



NOTICE OF A PUBLIC MEETING  
TOWN OF RANCHO VIEJO  
BOARD OF ALDERMEN  
REGULAR MEETING  
MARCH 14, 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 MARCH 14, 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 February 21, 2023
6. Consideration/Action on Farmers Market agreement
7. Consideration/Action on Statements of Qualifications for Professional Engineering Services
8. Consideration/Action on Statements of Qualifications for Comprehensive Planning Services
9. Texas Regional Bank Rate Update
10. Street Committee Report
11. Consideration/Acceptance of Certification of Unopposed Candidates; Consideration/Approval of Order of Cancellation; and Consideration/Approval of Ordinance Declaring Unopposed Candidates in the May 6, 2023 General Municipal Election Elected to Office, Canceling the Election, Providing for a Severability Clause, and Providing an Effective Date
12. Consideration/Action on Employment of Regular Police Officer and Setting of Salary
13. February 2023 Police Report –Police Chief
14. 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 March 10, 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 February 21, 2023

TOWN OF RANCHO VIEJO  
BOARD OF ALDERMEN  
MINUTES OF A REGULAR MEETING  
FEBRUARY 21, 2023

1. CALL TO ORDER:

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The meeting was called to order by Mayor Maribel Guerrero at 6:00 P.M.

2. ROLL CALL:

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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:

Antonio Guevarra	Rey Carrillo, Republic Services	Marta Rosales
Paco Aldape, GE&S	Pat Pace, Jr.	Michael W. Stone
Rosa Weisse	Ulrich Weisse	
Ariana Curiel, Linebarger Goggan Blair & Sampson, LLP		

3. INVOCATION AND PLEDGE:

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

4. PUBLIC COMMENT:

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Motion was made by Alderman Vera, seconded by Alderman Ricoy, and unanimously carried to open public comment.

Antonio Guevarra asked about racers on the frontage road just outside of Rancho Viejo on Sundays. He also asked about reporting light poles to AEP when not working, and about burning sugar cane and possible health issues. He also talked about potholes and drainage issues on the corner of Plantation Drive and Resaca Bend.

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

5. APPROVAL OF MINUTES - REGULAR MEETING JANUARY 10, 2023:

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Motion was made by Alderman Vera, seconded by Alderman Johnson, to approve the minutes of the Regular Meeting held on January 10, 2023, as written. Motion passed with the following vote:

AYES: Alderman Hernandez, Alderman Johnson, Alderman Marcos Ricoy, and Alderman Javier Vera.

NAYES: None

ABSTAINING: Alderwoman Kaechele

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:

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Mr. Pat Pace mentioned that he would like replat his lots to facilitate future improvements on his property.

After everyone was given an opportunity to speak on the matter, motion was made by Alderman Vera, seconded by Alderman Johnson, and unanimously carried, to close the public hearing.

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:

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Motion was made by Alderman Hernandez, seconded by Alderman Kaechele, and unanimously carried, to approve the 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:

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Motion was made by Alderman Johnson, seconded by Alderman Ricoy, and unanimously carried, to open the public hearing on the rezone Request By Anthony De Ponce, 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. There were no comments from the public.

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:

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Motion was made by Alderman Johnson, seconded by Alderman Ricoy, and unanimously carried, to move item # 9 to be reviewed after executive session item #22.

10. CONSIDERATION/ACTION TO APPROVE TEXAS REGIONAL BANK'S REQUEST TO RELEASE PLEDGED SECURITIES:

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Marta Rosales with Texas Regional Bank went over their request to release pledged securities and she stated that this was accepted under the Town's Investment Policy. She answered several questions from the Board.

Motion was made by Alderman Vera, seconded by Alderman Hernandez, and unanimously carried, to approve Texas Regional Bank's request to release pledged securities.

Alderman Johnson asked about the Town's current interest-bearing accounts and if they may be revisited for better interest rates. Town Administrator Fred Blanco mentioned that Texas Regional Bank's Director of Public Funds is currently reviewing the Town accounts for a possible proposal.

