

NOTICE is hereby given of a REGULAR MEETING of the BOARD OF ALDERMEN of the TOWN OF RANCHO VIEJO, TEXAS, to be held on NOVEMBER 26, 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 October 8, 2024
- Announcement 9<sup>th</sup> Annual Christmas Golf Cart & Bike Parade Saturday, December 14<sup>th</sup> at 5:00 P.M.
- Public Hearing on Replat Request by Keila Posada, Mejia & Rose, representative for Jorge E. Talamas, owner of Lots 13 & 14, Block 2, Rancho Nuevo Subdivision Phase 1, re-plat no. 2, Town of Rancho Viejo, Cameron County, Texas; to replat two lots into one lot
- Discussion/Action on Replat Request by Keila Posada, Mejia & Rose, representative for Jorge E. Talamas, owner of Lots 13 & 14, Block 2, Rancho Nuevo Subdivision Phase 1, re-plat no. 2, Town of Rancho Viejo, Cameron County, Texas; to Replat Two Lots into One Lot
- 9. Public Hearing on Replat Request by Francisco Rios, Rios Surveying, LLC, representative for Fadi Alfayoumi, owner of Lots 34A & 34B, The Bend at Rancho Viejo Subdivision, Town of Rancho Viejo, Cameron County, Texas; to Replat Two Lots into One Lot
- 10. Discussion/Action on Replat Request by Francisco Rios, Rios Surveying, LLC, representative for Fadi Alfayoumi, owner of Lots 34A & 34B, The Bend at Rancho Viejo Subdivision, Town of Rancho Viejo, Cameron County, Texas; to replat two lots into one lot
- 11. Acknowledge Petition for Annexation from Miguel Ortiz, concerning ABST 2 4.413 Acre Tract out of a certain 70-acre tract, out of a 368.16 Acre Tract in unsubdivided share 1 Espiritu Santo Grant of 1781, (Noriega Plantation)
- 12. Authorize Offer of Development Agreement to Miguel Ortiz, concerning ABST 2 4.413 Acre Tract out of a certain 70-acre tract, out of a 368.16 Acre Tract in unsubdivided share 1 Espiritu Santo Grant of 1781, (Noriega Plantation)
- 13. Consideration/Action on Approving Contract with Archer Construction & Design for the American Rescue Plan Act (ARPA) Multi-Use Facility Project
- 14. Consider/Action to Amend the ARPA Memorandum of Understanding (MOU) obligating \$586,681.11 in American Rescue Plan Act (ARPA) funds for the Multi-Use Facility Project

- 15. Consideration/Action to Amend Contract with GMS Architects, LLC for Architectural Services for an American Rescue Plan Act (ARPA) multi-use facility project.
- 16. Consideration/Action on Approval of Proposal for the Street Repair on Santa Ana Ave.
- 17. Consideration/Action on Street Study by Guzman & Muñoz Engineering
- 18. Consideration/Action to Designate an Auditor for Fiscal Year Ending September 30, 2024
- 19. Consideration/Approval of Resolution to Cast Votes for the Board of Directors of the Cameron Appraisal District
- 20. Consideration/Action on Approval of Prohibited Technologies Security Policy
- 21. Consideration/Action on Cleaning Services Contract
- 22. Consideration/Action to Approve Air Conditioning/Heating Systems Service Agreement
- 23. September 2024 Financial Report Town Administrator
  - a. Building Committee Report
- 24. Consideration/Action for Approval of Trial Pilot Period for Trusted Driver E-Citation Platform "Ticket Writers"
- 25. October 2024 Police Report Police Chief
- 26. 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.
- 27. Adjourn

#### Fred Blanco

Fred Blanco, Town Administrator

NOTE: Pursuant to Section 551.127, Texas Government Code, one or more Alderman may attend this meeting remotely using videoconferencing technology. The video and audio feed of the videoconferencing equipment can be viewed and heard by the public at the address posted above as the location of the meeting.



State of Texas County of Cameron Town of Rancho Viejo

I, the undersigned authority, do hereby certify that the above NOTICE OF REGULAR 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 November 22, 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

Fred Blanco, Town Administrator

## 1. Call to Order by Mayor Guerrero

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# 2. Roll Call by Isabel Perales

Alderwoman Christi Burnias Alderman Todd Day Alderman Mark Johnson 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 October 8,2024

#### TOWN OF RANCHO VIEJO BOARD OF ALDERMEN MINUTES OF A REGULAR MEETING OCTOBER 8, 2024

A REGULAR MEETING of the BOARD OF ALDERMEN of the TOWN OF RANCHO VIEJO, TEXAS, was held on OCTOBER 8, 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:

The meeting was called to order by Mayor Pro-Tem Ricoy at 6:00 PM.

#### 2. ROLL CALL:

Roll call was made by Isabel Perales, Executive Administrative Assistant.

Members present at the meeting were: Alderwoman Christi Burnias, Alderman Todd Day, and Alderman Javier Vera.

Members absent were: Mayor Maribel Guerrero and Alderman Mark Johnson.

A quorum was present at the meeting.

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

Those present in the audience were:Jorge CruzUlrich WeisseHaydee MooneyBill MooneyRudy Gomez, GMS Architects

Richard Molina Tina Bailey Jason Martinez, GrantWorks, LLC

#### 3. INVOCATION AND PLEDGE:

Alderman Vera led the group in the invocation and the pledge of allegiance to the American and Texas Flags.

#### 4. PUBLIC COMMENT:

Mayor Pro-Tem Ricoy opened public comment. There were no comments from the audience.

Motion was made by Alderwoman Burnias, seconded by Alderman Day, and unanimously carried, to close public comment.

#### 5. APPROVAL OF MINUTES – REGULAR MEETING SEPTEMBER 10, 2024:

Motion was made by Alderman Vera, seconded by Alderman Day, and unanimously carried, to approve the minutes of the Regular Meeting held on September 10, 2024, as written.

6. ANNOUNCEMENT - FALL SWEEP CLEANUP EVENT - SATURDAY, NOVEMBER 16, 2024, FROM 9:00 AM TO 12:00 PM:

Town Administrator Fred Blanco announced the Fall Sweep Cleanup Event will be held on Saturday,

#### OCTOBER 8, 2024

7. CONSIDERATION/ACTION TO APPROVE A RESOLUTION OF THE BOARD OF ALDERMEN OF THE TOWN OF RANCHO VIEJO EXPRESSING ITS NOMINATION FOR APPRAISAL DIRECTORS FOR THE CAMERON APPRAISAL DISTRICT BOARD OF DIRECTORS:

Richard Molina, Cameron Appraisal District gave a thorough explanation of the new process for nomination and election for the Cameron Appraisal District Board of Directors. He stated that the Town of Rancho Viejo could nominate up to 5 people for the ballot and answered several questions from the Board.

Motion was made by Alderman Day, seconded by Alderwoman Burnias, and unanimously approved, to nominate Maribel Guerrero for the Cameron Appraisal District Board of Directors as an Appraisal Director.

8. AMERICAN RESCUE PLAN ACT (ARPA) MULTI-USE FACILITY PROJECT UPDATE – RUDY GOMEZ, GMS ARCHITECTS, AND JASON MARTINEZ, GRANTWORKS:

Rudy Gomez with GMS Architects stated that he had not received a proposal yet and reminded the Board about their approval to participate in the TIPS program.

Jason Martinez with GrantWorks added his analysis of the participation in the TIPS program, which was a small risk; the town is still within the time frame. They reiterated that the town could approve the MOU with Cameron County to align their projects during the same period for cost savings on mobilization costs.

#### 9. COMPREHENSIVE PLANNING SERVICES UPDATE:

Town Administrator Fred Blanco stated that GrantWorks is to hold a Public Workshop on 10/24/2024.

#### 10. DISCUSSION/POSSIBLE ACTION REGARDING TOWN ENGINEER CONTRACT:

Town Administrator, Fred Blanco stated that there were no current issues with the Town Engineer that Guzman and Munoz Engineering are willing to extend their contract on the same terms. Mr. Rentfro asked about the terms of the contract.

A motion was made by Alderman Day and seconded by Alderwoman Burnias to extend the contract with Guzman and Munoz Engineering for the Town Engineering services month-to-month. Motion passed with the following vote:

AYES: Alderwoman Christi Burnias, Alderman Todd Day, Alderman Marcos Ricoy.

NAYES: None.

ABSTAINING: Alderman Javier Vera.

## 11. CONSIDERATION/REAPPOINTMENT OF CHAIRMAN AND MEMBER TO THE PLANNING AND ZONING COMMISSION:

Mayor Pro-Tem Ricoy stated that Mayor Guerrero recommended the reappointment of Craig Grove as Chairman for the Planning and Zoning Commission.

Motion was made by Alderwoman Burnias, seconded by Alderman Vera, and unanimously carried, to reappoint Craig Grove as Chairman for the Planning and Zoning Commission.

#### 12. CONSIDERATION/REAPPOINTMENT OF MEMBERS TO THE BUILDING COMMITTEE:

Mayor Pro-Tem Ricoy stated that Mayor Guerrero recommended the reappointment of Yvania Adobbati and Marcos Ricoy as members of the Building Committee.

Motion was made by Alderman Day, seconded by Alderwoman Burnias, and unanimously carried, to reappoint Yvania Adobbati and Marcos Ricoy as members of the Building Committee.

#### 13. SEPTEMBER 2024 POLICE REPORT - POLICE CHIEF:

Police Chief Robert R. Tyler went over the September 2024 police report.

#### 14. ADJOURN:

Motion was made by Alderwoman Burnias, seconded by Alderman Day, and unanimously carried, to adjourn the meeting at 6:40 PM.

BY:\_\_\_\_\_

Fred Blanco, Town Administrator

APPROVED:

Maribel B. Guerrero, Mayor

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

6. Announcement – 9<sup>th</sup> Annual Christmas Golf Cart & Bike Parade – Saturday, December 14<sup>th</sup> at 5:00 P.M.

# 9th Annual Golf Cart & Bike Christmas Parade

Rancho

1010

MILL

## SATURDAY, DECEMBER 14, 2024 at 5 PM POSADA · TAMALES · MUSIC · MEET SANTA



7. Public Hearing on Replat Request by Keila Posada, Mejia & Rose, representative for Jorge E. Talamas, owner of Lots 13 & 14, Block 2, Rancho Nuevo Subdivision Phase 1, re-plat no. 2, Town of Rancho Viejo, Cameron County, Texas; to replat two lots into one lot

## Mejia & Rose, Incorporated

Engineering

Surveying

October 1, 2024

Town of Rancho Viejo 3301 Carmen Avenue Rancho Viejo, Texas 78575 Attn: Town Administrator, Fred Blanco

Re: Proposed "Lot 14A, Block 2, Ranch Nuevo Subdivision, Phase I, Replat No. 2"

Dear Mr. Blanco:

We would like to place the replat of the above referenced property for the Town of Rancho Viejo. Our client wants to replat Lots 13 and 14, Block 2, Rancho Nuevo Subdivision, Phase I" into one in single lot. Please accept the following items from *Mejia & Rose, Inc.* on behalf of our client Jorge Enrique Talamas.

- 1. 2 copies of plat 24x36
- 2. 14 copies of plat on 11x17
- 3. Title letter
- 4. Check #28698 in the amount of \$75.00 (plat admin. fee)
- 5. Tax Certificates Brownsville (2) and Harlingen (2)

Please call me if you have any questions or comments.

Owner: Jorge E. Talamas PO Box 1466 Olmito, Tx 78578 Jett25@gmail.com

Sincerely,

Posada

Keila S. Posada Surveying Draftsman (956) 544-3022 keila@cngmail.com

Job # 22646

P. O. Box 3761 • Brownsville, Texas 78523 • (956) 544-3022

#### RIO GRANDE VALLEY ABSTRACT CO., INC. 905 WEST PRICE RD. BROWNSVILLE, TEXAS 78520 PHONE (956) 542-4367 FAX (956) 544-7719

#### CERTIFICATE AS TO TITLE AND LIENS

**September 23, 2024** 

TO: Mejia & Rose, Inc. 1643 West Price Road Brownsville, TX 78520

ATTN.: Keila Posada

OWNER: \*\*NEW DAWN FINANCE LIMITED, Incorporated under the BVI Business Companies Act, 2004\*\* By General Warranty Deed, dated October 21, 2014, filed October 23, 2014 executed by Rio Rancho Nuevo Phase I, LLC, a Texas Limited Liability Company (as to Tract I) and Gregg McCumber, a married man not joined herein by my spouse inasmuch as the herein described real property constitutes no part of our homestead. (as to Tract II), recorded in Volume 20529, Page 227, Official Records of Cameron County, Texas.

