



NOTICE OF A PUBLIC MEETING
TOWN OF RANCHO VIEJO
BOARD OF ALDERMEN
REGULAR MEETING
FEBRUARY 21, 2023
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 21, 2023, 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 10, 2023
6. Public Hearing on Replat Request by Paco Aldape from Gonzalez Engineering, representative for Pat Pace, Jr. and Elizabeth Conner Pace, owners of Lots 7 and 9 Section 8; to replat two lots into one lot
7. Discussion/Action on Replat Request by Paco Aldape from Gonzalez Engineering, representative for Pat Pace, Jr. and Elizabeth Conner Pace, owners of Lots 7 and 9 Section 8; to replat two lots into one lot
8. Public Hearing on Rezone Request by Anthony DePonce, representative for Rancho Cordillera, LLC owner of 9.66 acres out of Share 1, Espiritu Santo Grant; to be changed from "A" Recreational District to "C" Multiple Family Dwelling District
9. Discussion/Action on Rezone Request by Anthony DePonce, representative for Rancho Cordillera, LLC owner of 9.66 acres out of Share 1, Espiritu Santo Grant; to be changed from "A" Recreational District to "C" Multiple Family Dwelling District
10. Consideration/Action to Approve Texas Regional Bank's Request to Release Pledged Securities
11. Consideration and Possible Approval on Action Required under Texas Govt. Code 2254, for the Town to provide a Written Statement and Finding of the Need for Specialized Contingent Fee Legal Services for Delinquent Tax Collection.
12. Consideration and Approval of a Contract with Linebarger Goggan Blair & Sampson, LLP for Collection of Delinquent Taxes.
13. Consideration of Proposal and Award of Contract for Solid Waste Collection and Brush Removal and Authorize Mayor to Sign Contract
14. Consideration/Approval of an Ordinance of the Town of Rancho Viejo Awarding a Solid Waste Collection and Disposal Franchise from the Town of Rancho Viejo to Republic Services
15. Consideration/Action to Appoint a Selection Committee to Review Statements of Qualifications for Professional Engineering Services

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TOWN OF RANCHO VIEJO
BOARD OF ALDERMEN
REGULAR MEETING
FEBRUARY 21, 2023
6:00 P.M.

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16. Update on Request for "Statements of Qualifications" for "Comprehensive Planning Services"
17. Consideration/Authorization for the Town of Rancho Viejo to Issue Requests for Proposals (RFP) for Administrative Services and Requests for Qualifications (RFQs) for Engineering Services for the American Rescue Plan Act of 2021
18. Consideration/Action Regarding TML Health Benefit's Pool's Contribution Policy to Implement Change to its Benefit Waiting Period ("BWP") for New Hires
19. Consideration/Approval of a Resolution of the Board of Aldermen of the Town of Rancho Viejo, Texas, for the Submission of a Grant Application to the Office of the Governor, Homeland Security Grants Division, Operation Local Border Security Grant
20. Consideration/Action on Employment of Regular Police Officer and Setting of Salary
21. January 2023 Police Report –Police Chief
22. Adjourn into Executive Session, as authorized by Section 551.071(2) 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 conflicts with Chapter 551.
23. Possible Action discussed in Executive Session.
24. Adjourn



Fred Blanco, Town Administrator



State of Texas
County of Cameron
Town of Rancho Viejo

I, the undersigned authority, do hereby certify that the above NOTICE OF MEETING of the Board of Aldermen of the Town of Rancho Viejo, Texas is a true and correct copy of said NOTICE, which has been posted on the Window of the Town of Rancho Viejo Municipal Office, 3301 Carmen Avenue, Rancho Viejo, Texas, a place convenient and readily accessible to the General Public, on February 17, 2023 at 5:00 P.M. and which will be continuously posted for a period of seventy-two (72) hours prior to the date and time said meeting was convened.

ATTEST:



Fred Blanco, Town Administrator

1. Call to Order

by Mayor Guerrero

2. Roll Call

by Isabel Perales

Alderman Hernandez

Alderman Johnson

Alderwoman Kaechele

Alderman Ricoy

Alderman Vera

Legal Counsel, Daniel Rentfro, Jr.

Town Administrator, Fred Blanco

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 – Regular Meeting January 10, 2023

TOWN OF RANCHO VIEJO
BOARD OF ALDERMEN
MINUTES OF A REGULAR MEETING
JANUARY 10, 2023

A REGULAR MEETING of the BOARD OF ALDERMEN of the TOWN OF RANCHO VIEJO, TEXAS, was held on, January 10, 2023, 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:

The meeting was called to order by Mayor Maribel Guerrero at 6:05 P.M.

2. ROLL CALL:

Roll call was made by Isabel Perales, Assistant Town Secretary.

Members present at the meeting were:

Alderman Alfredo Hernandez, Alderman Mark Johnson, Alderwoman Laura Kaechele, Alderman Marcos Ricoy, and Alderman Javier Vera.

Legal Counsel Daniel Rentfro, Jr., Town Administrator Fred Blanco, and Police Chief Robert Tyler were also present at the meeting.

Those present in the audience were:

Alma G. Leal	Emma Guevara	Christopher Basaldu, PhD
Josette Cruz	Rebekah Hinojosa	Gloria Thomas

3. INVOCATION AND PLEDGE:

led the group in the invocation and pledge of allegiance to the American and Texas flag.

4. PUBLIC COMMENT:

Mayor Maribel Guerrero opened the public hearing.

Alma Leal talked about an agenda item on the October 2022 meeting agenda about a draft letter in support of LNG. Instead of supporting LNG, she asked that the Board pass a resolution against the LNG project. She mentioned that there are other cities that have passed a resolution against the LNG project and that the Board should consider the protection and value of our community.

Emma Guevara, Christopher Basaldu, Gloria Thomas, Josette Angeliq Hinojosa and Rebekah Hinojosa also asked that the Town passes a resolution against LNG. They mentioned that this is the last untouched coastline in Texas and that the projected location for the LNG project encroaches on our surrounding communities including historic lands for the Carrizo Comecrudo Tribe as well as schools and churches. There are many environmental factors that are too harmful and dangerous that and would negatively impact our community. Any LNG project would not help our economy, we need to support the Native tribe's ancestral lands and we need to protect our land and think about the future.

Motion was made by Alderman Vera, seconded by Alderman Hernandez, and unanimously carried, to close public comment.

5. APPROVAL OF MINUTES - REGULAR MEETING NOVEMBER 8, 2022:

Motion was made by Alderwoman Kaechele, seconded by Alderman Johnson, and unanimously carried, to approve the minutes of the Regular Meeting held on November 8, 2022, as written.

6. UPDATE ON THE TOWN'S DELINQUENT TAX COLLECTIONS – LINEBARGER GOGGAN BLAIR & SAMPSON, LLP:

Ariana Curiel with Linebarger Goggan Blair & Sampson, LLP went over the highlights for the delinquent tax collection program for the Town of Rancho Viejo including any deferral and exemptions for taxable accounts. She answered several questions from the Board.

7. CONSIDERATION/ACTION ON FARMER'S MARKET:

Mayor Guerrero stated that she had met with Bonnie Emerson for the Farmer's Market and the Town Administrator Fred Blanco to go over some of the items pending for the Farmer's Market special event application. Ms. Emerson said that she answered most of the pending items, she has been in contact with the local property owners and is working on letting them know when the market will be held.

Ms. Emerson is proposing to have the Farmer's Market on Sundays, possibly twice a month, she will also be identifying the parking areas and hiring a police officer and will work on accommodating the parking requirements.

Her goal is to work with the city to help inform, educate, and provide for the community.

Mayor Guerrero said that there might also be other potential events for public access, the market needs to stay small and have important vendors only.

Motion was made by Alderman Hernandez and seconded by Alderwoman Kaechele, to approve having the Farmer's market up to twice a month.

Motion passed with the following votes:

AYES: Alderman Hernandez, Alderwoman Kaechele, Alderman Ricoy, Alderman Vera

NAYES: None

ABSTAINING: Alderman Johnson

8. UPDATE ON REQUEST FOR STATEMENT OF QUALIFICATIONS ON COMPREHENSIVE PLANNING SERVICES TO THE TOWN OF RANCHO VIEJO:

Mayor Guerrero stated that they have been working on the Statement of Qualifications for Comprehensive Planning Services for the Town of Rancho Viejo and they are looking forward to having an action item on the agenda next month.

9. DISCUSSION/ACTION ON THE EXTENSION OF THE DISASTER DECLARATION FILED WITH THE OFFICE OF THE GOVERNOR:

Motion was made by Alderman Johnson, seconded by Alderman Hernandez, and unanimously carried, to approve the extension of the disaster declaration filed with the Office of the Governor. Town Administrator Fred Blanco stated that the Town falls under the State's declarations to be filed, Mayor Guerrero declared that we will be deleting this item from the agendas moving forward.

10. STREET COMMITTEE REPORT:

Mayor Guerrero indicated that the Town has been updating the Statement of Qualifications for Engineering Services to be evaluated by the Board of Aldermen for general engineering services for the Town. Alderman Vera stated that there are some areas that need to be looked at for maintenance. Town Administrator Blanco mentioned that the Town has made the final payment for Phase 1B. The only thing pending is the retainage amount.

11. 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 Alderman Hernandez, seconded by Alderman Johnson, and unanimously carried, to approve Resolution No. 378 – 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; with the following days and hours of operation for early voting: April 24, 2023, through May 1, 2023, Monday through Friday from 8:00 AM to 5:00 PM, and Tuesday, May 2, 2023, from 8:00 AM to 7:00 PM.

12. TOWN ADMINISTRATOR’S REPORT: a. November 2022 Financial Report, b. Building Committee Report:

Town Administrator Fred Blanco went over some details for the November 2022 Financial Report as well as the Building Committee report.

13. CONSIDERATION/ACTION ON EMPLOYMENT OF REGULAR POLICE OFFICER AND SETTING OF SALARY:

Motion was made by Alderman Johnson, seconded by Alderman Hernandez, and unanimously carried, to approve the employment of Roel I. Cantu as a regular Police Officer and setting the salary at the entry level.