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:

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Ariana Curiel with Linebarger Goggan Blair & Sampson, LLP went over the requirements for the Town to provide a written statement and finding of the need for specialized contingent fee legal services for delinquent tax collections. There were some questions from the Board. Alderman Vera mentioned that item #3 in the contract should be changed to town instead of school district.

Motion was made by Alderman Vera, seconded by Alderman Johnson, and unanimously carried, to approve the action approving a contract 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:**

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Arian Curiel with Linebarger Goggan Blair & Sampson, LLP went over the contract for collection of delinquent taxes. Alderman Vera asked about the costs under Article 5. Mr. Rentfro stated that any cost absorption would be the responsibility of the defendant in a case. The Board requested a redraft.

Motion was made by Alderman Hernandez, seconded by Alderman Vera, and unanimously carried, to approve a contract with Linebarger Goggan Blair & Sampson, LLP for collection of Delinquent Taxes with the redraft of item Article 5 Costs.

**13. CONSIDERATION OF PROPOSAL AND AWARD OF CONTRACT FOR SOLID WASTE COLLECTION AND BRUSH REMOVAL AND AUTHORIZE MAYOR TO SIGN CONTRACT:**

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Rey Carrillo, a representative for Republic Services briefly went over the new proposal. He answered several questions from the Board.

Motion was made by Alderwoman Kaechele, seconded by Alderman Vera, and unanimously carried, to Award the Contract to Republic Services for Solid Waste Collection and Brush Removal and Authorize Mayor to Sign a 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:**

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Motion was made by Alderman Hernandez, seconded by Alderman Johnson, and unanimously carried, to approve Ordinance No. 68H - 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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Mayor Guerrero recommended the appointment of Fred Hernandez, Javier Vera, and Jorge de la Garza to the Selection Committee to review the Statements of Qualifications for Professional Engineering Services.

Motion was made by Alderman Johnson, seconded by Alderman Hernandez, and unanimously carried, to appoint Fred Hernandez, Javier Vera, and Jorge de la Garza to the Selection Committee to review the Statements of Qualifications for Professional Engineering Services.

16. UPDATE ON REQUEST FOR "STATEMENTS OF QUALIFICATIONS" FOR "COMPREHENSIVE PLANNING SERVICES":

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Fred Blanco, Town Administrator gave an update and stated that the SOQs has been published and that the due date will be March 1, 2023.

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:

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Motion was made by Alderman Hernandez, and seconded by Alderman Vera, to authorize the Town of Rancho Viejo to Issue Requests for Proposals (RFP) for Administrative Services and Request for Qualifications (RFQs) for Engineering Services for the American Rescue Plan Act of 2021.

Motion passed with the following vote:

AYES: Alderman Hernandez, Alderman Johnson, Alderman Ricoy, and Alderman Vera.

NAYES: None

ABSTAINING: Alderwoman Kaechele

18. CONSIDERATION/ACTION REGARDING TML HEALTH BENEFIT'S POOL'S CONTRIBUTION POLICY TO IMPLEMENT CHANGE TO ITS BENEFIT WAITING PERIOD ("BWP") FOR NEW HIRES:

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Motion was made by Alderman Vera, seconded by Alderman Ricoy, and unanimously carried, to approve the Benefits Waiting Period option#1, to implement a BWP so benefits become effective on the first day of the month following a new employee's start date; regarding the 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:

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Motion was made by Alderman Johnson, seconded by Alderman Hernandez, and unanimously carried, to approve Resolution No. 379 – 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 for the 2024 grant cycle.

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

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Motion was made by Alderman Kaechele, seconded by Alderman Ricoy, and unanimously carried, to approve the employment of Jon Ibarra as a regular Police Officer and setting of entry-level salary of \$43,200 + \$1,200 in December.

21. JANUARY 2023 POLICE REPORT – POLICE CHIEF:

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Police Chief Tyler presented the January 2023 Police Report and gave an update on some residents providing Valentine baskets to residents on our welfare checklist and on racers on Sundays.

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:

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Motion was made by Alderman Johnson, seconded by Alderman Hernandez, and unanimously carried, to 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 at 7:08 PM.

The meeting was reconvened at 7:33 PM.

