



NOTICE OF A PUBLIC MEETING  
TOWN OF RANCHO VIEJO  
BOARD OF ALDERMEN  
REGULAR MEETING  
MARCH 12, 2024  
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 12, 2024, 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 13, 2024
6. Delinquent Tax Collection Report for the Period ending September 2023 - Linebarger Goggan Blair & Sampson, LLP
7. Consideration/Action on Farmers Market Agreement Renewal
8. Consideration/Action on Municipal Judge Contract Renewal
9. Consideration/Action to Close Bank Accounts with Texas Regional Bank
10. American Rescue Plan Act (ARPA) Multi-Use Facility Project Update
11. Comprehensive Plan Update
12. Consideration/Action to Approve Resolution Of The Town Of Rancho Viejo Suspending The April 4, 2024 Effective Date Of AEP Texas Inc.'s Requested Rate Change To Permit The City Time To Study The Request And To Establish Reasonable Rates; Approving Cooperation With The Cities Served By AEP Texas And Authorizing Intervention In AEP Texas Inc.'s Requested Rate Change Proceedings Before The Commission; Hiring Lloyd Gosselink Attorneys And Consulting Services To Negotiate With The Company And Direct Any Necessary Litigation And Appeals; Requiring Reimbursement Of Cities' Rate Case Expenses; Finding That The Meeting At Which This Resolution Is Passed Is Open To The Public As Required By Law; Requiring Notice Of This Resolution To The Company And Legal Counsel
13. Consideration/Action to Approve Resolution Supporting Mexico Paying their Water Debt
14. Consideration/Action on an Election Equipment Lease Agreement with Cameron County
15. Consideration/Action on Resolution on Appointment of Election Judges, Appointment of Early Voting Ballot Board, and Rate of Pay for Election Judges
16. Town Administrator's Report
  - a. January 2024 Financial Report
  - b. Building Committee Report
17. 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 Stone Garden
18. February 2024 Police Report –Police Chief
19. 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 8, 2024 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 Alfredo Hernandez

Alderman Mark Johnson

Alderwoman Laura Kaechele

Alderman Marcos Ricoy

Alderman Javier Vera

Legal Counsel, Daniel Rentfro, Jr.

Town Administrator, Fred Blanco

Police Chief, Robert Tyler.

### 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:

*"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 13, 2024

MINUTES OF A REGULAR MEETING  
TOWN OF RANCHO VIEJO  
BOARD OF ALDERMEN  
FEBRUARY 13, 2024

A REGULAR MEETING of the BOARD OF ALDERMEN of the TOWN OF RANCHO VIEJO, TEXAS, was held on, February 13, 2024, 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:

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The meeting was called to order by Mayor Pro-Tem Javier Vera at 6:05 PM.

2. ROLL CALL:

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

Members present at the meeting were:

Alfredo Hernandez, Mark Johnson, Marcos Ricoy, and Javier Vera

*Mayor Guerrero arrived at 6:10 PM*

Members absent: Laura Kaechele

A quorum was present at the meeting.

Legal counsel David Irwin, Town Administrator Fred Blanco, and Police Chief Robert Tyler were also present at the meeting.

Those present in the audience were:

Karen Waters	Jon Waters	Pat Pace, Jr.	Lydia Bruinsma
Maria Mooney	William Mooney	Jorge B. Cruz	Ulrich Weisse
Ryan Waters	Sasha Krauss		

3. INVOCATION AND PLEDGE:

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Alderman Hernandez led the group in the invocation and the pledge of allegiance to the American and Texas flags.

4. PUBLIC COMMENT:

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Mayor Pro-Tem Vera opened the public hearing. Mr. Jorge Cruz requested that when the multi-use facility project is studied, the Board review the privacy, safety, and security of the existing tennis courts that are neighboring the new Town property. Mr. William Mooney asked about cul-de-sacs and what makes them private.

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

5. APPROVAL OF MINUTES – REGULAR MEETING DECEMBER 12, 2023:

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Alderman Johnson asked about the request for the release of the pledged securities for Plains Capital Bank.

Motion was made by Alderman Ricoy and seconded by Alderman Hernandez, to approve the minutes of a Regular Meeting held on January 16, 2024, as written.

Motion passed with the following vote:

AYES: Alderman Hernandez, Alderman Ricoy, and Alderman Vera

NAYES: None

ABSTAINING: Alderman Johnson

#### 6. ROTARY CLUB OF RANCHO VIEJO PROCLAMATION:

David Tumlinson and the members of the Rotary Club of Rancho Viejo stated that the Rotary International Club is celebrating its 119<sup>th</sup> birthday of founding. Mayor Pro Tem Vera presented the Club with a Proclamation. The Rancho Viejo Rotary Club was chartered in 2022 and is celebrating two years of service to the community and the world.

Mayor Guerrero recognized and thanked the Rancho Viejo Rotary Club for their successes and continued support. The Mayor and the Board are very grateful for the citizens' efforts, assistance, and collaboration in volunteer work.

#### 7. AMERICAN RESCUE PLAN ACT (ARPA) MULTI-USE FACILITY PROJECT UPDATE:

Mayor Guerrero stated that she and Town Administrator Fred Blanco had met with Rudy Gomez of GMS Consulting Engineers and with Deedee and Derrek from GrantWorks and they had gone over the contract and scope of work.

Mr. Blanco stated that the additional x-ray fees were \$10,000 and were to be added to the contract. Mayor Guerrero mentioned that there were some changes to stay within the budget, and that they would continue to review the design and visual aesthetics of the original concept. Alderman Johnson asked about the surrounding lots mentioned during public comment and for permitted fencing to be included with the design.

#### 8. COMPREHENSIVE PLAN UPDATE:

Mayor Guerrero said the surveys were finalized and ready to go out to the community. Town Administrator Fred Blanco stated that he expected to receive the survey with the changes by the end of the week.