14. DECEMBER 2022 POLICE REPORT - POLICE CHIEF:

Police Chief Tyler presented the December 2022 Police Report. Chief Tyler also updated the Board about ongoing noise disturbances regarding unattended residential alarms and asked about reinstating a Town ordinance allowing the removal of such alarms by the Police Department.

15. ADJOURN:

Motion was made by Alderman Vera, seconded by Alderman Johnson, and unanimously carried, to adjourn the meeting at 7:42 PM.

BY: _____
Fred Blanco, Town Administrator

APPROVED: _____
Maribel Guerrero, Mayor

DATE: _____

6. Public Hearing on Replat Request
by Paco Aldape from Gonzalez
Engineering, representative for Pat
Pace, Jr. and Elizabeth Conner Pace,
owners of Lots 7 and 9 Section 8; to
replat two lots into one lot

Town of Rancho Viejo Administrator: Fred Blanco

We are requesting to submit a Re-Plat of two lots into one out of Lots Seven (7) and Nine (9), Section Six (6), and Section Eight (8), Rancho Viejo Subdivision, Cameron County, Texas, according to map recorded in Volume 26 , Pages 33 through 43, of the map records Cameron County, Texas.

**PREPARED FOR: PAT PACE Jr.
PHONE No. (956) 535-3477
317 SANTA ANA AVE.
RANCHO VIEJO, TX. 78575**

**Paco Aldape
Gonzalez Engineering
153 E. Price Rd.
Brownsville, Texas 78521
(956) 5465515**

RECEIVED
OCT 05 2022

BY: 

CERTIFICATE FOR ENGINEER OR SURVEYOR

I, EDUARDO R. GONZALEZ JR., A REGISTERED PROFESSIONAL LAND SURVEYOR AND LICENSED PROFESSIONAL ENGINEER, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THE ABOVE SUBDIVISION MAP AND CORRECT IT WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND, THAT ALL BOUNDARY CORNERS, ANGLE POINTS OF CURVES AND OTHER POINTS OF RECORD HAVE BEEN MARKED WITH SUITABLE PERMANENT MONUMENTS OF THE SIZE AND TYPE NOTED, AND THAT THE PLAT BOUNDARY CORNERS HAVE BEEN TIED TO THE NEAREST ORIGINAL SURVEY CORNER, AS SHOWN HEREON. ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.

EDUARDO R. GONZALEZ JR.
REGISTERED PROFESSIONAL LAND SURVEYOR 47332
REGISTERED PROFESSIONAL ENGINEER 65442

CERTIFICATE FOR OWNER

STATE OF TEXAS
COUNTY OF CAMERON

KNOW ALL MEN BY THESE PRESENTS, PAT L. PAGE JR. AND ELIZABETH CONNER, OWNER OF LOTS SEVEN (7) AND LOT NINE (9), RANCHO VIEJO SUBDIVISION, SECTION VIII, IN SAID CAMERON COUNTY, TEXAS, ACCORDING TO THE MAP RECORDED IN VOLUME 20, PAGE 26, MAP RECORD OF CAMERON COUNTY, TEXAS, HAS CAUSED THE SAME TO BE SURVEYED AS SHOWN AND HEREBY CERTIFY AND ADOPT THIS PLAT OF "RANCHO VIEJO SUBDIVISION, SECTION VIII, RE-PLAT OF LOTS 7 AND 9" AND HEREBY DEDICATE TO THE PUBLIC USE FOREVER, THE EASES, ALLEYS, EJECTMENTS, AND RIGHTS INDICATED HEREON THEREIN, ALL SUBJECT TO CERTAIN COVENANTS AND RESTRICTIONS CONTAINED IN AN INSTRUMENT TO BE FILED CONCURRENTLY HERE WITH THE OFFICE OF THE COUNTY CLERK OF CAMERON COUNTY, TEXAS.

WITNESS MY HAND ON THIS THE _____ DAY OF _____ A.D., 2022.

PAT PAGE JR. ELIZABETH CONNER

STATE OF TEXAS
COUNTY OF CAMERON

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED PAT PAGE JR., KNOWN TO ME, THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND ON THIS _____ DAY OF _____ 2022, A.D.

NOTARY PUBLIC IN AND FOR CAMERON COUNTY, TEXAS

PRINTED NAME

MY COMMISSION EXPIRES _____

THE STATE OF TEXAS
COUNTY OF CAMERON

THE UNDERSIGNED HEREBY CERTIFIES THAT ALL AD VALOREM TAXES DUE TO ALL OF THE TAXING UNITS REPRESENTED BY THE UNDERSIGNED ARE CURRENTLY PAID IN FULL FOR THE AREA INSIDE THE BOUNDARIES OF _____

WITNESS MY HAND ON THIS _____ DAY OF _____ A.D., 2022.

TONY TRABER, JR.
ASSESSOR & COLLECTOR OF TAXES, CAMERON COUNTY, TEXAS.

I, SILVIA PONCE, CLERK OF THE CAMERON COUNTY IN AND FOR THE SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT DATED THE _____ DAY OF _____ 2022, WITH THE CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE THE _____ DAY OF _____ 2022, AT _____ O'CLOCK _____ M.P.M., THE MAP RECORDING DATE SHALL CAUSE SUCH APPROVAL TO BECOME VOID.

SILVIA PONCE
COUNTY CLERK OF CAMERON COUNTY, TEXAS

PLANNING AND ZONING COMMISSION APPROVAL

I, _____ CHAIRMAN OF THE PLANNING AND ZONING COMMISSION OF THE TOWN OF RANCHO VIEJO, TEXAS, HEREBY CERTIFY THAT SAID COMMISSION HAS APPROVED THIS 2022 VERSION OF THE FINAL PLAT OF "RANCHO VIEJO SUBDIVISION, SECTION VIII, RE-PLAT OF LOTS 7 AND 9" WITH SAID PLAT CONSISTING OF A TOTAL OF 1 SHEET OF WHICH THIS IS SHEET NUMBER 1, AND HEREBY DECLARE THAT ANY TAMPERING WITH SAID PLAT AFTER THE AFORESAID DATE SHALL CAUSE SUCH APPROVAL TO BECOME VOID.

WITNESS MY HAND ON THIS THE _____ DAY OF _____ 2022 A.D.

CHAIRMAN OF THE PLANNING AND ZONING COMMISSION

DATE

BOARD OF ALDEMAN APPROVAL

THE UNDERSIGNED HEREBY CERTIFY THAT THE BOARD OF ALDEMAN OF THE TOWN OF RANCHO VIEJO, TEXAS, HAS APPROVED THIS _____ 2022, VERSION OF THE FINAL PLAT OF "RANCHO VIEJO SUBDIVISION, SECTION VIII, RE-PLAT OF LOTS 7 AND 9" WITH SAID PLAT CONSISTING OF A TOTAL OF ONE SHEET AND HEREBY DECLARE THAT ANY TAMPERING WITH SAID PLAT AFTER THE AFORESAID DATE SHALL CAUSE SUCH APPROVAL TO BECOME VOID.

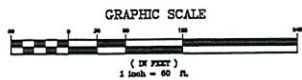
WITNESS MY HAND ON THIS THE _____ DAY OF _____ A.D., 2022.

MARIBEL S. GUESNEIRO, MAYOR FRED BLANCO, TOWN ADMINISTRATOR

MUNICIPAL UTILITIES DISTRICT APPROVAL

THIS IS TO CERTIFY THAT ALL ARRANGEMENTS NECESSARY PRIOR TO FINAL PLAT APPROVAL FOR "RANCHO VIEJO SUBDIVISION, SECTION VIII, RE-PLAT OF LOTS 7 AND 9" ARE IF HAVE BEEN MADE BETWEEN THE TOWN OF RANCHO VIEJO AND VALLEY MUNICIPAL UTILITIES DISTRICT NO. 2 FOR WATER AND SANITARY SERVICE SERVICES TO BE PROVIDED IN CONFORMANCE WITH ALL RULES AND POLICIES OF VALLEY MUNICIPAL DISTRICT NO. 2.

SCOTT FRY, P.E.
GENERAL MANAGER
VALLEY MUNICIPAL DISTRICT NO. 2



METERS & BEARING DESCRIPTION

BEING 0.845 ACRES, BEING ALL OF LOTS SEVEN (7) AND NINE (9) OF RANCHO VIEJO SUBDIVISION, SECTION VIII, IN SAID CAMERON COUNTY, TEXAS, ACCORDING TO THE MAP ON PLAT THEREOF RECORDED IN VOLUME 20, PAGE 26, MAP RECORD OF CAMERON COUNTY, TEXAS, AND SAID 0.845 ACRES BEING SAID PARCELS ALREADY LOCATED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE CENTERLINE OF AVENIDA SANTA ANA (20.00 R.O.M.), SAID BEING THE SOUTHWEST CORNER OF LOT 7 AND THE SOUTHWEST CORNER AND POINT OF BEGINNING OF THE 0.845 ACRE TRACT HEREIN DESCRIBED, MARKED BY A SET 80 D-NAIL;

THENCE ALONG THE CENTERLINE OF AVENIDA SANTA ANA, NORTH 44°48'00" WEST A DISTANCE OF 48.15 FEET (42.50' RECORDED) TO A POINT ON THE CENTERLINE OF AVENIDA SANTA ANA, FOR A CORNER OF THIS TRACT;

THENCE ALONG THE CENTERLINE OF AVENIDA SANTA ANA, ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 476.8 FEET AND CURVE DISTANCE 17.81 FEET (15' RECORDED) TO THE NORTHEAST CORNER OF LOT 7 AND THE NORTHEAST CORNER OF THIS TRACT;

