTS, LLC, OWNERS, TO APPROVE THE PRELIMINARY PLAT FOR THE SANTA ANA LAKE SUBDIVISION NO. 1, LOTS 1-4, BEING 1.623 ACRES OUT OF EL ANGEL GOLF COURSE AND DESCRIBED AS TRACT II – 50.373 ACRES IN ASSUMPTION WARRANTY DEED RECORDED IN VOLUME 18183, PAGE 168, OFFICIAL RECORDS OF CAMERON COUNTY, TEXAS AND BEING ADJACENT TO RANCHO VIEJO SUBDIVISION, SECTION VIII, CAMERON COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 26, PAGE 35, MAP RECORDS, CAMERON COUNTY, TEXAS. THIS PROPOSED SUBDIVISION IS NEAR THE INTERSECTION OF ENCHILADA AND SANTA ANA:

Mayor Hager opened the public hearing. Mr. Eduardo Richa stated his concerns on the platting of these subdivisions. After everyone was given an opportunity to speak on the matter, motion was made by Alderwoman Guerrero, seconded by Alderwoman Carr, and unanimously carried, that the public hearing be closed.

CONSIDERATION AND ACTION ON REQUEST BY MR. EDUARDO H. MEJIA, MEJIA AND ROSE, INC., AGENT FOR GOLF & RESORTS INVESTMENTS, LLC, OWNERS, TO APPROVE THE PRELIMINARY PLAT FOR THE SANTA ANA LAKE SUBDIVISION NO. 1, LOTS 1-4, BEING 1.623 ACRES OUT OF EL ANGEL GOLF COURSE AND DESCRIBED AS TRACT II – 50.373 ACRES IN ASSUMPTION WARRANTY DEED RECORDED IN VOLUME 18183, PAGE 168, OFFICIAL RECORDS OF CAMERON COUNTY, TEXAS AND BEING ADJACENT TO RANCHO VIEJO SUBDIVISION, SECTION VIII, CAMERON COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 26, PAGE 35, MAP RECORDS, CAMERON COUNTY, TEXAS. THIS PROPOSED SUBDIVISION IS NEAR THE INTERSECTION OF ENCHILADA AND SANTA ANA:

Motion was made by Alderwoman Carr, seconded by Alderwoman Rathbun, and unanimously carried, to approve the PRELIMINARY PLAT for the Santa Ana Lake Subdivision No. 1, Lots 1-4, being 1.623 Acres out of El Angel Golf Course and described as Tract II – 50.373 Acres in Assumption Warranty Deed recorded in Volume 18183, Page 168, Official Records of Cameron County, Texas and being adjacent to Rancho Viejo Subdivision, Section VIII, Cameron County, Texas according to the map or plat thereof recorded in Volume 26, Page 35, Map Records, Cameron County, Texas. This proposed subdivision is near the intersection of Enchilada and Santa Ana.

PUBLIC HEARING ON REQUEST FOR ZONING CHANGE BY MR. EDUARDO H. MEJIA, MEJIA AND ROSE, INC., AGENT FOR GOLF & RESORTS INVESTMENTS, LLC, OWNERS, FROM “A” RECREATIONAL DISTRICT TO “B” SINGLE-FAMILY DWELLING DISTRICT FOR THE FOLLOWING DESCRIBED PROPERTY - BEING 1.896 ACRES OUT OF EL ANGEL GOLF COURSE AND DESCRIBED AS TRACT II - 50.373 ACRES IN ASSUMPTION WARRANTY DEED IN VOLUME 18183, PAGE 168, OFFICIAL RECORDS OF CAMERON COUNTY, COUNTY, TEXAS AND BEING ADJACENT TO RANCHO VIEJO SUBDIVISION, SECTION VIII, CAMERON COUNTY, TEXAS, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN VOLUME 26, PAGE 35, MAP RECORDS, CAMERON COUNTY, TEXAS AND SAID 1.896 ACRES BEING TRACT I – 0.690 ACRES AND TRACT II – 1.206 ACRES:

Mayor Hager opened the public hearing. After everyone was given an opportunity to speak on the matter, motion was made by Alderwoman Guerrero, seconded by Alderwoman Carr, and unanimously approved, that the public hearing be closed.

CONSIDERATION AND ACTION ON PRELIMINARY APPROVAL OF THE REQUEST FOR ZONING CHANGE BY MR. EDUARDO H. MEJIA, MEJIA AND ROSE, INC., AGENT FOR GOLF & RESORTS INVESTMENTS, LLC, OWNERS, FROM “A” RECREATIONAL DISTRICT TO “B” SINGLE-FAMILY DWELLING DISTRICT FOR THE FOLLOWING DESCRIBED PROPERTY - BEING 1.896 ACRES OUT OF EL ANGEL GOLF COURSE AND DESCRIBED AS TRACT II - 50.373 ACRES IN ASSUMPTION WARRANTY DEED RECORDED IN VOLUME 18183, PAGE 168, OFFICIAL RECORDS OF CAMERON COUNTY, TEXAS AND BEING ADJACENT TO RANCHO VIEJO SUBDIVISION, SECTION VIII,

CAMERON COUNTY, TEXAS, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN VOLUME 26, PAGE 35, MAP RECORDS, CAMERON COUNTY, TEXAS AND SAID 1.896 ACRES BEING TRACT I – 0.690 ACRES AND TRACT II – 1.206 ACRES:

Motion was made by Alderwoman Guerrero, seconded by Alderwoman Carr, and unanimously carried, to give PRELIMINARY approval of the Request for ZONING CHANGE, from “A” Recreational District to “B” Single-Family Dwelling District for the following described property - being 1.896 Acres out of El Angel Golf Course and described as Tract II - 50.373 Acres in Assumption Warranty Deed Recorded in Volume 18183, Page 168, Official Records of Cameron County, Texas and being adjacent to Rancho Viejo Subdivision, Section VIII, Cameron County, Texas, according to map or plat thereof recorded in Volume 26, Page 35, Map Records, Cameron County, Texas and said 1.896 Acres being Tract I – 0.690 Acres and Tract II – 1.206 Acres.

PUBLIC HEARING ON REQUEST BY MR. EDUARDO H. MEJIA, MEJIA AND ROSE, INC., AGENT FOR GOLF & RESORTS INVESTMENTS, LLC, OWNERS, TO APPROVE THE PRELIMINARY PLAT FOR THE SANTA ANA LAKE SUBDIVISION NO. 2, LOTS 5-8, BEING 1.896 ACRES OUT OF EL ANGEL GOLF COURSE AND DESCRIBED AS TRACT II - 50.373 ACRES IN ASSUMPTION WARRANTY DEED RECORDED IN VOLUME 18183, PAGE 168, OFFICIAL RECORDS OF CAMERON COUNTY, TEXAS AND BEING ADJACENT TO RANCHO VIEJO SUBDIVISION, SECTION VIII, CAMERON COUNTY, TEXAS, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN VOLUME 26, PAGE 35, MAP RECORDS, CAMERON COUNTY, TEXAS AND SAID 1.896 ACRES BEING TRACT I – 0.690 ACRES AND TRACT II - 1.206 ACRES. THIS PROPOSED SUBDIVISION IS NEAR THE INTERSECTION OF ENCHILADA AND SANTA ANA:

Mayor Hager opened the public hearing. After everyone was given an opportunity to speak on the matter, motion was made by Alderwoman Guerrero, seconded by Alderwoman Carr, and unanimously carried, that the public hearing be closed.

CONSIDERATION AND ACTION ON REQUEST BY MR. EDUARDO H. MEJIA, MEJIA AND ROSE, INC., AGENT FOR GOLF & RESORTS INVESTMENTS, LLC, OWNERS, TO APPROVE THE PRELIMINARY PLAT FOR SANTA ANA LAKE SUBDIVISION NO. 2, LOTS 5-8, BEING 1.896 ACRES OUT OF EL ANGEL GOLF COURSE AND DESCRIBED AS TRACT II - 50.373 ACRES IN ASSUMPTION WARRANTY DEED RECORDED IN VOLUME 18183, PAGE 168, OFFICIAL RECORDS OF CAMERON COUNTY, TEXAS AND BEING ADJACENT TO RANCHO VIEJO SUBDIVISION, SECTION VIII, CAMERON COUNTY, TEXAS, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN VOLUME 26, PAGE 35, MAP RECORDS, CAMERON COUNTY, TEXAS AND SAID 1.896 ACRES BEING TRACT I – 0.690 ACRES AND TRACT II – 1.206 ACRES. THIS PROPOSED SUBDIVISION IS NEAR THE INTERSECTION OF ENCHILADA AND SANTA ANA:

Motion was made by Alderwoman Guerrero, seconded by Alderwoman Carr, and unanimously carried, to approve the PRELIMINARY PLAT for Santa Ana Lake Subdivision No. 2, Lots 5-8, being 1.896 Acres out of El Angel Golf Course and described as Tract II - 50.373 Acres in Assumption Warranty Deed Recorded in Volume 18183, Page 168, Official Records of Cameron County, Texas and being adjacent to Rancho Viejo Subdivision, Section VIII, Cameron County, Texas, according to map or plat

thereof recorded in Volume 26, Page 35, Map Records, Cameron County, Texas and said 1.896 Acres being Tract I – 0.690 Acres and Tract II – 1.206 Acres. This proposed subdivision is near the intersection of Enchilada and Santa Ana.

PUBLIC HEARING ON REQUEST FOR ZONING CHANGE BY MR. EDUARDO H. MEJIA, MEJIA AND ROSE, INC., AGENT FOR GOLF & RESORTS INVESTMENTS, LLC, OWNERS, FROM "A" RECREATIONAL DISTRICT TO "B" SINGLE-FAMILY DWELLING DISTRICT FOR THE FOLLOWING DESCRIBED PROPERTY – BEING 0.397 ACRE OUT OF A 104.115 ACRE (EL ANGEL GOLF COURSE) AND RECORDED IN VOLUME 18183, PAGE 168, OFFICIAL RECORDS OF CAMERON COUNTY, TEXAS. THIS AREA IS TO BE COMBINED WITH PART OF LOT 132, SECTION VII TO CREATE THE TESORO CORNER SUBDIVISION NO. 1:

Mayor Hager opened the public hearing. After everyone was given an opportunity to speak on the matter, motion was made by Alderwoman Carr, seconded by Alderwoman Guerrero, and unanimously carried, that the public hearing be closed.

CONSIDERATION AND ACTION ON PRELIMINARY APPROVAL OF THE REQUEST FOR ZONING CHANGE BY MR. EDUARDO H. MEJIA, MEJIA AND ROSE, INC., AGENT FOR GOLF & RESORTS INVESTMENTS, LLC, OWNERS, FROM "A" RECREATIONAL DISTRICT TO "B" SINGLE-FAMILY DWELLING DISTRICT FOR THE FOLLOWING DESCRIBED PROPERTY - BEING 0.397 ACRE OUT OF A 104.115 ACRE (EL ANGEL GOLF COURSE) AND RECORDED IN VOLUME 18183, PAGE 168, OFFICIAL RECORDS OF CAMERON COUNTY, TEXAS. THIS AREA IS TO BE COMBINED WITH PART OF LOT 132, SECTION VII TO CREATE THE TESORO CORNER SUBDIVISION NO. 1:

Motion was made by Alderwoman Carr, seconded by Alderwoman Rathbun, and unanimously carried, to give PRELIMINARY approval of the Request for ZONING CHANGE, from "A" Recreational District to "B" Single-Family Dwelling District for the following described property - being 0.397 Acre out of a 104.115 Acre (El Angel Golf Course) and recorded in Volume 18183, Page 168, Official Records of Cameron County, Texas. This area is to be combined with part of Lot 132, Section VII to create the Tesoro Corner Subdivision No. 1.