#### 9. 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:

Motion was made by Alderman Johnson, seconded by Alderman Ricoy, and unanimously carried, to approve Resolution No. 389 – 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.



10. 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 TEXAS DEPARTMENT OF TRANSPORTATION, TRAFFIC SAFETY DIVISION, STEP COMPREHENSIVE GRANT:

Motion was made by Alderman Johnson, seconded by Alderman Hernandez, and unanimously carried, to approve Resolution No. 390 - A RESOLUTION OF THE BOARD OF ALDERMEN OF THE TOWN OF RANCHO VIEJO, TEXAS, FOR THE SUBMISSION OF A GRANT APPLICATION TO THE TEXAS DEPARTMENT OF TRANSPORTATION, TRAFFIC SAFETY DIVISION, STEP COMPREHENSIVE GRANT.

11. 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, PUBLIC SAFETY OFFICE DIVISION, OPERATION LONE STAR GRANT PROGRAM:

Motion was made by Alderman Hernandez, seconded by Alderman Vera, and unanimously carried, to approve Resolution No. 391 - 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, PUBLIC SAFETY OFFICE DIVISION, OPERATION LONE STAR GRANT PROGRAM.

12. JANUARY 2024 POLICE REPORT - POLICE CHIEF:

Police Chief Tyler presented the January 2024 Police Report. Mayor Guerrero stated that she had asked Administrator Blanco and Chief Tyler to get quotes for IT support, computers, software updates, and additional cameras and lighting throughout the Town. Chief Tyler stated that they had received one quote and that they were working on requesting additional quotes. Once they receive the estimates, the Board will look to allocate funds.

13. ADJOURN:

Motion was made by Alderman Johnson, seconded by Alderman Vera, and unanimously carried to adjourn the meeting at 6:43 P.M.

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

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

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

# 6. Delinquent Tax Collection Report for the Period ending September 2023 - Linebarger Goggan Blair & Sampson, LLP



## Rancho Viejo

Delinquent Tax Collection Report  
October 1, 2022 – September 30, 2023



## LINEBARGER PARTNERSHIP



**STRENGTH**

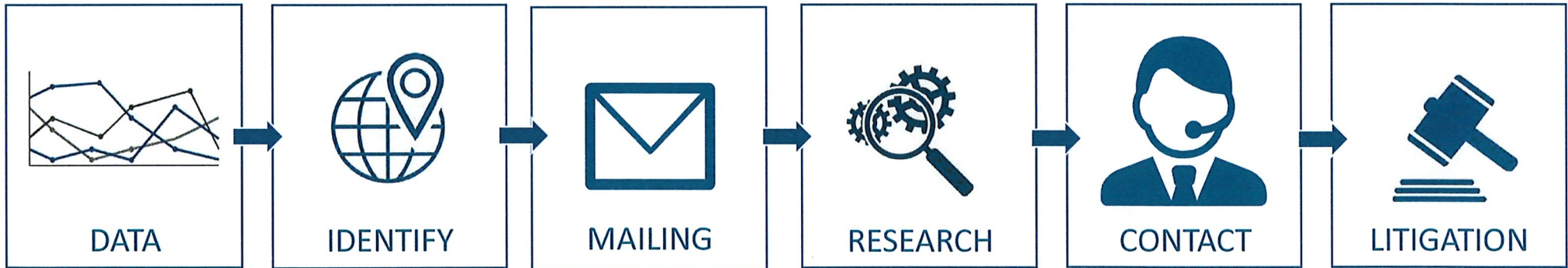


**ADAPTIVITY**



**SUCCESS**

## COLLECTIONS PROCESS





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## PRE-LITIGATION ACTIVITIES