THENCE ALONG THE CENTERLINE OF AVENIDA SANTA ANA, NORTH 85°48'00" EAST ALONG THE NORTH BOUNDARY LINE OF LOT 8, AT A DISTANCE OF 23.00 FEET A CONCRETE MONUMENT SET ON THE EAST RIGHT-OF-WAY LINE OF AVENIDA SANTA ANA, AT AN ADDITIONAL DISTANCE 132.89 FEET TO A CONCRETE MONUMENT SET ON LINE AND A TOTAL DISTANCE OF 234.77 FEET TO THE NORTHEAST CORNER OF LOT 8 AND THE NORTHEAST CORNER OF THE TRACT HEREIN DESCRIBED, SAID CORNER LYING IN THE RESACA DEL RANCHO VIEJO;

THENCE ALONG THE EAST BOUNDARY LINE OF LOT 7 AND THE APPROXIMATE CENTERLINE OF THE RESACA DEL RANCHO VIEJO, SOUTH 89°00'00" WEST A DISTANCE OF 71.19 FEET TO THE SOUTHWEST CORNER OF LOT 8 AND A CORNER OF THE TRACT HEREIN DESCRIBED, SAID CORNER LYING IN THE RESACA DEL RANCHO VIEJO;

THENCE ALONG THE EAST BOUNDARY LINE OF LOT 7 AND THE APPROXIMATE CENTERLINE OF THE RESACA DEL RANCHO VIEJO, SOUTH 44°48'00" EAST A DISTANCE 98.77 FEET TO THE SOUTHWEST CORNER OF LOT 7 AND THE SOUTHWEST CORNER OF THE TRACT HEREIN DESCRIBED; SAID CORNER LYING IN THE RESACA DEL RANCHO VIEJO;

THENCE SOUTH 43°32'00" WEST ALONG THE SOUTH BOUNDARY LINE OF LOT 7, AT A DISTANCE OF 23.19 FEET A CONCRETE MONUMENT SET, AT AN ADDITIONAL 134.81 FEET TO A CONCRETE MONUMENT SET ON THE EAST RIGHT-OF-WAY LINE OF AVENIDA SANTA ANA AND A TOTAL DISTANCE OF 182.00 FEET TO THE PLACE OF BEGINNING.

NOTES:
THIS SUBDIVISION LIES IN FLOOD ZONE "X" (AREAS OF MINIMAL FLOODING) AS SHOWN ON THE NATIONAL FLOOD INSURANCE PROGRAM MAP OF COMMUNITY PANEL NO. 48070H047, EFFECTIVE FEBRUARY 16, 2018.
BLANKET GENERAL UTILITY EASEMENT TO VALLEY MUNICIPAL UTILITY DISTRICT #2 RECORDED IN VOLUME 1007, PAGE 851, C.O.G.A.T.A.

LEGEND

- SET 80 D-NAIL
- SET CONCRETE MONUMENT

LOT 7, A RE-PLAT OF LOTS 7 AND 9, RANCHO VIEJO SUBDIVISION, SECTION VIII.

0.845 ACRES, BEING ALL OF LOTS SEVEN (7) AND NINE (9) OF THE RANCHO VIEJO SUBDIVISION, SECTION VIII, AS SHOWN ON THE PLAT OF RANCHO VIEJO SUBDIVISION, SECTIONS 8 AND 9, RECORDED IN VOLUME 20, PAGE 26 OF THE CAMERON COUNTY MAP RECORDS, AND LOCATED IN SHEET 1 OF THE SECURITY HANTO GRANT.

G-E&S
GONZALEZ
ENGINEERING & SURVEYING, INC.
112 S. PRICE ROAD, BROWNSVILLE, TX 77801
PHONE: (361) 844-5555 FAX: (361) 844-5262
TEXAS PROFESSIONAL ENGINEER NO. 10479-1
TEXAS SURVEYING FROM REG. NO. 10479-1

PREPARED FOR: PAT PAGE JR.
PHONE No. (956) 535-3477
317 SANTA ANA AVE.
RANCHO VIEJO, TX 78075
DATE: MAY 24, 2022

T-4301

RIO GRANDE VALLEY ABSTRACT CO., INC.
905 WEST PRICE RD.
BROWNSVILLE, TEXAS 78520
PHONE (956) 542-4367
FAX (956) 542-7041

CERTIFICATE AS TO TITLE AND LIENS

May 25, 2022

TO: **Gonzalez Engineering & Surveying**
153 E. Price Road
Brownsville, Texas 78521

Attn.: **Paco Aldape**

OWNER: ****PAT L. PACE JR AND ELIZABETH CONNER PACE**** by Texas General Warranty Deed with Vendor's Lien dated April 10, 2017, executed by Charles R. Youker and Lucinda L. Youker, Husband and Wife, recorded in Volume 22517, Page 127, Official Records of Cameron County, Texas. **(As to Lot 7)**

****PAT L. PACE JR AND ELIZABETH CONNER PACE**** by Warranty Deed dated April 10, 2017, executed by Charles R. Youker and Lucinda L. Youker, Husband and Wife, recorded in Volume 22516, Page 143, Official Records of Cameron County, Texas.
(As to Lot 9)

LEGAL: Lots Seven (7), and Nine (9), RANCHO VIEJO SUBDIVISION SECTION 8, Town of Rancho Viejo, Cameron County, Texas, according to map recorded in Volume 26, Page 33 through 43, Map Records, Cameron County, Texas.

LIENS: Deed of Trust dated April 10, 2017, recorded in Volume 22517, Page 130, Official Records of Cameron County, Texas, executed by Pat L. Pace Jr and Elizabeth Conner Pace, husband and wife, to Allan B. Polunsky, Trustee, securing the payment of one note of even date therewith in the sum of Three Hundred Twenty-Eight Thousand and 00/100 (\$328,000.00), payable to Academy Mortgage Corporation. **(As to Lot 7)**

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This certificate is issued with the express understanding, evidenced by the acceptance of same, that the undersigned does not undertake to give or express any opinion as to the validity of the Title to the Property above described; and is simply reporting briefly herein, as to the instruments found of record, and pertaining to the subject property.

It is expressly understood that this Certificate is neither a Guarantee nor a Warranty of Title. By acceptance hereof, Issuer hereof expressly limits examination as to title, liens and judgments. Liability herein shall extend for a one-year period from date herein, and for the amount paid for this information.

SUBJECT TO ERRORS AND OMISSIONS AS OF:

May 17, 2022 at 8:00 AM

RIO GRANDE VALLEY ABSTRACT CO., INC.

A handwritten signature in cursive script that reads "Jacqui Dempsey/@".

Jacqui Dempsey
President
JD/pc

CAMERON COUNTY TAX OFFICE
Antonio "Tony" Yzaguirre Jr.
835 E. Levee
Brownsville TX 78520
(956) 544-0800
www.cameroncountytax.org

TAX CERTIFICATE



Account: 52/0080/0000/0070/00 Billing No: 153889 Alt Acct No: 000000096291
Sequence No. 115451 Proc Date: 05/25/2022
Effective Date: 05/25/2022
Property Owner: PACE PAT L JR & ELIZABETH CONNER
317 SANTA ANA AVE
RANCHO VIEJO, TX 78575-9763 Acres: 0.4324
Exemption Codes: H

Legal Desc: LOT 7 RANCHO VIEJO SUBD SECTION VI II Property Loc: 317 SANTA ANA BROWNSVILLE TX

This is to certify that after a careful check of the tax records of this office, the following delinquent taxes, penalties, and interest are due as of: 05/25/2022. Described property of the following tax unit(s):

Entity	Base Tax	Base Tax Paid	Base Due	P & I	Sp. Int.	Att. Fee	Total Due
2021 - 0							
BROWNSVILLE I S D							ALL PAID
SOUTH TEXAS ISD							ALL PAID
CITY OF RANCHO VIEJO							ALL PAID
BROWNSVILLE NAV DISTRICT							ALL PAID
CAMERON COUNTY							ALL PAID
TEXAS SOUTHMOST COLLEGE							ALL PAID
MUNICIPAL DISTRICT #2							ALL PAID
Grand Total as of May, 2022	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Grand Total as of May, 2022							\$0.00

All taxes paid in full prior to and including the year 2021 except for unpaid years listed above.

The above described property may be subject to special valuation based on its use and additional rollback taxes may be due (section 23.55, Texas Property Tax Code.) The issuance of this certificate does not preclude a subsequent supplemental assessment on the property above by the Cameron Appraisal District and does not reflect whether or not the taxpayer(s) owes court cost in any delinquent tax collection lawsuits (which must be verified with the delinquent tax collection attorneys) pursuant to section 31.08 of the Texas Property Tax Code, there is a fee on all tax certificates.

Tax certificates are issued with the most current information available. All accounts are subject to change per section 26.15 and 11.43(i) of the Texas Property Code.

Given under my hand and seal of office on this date of: 05/25/2022

FEE PAID \$10.00

CAMERON COUNTY TAX OFFICE
ANTONIO "TONY" YZAGUIRRE JR.