PUBLIC HEARING ON REQUEST BY MR. EDUARDO H. MEJIA, MEJIA AND ROSE, INC., AGENT FOR GOLF & RESORTS INVESTMENTS, LLC, OWNERS, TO APPROVE THE PRELIMINARY PLAT FOR THE TESORO CORNER SUBDIVISION NO. 1, BEING 0.933 ACRE OF LAND, MORE OR LESS, AND BEING 0.536 ACRES OUT OF LOT 132, RANCHO VIEJO SUBDIVISION, SECTION VII, IN CAMERON COUNTY, TEXAS AS RECORDED IN VOLUME 26, PAGE 35, MAP RECORDS AND 0.397 ACRE OUT OF A 104.115 ACRE (EL ANGEL GOLF COURSE) AND RECORDED IN VOLUME 18183, PAGE 168, OFFICIAL RECORDS OF CAMERON COUNTY, TEXAS:

Mayor Hager opened the public hearing. Mr. Xavier Montemayor noted that all tax information would be submitted before final approval. After everyone was given an opportunity to speak on the matter, motion was made by Alderwoman Carr, seconded by Alderwoman Rathbun, and unanimously carried, that the public hearing be closed.

CONSIDERATION AND ACTION ON REQUEST BY MR. EDUARDO H. MEJIA, MEJIA AND ROSE, INC., AGENT FOR GOLF & RESORTS INVESTMENTS, LLC, OWNERS, TO APPROVE THE PRELIMINARY PLAT FOR THE TESORO CORNER SUBDIVISION NO. 1, BEING 0.933 ACRE OF LAND, MORE OR LESS, AND BEING 0.536 ACRES OUT OF LOT 132, RANCHO VIEJO SUBDIVISION, SECTION VII, IN CAMERON COUNTY, TEXAS AS RECORDED IN VOLUME 26, PAGE 35, MAP RECORDS AND 0.397 ACRE OUT OF A 104.115 ACRE (EL ANGEL GOLF COURSE) AND RECORDED IN VOLUME 18183, PAGE 168, OFFICIAL RECORDS OF CAMERON COUNTY, TEXAS:

Motion was made by Alderwoman Carr, seconded by Alderwoman Truan, and unanimously carried, to approve the PRELIMINARY PLAT for the Tesoro Corner Subdivision No. 1, being 0.933 Acre of land, more or less, and being 0.536 Acres out of Lot 132, Rancho Viejo Subdivision, Section VII, in Cameron County, Texas as recorded in Volume 26, Page 35, Map Records and 0.397 Acre out of a 104.115 Acre (El Angel Golf Course) and recorded in Volume 18183, Page 168, Official Records of Cameron County, Texas.

CONSIDERATION/ACTION ON APPOINTMENT OF MEMBER TO THE SOUTH TEXAS EMERGENCY CARE FOUNDATION, INC. BOARD OF DIRECTORS:

On the recommendation of Mayor Hager, motion was made by Alderwoman Guerrero, seconded by Alderwoman Carr, and unanimously carried, to appoint Alderman Javier Vera as a Member to the South Texas Emergency Care Foundation, Inc. Board of Directors.

CONSIDERATION/APPROVAL OF A RESOLUTION ORDERING THE ELECTION FOR RANCHO VIEJO, DESIGNATION OF ELECTION PRECINCTS AND POLLING PLACES, DESIGNATION OF METHOD OF VOTING, SUBMISSION OF APPLICATION BY CANDIDATES, APPOINTMENT OF EARLY VOTING CLERK, AND PROVIDING FOR PUBLICATION NOTICE:

Motion was made by Alderwoman Rathbun, seconded by Alderwoman Carr, and unanimously carried, to pass, adopt and approve Resolution No. 261 - A RESOLUTION ORDERING THE ELECTION FOR RANCHO VIEJO, DESIGNATION OF ELECTION PRECINCTS AND POLLING PLACES, DESIGNATION OF METHOD OF VOTING, SUBMISSION OF APPLICATION BY CANDIDATES, APPOINTMENT OF EARLY VOTING CLERK, AND PROVIDING FOR PUBLICATION NOTICE.

CONSIDERATION/ACTION ON A RESOLUTION OF THE TOWN OF RANCHO VIEJO, TEXAS DESIGNATING AN OFFICIAL NEWSPAPER FOR THE FISCAL YEAR 2013/2014:

Motion was made by Alderwoman Guerrero, seconded by Alderwoman Rathbun, to pass, adopt and approve Resolution No. 262 – A RESOLUTION OF THE TOWN OF RANCHO VIEJO, TEXAS DESIGNATING AN OFFICIAL NEWSPAPER FOR THE FISCAL YEAR 2013-2014 – designating the San Benito News as the official newspaper. The motion passed with the following vote:

AYES: Alderwoman Carr, Alderwoman Guerrero, Alderwoman Rathbun

NAYS: Alderwoman Truan

ABSTAINING: None

PUBLIC COMMENT:

Fire Chief Russ St. Peter gave an update on some of the fire department operations and equipment, noting that the volunteers had assisted at the brush burn at the maintenance barn.

ADJOURNMENT:

Motion was made by Alderwoman Carr, seconded by Alderwoman Rathbun, and unanimously carried, to adjourn the meeting at 7:08 P.M.

BY: _____
Cheryl J. Kretz, Town Secretary

APPROVED: _____
Jean Hager, Mayor

DATE: _____

#6 Presentation and Consideration of Acceptance of Audit Report for Fiscal Year Ending September 30, 2013

#7 Consideration and Action on amending the Land Use Restriction (which is recorded in Volume 130, Page 801, of the Official Records of Cameron County, Texas) to authorize the use of the real property constituting the proposed Santa Ana Lake Subdivision No. 1, Lots 1-4, Santa Ana Lake Subdivision No. 2, Lots 5-8, and Tesoro Corner Subdivision No. 1 as “B” Single-Family Dwelling District (being the use permitted in a “B” Single-Family Dwelling District as now defined or may hereafter be defined in the Zoning Ordinance of the Town of Rancho Viejo, Texas).



December 3, 2013

Town of Rancho Viejo
3301 Carmen Avenue
Rancho Viejo, Texas 78575

Attn: Cheryl Kretz

Re: Amendment to Land Use Restriction

Dear Cheryl,

As you know, we have begun the process requesting a rezoning and re-platting of several acres of the Angel golf course for residential use. I would like to also request the Town of Rancho Viejo to consider and sign the attached Amendment to Land Use Restriction. I am not sure when this amendment needs to be signed, but if possible, I would like to address it at the same time as the rezoning and re-platting.

Please let me know if this is possible or what steps are necessary to reach that point.

Thank you,

G. Xavier Montemayor
President

AMENDMENT
TO
LAND USE RESTRICTION

1. Property Owner: Golf & Resorts Investments, LLC.
2. Property Owner's Address: 1 Rancho Viejo Drive, Rancho Viejo, Texas 78575.
3. Beneficiary: Town of Rancho Viejo, Texas.
4. Beneficiary's Address: 3301 Carmen Ave., Rancho Viejo, Texas 78575.
5. Restrictions: Land Use Restriction recorded in Volume 130, at Page 801 of the Official Records of Cameron County, Texas.
6. Property Released from Restrictions: SEE ATTACHED EXHIBIT "A."
7. Partial Release of Restriction: For good and valuable consideration received by both Property Owner and Beneficiary, Property Owner and Beneficiary hereby release only the real property described on attached Exhibit "A" from the Restrictions.

EXECUTED this the ____ day of _____, 2013.

PROPERTY OWNER:

BENEFICIARY:

GOLF & RESORTS INVESTMENTS, LLC

TOWN OF RANCHO VIEJO, TEXAS

By: _____

By: _____

THE STATE OF TEXAS)

COUNTY OF CAMERON)

This instrument was acknowledged before me, the under signed authority, on this the ____ day of _____, 2013, by _____ of Golf & Resorts Investments, LLC, a Texas limited liability company, on behalf of said limited liability company.

Notary Public, State of Texas

My Commission Expires: _____

THE STATE OF TEXAS)

COUNTY OF CAMERON)

This instrument was acknowledged before me, the under signed authority, on this the ____ day of _____, 2013, by _____, _____ of the Town of Rancho Viejo, Texas, on behalf of said Town of Rancho Viejo, Texas.

Notary Public, State of Texas

My Commission Expires: _____

AFTER RECORDING RETURN TO:

ROUNTREE & KITHCART
222 EAST VAN BUREN, SUITE 101
HARLINGEN TX 78550-6804

EXHIBIT "A"

PARCEL ONE:

3.519 acres out of "El Angel golf course" and described as tract II-50.373 Acres in assumption warranty deed recorded in volume 18183, page 168, Official records of Cameron county Texas and being adjacent to Rancho Viejo subdivision, section viii, Cameron county, Texas, according to the map or plat thereof recorded in volume 26, page 35 map records, Cameron county, Texas, and said 3.519 acres being Tract I- 0.690 acres and Tract II- 2.829 acres, and being more particularly located and described as follows

Tract I: 0.690 acres

COMMENCING at a steel spindle found at the northwest corner of lot 68, rancho Viejo Subdivision, section 8, and being in centerline of Av. Santa Ana (50 ft. R.o.w.); THENCE along the centerline of Av. Santa Ana, north 00 deg. 26 min. 24 sec. West, a distance of 159.08 feet to a steel spindle found at the point of curvature of a curve to the right with a radius of 1647.05 feet; THENCE along said curve to the right an arc distance of 593.49 feet (chord; North 09 deg. 52 min. 59 sec. East, a distance of 590.29 feet) to a steel spindle found at the point of tangency of said curve; THENCE North 20 deg. 12 min. 21 sec. East a distance of 41.63 feet to a steel spindle set for the southeast corner and the point of beginning of this tract;

THENCE, North 69 deg. 47 min. 39 sec. West, at a distance of 25.00 feet a one-half inch iron pin with a yellow plastic cap stamped "M&R Inc" set, at a distance of 189.80 feet a one-half inch iron pin with a yellow plastic cap stamped "M&R Inc" set, a total distance of 209.80 feet, for the southwest corner of this tract;

THENCE, North 09 deg. 26 min. 25 sec. East, at a distance of 111.97 feet a one-half inch iron pin with a yellow plastic cap stamped "M&R Inc" set on the south right-of-way line of Enchilada St., a total distance of 137.42 feet to a steel spindle found, for the northwest corner of this tract;