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265

\$163,488

STATEMENTS MAILED



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31

\$66,078

CALLS & WALKINS



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15

\$16,018

RESEARCH & TITLE



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8

\$7,118

PAYMENT AGREEMENTS



**LINEBARGER**

ATTORNEYS AT LAW



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## LITIGATION ACTIVITIES



**12**

**\$6,305**

LAWSUITS FILED



**7**

**\$12,576**

DISMISSALS/RELEASES



**2**

**\$2,765**

JUDGMENTS



**16**

**\$18,283**

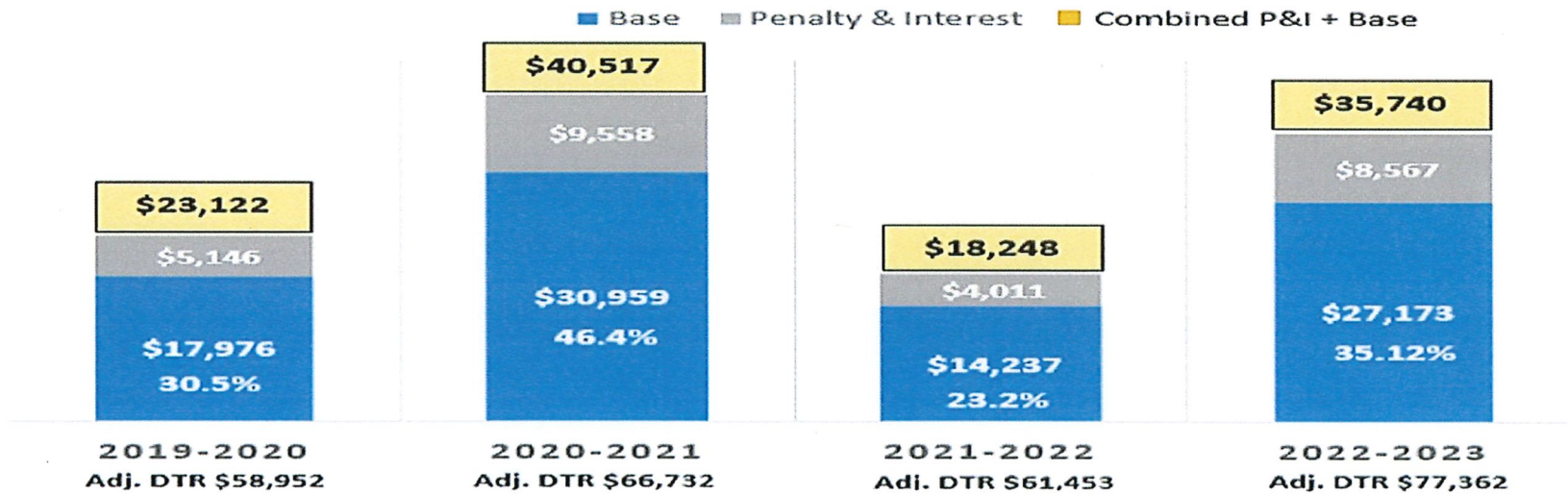
PENDING LAWSUITS



**DELINQUENT TAX COLLECTIONS**

Base Taxes Penalty & Interest—All Years  
October – September

Source: Cameron County Tax Office Reports



NOTE: Delinquent Collection Percentage calculated by dividing base amount collected by adjusted delinquent tax roll balance. Refund amounts are not included in combined totals or used in calculating delinquent collection percentage but are for reference only.





**Rancho Viejo**  
**Analysis of Collection Performance**  
**By Tax Year as of December 31, 2023**  
**(Base Tax Only)**

Tax Year	Adjusted Tax Levy as of Oct 1	Receivable Balance at Turnover	Collection Percentage at Turnover	Receivable Balance as of 12/31/2023	Collection Percentage as of 12/31/2023
2018	\$1,202,821.63	\$42,380.30	96.5%	\$3,153.85	99.7%
2019	\$1,236,024.88	\$42,178.58	96.6%	\$4,327.79	99.6%
2020	\$1,234,572.43	\$41,997.67	96.6%	\$9,114.00	99.3%
2021	\$1,268,348.52	\$41,676.73	96.7%	\$13,515.24	98.9%
2022	\$1,287,720.86	\$33,899.96	97.4%	\$18,957.39	98.5%
2023	\$1,651,245.64		100.0%	\$309,586.10	81.3%

**Source: Cameron County Tax Office Reports**

Source: Cameron County Tax Office Records





**THANK YOU**



# 7. Consideration/Action on Farmers Market Agreement Renewal

## 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, for three hours between 3:00 p.m. and 7:00 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 LICENSEE shall not hold TOWN 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 19 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

TOWN HALL SUBD III AT RANCHO VIEJO LOT 1 BLK 2, 1.0856 ACS OUT OF  
1.1028 ACRES (CAB 1 SLOT 2367-B CCMR) (2006 AMENDED 1-2465-B & 1-  
2567-B)

TOWN HALL SUBD III AT RANCHO VIEJO LOT 2 BLK 2 (CAB 1 SLOT 2367-  
B CCMR) (2006 AMENDED 1-2465-B & 1-2567-B)

# 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.

RANCHO VIEJO FARMERS MARKET LLC,  
LICENSEE (Name)

RVFM LLC, Brandon Munson Director  
BY (Signature)

RANCHO VIEJO FARMER'S MARKET LLC,  
PRINTED NAME

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.

<p><i>RANCHO VIEJO FARMER'S MARKET LLC,</i> LICENSEE (Name)</p> <p><i>RUFM LLC / Bonnie Eason</i> BY (Signature) <i>Dere</i></p> <p><i>RANCHO VIEJO FARMER'S MARKET LLC,</i> PRINTED NAME</p>
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# 8. Consideration/Action on Municipal Judge Contract Renewal

STATE OF TEXAS       §  
COUNTY OF CAMERON§

**MUNICIPAL JUDGE AGREEMENT**

This Agreement, by and between the TOWN OF RANCHO VIEJO, TEXAS (hereinafter sometimes referred to as the "Town"), a Type-A General Law Municipality, 3301 Carmen Avenue, Rancho Viejo, Cameron County, Texas and JAVIER GONZALEZ, a duly licensed attorney of the State of Texas, 335 Calle Jacaranda, Brownsville, Cameron County, Texas 78520, who hereby agree as follows:

**Article I. RECITALS**

**Section 1.01**       On the 17th day of December 2020, at a meeting of the Board of Aldermen (the "Meeting"), Town selected Javier Gonzalez ("Judge Gonzalez") to serve as the Municipal Court Judge for the Town.

**Article II. TERM OF EMPLOYMENT**

**Section 2.01**       **Initial Term.** The initial term of this Agreement is for a period of two years beginning January 12, 2021 (the "Appointment Date"), subject to continuation as provided for in Section 29.005 of the Texas Government Code.

**Section 2.02**       **Termination.** Town may terminate this Agreement prior to the expiration of the term in accordance with the provisions of Section 22.077 of the Texas Local Government Code pertaining to removal of municipal officers.

**Article III. COMPENSATION**

**Section 3.01**       **Compensation.** As compensation for all services rendered under this Agreement, Judge Gonzalez will be paid the sum of Nine Hundred and 00/100 Dollars (\$900.00) per month.

**Article IV. DUTIES OF JUDGE**

**Section 4.01**       **General Duties.** Judge Gonzalez shall perform all duties and responsibilities required of a Municipal Judge in the State of Texas, including but not limited to:

- (a) Managing court dockets, including arraignments and preliminary hearings.

(b) Presiding over jury and non-jury trials and levying fines commensurate with the violation in such a manner to preserve equity and uniformity in the application of existing laws and ordinances.

(c) Coordinating court activities with the Municipal Prosecutor, the Town Attorney, and other Town personnel.