23. POSSIBLE ACTION DISCUSSED IN EXECUTIVE SESSION:

In regard to item # 9 on the agenda, a motion was made by Alderman Hernandez, seconded by Alderwoman Kaechele, and unanimously carried, to table item #9 for 30 days, 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, for further review.

24. ADJOURN:

Motion was made by Alderman Vera, seconded by Alderman Johnson, and unanimously carried, to adjourn the meeting at 7:35 P.M.

BY: \_\_\_\_\_  
Fred Blanco, Town Administrator

APPROVED: \_\_\_\_\_  
Maribel Guerrero, Mayor

DATE: \_\_\_\_\_

## 6. Consideration/Action on Farmers Market Agreement

## LICENSE AGREEMENT

This License Agreement ("Agreement") is entered into by and between the Town of Rancho Viejo ("TOWN") and Rancho Viejo Farmers Market, LLC ("LICENSEE").

**WHEREAS**, the TOWN owns the property located at 3301 Carmen Ave., Rancho Viejo, Cameron County, Texas, further described in the attached Exhibit "A" ("PREMISES"); and

**WHEREAS** LICENSEE desires to occupy the PREMISES for the Farmers' Market ("EVENT") and TOWN is willing to grant LICENSEE a License to occupy the Premises to hold a Community Farmers' Market (the "EVENT"), subject to the terms and conditions contained herein; and

**WHEREAS** the EVENT is open to the public and promotes the public purpose of a Community Farmers' Market and the TOWN authorizes LICENSEE to use the PREMISES in accordance with this Agreement; and

**WHEREAS**, LICENSEE agrees to pay the TOWN the amount of FIFTY and no/100 (\$50.00) Dollars per event for cleaning costs and to pay the Town the amount of THIRTY and no/100 (\$30.00) Dollars per hour per officer for each event; and,

**WHEREAS**, LICENSEE agrees to pay the TOWN, upon execution of this Agreement, a deposit in the amount of TWO HUNDRED FIFTY and no/100 (\$250.00) Dollars, which LICENSEE agrees to replenish if the TOWN uses such deposit to cover such costs described in the preceding paragraph, or any other costs that LICENSEE is obligated to pay under this Agreement;

**NOW, THEREFORE**, in consideration of the LICENSEE'S agreement to make the payments described herein, to comply with the provisions of this Agreement and the Town's Ordinances, and for other good and valuable consideration, TOWN hereby grants LICENSEE a non-exclusive License and right to access the PREMISES for the EVENT, on the terms below:

1. This agreement grants LICENSEE the right to hold the EVENT every other Sunday, from 3:00 p.m. to 6:00 p.m., pursuant to the terms herein.
2. This agreement shall be for a term of one year, beginning on the date of the final signature on this agreement. Provided, however, that this Agreement may be revoked at any time by the TOWN for any reason, or for no reason, without any liability or claim of damages against the TOWN. TOWN also reserves the right to suspend the License for one or more occurrences of the EVENT if the TOWN has need of the PREMISES for other purposes, or if the best interests of the TOWN require the suspension of the EVENT. TOWN shall give 14 days' notice of a suspension, except in the case of an emergency.