THENCE, along the centerline of said Enchilada St., South 69 deg. 47 min. 39 sec. East, a distance of 235.47 feet to a concrete nail found at the intersection of centerline of said Enchilada street with the centerline intersection of Av. Santa Ana, for the northeast corner of this tract;

THENCE, along the centerline of said Av. Santa Ana, south 20 deg. 12 min. 22 sec. West, a distance of 135.00 feet, to the POINT OF BEGINNING;

Tract II: 2.829 acres

BEGINNING at a steel spindle found at the northwest corner of lot 68, Rancho Viejo subdivision, section 8, and being in centerline of Av. Santa Ana (50 ft. R.o.w.), for the southwest corner of this tract;

THENCE along the centerline of Av. Santa Ana, north 00 deg. 26 min. 24 sec. West, a distance of 159.08 feet to a steel spindle found at the point of curvature of a curve to the right with a radius of 1647.05 feet;

THENCE along said curve to the right an arc distance of 593.49 feet (chord; North 09 deg. 52 min. 59 sec. East, a distance of 590.29 feet) to a steel spindle found at the point of tangency of said curve to the right;

THENCE North 20 deg. 12 min. 21 sec. East a distance of 17.43 feet to a steel spindle set, for the northwest corner of this tract;

THENCE, leaving the said centerline of Av. Santa Ana, south 69 deg. 47 min. 39 sec. East, at a distance of 25.00 feet a one-half inch iron pin with a yellow plastic cap stamped "M&R Inc" set in a six inch concrete monument on the east right-of-way line of said Av. Santa Ana, a total distance of 165.00 feet to a one-half inch iron pin with a yellow plastic cap stamped "M&R Inc" set, for the northeast corner of this tract;

THENCE, South 16 deg. 59 min. 25 sec. West, a distance of 199.57 feet to a one-half inch iron pin with a yellow plastic cap stamped "M&R Inc" set, for a corner of this tract;

THENCE, South 09 deg. 19 min. 57 sec. West, a distance of 197.81 feet to a one-half inch iron pin with a yellow plastic cap stamped "M&R Inc" set, for a corner of this tract;

THENCE, South 02 deg. 31 min. 59 sec. West, a distance of 153.73 feet to a one-half inch iron pin with a yellow plastic cap stamped "M&R Inc" set, for a corner of this tract;

THENCE, South 00 deg. 26 min. 23 sec. East, a distance of 159.08 feet to a one-half inch iron pin with a yellow plastic cap stamped "M&R Inc" found at the northeast corner of said lot 68, for the southeast corner of this tract;

THENCE, along the north boundary line of said lot 68, South 89 deg. 33 min. 36 sec. West, at a distance of 140.00 feet to a one-half inch iron pin with a yellow plastic cap stamped "M&R Inc" set in a six inch concrete monument on the east right-of-way line of said Av. Santa Ana, a total distance of 165.00 feet to the point of beginning;

CONTAINING 3.519 acres, more or less.

PARCEL TWO:

0.933 acre of land, more or less and being 0.536 acres out of lot 132, Rancho Viejo subdivision, section VII, in Cameron County, Texas, as recorded in Volume 26, Page 35, Map Records and 0.397 acre out of a 104.115 Acre (El Angel Golf course) and recorded in Volume 18183, Page 168, Official records of Cameron county, Texas; and said 0.933 acre, being more particularly located and described as follows

BEGINNING at a steel spindle found at the southwest corner of said lot 132, Rancho Viejo subdivision, section VII, and being in centerline of Av. Escandon (50 ft. R.o.w.) for the southwest corner of this tract;

THENCE leaving the centerline of Av. Escandon, North 08 deg. 32 min. 51 sec. East, at a distance of 25.0 feet to a one-half inch iron pin with a yellow plastic cap stamped "M&R Inc" set in a 6 inch concrete monument, a total distance of 232.18 feet to a one-half inch iron pin found at the northwest corner of said lot 132, for the northwest corner of this tract;

THENCE, South 26 deg. 22 min. 23 sec. East, a distance of 72.41 feet a one-half inch iron pin with a yellow plastic cap stamped "M&R Inc" set, for a corner of this tract;

THENCE, South 65 deg. 53 min. 09 sec. East, a distance of 120.96 feet a one-half inch iron pin with a yellow plastic cap stamped "M&R Inc" set, for a corner of this tract;

THENCE, South 28 deg. 14 min. 23 sec. East, a distance of 188.05 feet, to a one-half inch iron pin with a yellow plastic cap stamped "M&R Inc" set on the west right-of-way line of Av. Tesoro (50 ft. R.o.w.), for a corner of this tract;

THENCE, South 62 deg. 10 min. 02 sec. East, a distance of 25.0 feet to a steel spindle set at the centerline of Av. Tesoro and being on a curve to the right with a radius of 189.41 feet, for a corner of this tract;

THENCE, along the centerline of said Av. Tesoro, along said curve to the right an arc distance of 29.58 feet, (chord: South 32 deg. 08 min. 45 sec. West, a distance of 29.55 feet) to a steel spindle found, for a corner of this tract;

THENCE, South 36 deg. 37 min. 14 sec. West, a distance of 25.00 feet to a steel spindle found at the intersection of centerline of said Av. Tesoro with the centerline intersection of Av. Escandon and being a curve to the left with a radius of 575.00 feet, for the southeast corner of this tract;

THENCE, along the centerline of said Av. Escandon and said curve to the left, an arc distance of 281.73 feet, (chord: North 67 deg. 24 min. 57 sec. West, a distance of 278.92 feet, to the POINT OF BEGINNING;

CONTAINING 0.933 acre (40,632 sq. Ft.), more or less.

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF CAMERON §

LAND USE RESTRICTION

WHEREAS, RANCHO VIEJO, INC. owns certain properties, among others, described generally as:

1. A 177.744 acre tract situated in Shares 1, 14, and 17, of the Espiritu Santo Grant, Cameron County, Texas (more specifically described by metes and bounds) in Volume 1140, Pages 758-763, Deed Records of Cameron County, Texas;
2. A 23.635 acre tract, (more specifically described by metes and bounds) in Volume 1140, Pages 763-765, Deed Records of Cameron County, Texas;
3. A 53.580 acre tract (more specifically described by metes and bounds) in Volume 1140, Pages 765-767, Deed Records of Cameron County, Texas;
4. A 94.666 acre tract (more specifically described by metes and bounds) in Volume 1140, Pages 767 and 768, Deed Records of Cameron County, Texas; and
5. A 1.752 Acre Tract being more particularly located and described as follows:

BEGINNING at the Southernmost corner of Section 3 of Rancho Viejo Subdivision; said corner being on the centerline of Carmen Avenue and being South 58°-19'-24" West, a distance of 25.65 feet, West of the Northwest corner of Section 4 of said Subdivision;
THENCE along the centerline of Carmen Avenue, North 7°-05'-45" East, a distance of 483.66 feet, to the intersection of Carmen Avenue and Avenue Alvarado for the Northwest corner of this tract;
THENCE North 63°-41'04" East, along the centerline of Avenue Alvarado, a distance of 110.88 feet, to the Northwest corner of Lot 53 of Section 3 of said Subdivision for the Northeast corner of this tract;
THENCE along the West line of said Lot 53, South 26°-18'-56" East, at 235.0 feet, the Southwest corner of Lot 53, a total distance of 280.0 feet, for the Southeast corner of this tract; said corner being in the Resaca Del Rancho Viejo;
THENCE in said Resaca, South 44°-38'56" West, a distance of 372.01 feet, to the Northwest corner of Section 4 of Rancho Viejo Subdivision, said corner being on the East right-of-way line of Carmen Avenue;
THENCE South 58°-19'-24" West, a distance of 25.65 feet, to the PLACE OF BEGINNING:
CONTAINING 1.752 Acres, more or less;

which properties are generally described as the Diablo and Angel Golf Courses; and

WHEREAS, RANCHO VIEJO, INC. wishes to restrict portions of the above described properties to recreational use;

NOW, THEREFORE, RANCHO VIEJO, INC. restricts the use of the above described properties SAVE AND EXCEPT for those

pieces or parcels of land described in Exhibit "A", attached hereto and made a part hereof for all purposes (which parcels may or may not be within the metes and bounds descriptions of the parcels set forth in numbered paragraphs 1 through 5 above) to recreational use (being the use permitted in a Recreational District as now defined or may hereafter be defined in the Zoning Ordinances of the Town of Rancho Viejo), primarily that of golf courses. This restriction shall run with the land and furthermore shall be binding upon RANCHO VIEJO, INC., its successors or assigns.

This Land Use Restriction may not be revoked or amended except with the written consent and joinder of THE TOWN OF RANCHO VIEJO, acting through the Board of Aldermen or the equivalent thereof should the form of government change, which consent and joinder will be given only after a referendum within the Town is held, submitting the proposed change to the voters and the same is approved by Two-Thirds (2/3) of the votes cast at said election.

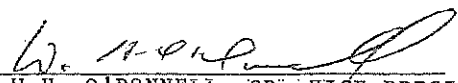
Nothing herein contained shall be deemed a dedication to the use by the public of such properties; it being expressly understood that the right to use the property is limited to the members and guests of Rancho Viejo, Inc., its successors or assigns.

DATED this 26th day of September, 1986..

RANCHO VIEJO, INC.

By: 
TED M. TRAPP, PRESIDENT

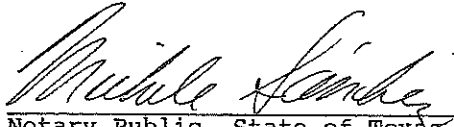
RIO GRANDE SAVINGS & LOAN
ASSOCIATION

By: 
W.H. O'DONNELL, SR., VICE-PRESIDENT
Joined herein as Mortgagee

ACKNOWLEDGMENTS

THE STATE OF TEXAS §
 §
COUNTY OF CAMERON §

This instrument was acknowledged before me this 28TH
day of OCTOBER, 1986, by TED M. TRAPP, President of
RANCHO VIEJO, INC., a Texas Corporation, on behalf of said
corporation.

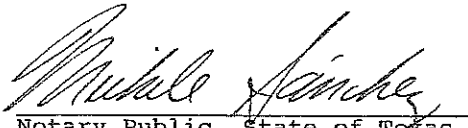


Notary Public, State of Texas

My Commission Expires:
6-1-89

THE STATE OF TEXAS §
 §
COUNTY OF CAMERON §

This instrument was acknowledged before me this 9th
day of December, 1986, by
W.H. O'DONNELL, SR. VICE-PRESIDENT
of RIO GRANDE SAVINGS & LOAN ASSOCIATION, a Texas
Corporation, on behalf of said corporation.