#### **T-4481**

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Page 2

**LEGAL:** Tract I: Lot 13, Block 2, Rancho Nuevo Subdivision, Phase I, Town of Rancho Viejo, Cameron County, Texas according to the Map thereof recorded in Cabinet I, Slot 2718-A and 2718-B, Map Records of Cameron County, Texas. (Among Other Properties)

Tract II: Lot 14, Block 2, Rancho Nuevo Subdivision, Phase I, Town of Rancho Viejo, Cameron County, Texas according to the Map thereof recorded in Cabinet I, Slot 2718-A and 2718-B, Map Records of Cameron County, Texas.

LIENS: NONE.

#### EASEMENTS:

Building setbacks as shown in notes on map

Resaca located at the rear of said lots

Fifteen (15') foot utility easement across the front of said lots

Seven and a half (7.5') foot drainage easement across the southwestern boundary (As to Lot 14)

Ten (10') foot drainage easement across the northwestern boundary (As to Lot 14)

Page 3

This certificate is issued with the express understanding, evidenced by the acceptance of same, that the undersigned does not undertake to give or express any opinion as to the validity of the Title to the Property above described; and is simply reporting briefly herein, as to the instrument found of record, and pertaining to the subject property. It is expressly understood that this Certificate is neither a Guarantee nor a Warranty of Title.

By acceptance hereof, Issuer hereof expressly limits examination as to title, liens and judgments. Liability herein shall extend for a one-year period from date herein, and for the amount paid for this information.

#### SUBJECT TO ERRORS AND OMISSIONS AS OF:

September 12, 2024 at 8:00 a.m.

RIO GRANDE VALLEY ABSTRACT CO., INC.

Jacqui Stempsey

Jacqui Dempsey President JD/JU

Antonio "T 835 E. Leve Brownsville (956) 544-0	e TX 78520	OFFICE r.			ΤΑΧ Ο	ER	ΓΙΓΙĆΑΊ	TE	
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Property Own	ner: NEW DAWN FINAN PO BOX 1466 OLMITO, TX 78575		ED			Aeres: Exemp	tion Codes:	0.6657	
Legal Desc:	LOT 13 BLK 2 RA ION PHASE I C1-	ANCHO NU -2718-AB C	JEVO SUBDI CMR	VIS Property	Loc: J. R	ACKL ANCI	YN CIR 10 VIEJO T.	х	
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BY: y

(Page 1)

Antonio "7 835 E. Lev Brownsvill (956) 544-(	e TX 78520	FICE	ТА	X CER	TIFICAT	re	
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Property Ow	Der			Acres		0.6568	
Topony Ow	NEW DAWN FINANCE PO BOX 1466 OLMITO, TX 78575-140		E 	Exem	ption Codes:		
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SOUTH TEXAS	SD						ALL PAID
CITY OF RANCI	IO VIEJO						ALL PAID
BROWNSVILLE	NAV DISTRICT						ALL PAID
CAMERON COL	INTY						ALL PAID
DRAINAGE DIS	T#1						ALL PAID
TEXAS SOUTH	MOST COLLEGE						ALL PAID
MUNICIPAL DI	STRICT #2						ALL PAID
Grand Tot September		).00 \$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	al as of September, 2024						\$0.00
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The above Texas Prop by the Cam lawsuits (w there is a fe	described property may be s erty Tax Code.) The issuan- eron Appraisal District and hich must be verified with t e on all tax certificates.	subject to special valu ce of this certificate d does not reflect whet the delinquent tax col	ation based on its use oes not preclude a sub her or not the taxpaye lection attorneys) purs	and additic sequent super(s) owes o mant to sec	onal rollback ta pplemental ass court cost in a tion 31.08 of t	iy delinquent tax he Texas Propert	collection y Tax Code,
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BY: 15e mgull Deputy

#### METES & BOUNDS DESCRIPTION

1.323 ACRES, BEING ALL OF LOTS THIRTEEN (13) AND FOURTEEN (14), BLOCK TWO (22), RANCHO NUEVO SUBDIVISION, PHASE I, IN THE TOWN OF RANCHO VIEJO, CAMERON COUNTY, TEXAS, ACCORDING TO THE MAP THEREOF RECORDED IN CABINET I, SLOTS 2718-A AND B, MAP RECORDS OF CAMERON COUNTY, TEXAS, SAID 1.323 ACRE TRACT BEING MORE PARTICULARLY LOCATED AND DESCRIBED AS FOLLOWS;

BEGINNING, AT A ONE HALF INCH IRON PIN WITH A YELLOW PLASTIC CAP STAMPED "MAR INC" SET ON THE NORTH RIGHT-OF-WAY OF JACKLYN CIRCLE (50 FT. R.O.W.), AND BEING THE SOUTHEAST CORNER OF SAID LOT 13, FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE, ALONG THE SAID NORTH RIGHT-OF-WAY LINE OF SAID JACKLYN CIRCLE. SOUTH 56 DEGREES 37 MINUTES OO SECONDS WEST, A DISTANCE OF 109.71 FEFT TO A ONE HALF INCH IRON PIN WITH A PLASTIC CAP LID. STAMPED "AMBIOTEC" FOUND, ON A CURVE TO THE RIGHT WITH A RADIUS OF 20.00 FEET, FOR A CORNER OF THIS TOUCT. OF THIS TRACT:

THENCE, CONTINUING ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID JACKLYN CIRCLE AND ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 17.45 FEET (CHORD:SOUTH 83 DEGREES 36 MINUTES 51 SECONDS WEST, 16.00 FEET) TO A ONE HALF INCH IRON PIN FOUND, ON A CURVE TO THE LEFT WITH A RADIUS OF 50.00 FEET, FOR A CORNER OF THIS TRACT;

THENCE, CONTINUING ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID JACKLYN CIRCLE AND ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 48.87 FEET (CHORD:SOUTH 80 DECREES 38 MINUTES 43 SECONDS WEST, 46.95 FEET), TO ONE HALF INCH IRON PIN WITH A YELLOW FLASTIC CAP STAMPED "MAR INC" SET, AT THE SOUTHWEST CORNER OF SAID LOT 14, FOR THE SOUTHWEST CORNER OF THIS TRACT. TRACT:

THENCE, LEAVING THE NORTH RIGHT-OF-WAY LINE OF SAID JACKLYN CIRCLE AND ALONG THE SOUTHWEST BOUNDARY LINE OF SAID LOT 14, NORTH 55 DEGREES 21 MINUTES 23 SECONDS WEST, A DISTANCE OF 183.63 FEET TO A ONE HALF INCH IRON PIN WITH A YELLOW PLASTIC CAP STAMPED "M&R INC" SET, FOR A CORNER OF THIS TRACT,

THENCE, ALONG THE NORTHWEST BOUNDARY LINE OF SAID LOT 14, NORTH 07 DEGREES 56 MINUTES 00 SECONDS EAST, AT A DISTANCE OF 30.00 FEET TO A ONE HALF INCH IRON PIN WITH A YELLOW PLASTIC CAP STAMPED "MAR INC" SET, A TOTAL DISTANCE OF 126.01 FEET TO A POINT IN THE RESACA DEL RANCHO VIEJO, FOR A CORNER OF THIS TRACT.

THENCE, ALONG SAID RESACA AND THE NORTH BOUNDARY LINE OF SAID LOTS 13 AND 14. NORTH 56 DEGREES 37 MINUTES 00 SECONDS EAST, A DISTANCE OF 163.33 FEET TO A POINT IN THE RESACA DEL RANCHO VIEJO AND THE NORTHEAST CORNER OF SAID LOT 13, FOR THE NORTHEAST CORNER OF THIS TRACT,

THENCE, ALONG THE EAST BOUNDARY LINE OF SAID LOT 13, SOUTH 31 DECREES 23 MINUTES 00 SECONDS EAST, AT A DISTANCE OF 120.00 FEET TO A ONE HALF INCH IRON PIN FOUND, A TOTAL DISTANCE OF A 290.00 FEET TO THE POINT OF

CONTAINING, 1.323 ACRES OF LAND, MORE OR LESS.

#### SURVEYOR'S CERTIFICATION:

I, EDUARDO H. MEJA, A REGSTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND. ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.

EDUARDO H. MEJIA REG. PROFESSIONAL LAND SURVEYOR NO. 3900 STATE OF TEXAS

#### VALLEY MUNICIPAL UTILITY DISTRICT NO. 2

THIS PLAT OF. "LOT 14A, BLOCK 2, RANCHO NUEVO SUBDIVISON PHASE I, REPLAT NO. 2" HAS BEEN SUBMITED TO AND CONSDERED BY VALLEY MUNICIPAL UTILITY DISTRICT NO. 2 AND IS HEREBY APPROVED BY SUCH DISTRICT.

GENERAL MANAGER

DATE

#### STATE OF TEXAS COUNTY OF CAMERON

THE UNDERSIGNED HEREBY CERTIFIES THAT ALL AD VALOREM TAXES OWED TO ALL OF THE TAXING UNITS, REPRESENTED BY THE UNDERSIGNED ARE CURRENTLY PAID IN FULL FOR THE AREA INSIDE THE BOUNDARIES OF 'LOTS THIRTEEN (13) AND FOURTEEN (14), BLOCK TWO (2), RANCHO NUEVO SUBDIVISION, PHASE I," DEPICTED HEREON.

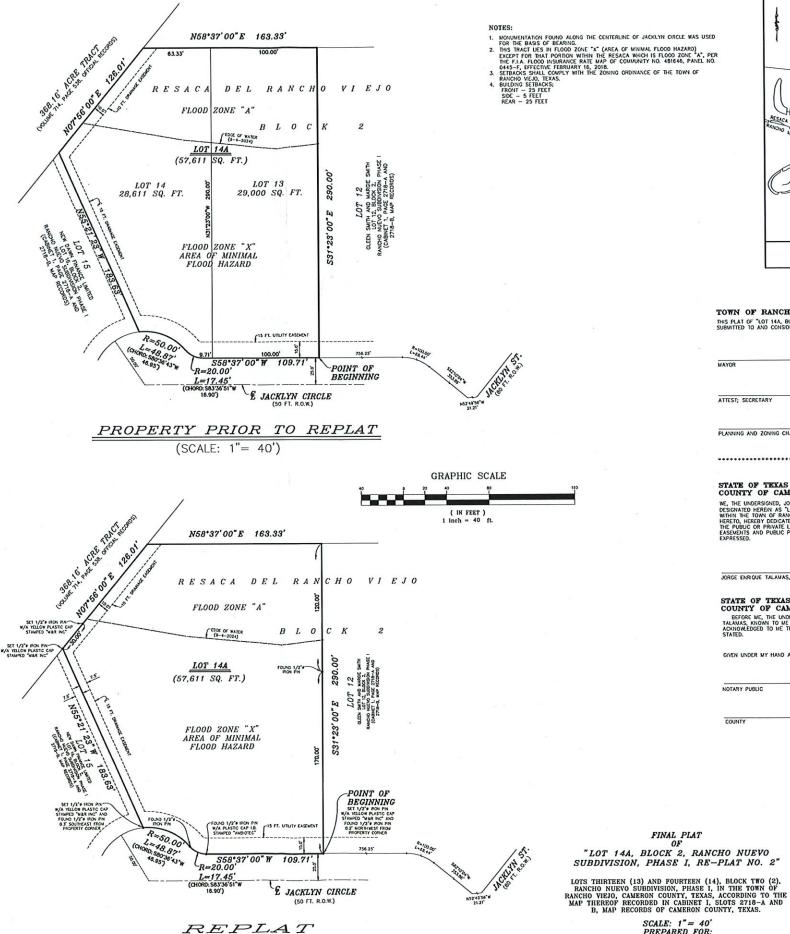
TONY YZAGUIRRE, Jr. ASSESSOR AND COLLECTOR OF TAXES, CAMERON COUNTY, TEXAS.

#### STATE OF TEXAS COUNTY OF CAMERON

I, SYLMA GARZA-PEREZ, COUNTY CLERK OF CAMERON COUNTY, certify that the plat bearing this certificate was filed and duly recorded on the \_\_\_\_\_ day of \_\_\_\_\_\_\_, 2024 at \_\_\_\_\_\_\_ O'clock \_\_\_\_\_ M in the Map Records of Cameron County, Texas, Document No.,

Deputy By: \_\_\_\_

DATE



(SCALE: 1"= 40')

B B B B B B B B B B B B B B B B B B B		
(	SCALE: 1"=	=2000')

#### TOWN OF RANCHO VIEJO

THIS PLAT OF "LOT 14A, BLOCK 2, RANCHO NUEVO SUBDIVISION PHASE I, REPLAT NO. 2" HAS BEEN SUBVITTED TO AND CONSIDERED BY THE TOWN OF RANCHO VEJO AND IS APPROVED BY SUCH TOWN.