3. **Damage and Restoration of Property:** LICENSEE shall take all necessary precautions to protect the PREMISES from any damages resulting from LICENSEE'S use and access of the PREMISES. LICENSEE shall immediately notify TOWN of any and all damages resulting from, arising out of, or caused to, the PREMISES by LICENSEE, its officers, agents, employees and invitees. LICENSEE shall be solely responsible for the costs and the repair and/or replacement of all such damages and such repairs and/or replacements shall be commenced immediately and completed within thirty (30) calendar days and shall be completed in a manner acceptable to TOWN in its sole discretion.
4. **PROHIBITED USES:** LICENSEE shall not use the PREMISES in any manner that constitutes waste or nuisance, or that violates any applicable law, ordinance, or governmental regulation in any respect. LICENSEE shall neither do nor permit to be done anything that would render void or uncollectible any insurance then in force with respect to the PREMISES, or that would in any way increase the premiums payable by TOWN for fire, liability, or any other insurance coverage on the PREMISES.
5. **COMPLIANCE WITH LAW:** LICENSEE agrees to conduct its EVENT and related operations in accordance with good standard practices and shall comply with all federal, state and local laws, rules, and regulations, as well as with all regulations, restrictions, and requirements of the police, fire, and health departments now or hereafter in effect which are applicable to its EVENT and related operations. LICENSEE shall obtain and keep in effect at its own cost and expense all Permits, permits, and taxes incurred or required in connection with this Agreement and its EVENT and related operations hereunder.
6. LICENSEE specifically agrees to comply with all requirements of all applicable Town ordinances, including its Special Event ordinance, Chapter 50, Article III of the Town of Rancho Viejo Code of Ordinances, as the same may be amended. **LICENSEE hereby confirms and understands that this Agreement is for the use of the TOWN'S property only and does not serve as an event permit or approval for any event. LICENSEE is responsible to secure all appropriate event permits.**
7. **NON-EXCLUSIVE:** This Agreement is not exclusive and the TOWN reserves the right to go on or across, and to permit others to go on and across, the PREMISES for any purpose whatsoever and to conduct any operations or activities that the TOWN may desire. This Agreement creates a License, not a Lease, to the PREMISES, and carries not right of possession of the PREMISES except as may be specifically be outlined herein.
8. **NO WARRANTY/PREMISES ACCEPTED AS/IS:** This Agreement is made by the TOWN without any warranty of title, either express or implied, concerning the PREMISES. LICENSEE agrees that it is taking the PREMISES in its current "AS IS" condition, with no representations or warranties of any nature whatsoever

by the TOWN. LICENSEE acknowledges that LICENSEE has inspected the PREMISES and is thoroughly familiar with its condition, and LICENSEE hereby accepts the PREMISES in its present condition for its intended use by LICENSEE. No person acting on behalf of TOWN is authorized to make, and by execution hereof, LICENSEE acknowledges that no person has made any representations, agreement, statement, warranty, guarantee or promise regarding the PREMISES or the use contemplated herein or the zoning, construction, physical condition or other status of the PREMISES, except as may be expressly set forth in this Agreement. No representation, warranty, agreement, statement, guarantee or promise, if any, made by any person acting on behalf of TOWN which is not contained in this Agreement will be valid or binding on TOWN.

**9. NOTICE:** Prior to the time LICENSEE is entitled to any Permit or right of access to or use of the PREMISES for any activity, LICENSEE shall deliver two (2) signed copies of this Agreement to the attention of Alfredo Blanco, Town Administrator, 3301 Carmen Avenue, Rancho Viejo, Texas 78575.

**10. INDEMNIFICATION AND INSURANCE:** LICENSEE shall execute the Indemnification Agreement attached hereto and made a part hereof as Exhibit "C" and keep in force all required insurance coverages as stipulated from time to time by the TOWN. The current insurance requirements are attached hereto and incorporated herein as Exhibit "B".

**LICENSEE COVENANTS AND AGREES THAT TOWN SHALL IN NO WAY NOR UNDER ANY CIRCUMSTANCES BE RESPONSIBLE FOR ANY PROPERTY BELONGING TO LICENSEE, ITS MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, INVITEES, LICENSEES, OR TRESPASSERS, WHICH MAY BE STOLEN, DESTROYED, OR IN ANY WAY DAMAGED, AND LICENSEE HEREBY INDEMNIFIES AND HOLDS HARMLESS TOWN FROM AND AGAINST ANY AND ALL SUCH CLAIMS. THE TOWN DOES NOT GUARANTEE POLICE PROTECTION AND WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE SUSTAINED BY LICENSEE, ITS MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, INVITEES, LICENSEES, OR TRESPASSERS ON ANY OF THE PREMISES.**

**11. LIABILITY:** LICENSEE shall hold TOWN harmless from liability resulting from the negligent acts or omissions of TOWN, its agents or employees pertaining to the activities to be carried out pursuant to the obligations of this Agreement; provided, however that TOWN shall not hold LICENSEE harmless from claims arising out of the willful malfeasance of TOWN, its officers, agents, or employees, or any person or entity not subject to TOWN'S supervision or control.