Notary Public, State of Texas

My Commission Expires:
6-1-89

CAUSE NO. 2013-DCL-1465-G

GOLF AND RESORTS INVESTMENTS, LLC,	§	IN THE DISTRICT COURT
	§	
Plaintiff,	§	
	§	
v.	§	404TH JUDICIAL DISTRICT
	§	
CITY OF RANCHO VIEJO, TEXAS and FALCON INTERNATIONAL BANK,	§	
	§	
Defendants,	§	CAMERON COUNTY, TEXAS

FINAL JUDGMENT AND ORDER

On July 26, 2013, after proper notice to all parties, the Court held a hearing in this matter that ultimately resolved all claims and issues involved in the above-titled and numbered cause. Golf and Resorts Investments, LLC (hereinafter "Plaintiff") and City of Rancho Viejo, Texas (hereinafter Defendant), were each represented by counsel present at the hearing. The proposed Intervenor were also represented by counsel at this hearing.

Pending before this Court was Plaintiff's Petition for Declaratory Relief and Defendant's Answer thereto. The issues raised therein were thoroughly briefed by Plaintiff and Defendant and the narrow issues raised therein were ripe for the Court's ruling.

Also pending before the Court was a Petition in Intervention Request for Temporary Orders, Temporary Injunctive Relief, and Permanent Injunctive Relief; Plaintiff's Motion to Strike Petition in Intervention, Request for Temporary Orders, Temporary Injunctive Relief, and Permanent Injunctive Relief; and Defendants' Plea to the Jurisdiction and Answer to the Petition in Intervention. The Motion to Strike was also ripe for consideration and ruling.

Counsel for Plaintiff and Defendant expressed in their respective briefing and in arguments before the Court that the fundamental issue in this lawsuit is Defendant's legal authority as a Type A General Law Municipality to hold a referendum on the question of whether to amend or revoke a Land Use Restriction that was created and filed as part of a

settlement agreement between Defendant and Plaintiff's predecessor that resolved a prior lawsuit in 1986. Specifically, the Land Use Restriction at issue (which is recorded in Volume 130 at Page 801 of the Official Records of Cameron County, Texas) contained the following language:

This Land Use Restriction may not be revoked or amended except with the written consent and joinder of THE TOWN OF RANCHO VIEJO, acting through the Board of Aldermen or the equivalent thereof should the form of government change, which consent and joinder will be given only after a referendum within the Town is held, submitting the proposed change to the voters and the same is approved by Two-Thirds (2/3) of the votes cast at said election.

Both Plaintiff and Defendant represented that as a Type A General-Law Municipality, Defendant could only legally hold the contemplated referendum on the basis of affirmative statutory authority for such a referendum, and Plaintiff and Defendant represented that they did not know of any such legal authority under Texas law.

Although Plaintiff and Defendant agreed on the problem, they disagreed on the proper way to resolve the issue of the legally impossible provision contained in the Land Use Restriction. Plaintiff suggested simply removing the portion of the Land Use Restriction that contained the legally impossible provision, i.e., that requiring a referendum prior to the board of aldermen amending or revoking the Land Use Restriction. Defendant, on the other hand, suggested that the Court consider equitable reformation of the provision by replacing this provision with alternative requirements to protect the interests of the residents and voters of the Town of Rancho Viejo.

After reviewing pertinent documents on file in this case and hearing argument from counsel for Plaintiff, Defendants, and Intervenors, respectively, the Court makes the following findings:

1. The Court finds that Intervenors' Petition in Intervention, Request for Temporary

Orders, Temporary Injunctive Relief, and Permanent Injunctive Relief should be struck in its entirety. Specifically, the Court finds that the intervention would complicate the case with an excessive multiplication of the issues and that the intervention is not essential to effectively protect the Intervenor's interest. Moreover, the Court sustains Plaintiff's objection that the Petition requesting injunctive relief fails to comply with Texas Rule of Civil Procedure 682, which requires requests for injunctive relief to be verified. Therefore, Plaintiff's Motion to Strike Petition in Intervention, Request for Temporary Orders, Temporary Injunctive Relief, and Permanent Injunctive Relief, is hereby GRANTED in its entirety and the Court STRIKES the Intervenor's Petition in Intervention, Request for Temporary Orders, Temporary Injunctive Relief, and Permanent Injunctive Relief.

2. The Court finds that the City of Rancho Viejo, a Type-A General Law Municipality, does not have the legal ability to hold the referendum contemplated by the Land-Use Restriction as a prerequisite to the board of aldermen revoking or amending the Land-Use Restriction.

3. The Court also finds that it has the authority and ability to reform the Land-Use Restriction in the minimum amount necessary.

4. The Court also finds that the requirements of the Texas Local Government Code governing the rezoning process, the provisions of the Texas Open Meetings Act, and the Town's internal committee structure will provide substantial opportunities for public participation in the rezoning question even without the referendum provision, such that the essential purpose of the Land-Use Restriction will be accomplished.

5. The Court further finds that the minimum reform necessary would involve simply removing the portion of this provision requiring a referendum. Accordingly, it is hereby ORDERED that the entirety of this paragraph of the Land-Use Restriction quoted above shall be reformed to state:

This Land Use Restriction may not be revoked or amended except with the written consent and joinder of THE TOWN OF RANCHO VIEJO, acting through the Board of Aldermen or the equivalent thereof should the form of government change.

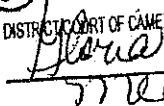
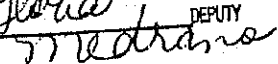
6. The Court ORDERS that a copy of this Final Judgment and Order be filed in the land records of Cameron County, Texas.

These findings resolve any and all matters raised by the parties in the above-titled and numbered cause, thereby finally resolving this case. This Order, therefore, constitutes a FINAL JUDGMENT, disposing of all claims and all parties. All costs of court and expenses are to be borne by the party incurring same.

Signed on this 19th day of August, 2013


JUDGE PRESIDING

Judge Robert C. Pate
Former District Judge
Sitting By Assignment

FILED 3:00 O'CLOCK P M
AURORA DE LA GARZA, CLERK
(C) GM AUG 22 2013
DISTRICT COURT OF CAMERON COUNTY, TEXAS
 DEPUTY


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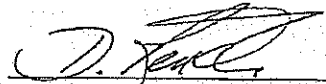
8/23/13 COPIES TO:
Agreed as to Form:

ATLAS, HALL & RODRIGUEZ, L.L.P.



E. Michael Rodriguez
Erin A. Hudson
50 W. Morrison Road, Ste. A
Brownsville, Texas 78526
Telephone: (956) 574-9333
Facsimile: (956) 574-9337
*Attorneys for Plaintiff Golf and Resorts
Investments, LLC*

THE RENTFRO LAW FIRM, P.L.L.C.



Daniel Rentfro, Jr.
2300 Boca Chica Blvd., Suite 120
P.O. Box 6355
Brownsville, Texas 78523-6355
Telephone: (956) 542-4329
Facsimile: (956) 542-4320
*Attorney for Defendant City of Rancho Viejo,
Texas*

Also, copies to: Hon. Alison White Haynes
Hon. Star Jones
Hon. Angela P. Nix (Hand Del.)

#8 Public Hearing on Request for ZONING CHANGE by Mr. Eduardo H. Mejia, Mejia and Rose, Inc., agent for Golf & Resorts Investments, LLC, owners, from “A” Recreational District to “B” Single-Family Dwelling District for the following described property - being 1.623 Acres out of El Angel Golf Course and described as Tract II – 50.373 Acres in Assumption Warranty Deed recorded in Volume 18183, Page 168, Official Records of Cameron County, Texas and being adjacent to Rancho Viejo Subdivision, Section VIII, Cameron County, Texas according to the map or plat thereof recorded in Volume 26, Page 35, Map Records, Cameron County, Texas.

On Friday, February 7, 2014, the Planning and Zoning Commission recommended to the Board of Aldermen final approval for the Request in Zoning Change from "A" Recreational District to "B" Single-Family Dwelling District for the areas of Santa Ana Lake Subdivision No. 1, Santa Ana Lake Subdivision No. 2 and the Tesoro Corner Subdivision No. 1

and

recommended to the Board of Aldermen approval of the final plats for the Santa Ana Lake Subdivision No. 1, Santa Ana Lake Subdivision No. 2 and the Tesoro Corner Subdivision No. 1

Mejia & Rose, Incorporated

Engineering

Surveying

Mejia & Rose, Inc Job no. 18963

January 20, 2014

Golf & Resorts Investments, LLC

Town of Rancho Viejo
Planning and Zoning Committee
3301 Carmen Avenue,
Rancho Viejo, Texas 78575
Attn: Cheryl Kretz

Re: Final plat approval of Proposed "Santa Ana Lake, No. 1"

Dear Mrs. Kretz,

Attached you will find the following items below "Preliminary Plat for Approval".

- 16 24"x36" copies of the proposed subdivision plat
- 16 sets 24"x36" copies of the preliminary plat/concrete shoulder engineering plans

We would also like final approval to rezone from "A" Recreational District to "B" Single Family Dwelling District.

Please contact our office with any questions or concerns.



Eduardo H. Mejia
Registered Professional Land Surveyor
State of Texas No. 3900

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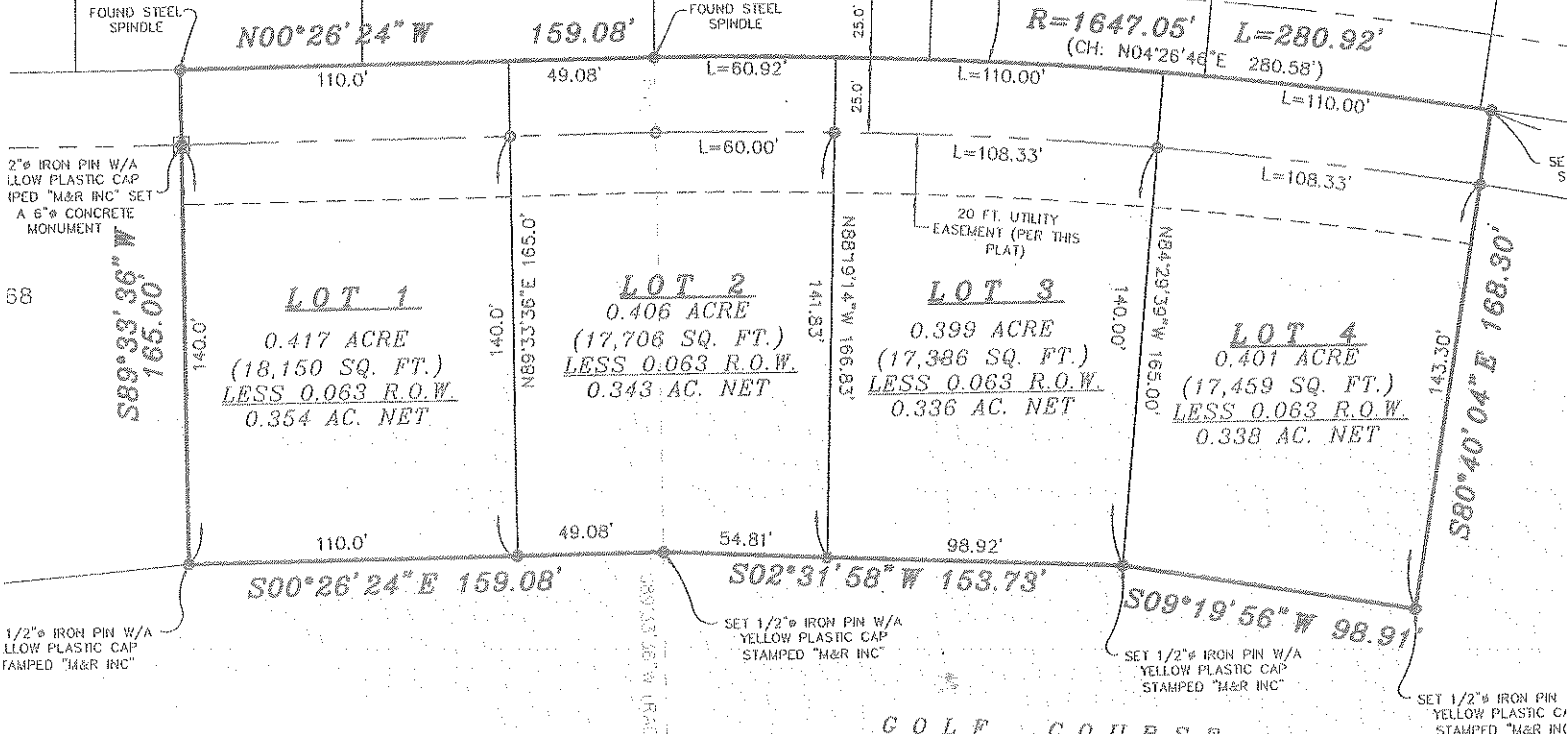
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RANCHO VIEJO SUBDIVISION
SECTION 8
(VOLUME 26, PAGES 33-43, MAP RECORDS)