**Section 4.02 Regularity of Docket.** Judge Gonzalez shall hold court sessions at least two times monthly, subject to reasonable adjustments for holiday and vacation schedules, and more often as necessary to provide for an efficient processing of the docket.

**Section 4.03 State Bar License.** Judge Gonzalez shall maintain his license to practice law in the State of Texas. The failure to maintain a license to practice law in the State of Texas shall be grounds for immediate termination of the Agreement effective upon notice received by Judge Gonzalez.

**Section 4.04 Code of Conduct.** Judge Gonzalez shall abide by all provisions of the Texas Code of Judicial Conduct applicable to municipal judges.

#### **Article V. ADDITIONAL OBLIGATIONS.**

**Section 5.01 Professional Certification.** Judge Gonzalez shall maintain all certifications and all continuing education necessary to legally perform his duties as Municipal Judge. The Town shall reimburse Judge Gonzalez for all reasonable expenses accrued in maintaining required certifications and continuing education unique to his role as the Municipal Judge. The Town shall not reimburse for any fees, certifications, dues, or continuing education that is required by the State Bar of Texas to maintain Judge Gonzalez's license to practice law in the State of Texas.

#### **Article VI. MISCELLANEOUS PROVISIONS**

**Section 6.01 Attorney's Fees.** Any party to this Agreement who prevails in any legal proceeding related to the Agreement is entitled to recover reasonable attorney's fees and costs of such proceeding.

**Section 6.02 Choice of Law and Venue.** This Agreement will be construed in accordance with the laws of the State of Texas. Exclusive venue for any proceeding in law or equity shall be in Cameron County, Texas.

**Section 6.03 Legal Construction.** Should any provisions of this Agreement for any reason be held invalid or unenforceable, said provision shall not affect any other provision of the Agreement, which shall be construed as if the invalid or unenforceable provision had never existed.

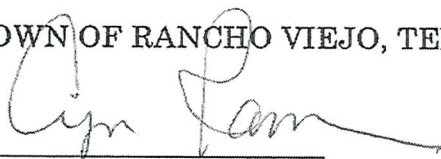
**Section 6.04 Agreement of the Parties.** This Agreement contains the entire agreement of the parties and cannot be changed except by their written agreement. This Agreement supersedes any prior understandings or agreements between the parties respecting the subject matter of this Agreement.

**Section 6.05 No Employer – Employee Relationship.** Nothing in this Agreement creates an employer-employee relationship between the Town and Judge Gonzalez, or entitles him to any fringe benefits provided to Town employees.

**Section 6.06 Counterparts.** If this Agreement is executed in multiple counterparts, all counterparts taken together constitute this Agreement. Copies of signatures to this Agreement are effective original signatures.

THE TOWN OF RANCHO VIEJO, TEXAS

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

  
Cyndie Rathbun, Mayor

  
\_\_\_\_\_  
Javier Gonzalez



# 9. Consideration/Action to Close Bank Accounts with Texas Regional Bank

# 10. American Rescue Plan Act (ARPA) Multi-Use Facility Project Update

# 11. Comprehensive Plan Update

12. Consideration/Action to Approve Resolution of the Town of Rancho Viejo Suspending the April 4, 2024 Effective Date of AEP Texas Inc.'s Requested Rate Change to Permit the City time to Study the Request and to Establish Reasonable Rates; Approving Cooperation With the Cities Served by AEP Texas and Authorizing Intervention In AEP Texas Inc.'s Requested Rate Change Proceedings Before The Commission; Hiring Lloyd Gosselink Attorneys And Consulting Services To Negotiate With The Company And Direct Any Necessary Litigation and Appeals; Requiring Reimbursement Of Cities' Rate Case Expenses; Finding that the Meeting at Which This Resolution is Passed is Open to the Public as Required by Law; Requiring Notice of this Resolution to the Company And Legal Counsel

## MODEL STAFF REPORT

### **\*\*\*ACTION MUST BE TAKEN TO SUSPEND THE EFFECTIVE DATE BEFORE APRIL 4, 2024\*\*\***

#### **PURPOSE:**

AEP Texas Inc (“AEP Texas” or “Company”) filed an application on February 29, 2024 with cities retaining original jurisdiction seeking to increase system-wide distribution rates by \$110.4 million per year (an increase of 13.1%) and increase system-wide transmission rates by \$63.1 million (an increase of 9.29%). According to AEP Texas, the impact of this approval on an average residential customer would be an increase of about \$4.59 per month.

The resolution suspends the April 4, 2024 effective date of the Company’s rate change for the maximum period permitted by law to allow the City, working in conjunction with other Cities served by AEP Texas to intervene in the Public Utility Commission Docket No. 56165 to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy, including settlement, to pursue.

The law provides that a rate request made by an electric utility cannot become effective until at least 35 days following the filing of the application to change rates. The law permits the City to suspend the rate change for 90 days after the date the rate change would otherwise be effective. **If the City fails to take some action regarding the filing before the effective date, AEP Texas’s rate request is deemed approved.**

#### **Purpose of this Resolution:**

The purpose of this Resolution is to suspend the Statement of Intent to Change Rates proposed by AEP Texas and authorize the City to intervene in the Company’s rate case proceeding before the Public Utility Commission in Docket No. 56165.

#### **Explanation of “Be It Resolved” Paragraphs:**

Section 1. The City is authorized to suspend the rate change for 90 days after the date that the rate change would otherwise be effective for any legitimate purpose. Time to study and investigate the application is always a legitimate purpose. Please note that the resolution refers to the suspension period as “the maximum period allowed by law” rather than ending by a specific date. This is because the Company controls the effective date and can extend the deadline for final city action to increase the time that the City retains jurisdiction if necessary to reach settlement on the case. If the suspension period is not otherwise extended by the Company, the City must take final action on AEP Texas’ request to change rates by July 3, 2024.