MAYOR	DATE
ATTEST: SECRETARY	DATE

PLANNING AND ZONING CHAIRPERSON

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#### STATE OF TEXAS COUNTY OF CAMERON

WE, THE UNDERSIGNED, JORGE ENRIQUE TALAMAS, OWNERS OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED HERDIN AS 'LOT 14A, BLOCK 2, RANCHO NUEVO SUBDIVISION, PHASE J, REPLAT NO. 2', WITHIN THE TOWN OF RANCHO VESD, CAMERON COUNTY, TEXAS, NAD MHOSE MAKE IS SUBBIVISION THE PUBLIC OF PROVINE LAND OWNERS, ALL STREETS, ALL'S, PANSE, MATERCOURSES, DRAINS, EASEWHITS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE OR CONSDERATION THEREIN EPARESED.

JORGE ENRIQUE TALAVAS, OWNER

DATE

DATE

#### STATE OF TEXAS COUNTY OF CAMERON

BEFORE WE, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED, JORGE ENROUE TALAMAS, KNOM TO UE TO BE THE PERSON WHOSE NAME IS SUBSCREED TO THIS PLAT AND ACKINGHOLDEDE TO UE THAT INCY EXECUTED THE SAME FOR PURPOSES AND CONSIDERATION THEORY

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE \_\_\_\_\_ DAY OF \_\_\_\_

NOTARY PUBLIC

COUNT

### RECEIVED

OCT 0 8 20

BY

OWNER: NEW DAWN FINANCE LIMITED PO BOX 1466 OLMITO, TX 78575

Engineering	Surveying
T.B.P.E. Reg. 1	Vo. F-002670
T.B.P.L.S Reg.	No. 10023900
1643 West Price Road	1 (956) 544-3022
P.O. Box 3761 Brown	nsville, Texas 78520
Fax (956)	544-3068
email: mandring	O an am ail a am

SCALE: 1" = 40' PREPARED FOR:

NEW DAWN FINANCE LIMITED

8. Discussion/Action on Replat Request by Keila Posada, Mejia & Rose, representative for Jorge E. Talamas, owner of Lots 13 & 14, Block 2, Rancho Nuevo Subdivision Phase 1, re-plat no. 2, Town of Rancho Viejo, Cameron County, Texas; to Replat Two Lots into One Lot

9. Public Hearing on Replat Request by Francisco Rios, Rios Surveying, LLC, representative for Fadi Alfayoumi, owner of Lots 34A & 34B, The Bend at Rancho Viejo Subdivision, Town of Rancho Viejo, Cameron County, Texas; to Replat Two Lots into One Lot

#### October 24, 2024

#### **Town Administrator: Fred Blanco**

#### 3301 Carmen Ave

#### Rancho Viejo, Texas 78575

RE: Proposed One (1) Subdivision, "Replat of Lots 34A & 34B, The Bend at Rancho Viejo Subdivision"

#### Dear Town Administrator:

This letter is to provide notification of a proposed One (1) lot subdivision, as per the Town checklist, attached is the requested information:

- 1. Subdivision Name: Replat of Lots 34A & 34B, The Bend At Rancho Viejo Subdivision
- Name, address, phone number of owners: Fadi Alfayoumi, 713 Santa Ana Avenue, Rancho Viejo, TX 78575
- 3. Utilities: Water- Valley Mud #2 Electric-AEP

Sanitary Sewer- Valley Mud #2

- Engineer/Surveyor: Francisco Rios, R.P.L.S. 221 S. Williams Road, San Benito, Texas. 78586
- 5. Proposed Development: Residential

The intent of this replat is to turn the existing Lots 34A & 34B into one lot again. This property was first a single lot then turned into 2 lots. Now the current owners wish to build a new home, which the city is requiring to turn back into 1 lot.

Please feel free to contact me if you should have any questions or concerns.



Sincerely,

Thomas Rido, M.

Francisco Rios, R.P.L.S.

RIOS SURVEYING, LLC TEXAS FIRM #10117600 221 SOUTH WILLIAMS ROAD SAN BENITO, TEXAS. 78586

#### Letter of Authorization

TO WHOM IT MAY CONCERN:

THIS NOTE IS TO SERVE AS "LETTER OF AUTHORIZATION" TO RIOS SURVEYING, LLC AND IT'S REPRESENTATIVES TO ACT ON MY BEHALF ON ALL MATTERS CONCERNING THE PROCESSING, SUBMISSION AND RECORDING OF THE PROPOSED "**REPLAT OF LOTS 34A & 34B, THE BEND AT RANCHO VIEJO SUBDIVISION**", AUTHORIZATION SHALL TERMINATE UPON THE COMPLETION OF WORK AND FULL PAYMENT OF SERVICES RENDERED IN THE FINALIZING OF SAID SUBDIVISION.

**OWNER'S NAMES: FADI ALFAYOUMI** 

FADI ALFAYOUMI

STATE OF TEXAS

COUNTY OF Comeron

BEFORE ME THE UNDERSIGNED AUTHORITY ON THIS PERSONALLY APPEARED "FADI ALFAYOUMI", KNOW TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FORGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 21 DAY OF October 20.24

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

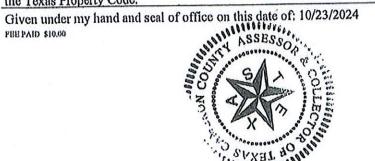
Solere Varaer

PRINTED NAME: <u>Selene Velazquez</u> My commission expires: 1014/2027



Antonio "7 835 E. Leve Brownsvill (956) 544-0	e TX 78520	irre Jr.	CE		TAX (	CERTIFICAT	re	
Account:	79/0113/0000	/0340/00	Billing No: Sequence No.	227406 334501	1	Alt Acct No: Proc Date: 3ffective Date:	000000160477 10/23/2024 10/23/2024	
						Acres:	1,4630	
Property Own	ALFAYOUM 713 SANTA	II FADI ANA AVE EJO, TX 7857:	5-9747	•		Bremption Codes:		
Legal Desc:	34A (2016	D AT RANCH REPLAT C1-3 15) (CAB 1 SL	O VIEJO SUBD I 3340 CCMR FILE OT 1973-A&B	OT Property		01 RESACA BENI ANCHO VIEJO T		-
This is to cen of: 10/23/20 Entity	tify that after a 24. Described p	careful check c roperty of the f Base Tax	ollowing tax unit( Base Tax	of this office, the s): Base Due	following P & 1	delinquent taxes, pe I Spc. Int.	Att. Fee	est are due as Total Due
			Paid					
2024 - 0 BROWNSVILLE	ISD							ALL PAID
SOUTH TEXAS I								ALL PAID
CITY OF RANCH			¥1.					ALL PAID
BROWNSVILLE								ALL PAID
CAMERON COU								ALL PAID
TEXAS SOUTHM						×		ALL PAID
MUNICIPAL DIS								ALL PAID
Grand Tota October, 20		\$0.00	\$0.00	\$0.00	\$0.0	0 \$0.00	\$0.00	\$0.00
	al as of October	r, 2024						\$0.00
All taxes pa	id in full prior to	o and including	the year 2024 exe	cept for unpaid y	cars listed a	above.	·	
The above d Texas Prope by the Came lawsuits (wh	lescribed proper erty Tax Code.)	ty may be subj The issuance o District and doe rified with the o	ect to special valu f this certificate de	ation based on its oes not preclude	s use and ac a subseque	ditional rollback ta at supplemental ass wes court cost in an o section 31.08 of th	v delinquent tax	collection

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



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SAXAT PLAN

CAMERON COUNTY TAX OFFICE ANTONIO "TONY" YZAGUIRRE JR.

BY: ESTAN De Alba Deputy

Account: 79/011 Property Owner;		21111 N.					
Property Owner:		Billing No: Sequence No.	298717 334503	Pro	Acct No: Date: active Date:	000000399792 10/23/2024 10/23/2024	
roperty Owner:				Acr		1,4630	X
	NOTHALEADI				inption Codes:		
713 SA	YOUMI FADI ANTA ANA AVE 2HO VIEJO, TX 78575	-9747					
34F	E BEND AT RANCHC 3 (2016 C1-3340 CCMI 5)(CAB 1 SLOT 1973-	R FILED 3/23/	.OT Property		RESACA BENI ICHO VIEJO T		
This is to certify that of: 10/23/2024. Desc Entity	after a careful check of ribed property of the fo Base Tax	the tax records o llowing tax unit(s Base Tax	<u>s):</u>	following deli	nquent faxes, pe	nalties, and interes	st are due as
	Dast Lux	Paid	Base Due	P & I	Spc. Int.	Att. Fee	Total Due
2024 - 0	Dast Lux		Base Due	P & I	Spc. Int.	Att. Fee	
2024 - 0 BROWNSVILLB 18 D	Drot Tax		Base Due	P & I	Spc, Int.	Att. Fev	ALL PAID
2024 - 0 BROWNSVILLE I S D SOUTH TEXAS ISD	Drot Inx		Base Due	P & I	Spc, Int.	Att. Feo	ALL PAID ALL PAID
2024 - 0 BROWNSVILLE I S D SOUTH TEXAS ISD CITY OF RANCHO VIEJO			Base Due	P & I	Spc. Int.	Att. Fee	ALL PAID ALL PAID ALL PAID
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2024 - 0 BROWNSVILLE I S D SOUTH TEXAS ISD CITY OF RANCHO VIEJO BROWNSVILLE NAV DISTRI CAMERON COUNTY	ст		Base Duo \$0.00	P & I \$0.00	Spc, Int. \$0.00	Att. Fev \$0.00	ALL PAIE ALL PAIE ALL PAIE ALL PAIE ALL PAIE

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

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

Given under my hand and seal of office on this date of: 10/23/2024 FEB FAID \$10.00



CAMERON COUNTY TAX OFFICE ANTONIO "TONY" YZAGUIRRE JR.

BY: Sther De A.Ux Deputy

## **Guaranty Title Services**

2121 Leopard Street Corpus Christi, Texas 78408 Phone: (361) 884-1044 Fax: (361) 882-7239 jacobkapusta@sanjacintotitle.com

#### PRELIMINARY TITLE REPORT ACC# 42933

We have reviewed the records in the Office of Guaranty Title Services of Corpus

Christi, as to the following described property, to-wit:

Lots Thirty-Four A (34-A) and Thirty-Four B (34-B), replat of Lot Thirty-Four (34), THE BEND AT RANCHO VIEJO SUBDIVISION, an Addition to the Town of Rancho Viejo, Cameron County, Texas, according to the Map or Plat thereof recorded in Cabinet 1, Slot 3340, Map Records of Cameron County, Texas.

> 201 RESACA BEND, RANCHO VIEJO, TX / Property ID: 160477 199 RESACA BEND, RANCHO VIEJO, TX / Property ID: 399792

#### TITLE APPEARS TO BE VESTED IN: Fadi Alfayoumi

#### VIA: Warranty Deed with Vendor's Lien

Grantor: Michael L. Hogan and wife, Laura T. Hogan Grantee: Fadi Alfayoumi Date Executed: 9-1-2015 Date Filed: 9-4-2015 Instrument: OR 21240/74 #2015-33155

From September 1, 2015 and continuing through the 16th day of October 2024 and

find nothing further of record affecting the title to such property except the following:

#### **Property Documents:**

#### Warranty Deed with Vendor's Lien

Grantor: Michael L. Hogan and wife, Laura T. Hogan Grantee: Fadi Alfayoumi Date Executed: 9-1-2015 Date Filed: 9-4-2015 Instrument: OR 21240/74 #2015-33155 \*\*Vendor's Lien released

#### Easements, etc.

Restrictions recorded in Volume 6890, Page 157, of the Official Records of Cameron County, Texas.

Statutory rights in favor of VALLEY MUNICIPAL UTILITY DISTRICT NO. 2, pursuant to applicable sections of the Texas Water Code.

Easements in favor of VALLEY MUNICIPAL UTILITY DISTRICT NO. 2.

Easements, setbacks, and reservations, as shown by the map or plat thereof, recorded in Cabinet 1, Slot 3340, Map Records of Cameron County, Texas.

CONTRACT AND AGREEMENT for rights, easement rights and easement rights of way for storage and irrigation facilities for the flow, storage and use of domestic and irrigation water with the agreement for contribution to the costs of repairs to the irrigation facilities, dated April 3, 1944, filed July 26, 1945, executed by and between L. H. Prichard, C D. Kirk, Albert H. Fernandez and Miguel Fernandez, Individually and as Co-Independent Executors of the Estate of J. G. Fernandez and Francisca C. De Fernandez, Gonzalez Fernandez and Anita F. De Ortiz, Albert H. Fernandez, as Independent Executor and Trustee under the Will of Francisca (Quica) Fernandez, deceased, Rosalia F. De Gomez and G. Phillip Wardner, Trustee for Martha Dana Mercer, and recorded in Volume 354, Page 128, Deed Records of Cameron County, Texas.