POINT OF BEGINNING

E AV. SANTA ANA



GOLF COURSE

RESIDUE OF
50.373 ACRES
(VOLUME 18183, PAGE 168,
OFFICIAL RECORDS)

MUNICIPAL DISTRICT.

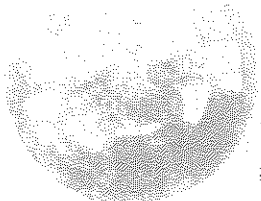
ENGINEER'S CERTIFICATION

I, James E. Rose, a registered Professional Engineer in the State of Texas, a member of the firm MEJIA & ROSE, INC., do hereby certify that proper engineering consideration has been given to this plat.

James E. Rose

1/29/12
Date

James E. Rose
Registered Professional Engineer No. 44096



COUNTY STATE OF

L. T.

RANCHO VIEJO,

#9 Consideration and Action on FINAL approval of the Request for ZONING CHANGE by Mr. Eduardo H. Mejia, Mejia and Rose, Inc., agent for Golf & Resorts Investments, LLC, owners, from “A” Recreational District to “B” Single-Family Dwelling District for the following described property - being 1.623 Acres out of El Angel Golf Course and described as Tract II – 50.373 Acres in Assumption Warranty Deed recorded in Volume 18183, Page 168, Official Records of Cameron County, Texas and being adjacent to Rancho Viejo Subdivision, Section VIII, Cameron County Texas according to the map or plat thereof recorded in Volume 26, Page 35, Map Records, Cameron County, Texas.

#10 Public Hearing on Request by Mr. Eduardo H. Mejia, Mejia and Rose, Inc., agent for Golf & Resorts Investments, LLC, owners, to approve the FINAL PLAT for the Santa Ana Lake Subdivision No. 1, Lots 1-4, being 1.623 Acres out of El Angel Golf Course and described as Tract II – 50.373 Acres in Assumption Warranty Deed recorded in Volume 18183, Page 168, Official Records of Cameron County, Texas and being adjacent to Rancho Viejo Subdivision, Section VIII, Cameron County, Texas according to the map or plat thereof recorded in Volume 26, Page 35, Map Records, Cameron County, Texas. This proposed subdivision is near the intersection of Enchilada and Santa Ana.

#11 Consideration and Action on Request by Mr. Eduardo H. Mejia, Mejia and Rose, Inc., agent for Golf & Resorts Investments, LLC, owners, to approve the FINAL PLAT for the Santa Ana Lake Subdivision No. 1, Lots 1-4, being 1.623 Acres out of El Angel Golf Course and described as Tract II – 50.373 Acres in Assumption Warranty Deed recorded in Volume 18183, Page 168, Official Records of Cameron County, Texas and being adjacent to Rancho Viejo Subdivision, Section VIII, Cameron County, Texas according to the map or plat thereof recorded in Volume 26, Page 35, Map Records, Cameron County, Texas. This proposed subdivision is near the intersection of Enchilada and Santa Ana.

#12 Public Hearing on Request for ZONING CHANGE by Mr. Eduardo H. Mejia, Mejia and Rose, Inc., agent for Golf & Resorts Investments, LLC, owners, from “A” Recreational District to “B” Single-Family Dwelling District for the following described property - being 1.896 Acres out of El Angel Golf Course and described as Tract II - 50.373 Acres in Assumption Warranty Deed Recorded in Volume 18183, Page 168, Official Records of Cameron County, Texas and being adjacent to Rancho Viejo Subdivision, Section VIII, Cameron County, Texas, according to map or plat thereof recorded in Volume 26, Page 35, Map Records, Cameron County, Texas and said 1.896 Acres being Tract I – 0.690 Acres and Tract II – 1.206 Acres.

Mejia & Rose, Incorporated

Engineering

Surveying

Mejia & Rose, Inc Job no. 18963

January 20, 2014

Golf & Resorts Investments, LLC

Town of Rancho Viejo
Planning and Zoning Committee
3301 Carmen Avenue,
Rancho Viejo, Texas 78575
Attn: Cheryl Kretz

Re: Final Plat approval of Proposed "Santa Ana Lake, No. 2"

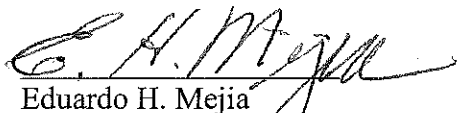
Dear Mrs. Kretz,

Attached you will find the following items below "Preliminary Plat for Approval".

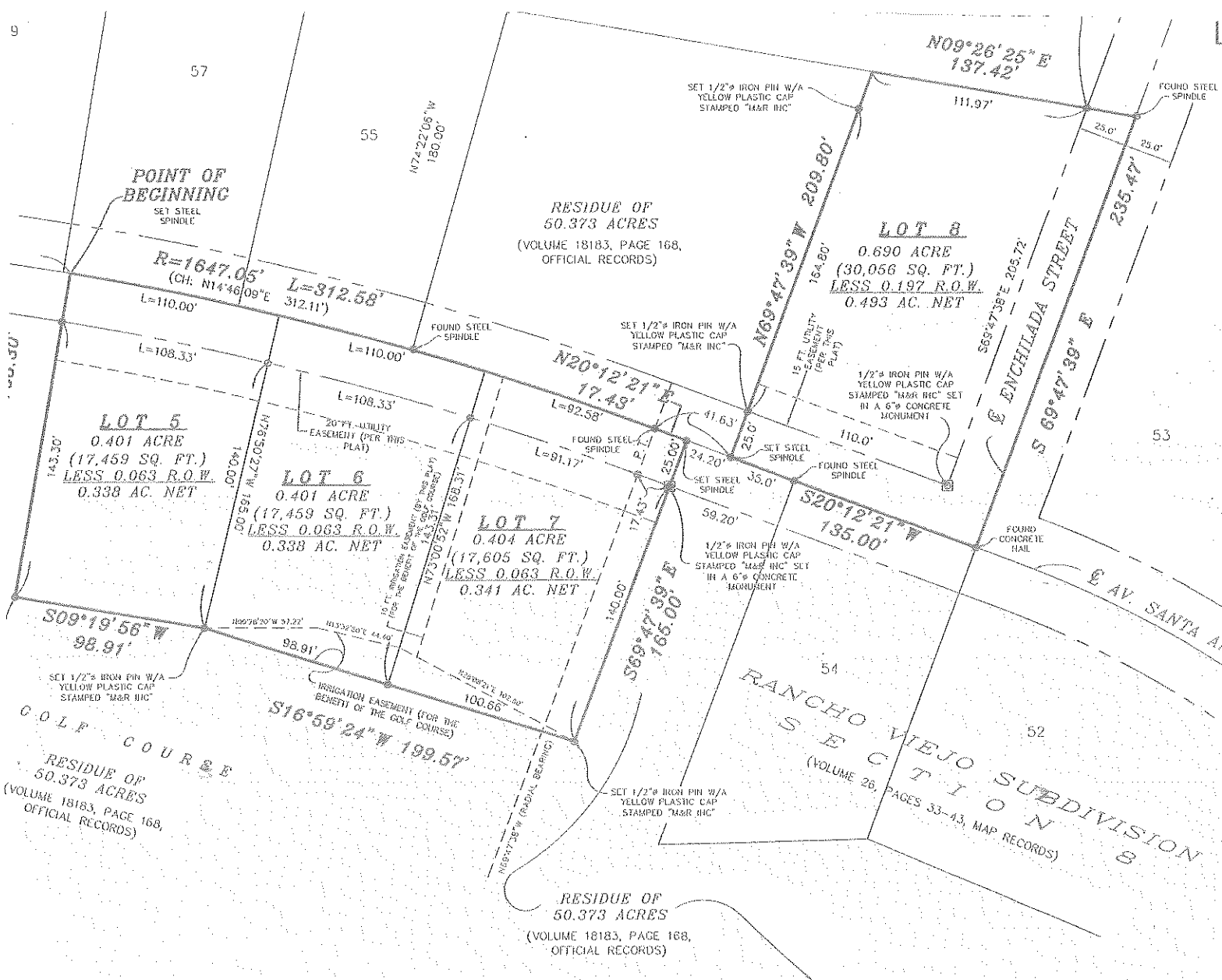
- 16 24"x36" copies of the proposed subdivision plat
- 16 sets 24"x36" copies of the preliminary plat/concrete shoulder engineering plans

We would also like final approval to rezone from "A" Recreational District to "B" Single Family Dwelling District.

Please contact our office with any questions or concerns.



Eduardo H. Mejia
Registered Professional Land Surveyor
State of Texas No. 3900



COUNTY OF CAMERON
STATE OF TEXAS

I, THE UNDERSIGNED, HOLDER OF A SECURITY INTEREST IN THE ABOVE DESCRIBED PROPERTY, BEING THE LAND SHOWN IN THIS PLAT AND DESIGNATED HEREIN AS LOTS 5 THROUGH 8, SANTA ANA LAKE SUBDIVISION,

#13 Consideration and Action on FINAL approval of the Request for ZONING CHANGE by Mr. Eduardo H. Mejia, Mejia and Rose, Inc., agent for Golf & Resorts Investments, LLC, owners, from “A” Recreational District to “B” Single-Family Dwelling District for the following described property - being 1.896 Acres out of El Angel Golf Course and described as Tract II - 50.373 Acres in Assumption Warranty Deed Recorded in Volume 18183, Page 168, Official Records of Cameron County, Texas and being adjacent to Rancho Viejo Subdivision, Section VIII, Cameron County, Texas, according to map or plat thereof recorded in Volume 26, Page 35, Map Records, Cameron County, Texas and said 1.896 Acres being Tract I – 0.690 Acres and Tract II – 1.206 Acres.