**12. CLEANUP AND REPAIR:** LICENSEE may coordinate with TOWN for permission to enter the PREMISES for the limited purposes of cleaning or

repairing the PREMISES in preparation for the EVENT, as well as any cleaning or repairing of the PREMISES after the EVENT. LICENSEE shall clean, repair, and return the PREMISES to the condition in which it existed immediately prior to LICENSEE'S occupancy pursuant to this Agreement, such cleaning and repair shall be completed in a manner acceptable to the TOWN in its sole discretion.

**13. NO ASSIGNMENT:** LICENSEE may not assign or transfer any rights or interest in this Agreement without the written consent of the TOWN, and any such attempted transfer without written consent shall be void.

**14. SEVERABILITY:** In the event that any of the covenants, agreements, terms or provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein shall be in no way affected, prejudiced or disturbed thereby.

**15. ENTIRE AGREEMENT:** This written instrument constitutes the entire Agreement by the parties hereto concerning this Agreement, and the obligation of the parties and any prior or contemporaneous oral or written agreement that purports to vary from the terms hereof shall be void. This Agreement cannot be modified or amended without the written consent of all the parties hereto and attached and made a part of this Agreement.

**16. VENUE:** This Agreement shall be governed by the laws of the State of Texas. Venue for any action brought to interpret or enforce, or arising out of or incident to, the terms of this Agreement shall be in Cameron County, Texas.

**17. GOVERNMENTAL FUNCTIONS AND IMMUNITIES:** LICENSEE hereby acknowledges and agrees that TOWN is entering into this Agreement pursuant to its governmental functions in the interest of the health, safety, and welfare of the general public, and that nothing contained in this Agreement shall be construed as constituting a waiver of TOWN's governmental immunity from suit or liability, which is expressly reserved to the extent allowed by law. The parties hereby acknowledge and agree that this is not an Agreement for goods or services; however, to the extent this Agreement is subject to the provisions of Subchapter I of Chapter 271, TEXAS LOCAL GOVERNMENT CODE, as amended, the TOWN's immunity from suit is waived only as set forth in Subchapter I of Chapter 271, TEXAS LOCAL GOVERNMENT CODE. Further, the parties agree that this Agreement is made subject to all applicable provisions of the Texas Civil Practices and Remedies Code ("CPRC"), including but not limited to all defenses, limitations, and exceptions to the limited waiver of immunity from liability provided in CPRC Chapter 101 and Chapter 75.

**18. COMPLETE AGREEMENT:** This agreement and the exhibits hereto constitute the final and complete agreement, and supersede all prior correspondence, memoranda or agreements between the parties relating to the subject matter



thereof. This Agreement cannot be changed or modified other than by a written agreement executed by both parties. Nothing in this agreement shall be deemed to create or constitute a partnership, joint venture, or relationship of principal and agent between the parties.

By executing this Agreement, LICENSEE agrees to and accepts the terms, conditions and provisions provided herein.

EXECUTED on this \_\_\_\_ day of March 2023.

THE TOWN OF RANCHO VIEJO, TEXAS

By: \_\_\_\_\_  
Maribel Guerrero, Mayor

RANCHO VIEJO FARMERS MARKET, LLC

By: \_\_\_\_\_  
Bonnie Emerson, President

**EXHIBIT A**

**LEGAL DESCRIPTION OF  
PREMISES**

DRAFT

# EXHIBIT B

## INSURANCE

The LICENSEE at its own expense shall purchase, maintain and keep in force during the life of this Agreement, adequate insurance that will protect the LICENSEE and/or any Additional Insured from claims which may arise out of or result from the Event and related operations under this Agreement. The insurance required shall provide adequate protections from all claims, whether such operations be by the LICENSEE or by any Additional Insured or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone whose acts of any of them may be liable and from any special hazards, which may be encountered in the performance of this Agreement in the amounts as shown below in sub-paragraph (A). The LICENSEE shall provide the following:

A. Insurance and Amount: The LICENSEE shall furnish and maintain during the life of the Agreement adequate Worker's Compensation and Commercial General Liability (Public) Insurance in such amounts as follows:

<u>Type of Insurance</u>	<u>Amount</u>
Worker's Compensation Employers Liability	Statutory minimum
Commercial General Liability (Public)	\$1,000,000 combined single limits per occurrence

B. Additional Insured: The LICENSEE shall provide an endorsement naming the Town of Rancho Viejo as an additional insured on each insurance policy furnished by the LICENSEE. At least thirty (30) days written notice shall be provided to the Town prior to any termination or modification of the insurance provided by the LICENSEE

C. Premiums and Assessments: Companies issuing the insurance policies shall have no recourse against the TOWN for payment of any premiums or assessments for any deductibles which are at the sole responsibility and risk of the LICENSEE.

D. Certificate of Insurance: Proof that the insurance is in force shall be furnished to the TOWN on Town of Rancho Viejo Standard Certificate of Insurance Forms; or at the option of the TOWN, proof of insurance may be accepted on the ACCORD form.

E. Primary Coverage: The coverages provided herein shall be primary and noncontributory with any other insurance maintained by the TOWN of Rancho Viejo, Texas, for its benefit, including self-insurance.

F. In the event any insurance policy shown on the Certificate of Insurance has an expiration date that is prior to the Event, the LICENSEE shall furnish the TOWN proof of identical continued coverage no later than thirty (30) days prior to the expiration date shown on the Certificate of Insurance.

The LICENSEE shall not use or access the PREMISES until the LICENSEE has obtained all the insurance required under this paragraph and such insurance has been approved by the TOWN.

(Signatures)

DRAFT

**EXHIBIT C  
INDEMNIFICATION**

TOWN shall not be liable or responsible for, and shall be saved and held harmless by LICENSEE from and against any and all suits, actions, losses, damages, claims, or liability of any character, type, or description, including all expenses of litigation, court costs, and attorney's fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, directly or indirectly, the performance of LICENSEE under this Agreement, including claims and damages arising in part from the negligence of TOWN, without; however, waiving any governmental immunity available to the TOWN under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

It is the express intent of the parties to this Agreement that the indemnity provided for in this section is an indemnity extended by LICENSEE to indemnify and protect TOWN from the consequences of TOWN's own negligence, provided, however, that the indemnity provided for in this section shall apply only when the negligent act of TOWN is a contributory cause of the resultant injury, death, or damage, and shall have no application when the negligent act of TOWN is the sole cause of the resultant injury, death, or damage, unmixed with the legal fault of another person or entity.

LICENSEE further agrees to defend, at its own expense, and on behalf of TOWN and in the name of TOWN, any claim or litigation brought in connection with any such injury, death, or damage.

The LICENSEE will secure and maintain Contractual Liability insurance to cover this indemnification Agreement that will be primary and noncontributory as to any insurance maintained by the TOWN for its own benefit, including self-insurance. In addition, LICENSEE shall obtain and file with TOWN a Certificate of Insurance evidencing the required coverage.

_____ LICENSEE (Name)
_____ BY (Signature)
_____ PRINTED NAME

# 7. Consideration/Action on Statements of Qualifications for Professional Engineering Services

# 8. Consideration/Action on Statements of Qualifications for Comprehensive Planning Services

# 9. Texas Regional Bank Rate Update



# 10. Street Committee Report

11. Consideration/Acceptance of Certification of Unopposed Candidates; Consideration/Approval of Order of Cancellation; and Consideration/ Approval of Ordinance Declaring Unopposed Candidates in the May 6, 2023, General Municipal Election Elected to Office, Canceling the Election, Providing for a Severability Clause, and Providing an Effective Date

**CERTIFICATION OF UNOPPOSED CANDIDATES FOR  
OTHER POLITICAL SUBDIVISIONS (NOT COUNTY)  
CERTIFICACIÓN DE CANDIDATOS ÚNICOS  
PARA OTRAS SUBDIVISIONES POLITICAS (NO EL CONDADO)**