PARTITION AND CONVEYANCE dated August 25, 1961, filed August \_, 1961, executed by and between Albert H. Fernandez, Maria F. Butler, Lee J. Butler, Rosalia F. De Gomez, Albert H. Fernandez, Trustee under the Will of Miguel Fernandez, deceased and Anita F. De Ortiz recorded in Volume 714, Page 583, of the Deed Records of Cameron County, Texas. This conveyance grants an undivided interest in the irrigation system and "the right to use the canal and resacas forming part of such irrigation system on the grantor's land."

AGREEMENT TO ASSIGN AND CONVEY WATER RIGHTS AND WATER ALLOTMENTS, dated June 11, 1973, filed July 17, 1973, executed by and between Valley International Properties, Inc., Ricardo Ortiz, Miguel A. Ortiz and J. Antonio Ortiz, recorded in Volume 3, Page 453, of the Water Rights Records of Cameron County, Texas. This agreement acknowledges the existence of the PARTITION AND CONVEYANCE recorded in Volume 714, Page 583 of the Deed Records of Cameron County, Texas, and grants "the right to use the Noriega Plantation Irrigation System, including the canals, pumps, resacas and dams for the purpose of conveying water, said grant not being limited to conveying water to Noriega Plantation property". General Utility Easement dated November 18, 1974, executed by Valley International Properties, Inc. to Valley Municipal Utility District No. 2, recorded in Volume 1007, Page 851, Deed Records of Cameron County, Texas.

Easement for drainage ditches and gas pipeline described in instrument recorded in Volume 922, Page 881, Deed Records of Cameron County, Texas.

General Utility Easement from Valley International Properties, Inc. to Valley Municipal Utility District No. 2, recorded in Volume 985, Page 593, Deed Records of Cameron County, Texas, and modified and refiled in Volume 989, Page 205.

CONTRACT, EASEMENT AND USE RESTRICTIONS contract dated June 6, 1994, entered into by and between Central Power and Light Company, a Texas Corporation and Valley International Properties, Inc., recorded in Volume 995, Page 168, Deed Record of Cameron County, Texas, and modified by Modification Agreement dated October 16, 1974, recorded in Volume 1005, Page 789, Deed Records of Cameron County, Texas.

#### TAXES COLLECTED BY CAMERON COUNTY: \$0.00 / \$0.00 DUE (2023) ASSESSED VALUE (CAMERON COUNTY): \$399,193 / \$399,193

A ten (10) year General Index Search made with respect to the following persons or entities:

#### Fadi Alfayoumi

For outstanding Federal Tax Liens, State Tax Liens, Abstracts of Judgments, District

Court Suits, Probate Matters and Bankruptcy Cases reveal the following:

#### **General Index Documents**

#### Nothing found.

IT IS EXPRESSLY UNDERSTOOD that this Letter is delivered with the understanding,

evidenced by the acceptance hereof, that (1) it is neither a guaranty, warranty nor opinion of title and (2) This information is not intended to be representative of a complete abstract of title

nor should it be construed as such and (3) any liability arising hereunder shall be limited to the costs of this Letter, and is issued for the use of and shall inure to the benefit of Rios Surveying.

> Completed in Corpus Christi, Texas This 23rd day of October 2024

GUARANTY TITLE SERVICES OF CORPUS CHRISTI

By: Jacob Kapusta

PLEASE NOTE: This report covers surface rights only and does not include mineral rights.

1

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\*\*\*\*\* Electronically Recorded Document \*\*\*\*\*

#### Cameron County Sylvia Garza-Perez Cameron County Clerk Brownsville, Texas

Document Number: 2015-33155 Recorded As : ELECTRONIC RECORDING

Recorded On: Recorded At: Number of Pages: Book-VI/Pg: Recording Fee: September 04, 2015 01:19:31 pm 3 Bk-OR VI-21240 Pg-74 \$30.00

**Parties:** 

Direct-Indirect-

Receipt Number: Processed By: 744519 Priscilla Flores

#### \*\*\*THIS PAGE IS PART OF THE INSTRUMENT\*\*\*



I hereby certify that this instrument was filed on the date and time stamped hereon and was duly recorded in the Official Public Records in Cameron County, Texas.

pluce opener

#### EDWARDS ABSTRACT

GF# 902322

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

#### WARRANTY DEED WITH VENDOR'S LIEN

Date: September 1, 2015

Grantor: MICHAEL L. HOGAN and wife, LAURA T. HOGAN

Grantor's Mailing Address (including county):

Grantee: FADI ALFAYOUMI

Grantee's Mailing Address (including County):

713 Santa Ana Avenue, Rancho Viejo, Texas 78575 CAMERON County

CONSIDERATION: TEN AND NO/100 DOLLARS and other good and valuable consideration and the further consideration of a note of even date, that is in the principal amount of FOUR HUNDRED EIGHTY FIVE THOUSAND AND NO/100 DOLLARS (\$485,000.00) and is executed by Grantee, payable to the order of INTERNATIONAL BANK OF COMMERCE, BROWNSVILLE. The note is secured by a vendor's lien retained in favor of INTERNATIONAL BANK OF COMMERCE, BROWNSVILLE in this deed and by a deed of trust of even date, from Grantee to FRED W. RUSTEBERG, Trustee.

INTERNATIONAL BANK OF COMMERCE, BROWNSVILLE at Grantee's request, having paid in cash to Grantor that portion of the purchase price of the property that is evidenced by the note described, the vendor's lien and superior title to the property are relained for the benefit of INTERNATIONAL BANK OF COMMERCE, BROWNSVILLE and are transferred to INTERNATIONAL BANK OF COMMERCE, BROWNSVILLE without recourse on Grantor.

**PROPERTY** (including any improvements):

Lots Thirty-Four A (34-A) and Thirty-Four B (34-B), replat of Lot Thirty-Four (34), THE BEND AT RANCHO VIEJO SUBDIVISION, an Addition to the Town of Rancho Viejo, Cameron County, Texas, according to the Map or Plat thereof recorded in Cabinet 1, Slot 3340, Map Records of Cameron County, Texas.

#### RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

This conveyance is made subject to any and all restrictions, covenants, conditions, easements, mineral and royalty reservations, zoning laws, regulations and ordinances of municipal and other governmental authorities, if any, and only to the extent that same are still in effect, shown of tecord in Cameron County, Texas; together with any and all visible and apparent casements, to include but not limited to casements for roadways on or across the land.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

The vendor's lien against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute.

When the context requires, singular nouns and pronouns include the plural.

RA T. HOGAN MICHAEL L, HOGAN

1

#### ACKNOWLEDGMENTS

#### STATE OF TEXAS COUNTY OF CAMERON

This instrument was acknowledged before me on August fe, LAURA T. HOGAN 2015 by MICHAEL L. HOGAN and wife, LAURA T. HOGAN.



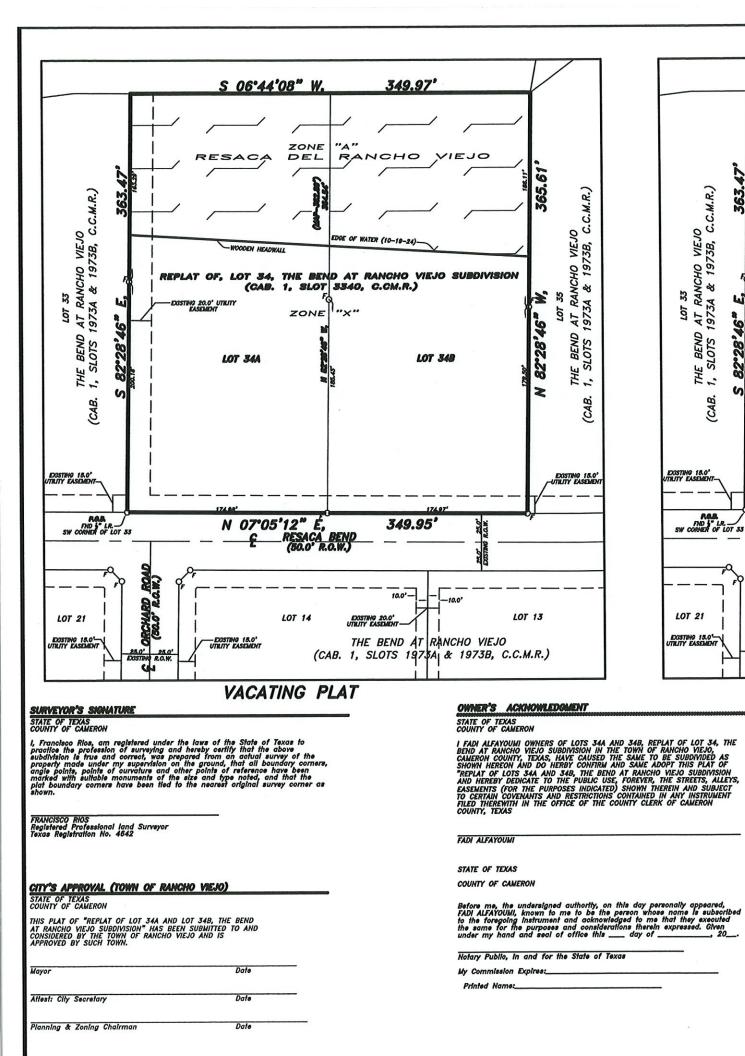
AFTER RECORDING RETURN TO:

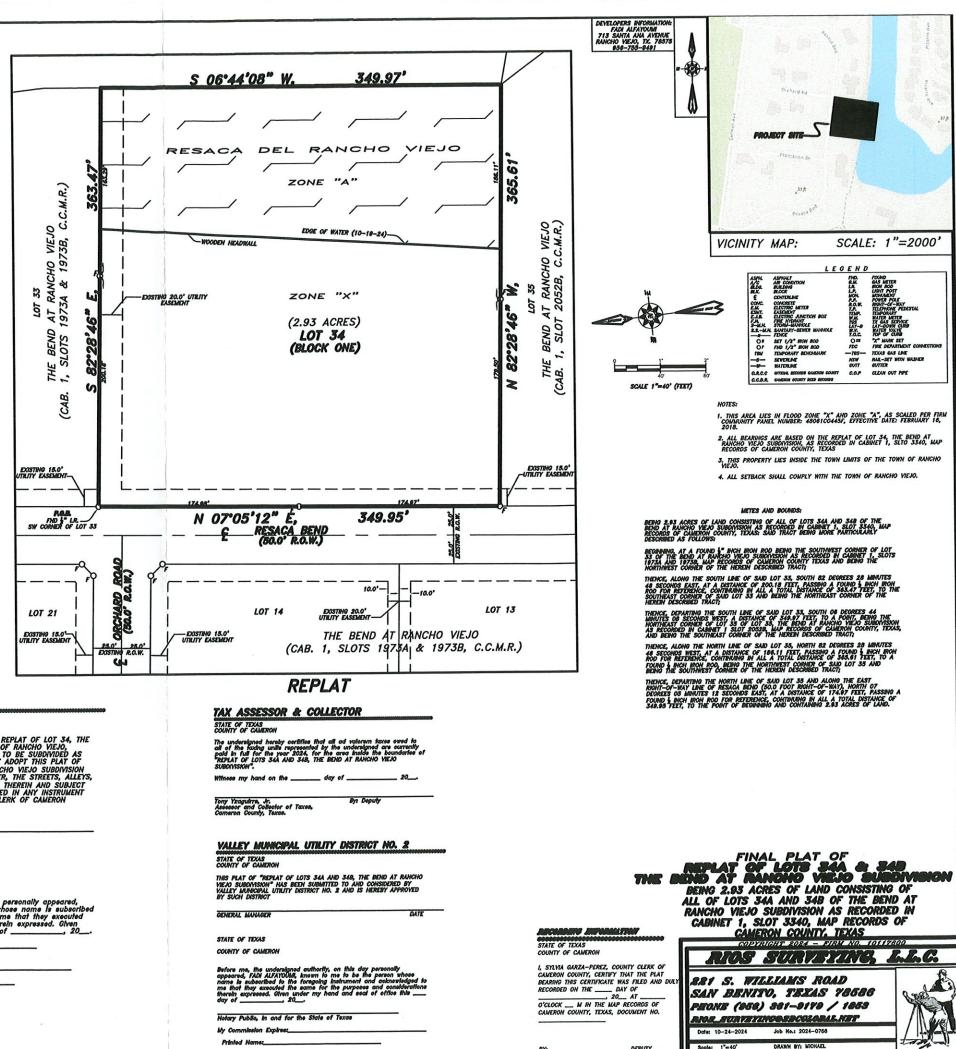
Dr. Fadi Alfayoumi 713 Santa Ana Avenue Rancho Viejo, TX 78575