#14 Public Hearing on Request by Mr. Eduardo H. Mejia, Mejia and Rose, Inc., agent for Golf & Resorts Investments, LLC, owners, to approve the FINAL PLAT for the Santa Ana Lake Subdivision No. 2, Lots 5-8, being 1.896 Acres out of El Angel Golf Course and described as Tract II - 50.373 Acres in Assumption Warranty Deed Recorded in Volume 18183, Page 168, Official Records of Cameron County, Texas and being adjacent to Rancho Viejo Subdivision, Section VIII, Cameron County, Texas, according to map or plat thereof recorded in Volume 26, Page 35, Map Records, Cameron County, Texas and said 1.896 Acres being Tract I – 0.690 Acres and Tract II – 1.206 Acres. This proposed subdivision is near the intersection of Enchilada and Santa Ana.

#15 Consideration and Action on Request by Mr. Eduardo H. Mejia, Mejia and Rose, Inc., agent for Golf & Resorts Investments, LLC, owners, to approve the FINAL PLAT for Santa Ana Lake Subdivision No. 2, Lots 5-8, being 1.896 Acres out of El Angel Golf Course and described as Tract II - 50.373 Acres in Assumption Warranty Deed Recorded in Volume 18183, Page 168, Official Records of Cameron County, Texas and being adjacent to Rancho Viejo Subdivision, Section VIII, Cameron County, Texas, according to map or plat thereof recorded in Volume 26, Page 35, Map Records, Cameron County, Texas and said 1.896 Acres being Tract I – 0.690 Acres and Tract II – 1.206 Acres. This proposed subdivision is near the intersection of Enchilada and Santa Ana.

#16 Public Hearing on Request for ZONING CHANGE by Mr. Eduardo H. Mejia, Mejia and Rose, Inc., agent for Golf & Resorts Investments, LLC, owners, from “A” Recreational District to “B” Single-Family Dwelling District for the following described property - being 0.397 Acre out of a 104.115 Acre (El Angel Golf Course) and recorded in Volume 18183, Page 168, Official Records of Cameron County, Texas. This area is to be combined with part of Lot 132, Section VII to create the Tesoro Corner Subdivision No. 1

Mejia & Rose, Incorporated

Engineering

Surveying

Mejia & Rose, Inc Job no. 18983

January 20, 2014

Golf & Resorts Investments, LLC

Town of Rancho Viejo
Planning and Zoning Committee
3301 Carmen Avenue,
Rancho Viejo, Texas 78575
Attn: Cheryl Kretz

Re: Final Plat for Approval of “Tesoro Corner Subdivision, No. 1”

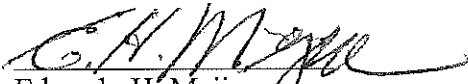
Dear Mrs. Kretz,

Attached you will find the following items below “Preliminary Plat for Approval”.

- 16 24”x36” copies of the proposed subdivision plat
- 16 24”x36” copies of the preliminary plat/concrete shoulder engineering plans

We would also like the final approval to rezone from “A” Recreational District to “B” Single Family Dwelling District.

Please contact our office with any questions or concerns.



Eduardo H. Mejia
Registered Professional Land Surveyor
State of Texas No. 3900

VACATED PORTION
OF LOT 132
(BY THIS PLAT)
(RETAINED BY GOLF
& RESORTS
INVESTMENTS, LLC.)
ORIGINAL LOT
LINE OF LOT 132

RAKCHO VIEJO SUBDIVISION, SECTION 7

LOT 134

$N08^{\circ}32'51'' E$
 $232.78'$

LOT 132 0.933 ACRE
40,632 SQ. FT.
LESS 0.181 ACRE, R.O.W.
0.752 ACRE NET
LOT 4 - BLOCK 1

AVE. ESCANDON
(50 FT. R.O.W.)

AVE. TESORO
(50 FT. R.O.W.)

POINT OF
BEGINNING
SOUTHWEST CORNER OF LOT
132, FOUND STEEL
SPINDLE

133

$R = 575.00'$
(CH: $N67^{\circ}24'57'' W$ 278.92')

$L = 281.73'$

131

129

$S62^{\circ}10'02'' E$
 $25.00'$

$R = 169.41'$
 $L = 29.58'$
(CHORD: $S32^{\circ}08'4$
 $29.55'$)

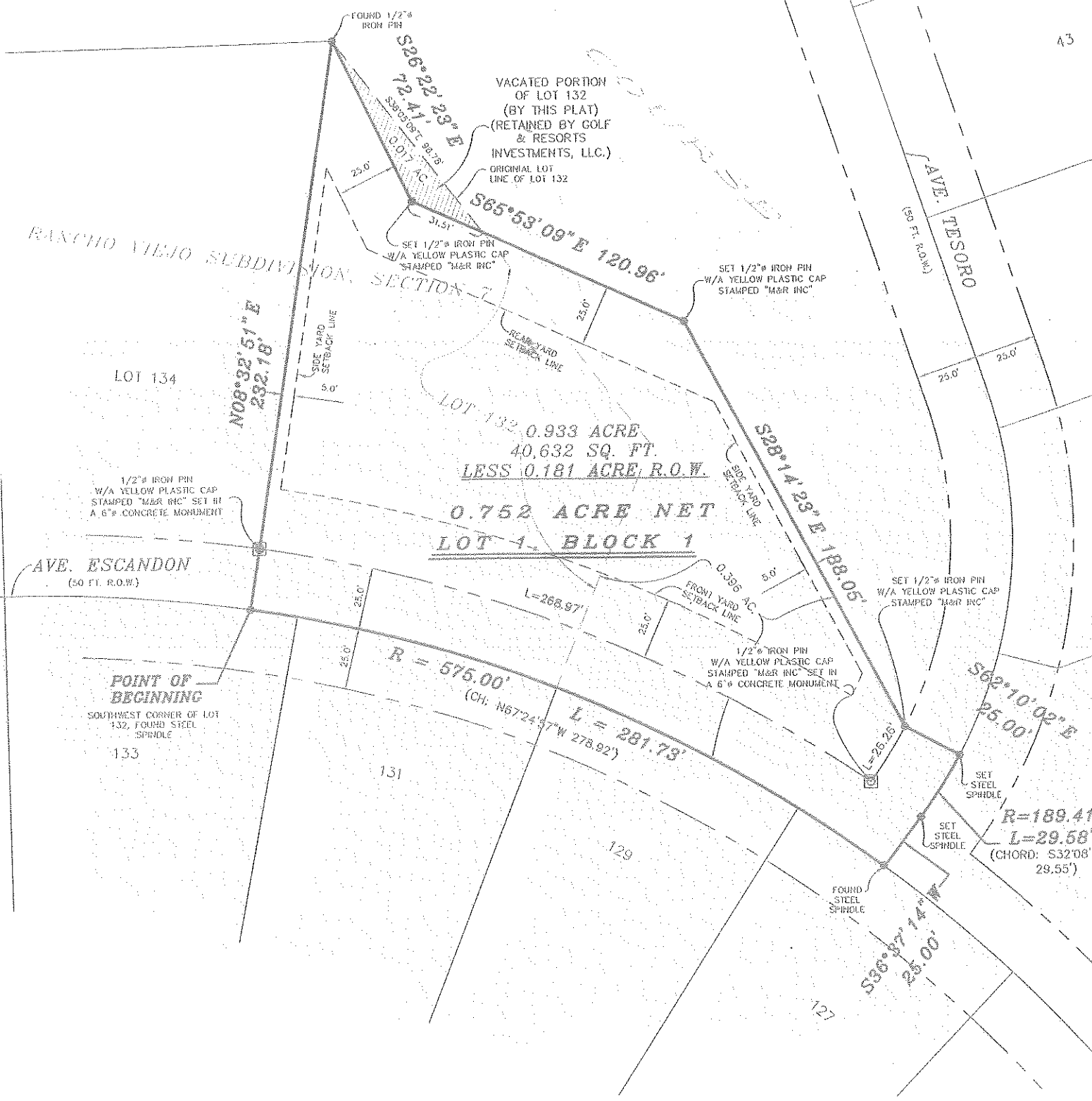
SET STEEL SPINDLE

SET STEEL SPINDLE

FOUND STEEL SPINDLE

$S36^{\circ}37'14'' W$
 $25.00'$

127



#17 Consideration and Action on FINAL approval of the Request for ZONING CHANGE by Mr. Eduardo H. Mejia, Mejia and Rose, Inc., agent for Golf & Resorts Investments, LLC, owners, from “A” Recreational District to “B” Single-Family Dwelling District for the following described property - being 0.397 Acre out of a 104.115 Acre (El Angel Golf Course) and recorded in Volume 18183, Page 168, Official Records of Cameron County, Texas. This area is to be combined with part of Lot 132, Section VII to create the Tesoro Corner Subdivision No. 1

#18 Public Hearing on Request by Mr. Eduardo H. Mejia, Mejia and Rose, Inc., agent for Golf & Resorts Investments, LLC, owners, to approve the FINAL PLAT for the Tesoro Corner Subdivision No. 1, being 0.933 Acre of land, more or less, and being 0.536 Acres out of Lot 132, Rancho Viejo Subdivision, Section VII, in Cameron County, Texas as recorded in Volume 26, Page 35, Map Records and 0.397 Acre out of a 104.115 Acre (El Angel Golf Course) and recorded in Volume 18183, Page 168, Official Records of Cameron County, Texas

#19 Consideration and Action on Request by Mr. Eduardo H. Mejia, Mejia and Rose, Inc., agent for Golf & Resorts Investments, LLC, owners, to approve the FINAL PLAT for the Tesoro Corner Subdivision No. 1, being 0.933 Acre of land, more or less, and being 0.536 Acres out of Lot 132, Rancho Viejo Subdivision, Section VII, in Cameron County, Texas as recorded in Volume 26, Page 35, Map Records and 0.397 Acre out of a 104.115 Acre (El Angel Golf Course) and recorded in Volume 18183, Page 168, Official Records of Cameron County, Texas

#20 Consideration/Action on Reappointment of Members to the Planning and Zoning Commission

Mayor Hager will recommend that Mr. Filiberto Conde and Mr. Glenn McGehee be reappointed to the Planning and Zoning Commission for two years

#21 Consideration/Action on Memorandum of Agreement to Participate in the Council of Cities, Cameron County, TX Hazard Mitigation Action Plan and Letter of Intent to Participate

**Memorandum of Agreement to Participate In the Council of Cities,
Cameron County, TX Hazard Mitigation Action Plan**

The City of _____ agrees to participate in the Council of Cities, Cameron
County Area Hazard Mitigation Action Plan.

Signature _____ Print Name _____

Position _____ Date _____

The city of _____ does not wish to participate in the Council of Cities,
Cameron County Area Hazard Mitigation Action Plan.