BY: Iise Inisuel Deputy



ORIGINAL TAX RECEIPT
CAMERON COUNTY TAX OFFICE
www.cameroncountytax.org

CAMERON COUNTY TAX OFFICE
Antonio "Tony" Yzaguirre Jr.
835 E. Levee
Brownsville TX 78520
(956) 544-0800
Fax: (956) 544-0808

PROPERTY INFORMATION

Account Number: 52/0080/0000/0070/00
Billing Number: 153889
Alternate Account Number: 000000096291
PID:
Legal Description: LOT 7 RANCHO VIEJO SUBD SECTION VIII
Acres: 0.4324

Owner Name: PACE PAT L JR & ELIZABETH CONNER
Mailing Address: 317 SANTA ANA AVE
RANCHO VIEJO, TX 78575-9763

PAYMENT INFORMATION

Receipt Number: 778454
Reference Number: 8184329

Received By: IDI
Batch Number: 22145IDI

Process Type: MPW
Process Date: 05/25/2022
Process Time: 09:36:55

Effective Date: 05/25/2022

PROPERTY LOCATION: 317 SANTA ANA

Fees			
CERTFEE			10.00
	Fees Applied:		10.00
		Total Applied:	10.00
		Total Amount Paid:	10.00
ACCOUNT BALANCE BEFORE PAYMENT:		10.00	
AFTER PAYMENT:		0.00	***** ACCOUNT PAID IN FULL *****

PAYMENT TENDER			
Tender Type	Tender Reference	Tender Amount	Paid By
Cash		20.00	GONZALEZ ENGINEER

TAX INFORMATION

- Original Counter Receipt -

PAID
MAY 25 2022
CAMERON COUNTY TAX OFFICE
DEPUTY

**PLEASE CHECK RECEIPTS
IMMEDIATELY THE
RECEIPTS WILL BE
CONSIDERED CORRECT
IF NOT REPORTED WITHIN
24 HOURS TO THE
TAX ASSESSOR.**

7. Discussion/Action on Replat Request by Paco Aldape from Gonzalez Engineering, representative for Pat Pace, Jr. and Elizabeth Conner Pace, owners of Lots 7 and 9 Section 8; to replat two lots into one lot

8. Public Hearing on Rezone Request by Anthony DePonce, representative for Rancho Cordillera, LLC owner of 9.66 acres out of Share 1, Espiritu Santo Grant; to be changed from "A" Recreational District to "C" Multiple Family Dwelling District

October 10, 2022

RECEIVED
OCT 14 2022
BY:

TO: Mr. Fred Blanco, Administrator,
Town of Rancho Viejo
Planning and Zoning Department

FROM: Rancho Cordillera, LLC
Golden Estancias, LLC
Anthony De Ponce, Development Manager

Dear Mr. Blanco,

On Behalf of Rancho Cordillera, LLC., I hereby request a zoning change for tract described as 9.66 acres out of share No. 1, Espiritu Santo Grant. (See Exhibit "A", which I understand at the time of Annexation was zoned Agricultural.

As you know, we have proposed the construction of Townhome and Duplexes. This project is being presented for approval and to be built therefore approval is and final permit obtained, therefore we are requesting the new zoning changes to Multifamily follow the uses outlined in our proposed improvement plat. We intended to follow these improvements to comply with the building requirements of the Town of Rancho Viejo to ensure the success of this project for the benefit of the adjacent community.

Enclosed you would find a copy of the plat outlined the uses of land according to the requested zoning. Also attached you would find the followings documents pertaining the proposed project:

- Attached:
1. Copy of Official Survey delivered for Annexation
 2. Copy of Certified Metes and Bounds of the 9.66 acres.

We respectfully request that the application be submitted to The Planning and Zoning Board for their consideration and approval. At your earliest opportunity.

Sincerely,


Anthony DePonce, Development Manager

H O M E L A N D
L A N D S U R V E Y I N G C O M P A N Y
P.O. BOX 598, OLMITO, TEXAS 78575
homelandsurveying@aol.com
CELL (956) 341-7683

METES AND BOUNDS DESCRIPTION
9.66 ACRES

BEING A TRACT OR PARCEL OF LAND CONTAINING **9.66 ACRES**, OUT OF A CERTAIN 39.082 ACRE TRACT (Recorded in Volume 20184, page 225, Official Records of Cameron County Texas), OUT OF CERTAIN 119.824 ACRE TRACT (described as 120.00 Acres), OUT OF A CERTAIN 1,229.83 ACRE TRACT CONVEYED TO VALLEY INN AND COUNTRY CLUB, INC. BY INSTRUMENT DATED 12/03/1971, (Cameron County Deed Records, Volume 922, Pages 881-883), IN SHARE 1, ESPIRITU SANTO GRANT, CAMERON COUNTY, TEXAS, SAID 9.66 ACRES PARTLY LYING WITHIN THE CORPORATE LIMITS OF THE TOWN OF RANCHO VIEJO. SAID **9.66 ACRE TRACT** BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING AT THE NORTHEAST CORNER OF SAID 39.082 ACRE TRACT, SAME BEING THE NORTHWEST CORNER OF LAS HACIENDAS AT RANCHO VIEJO SUBDIVISION (as recorded in Cabinet 1, Slot 2582-A, Map Records of Cameron County, Texas), FOR THE NORTHEAST CORNER OF THE TRACT HEREIN DESCRIBED;

THENCE, SOUTH 06degrees 43 minutes 37 seconds WEST, ALONG THE WEST LINE OF SAID LAS HACIENDAS AT RANCHO VIEJO SUBDIVISION, SAME BEING THE EAST LINE OF SAID 39.082 ACRE TRACT, A DISTANCE OF 1143.00 FEET, TO A POINT IN THE WEST LINE OF SAID LAS HACIENDAS AT RANCHO VIEJO SUBDIVISION, SAME BEING ON THE EAST LINE OF SAID 39.082 ACRE TRACT, AND ALSO BEING THE NORTHEAST CORNER OF A CERTAIN 5.00 ACRE TRACT (Recorded in Volume 20184, Page 225, official records of Cameron County, Texas), FOR THE SOUTHEAST CORNER OF THE TRACT HEREIN DESCRIBED, FROM WHICH A CONCRETE MONUMENT FOUND ON THE NORTH RIGHT OF WAY LINE OF CANTEROS DRIVE (50 FEET OF RIGHT OF WAY), BEARS SOUTH 06 deg. 43 min. 37 sec. WEST, A DISTANCE OF 99.93 FEET;

THENCE, NORTH 83 degrees 16 minutes 23 seconds WEST, LEAVING THE WEST LINE OF SAID LAS HACIENDAS AT RANCHO VIEJO SUBDIVISION, AND THE EAST LINE OF SAID 39.082 ACRES, AND ALONG ATHE NORTH LINE OF SAID 5.00 ACRE TRACT, A DISTANCE OF 368.01 FEET TO A ½ INCH IRON ROF FOUND, AT THE NORTHWEST CORNER OF SAID 5.00 ACRE TRACT, FOR THE SOUTHWEST CORNER OF THE TRACT HEREIN DESCRIBED;

THENCE, NORTH 06 degrees 43 minutes 57 seconds EAST, ALONG A LINE PARALLEL TO THE WEST LINE OF SAID LAS HACIENDAS AT RANCHO VIEJO SUBDIVISION, AND EAST LINE OF SAID 39.082 ACRE TRACT, A DISTANCE OF 1143.00 FEET TO A ½ INCH IRON ROD SET ON THE NORTH LINE OF SAID 39.082 ACRE TRACT, FOR THE NORTHWEST CORNER OF THE TRACT HEREIN DESCRIBED;

RECEIVED
OCT 14 2022
BY: *RP*

THENCE, SOUTH 83 degrees 16 minutes 23 seconds EAST, ALONG THE NORTH LINE OF SAID 39.082 ACRE TRACT, A DISTANCE OF 368.01 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED, CONTAINING WITHIN THESE METES AND BOUNDS 9.66 ACRES, OF LAND, MORE OR LESS.



A handwritten signature in black ink, appearing to read "Jose Luis Lozano".

RECEIVED
OCT 14 2022
BY: 

TRACT III
39.757 ACRES
(VOLUME 20184, PAGE 225, OFFICIAL RECORDS, CAMERON COUNTY, TEXAS)

N 7°16'37" E

NORTHWEST CORNER
OF 39.08 ACRE TRACT
1802.33'
300.07'



TRACT II
39.082 ACRES
(CABINET I, SLOT 2582-A MAP RECORDS)

RECEIVED
OCT 14 2022
BY:

CORPORATE LIMITS OF TOWN OF RANCHO VIEJO
6.55 ACRES WITHIN 39.08 ACRE TRACT

RANCHO VIEJO CITY LIMITS

660.00'

S 6°43'37" W

1143.02'

CPE TRACT

9.66 ACRE TRACT

N 6°43'37" W
50.01'

PROP. ROAD
EASEMENT

NORTHEAST CORNER
OF 39.08 ACRE TRACT

410.40'
DRIVE

S 37°44'03" E
21.41'

CANTEROS DR.

99.93'

S 6°43'37" W

EXISTING RESACA

1143.02'

EXISTING 60 FT EASEMENT

LAS HACIENDAS AT RANCHO VIEJO
(CABINET I, SLOT 2582-A MAP RECORDS)

CARMEN AVENUE

EXISTING RESACA

LOT 14
BLOCK 3

50.00'

368.01'

0.36 ACRE

313.02'

149.32'

0.17 ACRE

198.32'

0.08 ACRE

1143.02

300.01

1143.01

1143.02

300.01

368.01'

S 83°16'23" E

893.07'

9. Discussion/Action on Rezone Request by Anthony DePonce, representative for Rancho Cordillera, LLC owner of 9.66 acres out of Share 1, Espiritu Santo Grant; to be changed from "A" Recreational District to "C" Multiple Family Dwelling District

10. Consideration/Action to Approve Texas Regional Bank's Request to Release Pledged Securities

February 21st, 2023



Town of Rancho Viejo Texas

As required within the Depository Contract with Texas Regional Bank, we hereby provide notification to Town of Rancho Viejo Texas, with request to release pledged securities listed below, currently held in safekeeping by FHLB Dallas. Bank will exercise the exchange of securities with a *substitution of collateral of sufficient amount and market value* to provide adequate collateral for the funds deposited with the Bank.

Securities Released:

Security Description	Cusip	Amount
TO 7/8 09/30/26	91282CCZ2	\$50,000.00
TO 3/4 05/31/26	91282CCF6	\$50,000.00
TO 3/4 08/31/26	91282CCW9	\$600,000.00
TO 7/8 06/30/26	91282CCJ8	\$150,000.00

New Securities Pledged:

Security Description	Cusip	Amount
Dripping Springs Tex Indpt Sch Dist	262061ST2	\$1,000,000.00

Our records indicate today that Town of Rancho Viejo has \$3,223,041.00 on deposit, Texas Regional Bank currently has pledged collateral with market value of \$3,037,773.00 in addition to the \$250,000.00 FDIC insurance, which will meet and exceed the necessary requirements.