#### PREPARED IN THE OFFICE OF:

Notary Public, State of Texas

MICHELE SANCHEZ ATTORNEY AT LAW 717 N. EXPRESSWAY 83 BROWNSVILLE, TEXAS 78520





Printed N

DRAWN BY: MIC Scole: 1"=40"

10. Discussion/Action on **Replat Request by Francisco** Rios, Rios Surveying, LLC, representative for Fadi Alfayoumi, owner of Lots 34A & 34B, The Bend at Rancho Viejo Subdivision, Town of Rancho Viejo, Cameron County, Texas; to replat two lots into one lot

11. Acknowledge Petition for Annexation from Miguel Ortiz, concerning ABST 2 - 4.413 Acre Tract out of a certain 70acre tract, out of a 368.16 Acre Tract in unsubdivided share 1 Espiritu Santo Grant of 1781, (Noriega Plantation)

#### PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

TO THE MAYOR OF THE GOVERNING BODY OF RANCHO VIEJO, TEXAS:

The undersigned owners of the hereinafter described tract of land, which is vacant and without residents, petition your honorable Body to extend the present city limits so as to include as part of the City of Rancho Viejo, Texas, the following described territory, to wit:

Being a 4.413 acre (192,245 square feet) tract of land situated in Share 1 of the Espiritu Santo Grant, Cameron County, Texas, and being a part of the called 70 acres described in Warranty Deed to 85 Jacaranda Limited Partnership as recorded in Volume 11550, Page 255 (1/4 undivided interest), in Volume 11550, Page 261 (1/2 undivided interest), and Volume 11639, Page 175 (1/4 undivided interest) all of the Official Records of Cameron County, Texas (O.R.C.C.T.), said 70 acre tract described by metes and bounds in Warranty Deed to Miguel A. Ortiz and Miguel Ortiz as recorded in Volume 1075, Page 29, O.R.C.C.T., said 70 acre tract being further described as part of that called 368.16 acre tract (being part of a larger tract commonly referred to as "Noriega Plantation"), described as "Tract No. 2" in Partition Deed to Anita F. de Ortiz as recorded in Volume 714, Page 583, in the Deed Records of Cameron County, Texas (D.R.C.C.T.), said 4.413 acre tract being more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference.

We certify that the above described tract of land is contiguous and adjacent to the City of Rancho Viejo, Texas, and that this petition is signed and duly acknowledged by each and every person having an interest in said land.

AMPF Development, LLC, a Texas limited liability company

Miguel A. Ortiz, By:

Migtfel A. Ortiž, Manager

THE STATE OF TEXAS § COUNTY OF CAMERON §

BEFORE ME, the undersigned authority, on this day personally appeared Miguel A. Ortiz, Manager of AMPF Development, LLC, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and each acknowledged to me that he executed the same for the purposes and consideration therein expressed.

$20\underline{24}$ . Given under my hand a	nd seal of office, this <u>19<sup>th</sup></u> day of <u>November</u>
JOHN P FRANKE II Notary ID #125765430 My Commission Expires December 9, 2026	Notary Public State of Texas

Page 1 of 2

#### EXHIBIT A

🔛 halff

#### LEGAL DESCRIPTION OF 4.413 ACRES

Being a 4.413 acre (192,245 square feet) tract of land situated in the Jose Salvador De La Garza Survey, Abstract No. 2, being part of the Potrero del Espiritu Santo grant of 1781, Cameron County, Texas, and being a part of the called 70 acres described in Warranty Deed to 85 Jacaranda Limited Partnership as recorded in Volume 11550, Page 255 (1/4 undivided interest), in Volume 11550, Page 261 (1/2 undivided interest), and Volume 11639, Page 175 (1/4 undivided interest) all of the Official Records of Cameron County, Texas (O.R.C.C.T.), said 70 acre tract described by metes and bounds in Warranty Deed to Miguel A. Ortiz and Miguel Ortiz as recorded in Volume 1075, Page 29, O.R.C.C.T., said 70 acre tract being further described as part of that called 368.16 acre tract (being part of a larger tract commonly referred to as "Noriega Plantation"), described as "Tract No. 2" in Partition Deed to Anita F. de Ortiz as recorded in Volume 714, Page 583, in the Deed Records of Cameron County, Texas (D.R.C.C.T.), said 4.413 acre tract being more particularly described as follows:

**COMMENCING** at a 1/2 inch iron rod with plastic cap stamped "M&R" found on the east right-ofway line of Carmen Avenue (a called 55 foot wide right-of-way), being the northwesterly end of a corner clip located at the intersection of the said east line of Carmen Avenue and the northerly line of Resaca Bend (a variable width right-of-way), said Resaca Bend and easterly 25 feet of Carmen Avenue dedicated by The Bend at Rancho Viejo subdivision as recorded in Cabinet 1, Slot 1973B, Map Records of Cameron County, Texas, said point also being the westerly southwest corner of Lot 1 of said The Bend at Rancho Viejo Subdivision;

THENCE South 18 degrees 57 minutes 38 seconds West, crossing over Resaca Drive, a distance of 127.01 feet to a mag nail with "HALFF" washer set for the most southwesterly corner of said The Bend at Rancho Viejo subdivision, said mag nail being on the called centerline of Carmen Avenue, 25 feet west of the east right-of-way line of said Carmen Avenue, having GRID State Plane coordinates referenced to the Texas Coordinate System of 1983, Texas South Zone 4205, displayed in U.S. survey feet of N=16,536,441.79 E=1,293,506.12, and being the POINT OF BEGINNING and the northwest corner of the herein described tract;

**THENCE** departing said centerline of Carmen Avenue, along said south line of The Bend at Rancho Viejo subdivision and the south right-of-way line of Resaca Bend, the following calls:

South 82 degrees 26 minutes 34 seconds East, a distance of 25.00 feet to a 1/2 inch iron rod in concrete found for corner;

North 52 degrees 38 minutes 34 seconds East, a distance of 17.49 feet to a 1/2 inch iron rod found for corner;

South 82 degrees 44 minutes 40 seconds East, a distance of 74.32 feet to a 1/2 inch iron rod found with plastic cap stamped "M&R" for the beginning of a curve to the left having a radius of 50.00 feet and whose chord bears North 75 degrees 10 minutes 06 seconds East, a distance of 37.60 feet;

Northeasterly along said curve to the left, through a central angle of 44 degrees 10 minutes 30 seconds, an arc length of 38.55 feet to a 1/2 inch iron rod found with plastic cap stamped "M&R" for the beginning of a curve to the right having a radius of 139.00 feet and whose chord bears North 64 degrees 08 minutes 41 seconds East, a distance of 53.35 feet;

### 🔡 halff

Northeasterly along said curve to the right, through a central angle of 22 degrees 07 minutes 37 seconds, an arc length of 53.68 feet to a (bent) 1/2 inch iron rod found for the beginning of a curve to the left having a radius of 250.00 feet and whose chord bears North 59 degrees 48 minutes 16 seconds East, a distance of 132.81 feet;

Northeasterly along said curve to the left, through a central angle of 30 degrees 48 minutes 27 seconds, an arc length of 134.42 feet to a 1/2 inch iron rod with cap stamped "M&R" found for the beginning of a curve to the right having a radius of 200.00 feet and whose chord bears North 75 degrees 28 minutes 56 seconds East, a distance of 206.50 feet;

Northeasterly along said curve to the right, through a central angle of 62 degrees 09 minutes 47 seconds, an arc length of 216.99 feet to a 1/2 inch iron rod with cap stamped "M&R" found for the beginning of a curve to the left having a radius of 250.00 feet and whose chord bears South 89 degrees 10 minutes 12 seconds East, a distance of 135.58 feet;

Easterly along said curve to the left, through a central angle of 31 degrees 28 minutes 01 second, an arc length of 137.30 feet to a 1/2 inch iron rod with "HALFF" cap set in concrete on the east line of said 70 acre tract for the northeast corner of the herein described tract;

**THENCE** South 37 degrees 25 minutes 52 seconds East, departing the south line of said subdivision and said south right of way of Resaca Bend and along the east line of said 70 acre tract, a distance of 230.03 feet to a 1/2 inch iron rod with "HALFF" cap set in concrete being the southeast corner of the herein described tract, from which a 1/2 iron rod found at an angle point in the east line of said 70 acre tract bears South 37 degrees 25 minutes 52 seconds East, a distance of 222.42 feet;

**THENCE** South 72 degrees 04 minutes 11 seconds West, departing said east line and over and across said 70 acre tract, a distance of 707.19 feet to a 1/2 inch iron rod with "HALFF" cap set in concrete;

**THENCE** North 82 degrees 44 minutes 40 seconds West, continuing over and across said 70 acre tract, a distance of 146.11 feet to a mag nail with "HALFF" washer set in the west line of said 70 acre tract in the approximate centerline of Carmen Avenue for the southwest corner of the herein described tract;

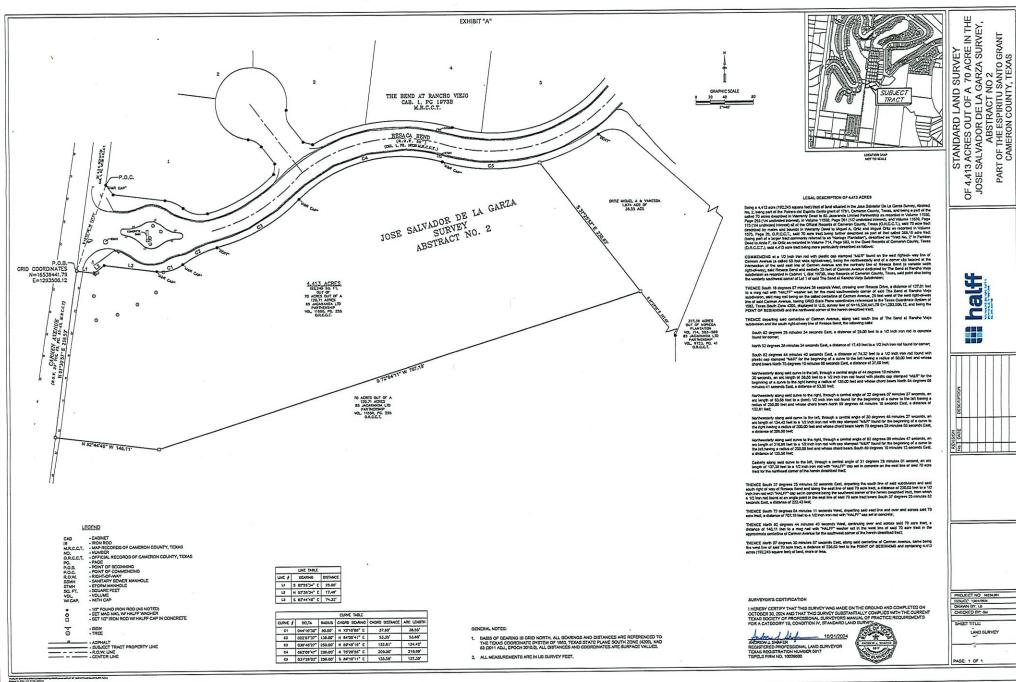
**THENCE** North 07 degrees 30 minutes 57 seconds East, along said centerline of Carmen Avenue, same being the west line of said 70 acre tract, a distance of 236.53 feet to the **POINT OF BEGINNING** and containing 4.413 acres (192,245 square feet) of land, more or less.

10/31/2024

ANDREW J. SHAFER REGISTERED PROFESSIONAL LAND SURVEYOR TEXAS NO. 5017 HALFF, INC. TBPELS FIRM NO. 10029600



100 NE Loop 410, Suite 200, San Antonio, TX 78216 | halff.com



#### Valley Municipal Utility District #2 P. O. Box 939 Olmito, Texas 78575 Phone (956) 350-4136 Fax (956) 350-4575

November 1, 2024

1.

RE: ABST 2-4.413 Acre Tract out of a certain 70 Tract, out of a certain 368.16 Acre Tract, in Unsubdivided Share 1 of the Espiritu Santo Grant of 1781, (Noriega Plantation)

To Whom it May Concern:

Valley Municipal Utility District No. 2 (District) owns and maintains water and wastewater infrastructure that is adjacent to and capable of serving the above-mentioned tract of land. In order to receive service, the developer of this property will have to submit a Non-Standard Service Application which can be found in the District's Service Policy Manual. The developer will also have to comply with the rules that are outlined in Section F of said Service Policy Manual.

This letter is solely intended to demonstrate that water and wastewater service exists adjacent to this tract. This letter does not guarantee that any certain amount of water or wastewater capacity exists at this site.

Please note that this tract of land is not currently located in the District's political boundary or either of the District's Certificate Of Convenience and Necessity boundaries. Therefore, the Board of Directors will have to approve any connections to District utility infrastructure. If you have any questions, please contact me at 956-350-4136.