Signature _____ Print Name _____

Position _____ Date _____

We will attend Planning Workshop yes _____ no _____

We will attend Public Meeting yes _____ no _____



3301 CARMEN AVE, 78575

Phone 956-350-4093

Fax 956-350-4156

Carolyn Sudduth
Hazard Mitigation Plans Officer
Texas Department of Emergency Management
P.O. Box 4087
Austin, TX 78773-0220

Date: February 11, 2014

RE: Intent to Participate – Council of Cities, Cameron County, TX Hazard Mitigation Plan

Dear Ms. Sudduth:

The purpose of this letter is to declare that the Town of Rancho Viejo intends to participate in the Council of Cities, Cameron County, TX Hazard Mitigation Plan.

The Town of Rancho Viejo agrees that the City of Los Fresnos will be the lead agency in signing of the documents on behalf of the Council of Cities, Cameron County, TX Hazard Mitigation Plan.

Please accept this letter as notice of our intent to participate and meet the requirements of the Hazard Mitigation Grant Program Planning Grant application for the Council of Cities, Cameron County, TX.

Sincerely,

Jean Hager
Mayor



SAMPLE

PROJECT DESCRIPTION

BACKGROUND

Cameron County is developing a **Hazard Mitigation Action Plan** (“Plan” or “HMAP”) that will address natural hazards that affect the county and participating entities. The Federal Emergency Management Agency (FEMA) defines *Mitigation* as *sustained actions taken to reduce or eliminate long-term risk to people and property from hazards and their effects*. Therefore, the goal of the Plan is to minimize or eliminate the long-term risk to human life and property from known hazards through effective mitigation.

This Plan will be prepared as a new, stand-alone plan, reflecting conditions that have had an impact area-wide. When complete, the Plan will comply with all and applicable provisions of the Disaster Mitigation Act of 2000 (DMA 2000) and FEMA’s criteria for approval of mitigation plans required in Section 322 of the DMA 2000.

A FEMA-approved hazard mitigation plan is required for eligibility for grant funds through FEMA’s Hazard Mitigation Assistance (HMA) programs, which include: Hazard Mitigation Grant Program (HMGP), Pre-Disaster Mitigation (PDM), Flood Mitigation Assistance (FMA), Repetitive Flood Claims (RFC), and the Severe Repetitive Loss (SRL) program. Funds from these federal grant programs may be awarded to all planning participants, including schools, hospitals, and non-profit organizations, to implement mitigation projects identified in the Plan.

PROCESS OF PLAN DEVELOPMENT

Cameron County has secured the services of a project team headed by H2O Partners, Inc. to assist in the preparation of the Plan and the planning process, which involves the following steps:

1. Capability Assessment

As part of this effort, the H2O team will conduct a Capability Assessment by examining and evaluating the programmatic, technical, administrative and fiscal capabilities of participants to mitigate the effects of natural hazards. This assessment includes the identification and review of relevant plans, policies and programs already in place, such as land use plans, flood control programs, natural resource studies, zoning ordinances, building codes, subdivision regulations, post-disaster public assistance grants, and capital improvements plans. The purpose is to detect any existing gaps, shortfalls or conflicts within existing or ongoing activities that could contribute to hazard vulnerability. The assessment will also highlight the positive measures in place that should continue to be supported and enhanced through future mitigation efforts.



2. Hazard Identification and Analysis

During this step, the project team will identify and compile relevant data on all potential hazards that threaten the county-wide area. Information that will be collected includes historical data on past hazard events and how these events impacted residents, property, and the overall community.

Based upon historical occurrences and best available data, the project team will identify and describe hazards that threaten the area. Detailed hazard profiles will include information on the frequency, magnitude, location and impact for each hazard in addition to estimating the probabilities for future hazard events.

3. Mitigation Strategy Development

Based on the findings of the **Capability Assessment** and **Risk Assessment**, the project team will work with plan participants toward drafting an overall **Mitigation Strategy** for the planning area. The strategy will be comprised of a comprehensive range of mitigation actions, such as: preventive actions, property protection techniques, natural resource protection strategies, structural projects, prevention and public information, and awareness activities. Once established, the actions will be prioritized and a method and schedule for implementing, evaluating and monitoring actions will be developed.

PUBLIC PARTICIPATION

Public Participation is integral to mitigation planning; as such, the public will be invited to attend meetings through the Cameron County website, social media, flyers, and newspapers to solicit input. They may participate and provide feedback as well by completing a Public Survey available on the county's website at <http://www.surveymonkey.com/s/CameronCountyHMAP>.

PLAN REVIEW, ADOPTION AND APPROVAL

In accordance with federal planning requirements, all participating planning team members must review the Plan. Once approved by the project team it will be submitted for formal approval to the Texas Division of Emergency Management (TDEM). H2O will complete any revisions requested by TDEM. After review and approval, TDEM will submit the Plan to FEMA for review. After FEMA approval, all participating entities must formally adopt the Plan.

Please direct any questions regarding the Plan to Cathy Meek, Project Manager for H2O Partners, at cathy@h2opartnersusa.com or by cell at (512) 924-9874.

Sample

H₂O PARTNERS



PO Box 160130
Austin, TX 78716

LETTER OF AGREEMENT

This Letter of Agreement ("Agreement"), dated [redacted] 2014, is entered into by and between **H2O Partners, Inc.**, P.O. Box 160130, Austin, TX 78716, a corporation formed under the laws of the State of Texas (hereinafter referred to as "**Consultant**") and the City of Los Fresnos on behalf of the Coalition of Cities of Cameron County (hereinafter referred to as "**Client**").

WITNESSETH

WHEREAS, the Federal Emergency Management Agency (FEMA) requires that mitigation plans are updated every five years in order to maintain eligibility for grant funding; and

WHEREAS, **Client** participated in a Hazard Mitigation Action Plan (HMAP) for the Rio Grande Valley;

WHEREAS, FEMA requires that HMAPs are updated every five (5) years and **Client** intends to request funding through FEMA's Hazard Mitigation Grant Program (HMGP) to update and develop a new plan for [redacted] cities within Cameron; and

WHEREAS, **Consultant** agrees to perform the technical and professional work required for the development of an HMGP Application (hereinafter referred to as "Application").

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, it is hereby agreed as follows:

1. Scope of Services

- A. **Consultant** will develop a scope of work, conduct a review of hazard history, develop all forms, and create a draft budget for the Application.
- B. **Consultant** shall fulfill all requirements of the Application, including submission to the Texas Division of Emergency Management (TDEM).

888.328.4151
512.329.6612 fax
info@h2opartnersusa.com
www.h2opartnersusa.com

LETTER OF AGREEMENT

- C. **Consultant** shall correspond with State and Federal agencies throughout the application process and after the Application is submitted, as necessary.
- D. **Client** shall sign all necessary forms and provide identifying data that may be necessary for the Application as requested by **Consultant**, including but not limited to DUNS number and tax identification number.

2. Time of Performance

- A. **Consultant** agrees to begin upon the execution of this Agreement and continue work until FEMA approval of the Application.
- B. **Consultant** agrees to submit the Application by the deadline set for the Disaster Declaration (DR-4136).
- C. **Consultant** may modify the time of performance upon written approval from **Client**.
- D. Termination of the Agreement by **Client** releases **Consultant** from all obligations imposed up to the point of termination, and the **Consultant** shall immediately deliver to **Client** all material and products completed or in progress.

3. Compensation

- A. In consideration for the services to be performed under this Agreement, **Consultant** shall be paid a lump sum amount not to exceed \$1,500.00. This includes all reasonable and necessary expenses, including any costs of submission of the Application.
- B. **Consultant** shall bill **Client** for total compensation amount in above referenced paragraph upon completion of the Application.
- C. **Client** shall pay **Consultant** for services rendered not later than 30 days from the invoice date.

4. Indemnification

Consultant agrees to hold harmless **Client** from and against any losses, claims, liabilities, or damages occurring as a result of or arising out of this Agreement on account of **Consultant's** negligence or willful misconduct (or the negligence or willful misconduct of any of their respective affiliates), to the extent not caused by the fault of **Client**.

5. Termination

LETTER OF AGREEMENT

- A. **Client** may terminate this **Agreement**, or any portion of it, by serving a notice of termination on the **Consultant**, which shall be effective on the date of the receipt of the notice of termination. The notice shall state whether the termination is for convenience of **Client** or for default of the **Consultant**.
- B. If the termination is for default, the notice shall state the manner in which the **Consultant** has failed to perform the requirements of the **Agreement**.
- C. If the termination is for the convenience of **Client**, the **Consultant** shall be paid its costs up to the time of notice to stop work and reasonable contract close-out costs.

6. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflict of laws provisions thereof.

7. Confidentiality

Confidential Information includes all information in any form whatsoever (a) that has been marked as proprietary or confidential; (b) whose confidential nature has been made known by the disclosing party, orally or in writing, to recipient; or (c) that due to its character and nature, a reasonable person under like circumstances would treat as confidential. Confidential Information does not include information which: (a) is known to the recipient prior to disclosure by the disclosing party; (b) is rightfully received by the receiving party from a third party having the right to disclose the information; (c) is or becomes publicly available through no act of the receiving party; (d) is hereafter furnished by the disclosing party to others without a similar restriction on disclosure; or (e) is independently developed by the receiving party without benefit of the other's Confidential Information.

IN WITNESS WHEREOF, the parties hereto have caused this **Agreement** to be duly executed on the day and year first above written.

H2O Partners, Inc.

BY: _____
NAME: Erin Capps
TITLE: Vice President, Operations
DATE: _____

City of Los Fresnos

BY: _____
NAME: _____
TITLE: _____
DATE: _____

SAMPLE



PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“AGREEMENT”), dated , is entered into by and between H2O Partners, Inc., P.O. Box 160130, Austin, TX 78716, a corporation formed under the laws of the State of Texas (hereinafter referred to as “CONSULTANT”) and the _____ Council of Cities, Cameron County, TX Hazard Mitigation Plan, located at _____, (hereinafter referred to as “CLIENT”).

WITNESSETH

WHEREAS, CLIENT intends for CONSULTANT to develop a Federal Emergency Management Agency (FEMA)-approved Hazard Mitigation Action Plan (hereinafter referred to as “PLAN”); and

WHEREAS, CONSULTANT agrees to perform the technical and professional work for the creation of the PLAN that shall be compliant with the criteria established by the Disaster Mitigation Act of 2000 and standards set forth by the Texas Department of Emergency Management; and

WHEREAS, CONSULTANT agrees to provide all technical and professional expertise, knowledge, management, and other resources required for developing the Plan;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, it is hereby agreed as follows:

1. Professional Quality

CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, documents, estimates, specifications, reports, studies and other material (all items collectively hereinafter called "PROJECT DOCUMENTS") and plan consulting services (hereinafter “SERVICES”) furnished by the CONSULTANT under this AGREEMENT. Approval by the CLIENT of PROJECT DOCUMENTS, services, and incidental consulting services shall not in any way relieve the CONSULTANT of responsibility for the technical accuracy of the consulting services performed. The CLIENT'S review, approval or acceptance of, or payment for any of the services described herein shall not be construed to operate as a waiver of any rights under this AGREEMENT or of any cause of action arising out of the performance of this AGREEMENT.