Your acceptance and acknowledgement is requested below. Upon receipt of your approval, Texas Regional Bank will proceed with the release and substitution of collateral and will provide notification to Town of Rancho Viejo on same day.

Should you have any questions or if further information is needed, please don't hesitate to contact the undersigned Officer at (956)455-1934.

Sincerely yours,

Alex Meade
Executive Vice President
Economic Development & Public Finance



Member driven.
Community focused.

fhlb.com

Release of Pledged Collateral

Member Information:

Name: TEXAS REGIONAL BANK FHFA ID#: 52018

Description of Pledged Collateral:

Name: T 0 7/8 09/30/26 CUSIP#: 91282CCZ2

Depositor Information:

Name: RANCHO VIEJO Amount: \$50,000.00

Yes, please send me notice that this Release of Pledged Collateral has been processed.
My email address is: mbatey@texasregionalbank.com

The Depositor authorizes Federal Home Loan Bank of Dallas ("FHLB Dallas") to release and transfer the Pledged Collateral to the Member. The Depositor agrees that FHLB Dallas has no further obligation to hold the Pledged Collateral as custodian for Depositor. The Depositor terminates and releases any and all security interests, liens and encumbrances held by the Depositor in the Pledged Collateral. The person executing this Release represents and warrants that he or she has been duly authorized by Depositor to execute and deliver to the Bank this Release.

Depositor:

Signature _____

Printed Name _____

Title _____

Date _____

If you have any questions, please contact the Member Services Department via email at Member.Services@fhlb.com or via phone at (844) FHL-Bank.

FOR FHLB DALLAS USE ONLY

Confirm Depositor Signature Present: Before input by: _____ 2nd Review after release by: _____
(Initial) (Initial) (Date)

Federal Home Loan Bank of Dallas | Attn: Member Services desk
8500 Freeport Parkway South, Suite 600 | Irving, Texas 75063-2547 | Phone: 844.345.2265
Fax: 214.441.8512 | member.services@fhlb.com



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Community focused.



Release of Pledged Collateral

Member Information:

Name: TEXAS REGIONAL BANK

FHFA ID#: 52018

Description of Pledged Collateral:

Name: T 0 3/4 05/31/26

CUSIP#: 91282CCF6

Depositor Information:

Name: RANCHO VIEJO

Amount: \$50,000.00

Yes, please send me notice that this Release of Pledged Collateral has been processed.
My email address is: mbatey@texasregionalbank.com

The Depositor authorizes Federal Home Loan Bank of Dallas ("FHLB Dallas") to release and transfer the Pledged Collateral to the Member. The Depositor agrees that FHLB Dallas has no further obligation to hold the Pledged Collateral as custodian for Depositor. The Depositor terminates and releases any and all security interests, liens and encumbrances held by the Depositor in the Pledged Collateral. The person executing this Release represents and warrants that he or she has been duly authorized by Depositor to execute and deliver to the Bank this Release.

Depositor:

Signature _____

Printed Name _____

Title _____

Date _____

If you have any questions, please contact the Member Services Department via email at Member.Services@fhlb.com or via phone at (844) FHL-Bank.

FOR FHLB DALLAS USE ONLY

Confirm Depositor Signature Present: Before input by: _____ 2nd Review after release by: _____
(Initial) (Initial) (Date)

Federal Home Loan Bank of Dallas | Attn: Member Services desk
8500 Freeport Parkway South, Suite 600 | Irving, Texas 75063-2547 | Phone: 844.345.2265
Fax: 214.441.8512 | member.services@fhlb.com



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Release of Pledged Collateral

Member Information:

Name: TEXAS REGIONAL BANK FHFA ID#: 52018

Description of Pledged Collateral:

Name: T 0 3/4 08/31/26 CUSIP#: 91282CCW9

Depositor Information:

Name: RANCHO VIEJO Amount: \$600,000.00

Yes, please send me notice that this Release of Pledged Collateral has been processed.
My email address is: mbatey@texasregionalbank.com

The Depositor authorizes Federal Home Loan Bank of Dallas ("FHLB Dallas") to release and transfer the Pledged Collateral to the Member. The Depositor agrees that FHLB Dallas has no further obligation to hold the Pledged Collateral as custodian for Depositor. The Depositor terminates and releases any and all security interests, liens and encumbrances held by the Depositor in the Pledged Collateral. The person executing this Release represents and warrants that he or she has been duly authorized by Depositor to execute and deliver to the Bank this Release.

Depositor:

Signature _____

Printed Name _____

Title _____

Date _____

If you have any questions, please contact the Member Services Department via email at Member.Services@fhlb.com or via phone at (844) FHL-Bank.

FOR FHLB DALLAS USE ONLY

Confirm Depositor Signature Present: Before input by: _____ 2nd Review after release by: _____
(Initial) (Initial) (Date)

Federal Home Loan Bank of Dallas | Attn: Member Services desk
8500 Freeport Parkway South, Suite 600 | Irving, Texas 75063-2547 | Phone: 844.345.2265
Fax: 214.441.8512 | member.services@fhlb.com



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fhlb.com

Release of Pledged Collateral

Member Information:

Name: TEXAS REGIONAL BANK FHFA ID#: 52018

Description of Pledged Collateral:

Name: T 0 7/8 06/30/26 CUSIP#: 91282CCJ8

Depositor Information:

Name: RANCHO VIEJO Amount: \$150,000.00

Yes, please send me notice that this Release of Pledged Collateral has been processed.
My email address is: mbatey@texasregionalbank.com

The Depositor authorizes Federal Home Loan Bank of Dallas ("FHLB Dallas") to release and transfer the Pledged Collateral to the Member. The Depositor agrees that FHLB Dallas has no further obligation to hold the Pledged Collateral as custodian for Depositor. The Depositor terminates and releases any and all security interests, liens and encumbrances held by the Depositor in the Pledged Collateral. The person executing this Release represents and warrants that he or she has been duly authorized by Depositor to execute and deliver to the Bank this Release.

Depositor:

Signature _____

Printed Name _____

Title _____

Date _____

If you have any questions, please contact the Member Services Department via email at Member.Services@fhlb.com or via phone at (844) FHL-Bank.

FOR FHLB DALLAS USE ONLY

Confirm Depositor Signature Present: Before input by: _____ 2nd Review after release by: _____
(Initial) (Initial) (Date)

Federal Home Loan Bank of Dallas | Attn: Member Services desk
8500 Freeport Parkway South, Suite 600 | Irving, Texas 75063-2547 | Phone: 844.345.2265
Fax: 214.441.8512 | member.services@fhlb.com

11. Consideration and Possible Approval on Action Required under Texas Govt. Code 2254, for the Town to provide a Written Statement and Finding of the Need for Specialized Contingent Fee Legal Services for Delinquent Tax Collection

Memo

To: Mr. Fred Blanco, Town Administrator
Town of Rancho Viejo

From: John D. Guevara, Partner
Linebarger Goggan Blair & Sampson, LLP

Date: February 15, 2023

Re: HB 2826; changes to Texas Government Code

The Legislature, in 2019 passed HB 2826 relating to procurement of a contingent fee contract for legal services. This Act took effect September 1, 2019. The text of the Bill is attached.

The Bill enacts numerous changes to the Government Code relating to any contingent fee contract for legal services entered into by a state governmental entity or any political subdivision of the state. As written, this change applies to our collection contract between the Town of Rancho Viejo and Linebarger.

For collection contract, the principal effect of this new bill would require two things: (1) pursuant to 2254.1036, the town (political subdivision) must give a very detailed notice of any public meeting where the approval of the contract is to be considered; and (2) on approval of the contract, the town must make a detailed finding in writing. If the town fails to take either of these steps (or in any other way fails to comply with the requirements of HB 2826) in connection with a contract considered on or after September 1, 2019, the contract is void pursuant to §2254.110.

To assist each of our clients with proper compliance with HB 2826, Linebarger has prepared the following documents for your use:

- (1) a proposed Notice of Public Meeting to consider a collection contract;
- (2) an action by the governing body approving a collection contract;

We realize that you may wish to draft your own documents. However, please note that such documents must comply with the requirements of the statute—or our contract will be void. If the city wishes to draft your own documents, please send me a copy.

As always, please feel free to contact me if you have any questions about this or any other subject matter.

ACTION APPROVING CONTRACT
WITH LINEBARGER GOGGAN BLAIR & SAMPSON, LLP

After having provided adequate notice as required by Sec. 2254.1036 of the Texas Government Code, the Agreement for Delinquent Tax Collection Services with Linebarger Goggan Blair & Sampson, LLP is approved and Mayor is authorized to execute this Agreement.

After exercising its due diligence the Town of Rancho Viejo finds that:

1. There is a substantial need for the legal services to be provided pursuant to the Agreement for Delinquent Tax Collection Services;
2. These legal services cannot be adequately performed by the attorneys and supporting personnel of the Town of Rancho Viejo at a reasonable cost;
3. These legal services cannot reasonably be obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter, because of the nature of delinquent tax penalties provided by Texas Tax Code Sections 6.30, 33.07, 33.08, 33.11, and 33.48 and because the school district does not have the funds to pay the estimated amounts required under a contract only for the payment of hourly fees;
4. Linebarger Goggan Blair & Sampson, LLP, is well qualified and competent to perform the legal services required to comply with the terms of this contract;
5. Linebarger Goggan Blair & Sampson, LLP has had a good working relationship with the town and has provided these specialized legal services to Cameron County and neighboring municipalities in the past and diligence indicates that said political subdivisions have been well satisfied with the quality and outcome of the legal services provided.

6. The contract with Linebarger Goggan Blair & Sampson, LLP is the result of an arm's length transaction between the Town of Rancho Viejo and Linebarger Goggan Blair & Sampson, LLP and is fair and reasonable.

PASSED, APPROVED and ADOPTED this 21st day of February, 2023

Town of Rancho Viejo

BY: _____

Maribel B. Guerrero,
Mayor

ATTEST:

12. Consideration/Approval of a Contract with Linebarger Goggan Blair & Sampson, LLP for Collection of Delinquent Taxes

Agreement for Tax Collection Services

This Agreement is made between Linebarger Goggan Blair & Sampson, LLP (hereinafter referred to as the "Firm") and Town of Ranch Viejo (hereinafter referred to as the "Client").