Sincerely,

Scott Fry

**General Manager** 

12. Authorize Offer of **Development Agreement to** Miguel Ortiz, concerning ABST 2 - 4.413 Acre Tract out of a certain 70-acre tract, out of a 368.16 Acre Tract in unsubdivided share 1 Espiritu Santo Grant of 1781, (Noriega Plantation)

13. Consideration/Action on Approving Contract with Archer Construction & Design for the American Rescue Plan Act (ARPA) Multi-Use Facility Project



October 21, 2024

The Town of Rancho Viejo 3301 Carmen Avenue Rancho Viejo, TX 78575

RE: Town of Rancho Viejo Park Improvements – Basketball Court

Mr. Gomez,

Archer Construction has reviewed the onsite conditions at the proposed basketball court renovation located at Rancho Viejo Park and we have assembled cost for work based on drawings prepared by GMS Architects and a clear span pavilion structure by Spanco. Below is our proposed scope and costs. Our TIPS contract vendor number is 23010402.

#### **Basketball Pavilion Renovation Turnkey Costs**

\$722,135

#### Scope Included

- Scanning of existing concrete and layout of proposed cut-outs of concrete for new structure columns.
- Review with structural engineer and removal of existing cut outs of slab on grade.
- Concrete footings and Columns for pavilion structure.
- Topping slab averaging six inches across existing court with 10 mil poly under topping slab.
- Six-inch-tall monolithic curb on two long sides of existing court on top of topping slab.
- Basketball court surfacing and striping is included.
- Basketball goals and goal supports are included.
- New galvanized fencing mesh on existing posts with new windscreen.
- New 10'-0" galvanized fencing posts on long sides.
- New electrical riser for meter, disconnect, and panel with time clock.
- New LED flood lighting will shine up to the inside of the structure along with four weatherproof outlets at columns.
- The basketball pavilion canopy will be 94' long and 50' wide with a 12' eave height. The structure will have five (5) 18-inch diameter round concrete columns spaced at 21'-0" center to center along the length of each side, spaced 47'-0" center to center across the canopy span.
- Columns will be connected to a concrete footing held down 6" below existing play court surface. Concrete Columns are attached to piers /footing, design will be included in Spanco's calculations package.
- Each column will have a 12x12x3/4" HDG nelson stud weld plate embedded at the top and set to grade.
- A schedule 40 10.75" RSP beam will span across the top of concrete columns. The beam will have a 6x6x5/16" structural angle shop welded along top, providing the attachment point for the panels. Total length of eave strut beam will be 94'-0" with a 5'-0" overhang from center of column at each end. The beam will be field welded to the embedded weld plate at TOC as per engineered connection detail with all field welded connections cleaned and coated with 95% cold galvanization spray. (3 coats)
- The pavilion canopy will have a rolled HSS 6x3x5/16" HDG fascia field welded to the beam on each end of canopy. Same radius as roof panels.
- Total structural steel framing to be shop fabricated and hot dipped galvanized. All field welded
  installed connections to be ground smooth and field coated with cold galvanizing high density
  (95%) Zinc Rich Spray (three coats).
- The arched steel metal panels will be formed using architectural Galvalume Plus. If you desire, colored roofing panels are available. These colored panels have a Kynar finish with a color fastness warranty.
- Perimeter gutters and downspouts are included.



#### **General Clarifications & Exclusions**

- Texas Windstorm Insurance Certification and inspections are included.
- General Liability and Workman's Compensation Insurances are included.
- No Builder's Risk Insurance is included but can be provided if required.
- Payment and Performance Bonds are included.
- Materials, necessary equipment, and installation are included.
- No sales tax is included.
- TIPS Fees are included.
- We have not included any masonry for the project.
- We do not have any costs for permitting or permitting requirements in this proposal.
- We have assumed that there are no hazardous materials on this project and therefore any testing or abatement of existing materials for asbestos or hazardous material is not included.
- We have included a \$25,000 Allowance for the Owner's Contingency.

We sincerely appreciate the opportunity to provide this quote to the Town of Rancho Viejo and look forward to the possibility of working together. We are available to discuss any scope to help you make the right decisions for your project.

Thank you,

Travis Frank

Archer Construction & Design 903-739-2350

14. Consider/Action to
Amend the ARPA
Memorandum of
Understanding (MOU)
obligating \$586,681.11 in
American Rescue Plan Act
(ARPA) funds for the Multi-Use Facility Project

#### AMERICAN RESCUE PLAN ACT MEMORANDUM OF UNDERSTANDING CONTRACT AMENDMENT 1

THIS IS AN AMENDMENT TO THE ORIGINAL MEMORANDUM OF UNDERSTANDING ("MOU") CONTRACT #2302 FUNDED BY THE AMERICAN RESCUE PLAN ACT (ARPA) AS AWARDED 10 September 2024, BETWEEN THE TOWN OF RANCHO VIEJO, TEXAS, hereinafter referred to as "Town," and the Town Municipal Office, hereinafter referred to as "Other Party." This Amendment is made and entered into on November 22, 2024, and the parties, (The Town and Other Party are sometimes collectively referred to as "Parties") agree to modify the following parts of the contract:

The parties have agreed to amend the scope of work and project budget outlined in the Contract to include additional tasks and responsibilities; the parties hereby agree to the following:

**1.** Amendment to I. PURPOSE/SCOPE OF WORK: The original Purpose/Scope of Work described in the Contract is hereby amended to include the following additional work:

Parking Lot Improvements and or Walking Trail Design:

- Material Selection: Research and choose environmentally friendly, durable materials (e.g., permeable pavers, recycled asphalt, or permeable concrete) for the parking lot to reduce runoff and improve drainage.
- Landscaping Integration: Implement green buffers or landscaped islands within the parking lot to soften the appearance, enhance air quality, and provide shade.
- Signage and Marking: Upgrade and install clear signage for wayfinding and parking regulations, incorporate designated spaces for accessible parking, and ensure appropriate line marking for vehicle organization.
- Trail Layout Planning: Design a scenic walking trail that connects key areas of the park, ensuring it is accessible for all users, including those with mobility challenges.
- 2. Amendment to I. PURPOSE/SCOPE OF WORK: The Other Party will be responsible for guiding the procurement and implementation of the construction and/or engineering services including, but not limited to the Town's remaining ARPA allocation of \$586,681.11. The funds will be budgeted as follows:
  - Park Pavilion: **\$515,667.4**5
  - Parking Lot Improvements and or Walking Trail Design: \$71,013.66
- **3.** All other provisions of the original Contract including of the Contract remain in full force and effect, except provisions that conflict with the terms of this Amendment.

The Client and the Firm have executed this Amendment as of the effective date indicated above.

#### **Town Municipal Office**

Town of Rancho Viejo

BY:

Fred Blanco, Town Administrator

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

BY:

Maribel Guerrero

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

ATTEST:

BY: \_\_\_\_\_

15. Consideration/Action to Amend Contract with GMS Architects, LLC for Architectural Services for an American Rescue Plan Act (ARPA) multi-use facility project.

#### AMERICAN RESCUE PLAN ACT ARCHITECT SERVICES CONTRACT AMENDMENT 1

THIS IS AN AMENDMENT TO THE ORIGINAL ARCHITECT SERVICES CONTRACT FUNDED BY THE AMERICAN RESCUE PLAN ACT (ARPA) AS AWARDED 16 January 2024, BETWEEN THE TOWN OF RANCHO VIEJO, TEXAS, hereinafter referred to as Entity ["Entity"], and Gomez Mendez Saenz, Inc. (GMS)., hereinafter referred to as Architect Firm ("Firm"), procured in conformance with the ARPA Terms and Conditions and the Texas Government Code 2254. This Amendment is made and entered into on November 26, 2024 and the parties, (Entity and Contractor are sometimes each referred to as a "Party" and collectively "Parties") agree to modify the following parts of the contract:

The parties have agreed to the fee subject to the provisions listed below. For and in consideration of the foregoing, Entity agrees to pay Firm a revised firm fixed price of <u>Fifty-Eight Thousand</u>, <u>Five Hundred and Forty-Nine Dollars and 45/100 Dollars</u> (\$58,549.45) based on a percentage of the project cost and Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, in accordance with the following added scope, price, and schedule. The Amendment includes amending the compensation and method of payment provisions in the original contract with regards to the firm fixed price and the billable amounts in accordance with the stated objectives and will amend the following scope, price, and schedule:

- Amendment to 11.1: "the Owner shall compensate the Architect as follows."11.1.1 Stipulated Sum - Fifty-Eight Thousand, Five Hundred and Forty-Nine Dollars and 45/100 Dollars (\$58,549.45)
- Amendment to Title Page: Change of Project Name The project name "Town of Rancho Viejo Basketball Court with Overhang" is hereby changed to "Town of Rancho Viejo Multi-Use Facility." All references to the project in the Original Contract shall reflect this new project name.
- **3.** All other provisions of the original Contract including of the Contract remain in full force and effect, other than any provision that conflicts with the terms and spirit of this Amendment.

The Client and the Firm have executed this Amendment as of the effective date indicated above.

Gomez Mendez Saenz, Inc. 1150 Paredes Line Rd. Brownvsille, Texas 78521	Town of Rancho Viejo 3301 Carmen Ave. Rancho Viejo, Texas 78575	
BY:	BY:	
Rudy Gomez President	Maribel Guerrero Mayor	
DATE:	DATE:	
	ATTEST:	
	BY:	
Amendment #1 Architect Contract	Page 1 of 1 GMS and RANCHO VI	EJO

# 16. Consideration/Action on Approval of Proposal for the Street Repair on Santa Ana Avenue

#### ATTACHMENT "E" TASK ORDER FORM

#### TOWN OF RANCHO VIEJO PROFESSIONAL ENGINEERING SERVICES Task Order No. P972-01

	roject No.:		P972	Date:	November 26, 2024
	ant Task Order No.:		04		
FROM:				TO:	
	Rancho Viejo				Muñoz Engineering and Surveying
	B. Guerrero, Mayor				luñoz, PE, SIT, President
	rmen Avenue				xpressway 83
	Viejo, Texas				s, Texas 78570
Office (9	956) 350-4093		IN COMPANY AND A	Office (98	56)565-4637
			S. C. S.		
	Description:				
Repair o	of Santa Anna Avenue sink holes				
	¥				
Work De	escription for this Task Order (Include Location): Town	n of Rancho Viejo,	Cameron Cou	nty, Texas	
TASK	Description	Amount			
I	Engineering and Surveying for preparation of plan	\$ 3,250.00			
II	Repairs of area of 2 sink holes along Santa Anna Avenue	\$ 23,750.00			
	Total	\$ 27,000.00			
	Total	3 21,000.00			
	Task II is an estimate pending uncovering existing c	onditions			
	List of Attachments	to be included wi	th every Task (	Order	
	List of Attachments	to be included wi	thevery rusk	oruer	
List of A	Attachments:				
	nent "A" - Services to be Provided by the Owner (Sam	e at outlined in the	e Main Contrac	t - Upon r	equest.)
Attachn	nent "B" - Services to be Provided by the Engineer				
	nent "C" - Work Schedule				
	nent "D" - Tasks Budget (Not to Exceed Amount) \$400	0.000			
Attachn	nent "E" - Construction Cost Estimate (If applicable) S	Study Only -No Con	nstruction		
, ittuoini					
				1	
					LEVEL OF \$ 27,000.00
2				1	EFFORT \$ 27,000.00
	V I				
					N & MUNOZ ENGINEERING AND
Town o	f Rancho Viejo			SURVEY	ING, INC
				D) (	O. P. Marc
BY:	5			BY:	the man low man
				TIT!	Jose Muñoz, P.E.
TITLE:				TITLE:	PRESIDENT

-

DATE:

TITLE: DATE:

# 17. Consideration/Action onStreet Study by Guzman &Muñoz Engineering

Street Assessment for The Town of Rancho Viejo, Texas

#### November 2024



Prepared by:



Texas Registered Engineering Firm F-8017 2020 E. Expressway 83 Mercedes, Texas 78570 P: (956) 565-4637 F: (956) 565-4636

#### **Table of Contents**

1.0	Introduction
2.0	Street Inspections
3.0	Mapping and Cataloguing of Street Conditions4
4.0	Engineering Estimate for Street Repairs and Continuation of Headers and Reconstruction of streets
5.0	Other Recommendations

#### **1.0 Introduction**

Guzman & Munoz Engineering and Surveying, Inc. (GMES) performed an updated assessment of the existing street conditions for the town of Rancho Viejo, Texas, from March 14th, 2024, through May 13th, 2024. All the streets within the town were carefully and thoroughly inspected for observable damage utilizing our drone images.

After completion of the inspections, the streets were categorized based on the severity as well as the overall damage. This document provides an overview of the street assessment which includes inspection, mapping and classification of existing conditions, prioritization of repairs and an examination of costs for repairs or maintenance.