Section 2. This provision authorizes the City to participate in a coalition of Cities served by AEP Texas (“Cities”) in order to more efficiently represent the interests of the City and their citizens and authorizes the hiring of Lloyd Gosselink and consultants to review the filing, negotiate with the Company, and make recommendations to the City regarding reasonable

rates. Additionally, it authorizes Cities to direct any necessary administrative proceedings or court litigation associated with an appeal of this application filed with the PUC.

Section 3. This section authorizes the City to intervene in and participate with Cities Served by AEP Texas as a party in the Company's filing, PUC Docket No. 56165.

Section 4. The Company will reimburse the cities for their reasonable rate case expenses. Legal counsel and consultants approved by Cities will submit monthly invoices that will be forwarded to AEP Texas for reimbursement. No individual city incurs liability for payment of rate case expenses by adopting a suspension resolution.

Section 4. This section merely recites that the resolution was passed at a meeting that was open to the public and that the consideration of the Resolution was properly noticed.

Section 5. This section provides that both AEP Texas' counsel and counsel for the Cities will be notified of the City's action by sending a copy of the approved and signed resolution to certain designated individuals.

**RESOLUTION NO.**

**RESOLUTION OF THE TOWN OF RANCHO VIEJO SUSPENDING THE APRIL 4, 2024 EFFECTIVE DATE OF AEP TEXAS INC.'S REQUESTED RATE CHANGE TO PERMIT THE CITY TIME TO STUDY THE REQUEST AND TO ESTABLISH REASONABLE RATES; APPROVING COOPERATION WITH THE CITIES SERVED BY AEP TEXAS AND AUTHORIZING INTERVENTION IN AEP TEXAS INC.'S REQUESTED RATE CHANGE PROCEEDINGS BEFORE THE COMMISSION; HIRING LLOYD GOSSELINK ATTORNEYS AND CONSULTING SERVICES TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; REQUIRING REIMBURSEMENT OF CITIES' RATE CASE EXPENSES; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL**

**WHEREAS**, on or about February 29, 2024, AEP Texas Inc. (“AEP Texas” or “Company”), pursuant to Public Utility Regulatory Act (“PURA”) §§ 33.001 and 36.001 filed with the Town of Rancho Viejo (“City”) a Statement of Intent to change electric delivery rates in all municipalities exercising original jurisdiction within its service area, effective April 4, 2024 and

**WHEREAS**, the City is an electric utility customer of AEP Texas and a regulatory authority with an interest in the rates and charges of AEP Texas; and

**WHEREAS**, the City is a member of the Cities Served by AEP Texas (“Cities”), a membership of similarly situated cities served by AEP that have joined together to efficiently and cost effectively review and respond to electric issues affecting rates charged in AEP Texas’ service area; and

**WHEREAS**, PURA § 36.108 grants local regulatory authorities the right to suspend the effective date of proposed rate changes for ninety (90) days after the date the rate change would otherwise be effective; and

**WHEREAS**, the City retains its rights as a city with original jurisdiction including the right to suspend the application; and

**WHEREAS**, PURA § 33.023 provides that costs incurred by Cities in ratemaking activities are to be reimbursed by the regulated utility; and

**WHEREAS**, the City's consultants and attorneys recommend that the City suspend the application for further review.

**THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TOWN OF RANCHO VIEJO, TEXAS:**

SECTION 1. That the April 4, 2024, effective date of the rate request submitted by AEP Texas on or about February 29, 2024, be suspended for the maximum period allowed by law to permit adequate time to review the proposed changes and to establish reasonable rates.

SECTION 2. That the City joins other Cities Served by AEP Texas in this proceeding and, subject to the right to terminate employment at any time, hereby authorizes the hiring of Thomas Brocato of Lloyd Gosselink Rochelle and Townsend, P.C, and consultants to review the Company's filing, negotiate with the Company, make recommendations regarding reasonable rates and to direct any necessary administrative proceedings or court litigation associated with an appeal of city action.

SECTION 3. That the City shall work with Cities Served by AEP Texas in the review and evaluation of whether the proposed rates are appropriate, fair, just, and reasonable; and, intervene as a necessary party in the Public Utility Commission of Texas' consideration of AEP Texas' rate filing in Docket No. 56165 as it affects the customers in the unincorporated areas of AEP Texas' service territory.

SECTION 4. That the City's reasonable rate case expenses shall be reimbursed by AEP Texas.

SECTION 5. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

SECTION 6. A copy of this Resolution shall be sent to AEP Texas, care of Jennifer Frederick, American Electric Power Company, 400 West 15th Street, Suite 1520, Austin, Texas 78701 (aepaustintx@aep.com), and to Thomas Brocato at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701 (tbrocato@lglawfirm.com).

PASSED AND APPROVED this 12th day of March 2024.

\_\_\_\_\_  
Maribel B. Guerrero, Mayor

**ATTEST:**

\_\_\_\_\_  
Town Administrator



APPROVED AS TO FORM:

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City Attorney

# 13. Consideration/Action to Approve Resolution Supporting Mexico Paying their Water Debt

# RESOLUTION NO.

**WHEREAS**, the Rio Grande is the only source of fresh water for the Rio Grande Valley of Texas; and,

**WHEREAS**, the Rio Grande flows are greatly dependent on inflows from Mexican tributaries that flow into the Rio Grande above Amistad and Falcon Reservoirs; and,

**WHEREAS**, the 1944 Treaty between the United States and Mexico allots to the United States one-third of the tributary inflow from six-named tributaries that flow into the Rio Grande above the international reservoirs and this one-third shall not be less than 350,000 acre-feet as an annual average over a cycle of five consecutive years; and,

**WHEREAS**, the only exception to the annual delivery of this water is if Mexico is experiencing extraordinary drought or has experienced serious accident to the hydraulic systems on the six-named tributaries; and,

**WHEREAS**, Mexico has accumulated over 2.9-million-acre feet of water in the reservoirs on the six-named tributaries since August 2022, and is an indication that Mexico is not in an extraordinary drought and there have been no reports of any accidents to their hydraulic systems; and,

**WHEREAS**, the current five-year Treaty Delivery Cycle commenced October 25, 2020, and Mexico is behind in their deliveries to the United States by over 550,000-acre feet of water; and,

**WHEREAS**, the United States ownership of water in the Amistad/Falcon Reservoir System is slightly less than one years' supply of water; and,

**WHEREAS**, Mexico has sufficient water in storage in the tributaries that the United States is entitled to receive water from and could release this water as called for by the 1944 Treaty.