Article I

Nature of Relationship

1.01 The parties hereto acknowledge that this Agreement creates an attorney-client relationship.

1.02 The Client hereby employs the Firm to provide the services hereinafter described for compensation hereinafter provided.

Article 2

Scope of Services

2.01 The Firm shall take reasonable and necessary actions to collect property taxes that are owed to the Client and that are subject to this agreement, as hereinafter provided.

2.02 The Client may from time-to-time specify in writing additional actions to be taken by the Firm in connection with the collection of taxes that are owed to the Client. Client further constitutes and appoints the Firm as Client's attorneys to sign all legal instruments, pleadings, drafts, authorizations and papers as shall be reasonably necessary to prosecute the Client's claim for taxes.

2.03 Taxes owed to the Client shall become subject to this agreement upon the following dates, whichever occurs first:

(a) On February 1 of the year in which the taxes become delinquent if a previously filed tax suit is then pending against the property subject to the tax;

(b) On the date any lawsuit is filed with respect to the recovery of the tax if the tax is delinquent and is required to be included in the suit pursuant to TEX. TAX CODE § 33.42(a);

(c) On the date of filing any application for tax warrant where recovery of the tax or estimated tax is sought and where the filing of an application for tax warrant by the Firm is at the request of Client's Tax Assessor-Collector;

(d) On the date of filing any claim in bankruptcy where recovery of the tax is sought; or

(e) In the case of tangible personal property, on the 60th day after the February 1 delinquency date;

or

(f) On July 1 of the year in which the taxes become delinquent.

Article 3

Compensation

3.01 Client agrees to pay to the Firm, as compensation for the services required herein, fifteen (15%) percent of all taxes, penalty and interest subject to the terms of this contract as set forth in Paragraph 2.03 above, collected and paid to the collector of taxes during the term of this contract, as and when collected.

3.02 The Client shall pay the Firm by the twentieth day of each month, all compensation earned by the Firm for the previous month as provided in this Article 3. All compensation above provided for shall become the property of the Firm at the time payment of the taxes, penalty and interest is made to the collector.

Article 4
Intellectual Property Rights

4.01 The Client recognizes and acknowledges that the Firm owns all right, title and interest in certain proprietary software that the Firm may utilize in conjunction with performing the services provided in this Agreement. The Client agrees and hereby grants to the Firm the right to use and incorporate any information provided by the Client ("Client Information") to update the databases in this proprietary software, and, notwithstanding that Client Information has been or shall be used to update the databases in this proprietary software, further stipulates and agrees that the Client shall have no rights or ownership whatsoever in and to the software or the data contained therein, except that the Client shall be entitled to obtain a copy of such data that directly relates to the Client's accounts at any time.

4.02 The Firm agrees that it will not share or disclose any specific confidential Client Information with any other company, individual, organization or agency, without the prior written consent of the Client, except as may be required by law or where such information is otherwise publicly available. It is agreed that the Firm shall have the right to use Client Information for internal analysis, purposes of improving the proprietary software and database, and to generate aggregate data and statistics that may inherently contain Client Information. These aggregate statistics are owned solely by the Firm and will generally be used internally, but may be shared with the Firm's affiliates, partners or other third parties for purposes of improving the Firm's software and services.

Article 5
Costs

5.01 The Firm and Client recognize that publication costs for citations and notices of sale and title abstract costs will be incurred in the process of providing the litigation services contemplated in this Agreement. All such costs shall be billed to the Client, in care of the Firm, and the Firm will advance the payment of such costs on behalf of the Client. Upon recovery of such costs from the defendants or from the tax sale of defendants' property, the Firm shall be reimbursed for the advance payment. Alternatively, the Firm may arrange with the vendor or agency providing the service that actual payment of the costs of services is wholly contingent upon recovery of such costs by the Client or the Firm from the defendants or from the tax sale of defendants' property. In such contingent arrangements, the Client has no responsibility or liability for payment or advancement of any costs, other than forwarding to the vendor or service provider any cost amounts received from defendants or from the tax sale of defendants' property.

5.02 The Client acknowledges that the Firm may provide services, such as title research, with its own employees or with other entities or individuals who may be affiliated with the Firm, but the Firm agrees that any charges for such services will be reasonable and consistent with what the same services would cost if obtained from a third party. The Client agrees that upon the recovery of such costs, the Client will: (i) pay the Firm for any such costs which have been advanced by the Firm or performed by the Firm, and (ii) pay any third party agency or vendor owed for performing such services.

Article 6
Term and Termination

6.01 This Agreement shall be effective on February 21, 2023 (The "Effective Date") and shall expire on February 20, 2026 (the "Expiration Date") unless extended as hereinafter provided.

6.02 Unless prior to 60 days before the Expiration Date, the Client or the Firm notifies the other in writing that it does not wish to continue this Agreement beyond its initial term, this Agreement shall be automatically extended for an additional one year period without the necessity of any further action by either party. In the absence of any such 60 day notice by either the Client or the Firm, the Agreement shall continue to automatically renew for additional and successive one-year terms in the same manner at the end of each renewal period.

6.03 If at any time during the initial term of this Agreement or any extension hereof, the Client determines that the Firm's performance under this Agreement is unsatisfactory, the Client shall notify the Firm in writing of the Client's determination. The notice from the Client shall specify the particular deficiencies that the Client has observed in the Firm's performance. The Firm shall have sixty (60) days from the date of the notice to cure any such deficiencies. If at the conclusion of that sixty-day remedial period, the Client remains unsatisfied with the Firm's performance, the Client may terminate this Agreement effective upon the expiration of thirty days following the date of written notice to the Firm of such termination ("Termination Date").

6.04 Whether this Agreement expires or is terminated, the Firm shall be entitled to continue to prosecute any tax suits, applications for tax warrants or bankruptcy claims pending on the Termination Date or Expiration Date for an additional six months following termination or expiration. The Client agrees that the Firm shall be compensated as provided by Article 3 for any base tax, penalties and interest collected in the pending matters during the six-month period.

6.05 The Client agrees that the Firm shall be reimbursed for any costs advanced and shall be paid for any services performed pursuant to Article 5 when such costs are recovered by or on behalf of the Client, regardless of the date recovered. It is expressly agreed that neither the expiration nor the termination of this Agreement constitutes a waiver by the Firm of its entitlement to be reimbursed for such costs and to be paid for such services. It is further expressly agreed that the expiration of any six-month period under Section 6.04 does not constitute any such waiver by the Firm.

Article 7 *Miscellaneous*

7.01 *Assignment and Subcontracting.* This Agreement is not assignable, provided however, the Firm may from time-to-time obtain co-counsel or subcontract some of the services provided for herein to other law firms or entities. In such cases, the Firm will retain supervisory control and responsibility for any services provided by such co-counsel or subcontractors and shall be responsible to pay any compensation due to any such co-counsel or subcontractor.

7.02 *Arbitration.* Any controversy between the parties to this Agreement involving the construction or application of any of the terms, covenants, or conditions of this Agreement shall, on the written request of one party served on the other, be submitted to arbitration, and such arbitration shall comply with and be governed by the provisions of the Texas General Arbitration Act.

7.03 *Integration.* This Agreement contains the entire agreement between the parties hereto and may only be modified in a written amendment, executed by both parties.

7.04 *Representation of Other Taxing Entities.* The Client acknowledges and consents to the representation by the Firm of other taxing entities that may be owed taxes or other claims and be secured by the same property as the Client's claim.

7.05 *Retention of Files.* The Firm will retain the files created in the course of performing the Services specified in Article 2 above according to the following schedule. After the time periods specified in this Section, Client consents to the destruction of such files, so long as such destruction is undertaken in a manner to protect the confidentiality of any personal or private information contained therein.

Tax Warrant files: Five years from the date of issuance of a warrant.

Litigation files: Two years from the date of nonsuit or dismissal of a suit occurring prior to a final judgment.

Five years from the date of sale of the last property pursuant to the judgment or other satisfaction of the judgment.

Ten years from the date of filing of an abstract of judgment, or five years from the date of satisfaction of the judgment, whichever is earlier.

Bankruptcy Files: Two years from the date of dismissal of a bankruptcy proceeding or other order closing the case, or from satisfaction of a claim, whichever is earlier, with respect to Chapter 7 and 13 proceedings.

Three years from the date of dismissal of a bankruptcy proceeding or other order closing the case, or from satisfaction of a claim, whichever is earlier, with respect to Chapter 11 proceedings.

7.06. Compliance with Tx. Govt. Code §2271.002. In order to comply with Tx. Govt. Code §2271.002, the Firm verifies that it does not boycott Israel and will not boycott Israel during the term of the contract.

7.07 Compliance with Tx. Govt. Code §2252.151- .154. In order to comply with Tx. Govt. Code §2252.152, the Firm verifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State under federal law.

7.08 Compliance with Tx. Govt. Code §2274.001 - .002. In order to comply with Tx. Govt. Code §2274.002, the Firm verifies that it does not boycott energy companies and will not boycott energy companies during the term of the contract.

7.09 Compliance with Tx. Govt. Code §2274.001 - .002. In order to comply with Tx. Govt. Code §2274.002, the Firm verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and, will not discriminate during the term of the contract against a firearm entity or firearm trade association.

In consideration of the terms and compensation herein stated, the Firm hereby accepts said employment and undertakes the performance of this Agreement as above written. This Agreement is executed on behalf of the Firm and of the Client by the duly authorized persons whose signatures appear below.