#### 2.0 Street Inspections

A total of approximately seventeen miles of streets were inspected throughout the months of March 2024 and May 2024. These inspections included all streets in the town's city limits including the previously inspected cul de sacs on the streets of Balboa, Carmen, and Zapata Avenues.

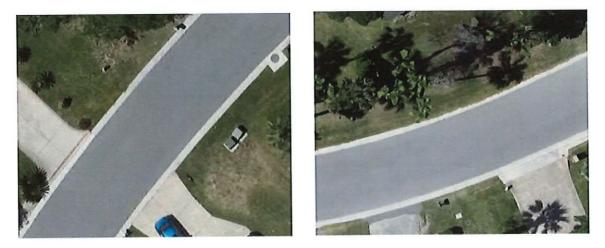
A street assessment of each roadway surface with respect to damage severity and observable conditions utilizing aerial photography was used to update the previous assessment completed in March 2015. Based on the completed street inspections, each street was given one of four ratings of the overall existing condition of the street: Very Good, Good, Fair, or Poor. Some streets have multiple classifications due to previous improvements in certain sections and differing existing conditions. The results of the assessment are provided in Section 3.

#### 3.0 Mapping and Cataloguing of Street Conditions

Each street was mapped and catalogued using ArcGIS software. The following link provides the source mapping of Rancho Viejo.

https://gmes.maps.arcgis.com/apps/mapviewer/index.html?webmap=40b409d8e15d4d318f98 a7ac491c75d2

Streets were classified using one of four categories: Very Good, Good, Fair, and Poor. Streets categorized as "Very Good" generally had very minimal levels of distress or had been recently repaired. In these cases, it was determined that the street should hold up well for several years and there is no immediate need for repairs. Some streets can be classified as Very Good and have very minimal overall damage which need minor repairs or general street maintenance such as sealing small cracks to avoid further propagation and prevent progressive deterioration. Examples of streets classified as being in "Very Good" condition are presented in Figures 1 & 2 below.



Figures 1 & 2. Examples of a street classified as being in "Very Good" condition.

To receive a classification of "Good", the street exhibited only minor levels of distress, typically cracking on only portions of the street where the cracks are less than 1/4-inches in width with or without minor utility patching and/or potholes. In these cases, the use of a pavement seal or a street overlay (with or without minor spot repairs) are recommended for repairing and prolonging the longevity of the street. Examples of streets classified as being in "Good" condition are presented in Figures 3 & 4 below.



Figures 3 & 4. Examples of streets classified as being in "Good" condition. Here there is evidence of minor cracking. However, the cracking can be addressed with minor seal coating.

Streets classified as "Fair" exhibited more substantial levels of distress either in the way of cracking, potholes, utility patching, etc. A more substantial level of distress could mean that either an overall high percentage of the street was observed to display various levels of stress, or that the distress observed was of a higher level of severity than those observed on the "Good" streets (i.e. wider cracks, fatigue cracking, larger potholes, etc.). These streets generally require a more substantial level of repair, typically scarification of the street with or without spot repairs. Examples of streets classified as being in "Fair" condition are presented in Figures 5 & 6 below.



Figures 5 & 6. Examples of streets classified as being in "Fair" condition. Here there is a moderate level of cracking or deterioration throughout the whole street, however the thickness of the cracks is still relatively low.

Finally, streets classified as "Poor" exhibit more severe levels of distress and are degraded to the point where other reparation methods besides reconstruction would be ineffective. Examples of streets classified as being in "Poor" condition are presented in Figures 7 & 8 below.





Figures 7 & 8. Examples of a street classified as being in "Poor" condition. Here there is a significant level of cracking and potholes with a higher level of separation between the cracks.

The results of the existing street classifications may be viewed in Figure 9 and Tables 1 - 2 on the following pages.

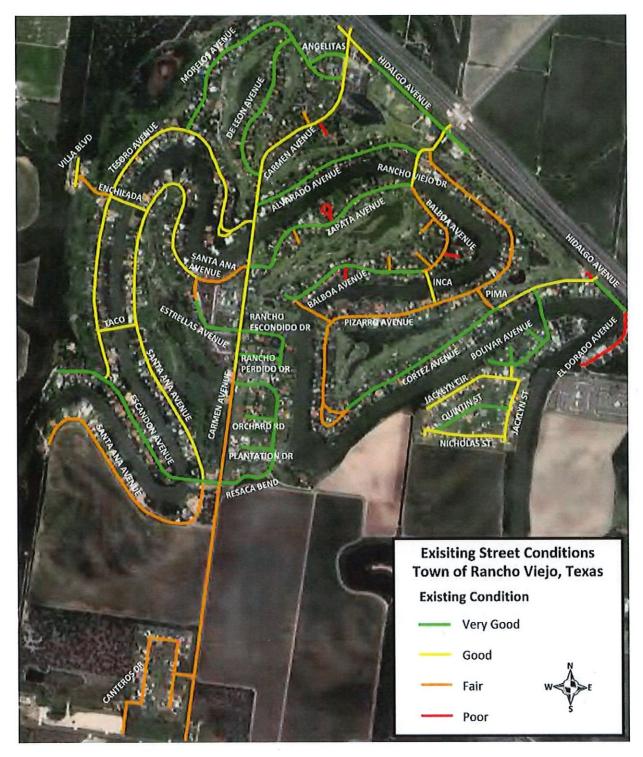


Figure 9. Map of Existing Street Conditions, Town of Rancho Viejo, Texas

Street Name	Existing Street Condition
Alvarado Avenue	Very Good
Angelitas Street	Very Good
Balboa Avenue (mid section)	Very Good
Bolivar Avenue	Very Good
Cortez Avenue(west section)	Very Good
De Leon Avenue	Very Good
Escandon Avenue	Very Good
Estrellas Avenue (south section)	Very Good
Hidalgo Avenue (mid & south sections)	Very Good
Morelos Avenue	Very Good
Orchard Road	Very Good
Plantation Drive	Very Good
Quintin Street	Very Good
Rancho Escondido Drive	Very Good
Rancho Perdido Drive	Very Good
ResacaBend	Very Good
Zapata Avenue	Very Good
Carmen Avenue (north section up to current header)	Good
Cortez Avenue(east section)	Good
Enchilada Street (east section)	Good
Hidalgo Avenue (north Section)	Good
Inca Street	Good
Jacklyn Circle/Street	Good
Nicholas Street	Good
Rancho Viejo Drive	Good
Santa Ana Avenue (between Estrellas & Escandon Ave.)	Good
TacoStreet	Good
Tesoro Avenue	Good
Villa Boulevard	Good
Balboa Avenue(north & south sections)	Fair
Canteros Drive	Fair
Carmen Avenue (south section)	Fair
Enchilada Street (west section)	Fair
Estrellas Avenue (north section)	Fair
Pima Street	Fair
Pizarro Avenue	Fair
Santa Ana Avenue (east of Estrellas Ave. intersection)	Fair
Santa Ana Avenue (south of Escandon Ave.)	Fair
El Dorado Avenue	Poor
Hidalgo Avenue(section north of Cortez Ave.)	Poor

#### Table 1. Existing Street Conditions, Town of Rancho Viejo, Texas

Cul De Sac	Existing Condition
Balboa Avenue 1(from the North)	Fair
Balboa Avenue 3(from the North)	Fair
Balboa Avenue 4(from the North)	Fair
Carmen Avenue 2(from the North)	Fair
Zapata Avenue 2(from the North)	Fair
Balboa Avenue 2(from the North)	Poor
Balboa Avenue 5(from the North)	Poor
Carmen Avenue 1(from the North)	Poor
Zapata Avenue 1(from the North)	Poor

Table 2. Existing Cul De Sac Conditions, Town of Rancho Viejo, Texas

#### 4.0 Engineering Estimate for the Continuation of Headers and Reconstruction of Streets

Based on the results of the street assessment, the cost of continuing the completion of header curbs in both public streets and cul de sacs is approximately \$449,760. This cost includes contingencies, surveying, engineering, construction inspection, and materials testing. A breakdown of the costs by street is shown below.

Street Name	Estimated Cost
Balboa Avenue	\$ 15,000.00
C armen Avenue	\$ 52,500.00
El Dorado Avenue	\$ 33,900.00
Enchilada Street	\$ 17,400.00
Hidalgo Avenue	\$ 5,400.00
Pizarro Avenue	\$ 102,600.00
SubTotal	\$ 226,800.00
Contingencies (15%)	\$ 34,000.00
SubTotal Construction Costs	\$ 260,800.00
Surveying, Engineering, Construction	
Inspection and Material Testing (17%)	\$ 44,300.00
TOTAL ESTIMATED COSTS	\$ 305,100.00

Table 3. Engineering Estimate for Town of Rancho Viejo, Street Header Curbs

Cul De Sac	Estima	ated Cost
Balboa Avenue 1 (from the north)	\$	10,200.00
Balboa Avenue 2 (from the north)	\$	12,150.00
Balboa Avenue 3 (from the north)	\$	13,500.00
Balboa Avenue 4 (from the north)	\$	9,600.00
Balboa Avenue 5 (from the north)	\$	9,600.00
Carmen Avenue 1 (from the north)	\$	15,000.00
C armen Avenue 2 (from the north)	\$	15,000.00
Zapata Avenue 1 (from the north)	\$	13,500.00
Zapata Avenue 2(from the north)	\$	9,000.00
SubTotal	\$	107,550.00
Contingencies (15%)	\$	16,110.00
SubTotal Construction Costs	\$	123,660.00
Surveying, Engineering, Construction		1
Inspection and Material Testing (17%)	\$	21,000.00
TOTAL ESTIMATED COSTS	\$	144,660.00

#### Table 4. Engineering Estimate for Town of Rancho Viejo, Cul De Sac Header Curbs

Based on the results of the street assessment, the cost of rehabilitation in both public streets and cul de sacs is approximately \$470,900. This cost includes contingencies, surveying, engineering, construction inspection, and materials testing. A breakdown of the costs by street is shown below.

Street / Cul De Sac	Cost Estimate
El Dorado Ave.	\$ 135,600.00
Hidalgo Ave.	\$ 27,000.00
Balboa Ave. Cul de Sac 2 (from the north)	\$ 54,875.00
Balboa Ave. Cul de Sac 5 (from the north)	\$ 37,500.00
Carmen Ave. Cul de Sac 1 (from the north)	\$ 50,000.00
Zapata Ave. Cul de Sac 1 (from the north)	\$ 45,000.00
SubTotal	\$ 349,975.00
Contingencies(15%)	\$ 52,500.00
SubTotal Construction Cost	\$ 402,500.00
Surveying, Engineering, Construction	
Inspection and Material Testing (17%)	\$ 68,400.00
Total Estimated Costs	\$ 470,900.00

#### Table 5. Engineering Estimate for Town of Rancho Viejo, Reconstruction

#### 5.0 Other Recommendations

The repairs included in this report are based on the inspections collected between the period of March 2024 and May 2024. Since the condition of the streets will continue to degrade with time and usage, it is recommended that the streets be re-assessed at a minimum frequency of every five years to ensure that road conditions and repair/cost information is kept up to date.

Throughout the inspection phase of this assessment, it was observed that there are several locations where the lack of adequate drainage is negatively impacting the condition of the streets. In some locations there are roadside swales that have either become substantially restricted or blocked all together. In other areas there are low portions of the street that appear to have no drainage outlet. This causes major street issues over time since the runoff, instead of draining into a nearby waterway, seeps into the subsurface underneath the roadway. Over time this greatly deteriorates the condition of the road and will lead to costly repairs and/or reconstructions. Examples of roadway deterioration due to inadequate drainage are shown below. Figure 10 displays an aerial view of the street damage and Figure 11 shows a closer view of a cavity forming. This specific example shows only a small area of overall damage from a section of Santa Ana Avenue and demonstrates what the lack of proper drainage can create in distress in the area of the street.



Figures 10 & 11. Sinkhole cavity in Santa Ana Avenue, Town of Rancho Viejo, Texas

Please note that this report is based on conditions observed during March 2024 and May 2024. The condition of the streets can deteriorate greatly due to continued rains, poor drainage and lack of street maintenance.

We are not responsible for any increases in materials/labor that will lead to an increase in the overall cost of construction.

Finally, this report addresses both major street repairs and general street maintenance. General street maintenance activities include repairing newly formed potholes, sealing cracks and the application of weed control product on sections of street where grass is sprouting should be completed on an as needed basis to prevent the worsening of street conditions. Regular street maintenance not only improves the aesthetics of the Town of Rancho of Viejo but will help extend the longevity of the streets, saving time and money in the long run. Table 6 displays a cost estimate for the application of a seal coat to extend the lifespan of the pavement.