**NOW, THEREFORE, BE IT RESOLVED THAT** the Board of Aldermen of the Town of Rancho Viejo, Texas strongly urges Mexico to comply with the terms of the 1944 Treaty and release the water due to the United States.

**Adopted and approved by the Board of Aldermen of the Town of Rancho Viejo, Texas this 12<sup>th</sup> day of March 2024.**

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Mayor Maribel B. Guerrero

# 14. Consideration/Action on an Election Equipment Lease Agreement with Cameron County

THE STATE OF TEXAS §

COUNTY OF CAMERON §

LEASE AGREEMENT

ELECTION EQUIPMENT

This Lease is made and entered into this March 7, 2024, by and between Cameron County, hereinafter called "Lessor", and the Town of Rancho Viejo, hereinafter called "Lessee".

In the consideration of the mutual covenants and agreement herein set forth, and other good and valuable consideration, Lessor does lease to lessee One (1) ExpressVote (s) (Voter Assist Terminals) version 4.2.1.0 at \$446.00 for each, two (2) DS200 Scanner (precinct counter) version 3.0.0.0 at \$595.50 for each, hereinafter called "Equipment".

I.  
Terms

The term of this Lease shall be for the period of Monday, April 22, 2024 through Thursday, March 4, 2024 consisting of the Early Voting and Election Day period as related to the May 4, 2024 Election. The Lessee agrees to make arrangements to pick up the leased equipment on Thursday, April 18, 2024 at 9:30 a.m. at the County Elections Warehouse, 1006 E. Monroe St., Brownsville, Texas from the Lessor. At the end of the lease, the lessee agrees to deliver the leased equipment its original condition to the County Elections Warehouse, 1006 E. Monroe St., Brownsville, Texas by 9:30 a.m. on March 7, 2024 same date being the expiration of the lease. The Lessee will make own arrangements to pick up and also deliver the equipment from and to Lessor.

Delivery of the equipment past three (3) working days of the canvass date will incur a penalty of 10% of the total lease amount under Section II, Consideration.

II.  
Consideration

In consideration for the use of the equipment, Lessee agrees to pay the sum of one thousand six hundred and thirty-seven dollars the (\$1637.00). This Equipment Lease excludes any additional services such as programming for equipment, ballot layout, ballot production, etc. These services are available through Election Systems & Software, designated authorized vendor certified by the Secretary of State's Office, and are the responsibility of the Lessee. This agreement is intended to cover only the leasing of the voting equipment and any additional work on or testing of programmed equipment is the sole responsibility of the Lessee. If the County Elections Office is requested to deliver the leased equipment to the lessee at their locations and/or pick up the leased equipment from the lessee at their locations, the county may charge \$15.00/ hr with a minimum of 2 hours and mileage at .44/mile for both delivery and/or pick up.

III.  
Maintenance

Lessee agrees and covenants to keep and maintain in good repair all equipment during the term of this lease. In the event that any repairs are necessary due to negligence by Lessee, Lessee agrees to utilize the Election Systems & Software Company to provide the repair service and to pay for any repairs.

IV.  
Improvements and Major Repairs

Lessee may not make any alternations, additions or improvements to the equipment.

V.  
No Partnership

This Lease shall not give rise to a partnership relation between the parties hereto. Neither party shall have the authority to bind the other without its written consent.

VI.  
Indemnification

Lessee agrees and covenants to indemnify and hold Lessor harmless against any and all claims, demands, damages, costs, and expenses, including reasonable attorney fees for the defense, thereof, arising from the conduct or management of Lessee's business or its use of the equipment. In the event that any action or proceeding is brought against Lessor by reason of any of the above, Lessee further agrees and covenants to defend the action or proceeding by legal counsel acceptable to Lessor.

VII.  
No Assignment or Sublease

Lessee may not assign this Lease without the prior written consent of Lessor.

VIII.  
Notices

All notices to Lessor shall be sent by certified or registered mail, addressed to: Cameron County Elections Department, P. O. Box 3587, Brownsville, Texas 78523, or at such other address as the County may otherwise designate. All Notices to leases shall be sent or certified or registered mail, addressed to: **Fred Blanco, Town Administrator, 3301 Carmen Avenue, Rancho Viejo, Texas;** or at such other address as lessee may otherwise designate in writing.

IX.  
Breach

If Lessor or Lessee fail to carry out any provision of this Lease, the other party shall have the right to terminate this Lease with three (3) days written notice, hand delivered to the other party.

X.  
Entire Agreement – Amendment

This Lease shall constitute the entire understanding of the parties hereto with respect to the subject matter hereof, and no amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

XII.  
Law Governing Venue

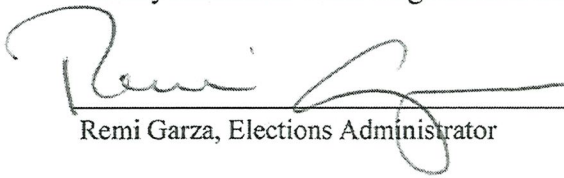
This Lease shall be governed by and construed in accordance with the laws of the State of Texas, and the obligations and undertaking of each of the parties to this lease shall be performable in Cameron County, Texas.