**To: Presiding Officer of Governing Body**  
*Al: Presidente de la entidad gobernante*

As the authority responsible for having the official ballot prepared, I hereby certify that the following candidates are unopposed for election to office for the election scheduled to be held on May 6, 2023

*Como autoridad a cargo de la preparación de la boleta de votación oficial, por la presente certifico que los siguientes candidatos son candidatos únicos para elección para un cargo en la elección que se llevará a cabo el 6 de Mayo del 2023*

**List offices and names of candidates:**  
*Lista de cargos y nombres de los candidatos:*

**Office(s) Cargo(s)**

**Candidate(s) Candidato(s)**

Mayor  
Alderman  
Alderman

Maribel B. Guerrero  
Javier Vera  
Marcos Ricoy

\_\_\_\_\_  
**Signature (Firma)**

Fred Blanco

\_\_\_\_\_  
**Printed name (Nombre en letra de molde)**

Town Administrator

\_\_\_\_\_  
**Title (Puesto)**

March 14, 2023

\_\_\_\_\_  
**Date of signing (Fecha de firma)**

**(Seal) (sello)**

**See reverse side for instructions**  
*(Instrucciones en el reverso)*

**SAMPLE ORDER OF CANCELLATION**  
**EJEMPLO DE ORDEN DE CANCELACIÓN**

The Board of Aldermen hereby cancels the election scheduled to be held on  
(official name of governing body)  
May 6, 2023 in accordance with Section 2.053(a) of the Texas  
(date on which election was scheduled to be held)  
Election Code. The following candidates have been certified as unopposed and are hereby  
elected as follows:

*El junta de concejales por la presente cancela la elección que, de lo contrario,  
(nombre oficial de la entidad gobernante)  
se hubiera celebrado el 6 de mayo del 2023 de conformidad, con  
(fecha en que se hubiera celebrado la elección)  
la Sección 2.053(a) del Código de Elecciones de Texas. Los siguientes candidatos han sido  
certificados como candidatos únicos y por la presente quedan elegidos como se haya indicado  
a continuación:*

Candidate (Candidato)	Office Sought (Cargo al que presenta candidatura)
Maribel B. Guerrero	Mayor
Javier Vera	Alderman
Marcos Ricoy	Alderman

A copy of this order will be posted on Election Day at each polling place that would have been used in the election.

*El Día de las Elecciones se exhibirá una copia de esta orden en todas las mesas electorales que se hubieran utilizado en la elección.*

\_\_\_\_\_  
Mayor (Alcalde) Maribel B. Guerrero

\_\_\_\_\_  
Town Administrator (Administrador) Fred Blanco

(seal) (sello)

\_\_\_\_\_  
March 14, 2023  
Date of adoption (Fecha de adopción)

See reverse side for instructions  
*Instrucciones en el reverso*

ORDINANCE NO.

AN ORDINANCE DECLARING UNOPPOSED CANDIDATES IN THE MAY 6, 2023  
GENERAL MUNICIPAL ELECTION ELECTED TO OFFICE; CANCELING THE  
ELECTION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN  
EFFECTIVE DATE

WHEREAS, the general municipal election was called for May 6, 2023, for the purpose of electing members to the Board of Aldermen; and

WHEREAS, the Town Administrator has certified in writing that there is no proposition on the ballot, that no person has made a declaration of write-in candidacy, and that each candidate on the ballot is unopposed for election to office; and

WHEREAS, under these circumstances, Subchapter C, Chapter 2, Election Code, authorizes the Board of Aldermen to declare the candidates elected to office and cancel the election;

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

Section 1. The following candidates, who are unopposed in the May 6, 2023 general municipal election, are declared elected to office, and shall be issued certificates of election following the time the election would have been canvassed:

Maribel B. Guerrero	Mayor
Javier Vera	Alderman
Marcos Ricoy	Alderman

Section 2. The May 6, 2023, general municipal election is canceled, and the Town Administrator is directed to cause a copy of the Order of Cancellation to be posted on Election Day at each polling place that would have been used in the election.

Section 3. It is declared to be the intent of the Board of Aldermen that the phrases, clauses, sentences, paragraphs, and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this ordinance is declared invalid by the judgment or decree of a court of competent jurisdiction, the invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this ordinance since the Board of Aldermen would have enacted them without the invalid portion.