Town of Rancho Viejo

**Linebarger Goggan Blair
& Sampson, LLP**

By: _____
Maribel B. Guerrero

By: _____
John D. Guevara, Partner

Date: _____

Date: _____

ATTEST:

13. Consideration of Proposal and Award of Contract for Solid Waste Collection and Brush Removal and Authorize Mayor to Sign Contract



January 24, 2023

From: BFI Waste Services of Texas, LP,
DBA Republic Services of RGV
9402 W Expressway 83
Harlingen, TX 78552

To: Town of Rancho Viejo
Attn: Maribel B Guerrero, Mayor
3301 Carmen Ave
Rancho Viejo, TX 78575

RE: Request for Proposals for Solid Waste Collection Town of Rancho Viejo

Mayor Guerrero,

BFI Waste Services of Texas, LP, DBA Republic Services of RGV is pleased to respond to the "Request for Proposals for Solid Waste Collection Town of Rancho Viejo".

Republic Services would like to thank you for allowing our company to submit this proposal package. We look forward to continuing the years long relationship of service and commitment we have established with the Town of Rancho Viejo. Republic Services has the operational experience, credibility, record of safety, financial strength, and proven track record of service to manage the solid waste collection and disposal as provided for in your request for proposals. This proposal package highlights our customer service commitment to exceed customer expectations and provide excellent services.

Since 1981 BFI Wasted Services (now Republic Services of RGV) has made an investment in the Rio Grande Valley that incorporates a partnership approach toward service. We are a fully integrated environmental services company committed to partnering with customers to create a more sustainable world.

We feel confident that this proposal package meets and exceeds the terms set forth in your request for proposals and submits this response to continue our relationship of service with the leaders and residents of the Town of Rancho Viejo.

Rey Carrillo

Manager, Municipal Sales

9402 W Expy 83
Harlingen, TX 78552
e rcarrillo2@republicservices.com
o (956) 246-3299
w RepublicServices.com

Quick Reference Pricing Sheet

Residential Rates Year 1						
Item	Description		Rates/Year			
1	Residential Service once/week & once/month Brush & Recycling Services Every Other Week - 1 Cart		\$ 375.12			
2	Residential Service once/week & once/month Brush & recycling Services Every Other Week - 2 Carts		\$ 557.29			
Commercial Rates Year 1						
Container Size	1 x wk	2 x wk	3 x wk	4 x wk	5 x wk	6 x wk
2 cubic yard	\$ 86.85	\$ 158.04	\$ 229.25	\$ 298.76	\$ 389.08	\$ 441.16
3 cubic yard	\$ 104.21	\$ 187.13	\$ 269.23	\$ 352.60	\$ 458.54	\$ 517.59
4 cubic yard	\$ 118.08	\$ 215.37	\$ 310.91	\$ 406.44	\$ 528.01	\$ 597.51
Charge for extra bin pickup on demand:			\$ 95.00			

Residential Rates Year 2						
Item	Description		Rates/Year			
1	Residential Service once/week & once/month Brush & Recycling Services Every Other Week - 1 Cart		\$ 388.55			
2	Residential Service once/week & once/month Brush & recycling Services Every Other Week - 2 Carts		\$ 577.24			
Commercial Rates Year 2						
Container Size	1 x wk	2 x wk	3 x wk	4 x wk	5 x wk	6 x wk
2 cubic yard	\$ 89.96	\$ 163.69	\$ 237.46	\$ 309.45	\$ 402.99	\$ 456.95
3 cubic yard	\$ 107.94	\$ 193.83	\$ 278.87	\$ 365.23	\$ 474.96	\$ 538.11
4 cubic yard	\$ 122.31	\$ 223.08	\$ 322.04	\$ 420.99	\$ 546.91	\$ 618.90
Charge for extra bin pickup on demand:			\$ 98.40			

Residential Rates Year 3						
Item	Description		Rates/Year			
1	Residential Service once/week & once/month Brush & Recycling Services Every Other Week - 1 Cart		\$ 402.46			
2	Residential Service once/week & once/month Brush & recycling Services Every Other Week - 2 Carts		\$ 597.91			
Commercial Rates Year 3						
Container Size	1 x wk	2 x wk	3 x wk	4 x wk	5 x wk	6 x wk
2 cubic yard	\$ 93.18	\$ 169.55	\$ 245.96	\$ 320.53	\$ 417.41	\$ 473.31
3 cubic yard	\$ 111.81	\$ 200.77	\$ 288.85	\$ 378.30	\$ 491.96	\$ 555.31
4 cubic yard	\$ 126.69	\$ 231.07	\$ 333.57	\$ 436.06	\$ 566.49	\$ 641.05
Charge for extra bin pickup on demand:			\$ 101.92			

Residential Rates Year 4						
Item	Description		Rates/Year			
1	Residential Service once/week & once/month Brush & Recycling Services Every Other Week - 1 Cart		\$ 416.87			
2	Residential Service once/week & once/month Brush & recycling Services Every Other Week - 2 Carts		\$ 619.31			
Commercial Rates Year 4						
Container Size	1 x wk	2 x wk	3 x wk	4 x wk	5 x wk	6 x wk
2 cubic yard	\$ 96.52	\$ 175.62	\$ 254.76	\$ 332.01	\$ 432.36	\$ 490.25
3 cubic yard	\$ 115.81	\$ 207.95	\$ 299.19	\$ 391.84	\$ 509.58	\$ 575.19
4 cubic yard	\$ 131.22	\$ 239.34	\$ 345.51	\$ 451.67	\$ 586.77	\$ 664.00
Charge for extra bin pickup on demand:			\$ 105.57			

Residential Rates Year 5						
Item	Description		Rates/Year			
1	Residential Service once/week & once/month Brush & Recycling Services Every Other Week - 1 Cart		\$ 431.80			
2	Residential Service once/week & once/month Brush & recycling Services Every Other Week - 2 Carts		\$ 641.49			
Commercial Rates Year 5						
Container Size	1 x wk	2 x wk	3 x wk	4 x wk	5 x wk	6 x wk
2 cubic yard	\$ 99.98	\$ 181.91	\$ 263.88	\$ 343.89	\$ 447.84	\$ 507.80
3 cubic yard	\$ 119.98	\$ 215.40	\$ 309.90	\$ 405.87	\$ 527.82	\$ 595.78
4 cubic yard	\$ 135.92	\$ 247.91	\$ 357.88	\$ 467.84	\$ 607.78	\$ 687.77
Charge for extra bin pickup on demand:			\$ 109.35			

14. Consideration/Approval of an Ordinance of the Town of Rancho Viejo Awarding a Solid Waste Collection and Disposal Franchise from the Town of Rancho Viejo to Republic Services

ORDINANCE NO.

AN ORDINANCE OF THE TOWN OF RANCHO VIEJO
AWARDING A SOLID WASTE COLLECTION AND DISPOSAL
FRANCHISE FROM THE TOWN OF RANCHO VIEJO TO
REPUBLIC SERVICES OF RGV

WHEREAS, the Town of Rancho Viejo heretofore published advertisements for proposals for the awarding of a solid waste collection and disposal franchise within the Town of Rancho Viejo; and

WHEREAS, BFI Waste Services of Texas, LP, a Delaware limited partnership d/b/a Republic Services of Rio Grande Valley (“Republic Services”) was found by the Board of Aldermen to have presented the most advantageous proposal for providing such services and was awarded a franchise contract for the collection of solid waste and disposal within the Town of Rancho Viejo; and

WHEREAS, at its Regular Meeting held on February 21, 2023, the Board of Aldermen considered the proposal submitted by Republic Services and awarded the Contract for Solid Waste Collection and Disposal Service to Republic Services and authorized Mayor Maribel B. Guerrero to execute the contract on behalf of the Town.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE TOWN OF RANCHO VIEJO, TEXAS:

Section 1. The Mayor of the Town of Rancho Viejo, Texas was authorized by the Board of Aldermen at its Regular Meeting held on February 21, 2023, to execute the Contract for Solid Waste Collection and Disposal Service to Republic Services on behalf of the Town. The Contract for Solid Waste Collection and Disposal Service grants a solid waste collection and disposal franchise to Republic Services for all customers within the Town of Rancho Viejo, Texas, effective March 10, 2023, for a three (3) year period, with the option during the term of the contract to renew the contract for two (2) additional terms of one (1) year each. A true and correct copy of the Proposal for Solid Waste Collection and Disposal Service by Republic

Services is set forth in Exhibit “A” and incorporated herein. The granting of said franchise for solid waste collection and disposal service to Republic Services for all customers is conditional upon it duly executing all contract documents and in performing the covenants and conditions specified in the Contract Documents and Specifications for Solid Waste Collection and Disposal Service. A true and correct copy of the Contract Documents and Specifications are attached hereto as Exhibit “B” and incorporated by reference.

Section 2. All other garbage and refuse collection franchises heretofore granted shall expire March 9, 2023, pursuant to those terms.

Section 3. If any section, paragraph, subdivision, clause, phrase or provision of this ordinance shall be adjudged invalid or held unconstitutional, the same shall not affect the validity of this ordinance as a whole or by any part or provision thereof, other than the part so decided to be invalid or unconstitutional.

Section 4. This ordinance shall become effective immediately.

PASSED, ADOPTED AND APPROVED on this the 21st day of February 2023.

Maribel B. Guerrero, Mayor

ATTEST:

Fred Blanco, Town Administrator

15. Consideration/Action to
Appoint a Selection Committee to
Review Statements of Qualifications
for Professional Engineering
Services

16. Update on Request for
“Statements of Qualifications” for
“Comprehensive Planning Services”

17. Consideration/Authorization for the Town of Rancho Viejo to Issue Requests for Proposals (RFP) for Administrative Services and Requests for Qualifications (RFQs) for Engineering Services for the American Rescue Plan Act of 2021

18. Consideration/Action
Regarding TML Health Benefit's
Pool's Contribution Policy to
Implement Change to its Benefit
Waiting Period ("BWP") for New
Hires



January 27, 2023

Rancho Viejo
Fred Blanco
3301 Carmen Avenue
Rancho Viejo TX 78575

Re: Notice Regarding TML Health Benefit Pool's Contribution Policy

Dear Fred Blanco:

This letter is your notice that, effective May 1, 2023, TML Multistate Intergovernmental Employee Benefits Pool d/b/a TML Health Benefits Pool ("TML Health"), will begin charging a contribution payment for the first month in which a new hire enrolls in coverage, even if the employee enrolls mid-month. Historically, TML Health has waived contributions for the first partial month of coverage when a new hire's benefits start in the middle of the month. However, with increasing pharmacy and claims costs, it is no longer financially sustainable to waive these contributions. As it is not possible to prorate monthly contributions, the full contribution amount will be required for this first month, even if it is a partial month of effective coverage.