IN WITNESS WHEREOF, the undersigned Lessor and Lessee hereto executed this Lease as of the day and year above written.

LESSOR:

LESSEE:

County Elections/Voter Registration Office

  
\_\_\_\_\_  
Remi Garza, Elections Administrator

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

3/7/24  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



REMI GARZA, CERA  
ELECTIONS ADMINISTRATOR

March 7, 2024

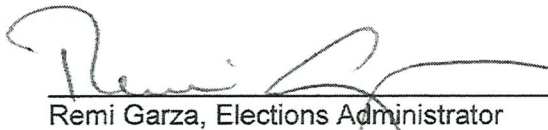
House Bill 2524, SOS Election Advisory No. 2009-14  
RE: Conducting Criminal Background Check

PURPOSE:

To secure and ensure the purity of the Elections conducted by the Cameron County Elections/Voter Registration Department.

Certification:

The Cameron County Elections/Voter Registration Office Certifies that a criminal background check has been conducted, in compliance with Texas Election Code § 129.051 (g), enacted by the 81<sup>st</sup> Texas Legislature in House Bill 2524 and which went into effect on September 1, 2009, on all employees, permanent and temporary, that may program, test, perform maintenance, transport equipment, or perform maintenance, transport equipment, or perform technical support on the voting system equipment for all election has been performed by the Cameron County Office of Human Resources. We report no findings that would prevent our department employees from performing their assigned duties.

  
\_\_\_\_\_  
Remi Garza, Elections Administrator

3/7/24  
\_\_\_\_\_  
Date

Please Note: The department of Elections & Vote Registration is not conducting an Election for the Town of Rancho Viejo. Therefore, we are not responsible for the programming nor their Election Process.



15. Consideration/Action on  
Resolution on Appointment of  
Election Judges, Appointment of  
Early Voting Ballot Board, and Rate  
of Pay for Election Judges

RESOLUTION NO.

A RESOLUTION ON APPOINTMENT OF ELECTION JUDGES, APPOINTMENT OF EARLY VOTING BALLOT BOARD, AND RATE OF PAY FOR ELECTION JUDGES

WHEREAS, an election has been ordered for the purpose of voting for three(3) Aldermen for the Town of Rancho Viejo, Texas on May 4, 2024.

NOW THEREFORE, BE IT RESOLVED AND ORDERED BY THE BOARD OF ALDERMEN OF THE TOWN OF RANCHO VIEJO, TEXAS:

Section 1. The following named persons are hereby appointed as officers of said election, to wit:

Silvia Leyendecker  
Presiding Judge

Alternate Presiding Judge

and Berta Almaraz, Clerk, to assist in holding said election, and said presiding judge shall be paid \$15.00 per hour, the alternate presiding judge shall be paid \$14.00 per hour, and the clerk shall be paid \$13.00 per hour.

Section 2. The Early Voting Ballot Board shall be appointed as follows: Esiquio (Zeke) Luna, Presiding Judge, Andrea Luna, Alternate Presiding Judge, and Janie Alvarado, Clerk. Said Early Voting Ballot Board shall serve as the central counting station for the early voting electronic system ballots. Said presiding judge shall be paid \$15.00 per hour, the alternate presiding judge shall be paid \$14.00 per hour, and the clerk shall be paid \$13.00 per hour.

PASSED, ADOPTED AND APPROVED this the 12<sup>th</sup> day of March 2024.

Town of Rancho Viejo

Maribel B. Guerrero, Mayor

ATTEST:

Fred Blanco, Town Administrator

16. Town Administrator's Report
  - a. January 2024 Financial Report
  - b. Building Committee Report

17. 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 Stone Garden

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 STONE GARDEN

WHEREAS, the Town of Rancho Viejo finds it in the best interest of the citizens of Rancho Viejo, Texas that Operation Stone Garden be operated for the 2023 grant cycle (Fiscal Year); and

WHEREAS, the Town of Rancho Viejo agrees that in the event of loss or misuse of the Homeland Security Grants Division funds, the 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 to approve submission of the grant application for Operation Stone Garden to the Office of the Governor, Homeland Security Grants Division.

Grant Number: 3187009

PASSED, ADOPTED, AND APPROVED by the Board of Aldermen of the Town of Rancho Viejo at a regular meeting on the 12<sup>th</sup> day of March 2024.

Maribel B. Guerrero, Mayor

ATTEST:

Fred Blanco, Town Administrator

# 18. February 2024 Police Report – Police Chief



**RANCHO VIEJO POLICE DEPARTMENT**  
**MONTHLY STATISTICAL REPORT**  
 MONTH OF: February 2024  
 Chief Robert R. Tyler



I	PENAL CODE:	SECTOR	No.	Prior	YTD	ARST	COMMENTS
	SEXUAL ASSAULT						
	STALKING		1			1	500 blk Zapata
	ASSAULT FV		1	1			Agg Assault/ see notes
	HARASSMENT						
	BURGLARY HAB		1			1	500 blk Zapata
	BURGLARY VEH			1			
	THEFT (M)			1			
	THEFT (F)			1			
	FRAUD/CREDIT		2			1	see notes
	CRIMINAL MISCHIEF			1			
	POSSESSION (M)						
	POSSESSION (F)			1			
	Endangering Child						
	Indecency W/A Child						
	BAIL JUMPING FTA						
	DWI						
	Public Intox						
	DUTY STRIKING FIXT						
	CRIMINAL TRESPASS						
	UNLAWFUL RESTRT						
		<b>TOTAL</b>	<b>5</b>				
II	INCIDENT REPORTS:	SECTOR	NO.	Prior	YTD	Citation	COMMENTS
	DOMESTIC NV		2	1			3500 Carmen
	Civil Dispute		5	1			
	WELFARE CHECK		1	1			1500 Tesoro Ave
	Traffic Accident		2	1			
	Neighbor Disturbance		1	1			3500 Carmen
	DIST (Music) (K9)		5	1			3-Music 2-vehicle
	Natural Death Report		1				see notes
	Suspicious V/P		1				40th blk Alvarado
	LOST/FOUND PROP			1			
	LIVESTOCK DIST						
	VEH IMPOUNDMENTS						
	ALARM RESIDENTIAL		9				
	EMS						
	FIRE			1			
	Agency ASSIST		2				
		<b>TOTAL</b>	<b>29</b>	<b>8</b>	<b>0</b>	<b>0</b>	
III	TRAFFIC STOPS:		NO.	Prior	YTD	Collect	Warrants Issued
	Citations		25	25		\$3,012	
IV	TRAFFIC WARRANTS		NO.	CLRD	DIFF		

WARRANTS		17	5	12			
<b>V</b>	<b>SPEED TRAILER</b>						
	<b>AVENUE</b>	<b>POSTED</b>		<b>AVG.</b>		<b>TOP</b>	
	CARMEN	25		27		35	
	CARMEN	35		34		45	
	MORELOS	25		24		35	
	TESORO	25		26		35	
	ESCANDON	25		28		35	
	SANTA ANA	25					
	SANTA ANA	15		19		30	
	ZAPATA	25					
	BALBOA	25					
	PIZARRO	25		28		30	
	CORTEZ	25		28		34	
	BOLIVAR	25					
	EL DORADO	25					
	RANCHO NUEVO	25					
	ALVARADO	25					
	HIDALGO	25		28		35	
	DELEON	25					
		25		26.889		34.8889	
<b>VI</b>	<b>POLICE MILEAGE:</b>	<b>Starting</b>	<b>Ending</b>	<b>Total</b>	<b>Gls</b>	<b>MPG</b>	<b>Miles Per Day</b>
	C-21	56412	58525	2113	207.6	10.1782	
	F21 (OPSG)	27349	27,673	324	26	12	
	C-20 (OPSG)	83498	85424	1926	176.2	10.9308	
	C16	51,015	51876	861	48	17.8631	
	F-18	0	0	0	0	0	out of rotation
	F17	109,484	110211	727	60	12	
	Totals	327758	280,217	5,951	518	11	
<b>VII</b>	<b>CHIEF'S COMMENTS</b>						
<p>-500 blk of Tesoro Ave. Fraud use personal information (medical insurance) McAllen Texas  -30th blk of Cortez Explotation of Disabled/Poss of credit/debit card- female arrested  -500 blk of Zapata Ave. Burg of Hab/Stalking/Viol of Bond &amp; Viol. of P/O - male subject arrested  -300 blk of Santa Ana./ Agg Assault deadly weapon- Investigation (warrant issued and executed on March 4th)  -3300 blk Carmen/ female submitted a fake insurance card to court.  -1500 blk of Santa Ana - death natural causes  -200 blk of Angelitas / Suicide 82 yr old male  -100 blk of Morelos / Assist DPS and FBI with School Threat - DPS lead investigation  -Speed Study done on Santa Ana 15 mph area and Pizarro 15 mph area</p>							

86



Violations by Filed Date...		
TRAFFIC	17	
STATE LAW	6	
CITY ORDINANCE	2	
Total Filed Violations		25

Completed Cases...		
Paid Fine...		
TRAFFIC	2	
STATE LAW	1	
CITY ORDINANCE	0	
Total Paid Fines		3
Before Judge...		
TRAFFIC	2	
STATE LAW	2	
CITY ORDINANCE	0	
Total Before Judge		4
Total Completed		7

Other Completed...		
DISMISSED DSC SECTION 1		
TRAFFIC	1	
STATE LAW	0	
CITY ORDINANCE	0	
Total		1
DISMISSED AFTER DEFERRED ADJ.		
TRAFFIC	14	
STATE LAW	0	
CITY ORDINANCE	2	
Total		16
DISMISSED/PRESENTED INSURANCE		
TRAFFIC	1	
STATE LAW	0	
CITY ORDINANCE	0	
Total		1
DISMISSED BY PROSECUTOR		
TRAFFIC	0	
STATE LAW	1	
CITY ORDINANCE	0	
Total		1
Total Other Completed		19
Grand Total Completed		26
Net Difference Filed/Complete		1-

Warrants...		
Issued...		
TRAFFIC	10	
STATE LAW	7	
CITY ORDINANCE	0	
Total Violations		17
Total Warrants Issued		17
Cleared...		
TRAFFIC	4	
STATE LAW	1	
CITY ORDINANCE	0	
Total Violations		5
Total Warrants Cleared		5
Change in Total Warrants		12

Other Paid Cases...		
Paid Fine...		
Total Other Paid Fines		12

CCC20 CCC 2020	\$918.66	
TFC TFC	\$27.67	
AR ARREST FEE	\$74.09	
STF19 STATE TRAFFIC FEE	\$461.19	
LMCBSF Local Building Security Fund	\$72.61	
LTPDF Local Truancy Prevention Fund	\$74.09	
LMCTF Local Court Technology Fund	\$59.28	
LMJF Local Municipal Jury Fund	\$1.48	
FINE FINE	\$1,258.00	
TP-L TIME PAYMENT PLAN - LOCAL	\$25.93	
TP-L-C TIME PAYMENT - LOCAL EFFICIENT	\$6.48	
TP-S TIME PAYMENT PLAN - STATE	\$32.42	
Total Fees/Fines Paid	\$3,011.90	

76

# 19. Adjourn