Section 4. This ordinance shall take effect upon its passage and it is so ordained.

PASSED, APPROVED, AND ADOPTED, on this the 14<sup>th</sup> day of March 2023.

Maribel B. Guerrero, Mayor

ATTEST:

Fred Blanco, Town Administrator

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

# 13. February 2023 Police Report – Police Chief



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



I	PENAL CODE:	SECTOR	No.	Prior	YTD	ARST	COMMENTS
	SEXUAL ASSAULT						
	STALKING						
	ASSAULT FV		1	1	2		no charges/uncooperative
	HARASSMENT						
	BURGLARY HAB						
	BURLGARY VEH						
	THEFT (M)						
	THEFT (F)			2	2	1	
	FRAUD/CREDIT		1	2	3		credit card misuse
	CRIMINAL MISCHIEF						
	POSSESSION (M)			1	1		
	POSSESSION (F)						
	Endangering Child						
	Indency W/A Child						
	BAIL JUMPING FTA						
	DWI						
	Public Intox						
	DUTY STRIKING FIXT						
	CRIMINAL TRESPASS						
	UNLAWFUL RESTRT						
	<b>TOTAL</b>		<b>2</b>	<b>6</b>	<b>8</b>	<b>1</b>	
II	INCIDENT REPORTS:	SECTOR	NO.	Prior	YTD	Citation	COMMENTS
	DOMESTIC NV		2	1	3		see notes
	Civil Dispute			2	2		
	WELFARE CHECK		1		1		concerning comment
	Traffic Accident		2		2		see notes
	Neighbor Disturbance			1	1		
	DIST (Music) (K9)		1	5	6		
	Natural Death Report						
	Suspicious V/P						
	LOST/FOUND PROP		1		1		cell phone/returned
	LIVESTOCK DIST						
	VEH IMPOUNDMENTS						
	ALARM RESIDENTIAL		9	9	18		
	EMS		10	16	26		
	FIRE		1		1		
	Agency ASSIST		4		4		
	<b>TOTAL</b>		<b>31</b>	<b>34</b>	<b>65</b>	<b>0</b>	
III	TRAFFIC STOPS:	NO.	Prior	YTD	PREV	Collect	Total Collected
	Citations	20	27	47	\$3,664	\$4,595	\$8,259



IV	TRAFFIC WARRANTS	NEW	PREV	CLRD	DIFF	YTD	
	WARRANTS	47	38	1	84	85	

V	SPEED TRAILER						
	AVENUE	POSTED		AVG.		TOP	
	CARMEN	25					No Stats
	CARMEN	35					Due to
	MORELOS	25					Surveillance.
	TESORO	25					Operation was
	ESCANDON	25					successful.
	SANTA ANA	25					
	SANTA ANA	15					
	ZAPATA	25					Just placed
	BALBOA	25					back into
	PIZARRO	25					traffic monitoring.
	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	26220	28125	1905	149	12.7852	
	F21 (OPSG)	11251	13,408	2,157	153	14	
	C-20 (OPSG)	62740	62846	106	11.6	9.13793	
	C18	38,714	39874	460	25	18.4	700 mi training/Travel
	F-18	0	0	0	0	0	out of rotation
	F17	100,095	100379	284	26	11	
	Totals	39836.67	40,772	4,912	365	11	

VII CHIEF'S COMMENTS

1- Assault by push 300 Block of Santa Ave. no charges by victim.  
 Non-Violent Verbal Dispute 300 Block of Bolivar between yard personnel and tenant.  
 Non-Violent Verbal Dispute 100 Block of Santa Ana between ex-partners over cell phone

2- Minor vehicle accident 40th Block of Alvarado Ave. with mailbox.  
 Minor vehicle accident on 100 Block of Santa Ana. with garage.

3- Dog Bite at the 600 Block of Zapata Ave. -- K-9 was not located

**Illegal Street Racing OP a success !! 4 arrests, 1 AR-15 rifle seized, 2 vehicles impounded.**

# 14. Adjourn