2. Scope of Services-Consultant

- A. Under the auspices of the CONSULTANT and on the condition that this AGREEMENT is entered into on or before March 31, 2014, the CONSULTANT will conduct a series of three (3) Workshops and presentations no later than June 30, 2014. The series of workshops include a formal Kickoff, presentation of Risk Assessment analysis, and Mitigation Strategy development. The Kickoff and Mitigation Strategy workshops will be on-site in Cameron County at the location specified by CLIENT. The Risk Assessment workshop will be conducted via live webinar by H2O Partners.
- B. CONSULTANT will facilitate the development of a hazard mitigation planning committee and develop a detailed tracking contract sheet for the management of documents requested.
- C. CONSULTANT will develop all meeting and workshop notices and materials.
- D. CONSULTANT will develop and distribute capability assessments to the CLIENT in order to review and incorporate, if appropriate, any existing plans, studies, reports and technical information into the PLAN.
- E. CONSULTANT shall develop a format for the PLAN.
- F. CONSULTANT shall develop a public survey in addition to public and stakeholder presentations in order to provide for a detailed process of public involvement.
- G. CONSULTANT will complete a review of the previous risk assessment and conduct a new analysis and risk and vulnerability assessment for the PLAN using HAZUS-MH loss estimation software.
- H. CONSULTANT will develop materials and conduct one (1) Risk Assessment Workshops based on preliminary results of the risk assessment.
- I. CONSULTANT will conduct one (1) Mitigation Strategy Workshop where CONSULTANT will work with CLIENT to identify and prioritize new mitigation strategies for the creation of mitigation actions to be included in the PLAN.
- J. CONSULTANT will conduct at least three (3) public meetings in conjunction with the Mitigation Strategy phase of the planning process, facilitated by CONSULTANT.
- K. CONSULTANT shall write and develop each section of the PLAN and submit a preliminary draft version to CLIENT by August 31, 2014

- L. Following the receipt of comments and revisions from CLIENT, CONSULTANT will revise the PLAN as necessary and submit a draft to TDEM.
- M. CONSULTANT shall complete a Crosswalk for the PLAN and complete revisions as required by TDEM.
- N. Once the PLAN is approved by TDEM and submitted to FEMA, CONSULTANT shall revise the PLAN and Crosswalk if required by FEMA.

3. Scope of Services-Client

A. CLIENT will render services inclusive of the following:

- 1) Providing contact information for jurisdictions participating in the PLAN and sending out notices that have been provided to CLIENT by CONSULTANT regarding upcoming meetings via e-mail, where available.
- 2) Establishing dates and locations of all meetings and workshops.
- 3) In conjunction with CONSULTANT, compiling a list of stakeholders to include area businesses, school districts, hospitals, utility districts, area agencies and organizations that may be interested in providing input into the PLAN and providing notice of meetings to said stakeholders.
- 4) Advertising all public and stakeholder meetings for the PLAN on CLIENT's website or in the legal notice section of local newspapers.
- 5) Furnishing or making available a projector and screen for PowerPoint presentations at each meeting.
- 6) Assisting the CONSULTANT by placing at their disposal all available pertinent data for the PLAN, including the following:
 - i. GIS data (if available);
 - ii. Dam inundation maps (if current security permissions allow);
 - iii. Information on past mitigation or grant projects, including date, amount and completion notes; and
 - iv. Current National Flood Insurance Program (NFIP) status.
 - v. History of previous natural disasters, if available
 - vi. List of critical facilities in each jurisdiction and lat/long locations
- 7) Examining documents submitted by the CONSULTANT and rendering a decision pertaining thereto promptly, to avoid unreasonable delay in the progress of the CONSULTANT'S SERVICES.
- 8) All participating jurisdictions must sign a Letter of Intent to participate, forward to TDEM, and copy CONSULTANT via email, fax or regular mail; appoint a primary and secondary Point of Contact and agree to, a). attend all workshops and meetings, b). develop new mitigation actions for the respective jurisdiction to include in the PLAN, c). if unable to attend workshop(s), maintain contact with CONSULTANT to complete required paperwork by specified deadline.

PROFESSIONAL SERVICES AGREEMENT

- B. CLIENT shall be responsible for the formal adoption of the PLAN once approved by FEMA, by way of a resolution. If requested, a sample resolution will be provided by CONSULTANT.
- C. The services, information, and reports required by this Section, inclusive, shall be furnished at the CLIENT'S expense, and the CLIENT will use its best efforts to apprise the CONSULTANT of any inaccuracies or inconsistencies in the information provided.

4. Time of Performance

- A. CONSULTANT agrees to begin work on the day of execution of this AGREEMENT and continue work until FEMA approval of the PLAN.
- B. This AGREEMENT may be extended upon the completion of an additional written Letter of Agreement signed by CONSULTANT and CLIENT.
- C. CONSULTANT may modify the time of performance upon written approval from CLIENT.
- D. Termination of the AGREEMENT by CLIENT releases CONSULTANT from all obligations imposed up to the point of termination, and the CONSULTANT shall immediately deliver to CLIENT all material and products completed or in progress.

5. Compensation

- A. For and in consideration of SERVICES, CLIENT shall pay, and the CONSULTANT shall receive, compensation as hereinafter set forth. All remittance by the CLIENT for such compensation shall either be mailed or delivered to the CONSULTANT'S office as identified in Section 10, "Notices".
- B. Compensation for SERVICES shall be based on personnel time plus expenses in an amount not to exceed \$ _____ without prior written authorization from CLIENT to be paid as follows: For all the CONSULTANT'S personnel time applied to SERVICES, compensation shall be based on the following billing rates:
 - 1) Professional Consultants: \$150.00 / hour
 - 2) Administrative Support: \$60.00 / hour

PROFESSIONAL SERVICES AGREEMENT

- C. Expenses will be billed for reimbursable items, including, but not limited to: mailings, postage, delivery services, clerical services, and printing services. Total cost of expenses is calculated in the fee agreement in Subparagraph "B" above.
- D. Invoices will be submitted monthly and shall include a description of work completed along with any reasonable and necessary expenses incurred by CONSULTANT. Unless and until the CONSULTANT is otherwise notified, invoices shall be submitted by e-mail to the CLIENT's office as identified in Section 10, "Notices".
- E. CLIENT shall pay CONSULTANT for services rendered no later than 30 days from receipt of invoice.
- F. CONSULTANT shall develop the HMGP Grant Application for PLAN development at no cost to CLIENT, provided CLIENT provides H2O Partners a guarantee in writing to engage CONSULTANT'S services in development of the PLAN. Otherwise, CLIENT will compensate CONSULTANT \$1,500 for development of the HMGP planning grant application. Subsequent to CLIENT compensating CONSULTANT for development of the grant application, and CLIENT determines no procurement process is needed, and forms an Agreement for PLAN development with CONSULTANT, CONSULTANT will either reimburse CLIENT \$1,500, or retain _____ % of the available management fee provided in the grant.

6. Laws and Ordinances

CONSULTANT shall at all times observe and comply with all federal, state, and local laws, ordinances, rules, regulations, and orders of any public authority, which in any manner affect this AGREEMENT or the PLAN. CONSULTANT agrees, moreover, not to discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, or national origin. CONSULTANT agrees to comply with the Immigration Reform and Control Act of 1986 and the Americans with Disabilities Act of 1990. The CONSULTANT agrees that the indemnification provisions of Section 7 "Indemnification" encompass any failure by the CONSULTANT to comply with this article.

7. Indemnification

- A. CONSULTANT agrees to indemnify and hold harmless CLIENT from and against any losses, claims, liabilities, or damages occurring as a result of or arising out of this AGREEMENT on account of CONSULTANT's negligence or willful misconduct (or the negligence or willful misconduct of any of their respective affiliates), to the extent not caused by the fault of CLIENT.

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- B. CLIENT agrees to indemnify and hold harmless CONSULTANT, and its affiliates, directors, officers, and employees, from and against any losses, claims, liabilities, or damages occurring as a result of or arising out of this AGREEMENT limited to the negligence or willful misconduct of the CLIENT to the extent not caused by the fault of CONSULTANT.

8. Assignment

Neither this AGREEMENT, nor any right privilege or cause of action arising hereunder may be assigned by CONSULTANT in whole or in part for any purpose and whether in settlement of litigation or not, and any purported assignment shall be null, void and unenforceable without the written consent of the CLIENT. The CLIENT and the CONSULTANT each binds itself and its successors and assigns to the other party with respect to all covenants of this AGREEMENT.

9. Termination

- A. CLIENT may terminate this AGREEMENT, or any portion of it, by serving a notice of termination on the CONSULTANT, which shall be effective on the date of the receipt of the notice of termination. The notice shall state whether the termination is for convenience of CLIENT or for default of the CONSULTANT.
- B. If the termination is for default, the notice shall state the manner in which the CONSULTANT has failed to perform the requirements of the AGREEMENT.
- C. If the termination is for the convenience of CLIENT, the CONSULTANT shall be paid its costs up to the time of notice to stop work and reasonable contract close-out costs.

10. Notices

- A. All notices and communications under this AGREEMENT to be delivered to the CLIENT shall be sent to the address of the CLIENT as follows, unless and until the CONSULTANT is otherwise notified:
- Council of Cities, Cameron County, TX
Address
Phone
Email
- B. All notices and communications under this AGREEMENT to be delivered to the CONSULTANT shall be sent to the address of the CONSULTANT as follows, unless and until the CLIENT is otherwise notified:

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H2O Partners, Inc.
2900 N. Quinlan Park Rd, Ste 240-135
Austin, TX 78732
Attn: Cathy Meek
cathy@h2opartnersusa.com

11. Independent Contractor

The services performed hereunder by the CONSULTANT shall be subject to CLIENT'S inspection and approval, but the detailed manner and method of doing said services shall be under the control of the CONSULTANT. In the performance of services hereunder, CONSULTANT shall be deemed an independent contractor, and any of its employees performing services required hereunder shall be deemed solely employees of CONSULTANT or its subcontractor, and not employees of the CLIENT.

12. Legal Construction

- A. In case any one or more of the provisions contained in this AGREEMENT shall be for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this AGREEMENT shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. The validity of this AGREEMENT and of any of its terms or provisions, as well as the rights and duties hereunder, shall be governed by the laws of the State of Texas.
- B. Nothing in this AGREEMENT is intended to waive any governmental immunity available to CLIENT under Texas law or waive any defenses of CONSULTANT or CLIENT under Texas law. This AGREEMENT shall not be construed for the benefit of any third party, nor does it create or grant any right or cause of action in favor of any third party against CLIENT or CONSULTANT.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be duly executed on the day and year first above written.

H2O Partners, Inc.

Council of Governments

PROFESSIONAL SERVICES AGREEMENT

BY: _____
NAME: Jo Ann Howard
TITLE: President
DATE: _____

BY: _____
NAME: _____
TITLE: Executive Director
DATE: _____

#22 Public Comment

#23 Adjourn into Executive Session, as authorized by Subchapter D of Chapter 551 of the Government Code to discuss with attorneys matters in which the duty of the attorneys under the Rules of Professional Conduct clearly conflict with Chapter 551

#24 Possible action on matters or items discussed in Executive Session

#25 Adjourn