Employer Groups may elect to change their Benefit Waiting Period (BWP) so that benefits begin on the first day of the month, which will help them avoid paying a full month's contribution amount for an initial partial month of coverage. For example, employers may change their BWP so that benefits become effective on the first day of the month following date of hire or first of month following 30 or 60 days from date of hire. The Affordable Care Act mandates that a BWP not exceed 90 total calendar days. An Employer Group that currently has a BWP of 90 days may choose not to change it, but would necessarily be charged the full monthly contribution for the first partial month of coverage when benefits begin so that the BWP in total does not exceed 90 calendar days.

Please contact Trish Rios at 512-719-6507/Trish.Rios@tmlhb.org with any questions you may have about this change. If your group would like to instruct TML Health to implement a change to its BWP for new hires before TML Health's revised Contribution Policy becomes effective on May 1, 2023, please fill out and sign the attached form, and return it to Trish Rios **on or before March 1, 2023**. If your group does not wish to make a change to its BWP, no action is necessary and you can ignore the attached form.

Sincerely,

Jennifer Hoff

Jennifer Hoff
Executive Director
Jennifer.Hoff@tmlhb.org

Benefit Waiting Period Change Form

Rancho Viejo hereby instructs TML Health to implement a change to its Benefit Waiting Period (“BWP”) for new hires as indicated below (**check only one option**):

Please implement a BWP of so benefits become effective on the first day of the month following a new employee’s start date.

Please implement a BWP of so benefits become effective on the first day of the month following 30 days after a new employee’s start date.

Please implement a BWP of so benefits become effective on the first day of the month following 60 days after a new employee’s start date.

Authorized signature on behalf of Rancho Viejo:

By: _____

Name: _____

Title: _____

Date: _____

Follow us:
@TMLHealth



1821 Rutherford Lane, Suite 300
Austin, Texas 78754-5151

For more information, visit us at
tmlhealthbenefits.org

19. Consideration/Approval of a Resolution of the Board of Aldermen of the Town of Rancho Viejo, Texas, for the Submission of a Grant Application to the Office of the Governor, Homeland Security Grants Division, Operation Local Border Security Grant

RESOLUTION NO.

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE TOWN OF RANCHO VIEJO, TEXAS, FOR THE SUBMISSION OF A GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR, HOMELAND SECURITY GRANTS DIVISION, OPERATION LOCAL BORDER SECURITY

WHEREAS, the Town of Rancho Viejo finds it in the best interest of the citizens of Rancho Viejo, Texas, that Operation Local Border Security be operated for the 2024 grant cycle; and

WHEREAS, the Town of Rancho Viejo agrees that in the event of loss or misuse of the Homeland Security Grants Division funds, Rancho Viejo Police Department assures that the funds will be returned to the Homeland Security Grants Division in full; and

WHEREAS, the Town of Rancho Viejo designates Mayor Maribel B. Guerrero as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the applicant agency.

NOW, THEREFORE, BE IT RESOLVED by the Board of Aldermen of the Town of Rancho Viejo, Texas, to approve the submission of the grant application for the Operation Local Border Security to the Office of the Governor, Homeland Security Grants Division.

Grant Number: 2993609

PASSED, ADOPTED, AND APPROVED by the Board of Aldermen of the Town of Rancho Viejo, Texas at a Regular Meeting on this the 21st day of February 2023.

Maribel B. Guerrero, Mayor

ATTEST:

Fred Blanco, Town Administrator

20. Consideration/Action on Employment of Regular Police Officer and Setting of Salary

21. January 2023 Police Report – Police Chief



RANCHO VIEJO POLICE DEPARTMENT
MONTHLY STATISTICAL REPORT
 MONTH OF: January 2023
 Chief Robert R. Tyler



I	PENAL CODE:	SECTOR	No.	Prior	YTD	ARST	COMMENTS
	SEXUAL ASSAULT						
	STALKING						
	ASSAULT FV		1		1	1	1-Arrest Dating Violence
	HARASSMENT						
	BURGLARY HAB						
	BURLGARY VEH						
	THEFT (M)						
	THEFT (F)		2		2	1	Theft of Trailer/golf clubs
	FRAUD/CREDIT		2		2		Unlawful use of Info
	CRIMINAL MISCHIEF						
	POSSESSION (M)		1		1		Citation Class C
	POSSESSION (F)						
	Endangering Child						
	Indency W/A Child						
	BAIL JUMPING FTA						
	DWI						
	Public Intox						
	DUTY STRIKING FIXT						
	CRIMINAL TRESPASS						
	UNLAWFUL RESTRT						
		TOTAL	7		7	2	
II	INCIDENT REPORTS:	SECTOR	NO.	Prior	YTD	Citation	COMMENTS
	DOMESTIC NV		1		1		2-female 10-75 Verbal
	Civil Dispute		2		2		violation of FL order
	WELFARE CHECK						
	Traffic Accident						
	Neighbor Disturbance		1		1		
	DIST (Music) (K9)		5		5		Music
	Natural Death Report						
	Suspicious V/P						
	LOST/FOUND PROP						
	LIVESTOCK DIST						
	VEH IMPOUNDMENTS						
	ALARM RESIDENTIAL		9		9		
	EMS		16		16		
	FIRE						
	Agency ASSIST						
		TOTAL	34		34	0	
III	TRAFFIC STOPS:		NO.	Prior	YTD	Collect	Warrants Issued
	Citations		27	0	27	\$3,664	

IV	TRAFFIC WARRANTS		NO.	CLRD	DIFF		
	WARRANTS		38	0	38		
V	SPEED TRAILER						
	AVENUE	POSTED		AVG.		TOP	
	CARMEN	25					No Data
	CARMEN	35					Trailer used for
	MORELOS	25					CJ purposes
	TESORO	25					Surveillance of RN
	ESCANDON	25					
	SANTA ANA	25					
	SANTA ANA	15					
	ZAPATA	25					
	BALBOA	25					
	PIZARRO	25					
	CORTEZ	25					
	BOLIVAR	25					
	EL DORADO	25					
	RANCHO NUEVO	25					
	ALVARADO	25					
	HIDALGO	25					
	DELEON	25					
		25		#DIV/0!		#DIV/0!	
VI	POLICE MILEAGE:	Starting	Ending	Total	Gls	MPG	Miles Per Day
	C-21	23879	26220	2341	203.4	11.5093	
	F21 (OPSG)	8432	10,880	2,448	150	16	
	C-20 (OPSG)	62403	62740	337	43.46	7.75426	
	C18	38,423	38714	291	12	23.6585	
	F-18	0	109678	0	0	0	out of rotation
	F17	99,969	100095	126	11	11	
	Totals	38851	58,055	5,543	419	12	
VII	CHIEF'S COMMENTS						
<p>1- Cruelty to Animal 3500 Carmen Ave. (kittens found in dumpster) 2- Speed Trailer was taken out of circulation due to Theft's in the Rancho Nuevo Area. 3- Sgt Huerta met with Liz Harris, Carlita Kellman, & Tita Beltran in order to set up the valentines day baskets for residents on our welfare check list.</p>							

Violations by Filed Date...
TRAFFIC 18
STATE LAW 8
CITY ORDINANCE 1
Total Filed Violations 27

Completed Cases...
Paid Fine...
TRAFFIC 4
STATE LAW 0
CITY ORDINANCE 0
Total Paid Fines 4
Before Judge...
TRAFFIC 3
STATE LAW 0
CITY ORDINANCE 3
Total Before Judge 6
TOTAL COMPLETED 10

Other Completed...
DISMISSED AFTER DEFERRED ADJ.
TRAFFIC 14
STATE LAW 0
CITY ORDINANCE 1
Total 15
DISMISSED/PRESENTED INSURANCE
TRAFFIC 2
STATE LAW 0
CITY ORDINANCE 0
Total 2
DISMISSED/COMPLIANCE
TRAFFIC 3
STATE LAW 0
CITY ORDINANCE 0
Total 3
DISMISSED BY PROSECUTOR
TRAFFIC 1
STATE LAW 0
CITY ORDINANCE 0
Total 1
Total Other Completed 21
Grand Total Completed 31
Net Difference Filed/Complete 4-

Warrants...
Issued...
TRAFFIC 33
STATE LAW 5
CITY ORDINANCE 0
Total Violations 38
Total Warrants Issued 38
Cleared...
TRAFFIC 0
STATE LAW 0
CITY ORDINANCE 0
Total Violations 0
Total Warrants Cleared 0
Change in Total Warrants 38

Other Paid Cases...
Paid Fine... Total Other Paid Fines 18
CCC20 CCC 2020 \$1,429.16
AR ARREST FEE \$115.26
LMCBSF Local Building Security Fund \$112.93
LTPDF Local Truancy Prevention Fund \$115.26
LMCTF Local Court Technology Fund \$92.20
LMJF Local Municipal Jury Fund \$2.31
FINE FINE \$1,336.10
TP-L TIME PAYMENT PLAN - LOCAL \$24.99
TP-S TIME PAYMENT PLAN - STATE \$31.23
TP-L-C TIME PAYMENT - LOCAL EFFICIENT \$6.23
TFC TFC \$20.28
STF19 STATE TRAFFIC FEE \$338.05
AF2 \$20 Administrative Fee \$20.00
AF ADMINISTRATIVE FEE \$20.00
Total Fees/Fines Paid \$3,664.00

22. Adjourn into Executive Session, as authorized by Section 551.071(2) 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 conflicts with Chapter 551

23. Possible Action discussed in Executive Session

24. Adjourn