Street	 Estimated Cost
Balboa Ave. (north section)	\$ 14,560.00
Balboa Ave. (south section)	\$ 3,264.80
Canteros Dr.	\$ 15,680.00
Carmen(south section up to Escandon intersection)	\$ 16,562.00
Enchilada(west section)	\$ 5,782.00
Estrellas Ave. (north section)	\$ 2,213.75
Pima St.	\$ 3,724.00
Pizarro Ave.	\$ 52,297.00
Santa Ana Ave. (east of Estrellas intersection)	\$ 2,268.00
Santa Ana Ave. (south section)	\$ 31,920.00
Balboa Ave. Cul de Sac 1(from the north)	\$ 3,780.00
Balboa Ave. Cul de Sac 3(from the north)	\$ 4,550.00
Balboa Ave. Cul de Sac 4(from the north)	\$ 3,150.00
Carmen Ave. Cul de Sac 2(from the north)	\$ 3,150.00
Zapata Ave. Cul de Sac 2(from the north)	\$ 3,080.00
SubTotal	\$ 165,981.55
Contingencies(15%)	\$ 24,900.00
SubTotal Construction Cost	\$ 190,884.00
Surveying, Engineering, Construction Inspection and	
Material Testing (17%)	32,416.00
TOTAL ESTIMATED COSTS	\$ 223,300.00

Table 6. Engineering Estimate for Town of Rancho Viejo, Seal Coat

# 18. Consideration/Action toDesignate an Auditor for FiscalYear Ending September 30,2024

19. Consideration/Approval of Resolution to Cast Votes for the Board of Directors of the Cameron Appraisal District

#### **RESOLUTION NO.**

#### STATE OF TEXAS

#### **COUNTY OF CAMERON**

**WHEREAS,** the Chief Appraiser of Cameron Appraisal District has called for the election of the Cameron Appraisal District Board of Directors; and

**WHEREAS**, the Town of Rancho Viejo is entitled to cast a total of 15 votes in said election; and

WHEREAS, ballots must be returned by December 15, 2024, which is the deadline for accepting votes.

**NOW THEREFORE BE IT RESOLVED** by the Town of Rancho Viejo that the Board of Aldermen does hereby cast <u>(TOTAL# OF VOTES)</u> of votes for Cameron Appraisal District Board of Directors as follows:

(Name of Candidate #1)	(# of votes)
(Name of Candidate #2)	(# of votes)
(Name of Candidate #3)	(# of votes)

(NOTE: You may allocate votes to one (1) candidate or as many as needed)

PASSED, ADOPTED, AND APPROVED BY THE BOARD OF ALDERMEN OF THE TOWN OF RANCHO VIEJO, TEXAS, AT A REGULAR MEETING ON THE 26<sup>TH</sup> DAY OF NOVEMBER 2024.

BY:

Marcos Ricoy, Mayor Pro-Tem

ATTEST:

Fred Blanco, Town Administrator

#### CAMERON APPRAISAL DISTRICT



October 30, 2024

## COPY

Ms. Maribel B, Guerrero, Mayor Town of Rancho Viejo 3301 Carmen Avenue Rancho Viejo, TX 78575

Dear Ms. Guerrero:

As prescribed by Section 6.03 of the Property Tax Code, enclosed you will find the "Official **Ballot**" with the candidates' names in alphabetical order. The number of votes you are authorized to cast in the election for the Board of Directors of the Cameron Appraisal District is **15**.

Five (5) Board of Directors are elected by vote of the eligible taxing units that participate in the District, which governs the Cameron Appraisal District. In addition to the five (5) elected Board of Directors, the County Tax/Assessor-Collector serves as a non-voting Director.

The governing body of each eligible taxing unit may cast all its votes for one (1) candidate or distribute the votes among any number of candidates. Each voting unit shall determine its vote by written resolution and submit it to the Chief Appraiser **before December 15<sup>th</sup>**. Please note that there is no provision for write-in candidates. Therefore, any vote cast for someone not listed on the ballot will be discarded.

The Chief Appraiser will count all timely submitted votes, declare the five candidates that receive the largest cumulative vote totals elected, and submit the results before December 31<sup>st</sup> to the governing body of all taxing units in the District and to the candidates.

Should you have any additional questions, please do not hesitate to contact me.

Sincerely, icherel Mulina Richard Molina, RPA

Richard Molina, RP. Chief Appraiser

CC: Mr. Fred Blanco, Town Administrator

Attachments: Official Ballot Sample Resolution

> 2021 Amistad Dr., P.O. Box 1010, San Benito, TX 78586 (956) 399-9322 \* (956) 428-8020 \* (956) 541-3365 www.cameroncad.org

CAMERON APPRAISAL DISTRICT



. .

1

OFFICIAL BALLOT		
ENTITY: Town of Rancho Viejo	AUTHORIZED VOTES: 15	
NOMINEES	ALLOCATION OF VOTES	
ALDRETE, ALEJANDRA		
ARGABRIGHT DAVID		
CASAS, GLORIA		
GARZA, DAVID A.		
GOMEZ, HECTOR JR.		
GONZALES, LUIS D. JR.	r	
GONZALEZ, JESSICA		
GUERRERO, MARIBEL B.		
KUSCH, DAVE		
MARTINEZ, RUBEN		
MEDDERS, KENNETH JR.		
MENDEZ, VICENTE		
MORALES, DEBORAH A.		
OZUNA, ALAN T.		
PATEL, BARRY		
SANCHEZ, EVERARDO		
VALDEZ, DANIELLA LOPEZ		
VILLARREAL, JESSE		
YZAGUIRRE, TONY JR.		

Date Resolution Passed (Attach Resolution) 2021 Amistad Dr., P.O. Box 1010, San Benito, TX 78586 (956) 399-9322 \* (956) 428-8020 \* (956) 541-3365 www.cameroncad.org

#### Alejandra Aldrete

Texas Southmost College Trustee

Alejandra Aldrete was elected to the TSC Board of Trustees in November 2020 and elected Board Secretary in 2022. She is an educational professional and entrepreneur with a passion for public service, serving as the Director of the Parent and Family Engagement department and Director of the Migrant Education department in the Brownsville Independent School District.

Born in Brownsville, Ms. Aldrete was raised on both sides of the border. She lived in Matamoros and attended private schools in Brownsville, graduating from St. Joseph Academy. Embracing the bicultural region of the Lower Rio Grande Valley, her multicultural lens serves the students of Texas Southmost College well. She is proud to fulfill her life's work in her hometown.

Ms. Aldrete is a proud alumna; she attended the University of Texas at Brownsville/Texas Southmost College partnership, earning a bachelor's degree of Science in Bilingual Education. She later earned a master's degree in Educational Leadership from Lamar University. She has spent her professional career as an educator in Brownsville. She first served as a teacher at El Jardin Elementary for eight years, followed by five years as Dean of Instruction at Skinner Elementary. She then advanced to the district level, where she served as the Bilingual, ESL, and Title II specialist for all elementary schools, before assuming her current position.

Ms. Aldrete's entrepreneurial spirit first blossomed at the age of 16 when she launched a car rental business. Using one of her father's vehicles, she rented the car to her family and friends. This precocious start evolved into her own successful business, Classic Auto Rent, proudly serving the community in the Lower Rio Grande Valley for the past 12 years. In addition to her professional callings, Ms. Aldrete is a passionate advocate for animal welfare and is a United Way of Southern Cameron County board member.

# Pr You

#### **David Argabright**

David Argabright currently serves as the Vice-Chairperson for the Cameron Appraisal District (CAD) board of directors. He has served on the CAD BOD since 2013.

David has been employed for ten years as a Regional Marketing Consultant representing the local Nexstar stations in the valley: CBS4. NBC23, KGBT and Estrella, along with the website ValleyCentral.com.

He has been married to his wife, Elena, for 35 plus years, and has three children, along with three grandchildren. David enjoys travelling with his

wife, including visits to spoil their grandchildren.



**Gloria Santillan Casas** is currently and proudly representing your school district on the Cameron Appraisal District Board of Directors. She is retired after a 55 year professional career, which included 50 years in management. She currently serves as a Trustee in LFISD Board. She has served as trustee for 25 years. She has served in capacity of President and Vice-president.and Secretary.

At the regional and state level she served as the Region 1 representative on the Association's Legislative Advisory Council prior to joining the TASB Board in 2004. While on the TASB Board of Director from 2004 -2016, representing the 37 school districts trustee, she was elected by her fellow Directors to serve as TASB Officer for three years; during that time she held several officer positions including the TASB 2014-15 1st.

Vice -President. She is a proud graduate of Leadership TASB and a Master Trustee

Also at the state level, in 2013, while serving as President of the State Mexican American School Board (MASBA), she, along with the Treasure, was responsible to initiating and facilitating the implementation of the current fiscal sustainability model used by the non-profit MASBA.

At the national level, she was elected to serve as the 2015 NSBA Southern Region Director representing trustees from Alabama, Arkansas, Florida, Georgia, Louisiana, Mississippi, North & South Carolina, Tennessee, Texas, Virginia, and West Virginia. In 2016 she was elected to serve on the NSBA National Hispanic Caucus.

In her past professional role as a Coordinator of a Financial Empowerment Center, La Puerta, she facilitated the implementation of a multi-pronged approach to increase affordable housing in the rural and underserved areas in Cameron County. Casas continutally works jointly with local city government, businesses, school districts, churches, community leaders, and social services agencies to address economic development. For over 48 years she has been involved in developing, organizing, implementing, and managing a variety of innovative programs that addresses women's health care, career development, community development, energy efficient affordable housing, and educational programs. Because of her extensive experience in health care administration she serves as a Director on the Valley Aids Council Board.

Mrs. Casas is a Howard Payne University graduate. She also is a graduate of the Dale Carnegie Leadership program, and was the recipient of the Dale Carnegie Course Highest Award for Achievement for the class of 2002. Graduate of National Healthy Start Leadership Training Institute 2007, a leadership training program in designing and implementing health and social services for the vulnerable women and children of our communities. The Cameron County Commissioners Court presented a resolution in 2006, recognizing her for her dedication to public service and contributions to the community. The Mexican American School Trustee Association recognized her in 2016 for Outstanding Service and Leadership for all work in enhancing educational opportunities for all students, with special focus on Latino students.

Mrs. Casas believes that financial literacy is the bases for a strong economic development in the RGV. In 2015 she successfully became the first and only Neighbor Works certified Financial Coach in the RGV. She now dedicates her time to providing financial education consultation and programs to the various organizations including the three Head Start program.

Her passion is working professionally and in her civic roles to provide the tools necessary for families to become financially sustainable.

#### CAMERON COUNTY COMMISSIONER DAVID A. GARZA BIO

#### **PROFESSIONAL OVERVIEW:**

Since his inaugural year in office in 2000, Commissioner David A. Garza has distinguished himself as a relentless advocate for the well-being of Cameron County Precinct 3's residents. Through his unwavering commitment, Commissioner Garza has significantly contributed to enhancing road infrastructure, promoting governmental transparency, fostering good governance practices, and championing sustainability initiatives.

#### **KEY ACCOMPLISHMENTS:**

- Road Infrastructure Improvement: Led efforts to upgrade roads, enhancing both connectivity and safety for the community.
- Sustainability Initiatives: Spearheaded projects like the South Texas Ecotourism Center, which emphasize green infrastructure and sustainability.
- Environmental Advocacy: As a founding member of the Dust Control Committee for the Bahia Grande Restoration Partnership, he played a pivotal role in initiatives that received accolades from the U.S. Department of the Interior.

#### ADDITIONAL ROLES:

- Chair of the Lower Laguna Madre Estuary Partnership.
- Chair of the Regional Flood Planning Group (Region 15).
- Chair of the Lower Laguna Madre/Brownsville Ship Channel Watershed Partnership
- Past Board member of Cameron County Private Industry Council
- Member of the Regional Water Resources Advisory Committee
- Board Member on the Cameron County Appraisal District for more than 10 years
- Board member of TXDOT Commission Advisory Committee for 12 years
- Board member on I-69 Alliance Committee for 12 years.
- Board Member of the South Texas Emergency Medical Foundation for 10 years
- Board of Director of Texas Regional Bank

#### **PERSONAL LIFE:**

Born and raised in San Isidro, Texas, Commissioner Garza is not only a dedicated public servant but also a successful pharmacist, owning and operating The Medicine Shoppe Pharmacy from 1980 to 2022. He is married to Dorothy Moody-Garza and have three children and six grandchildren. He is an active parishioner, he serves at both Queen of the Universe Church and St. Joseph's Catholic Church in San Benito, Texas.

#### Luis D. Gonzales Jr. <u>ldgonzales@yahoo.com</u> (956) 245-1108

#### Introduction

Luis D. Gonzales Jr. hails from San Benito, Texas. He graduated from San Benito High School in 1983 and holds a bachelor's degree in political science. He is currently pursuing a master's in Public Affairs and Administration.

#### San Benito CISD Career

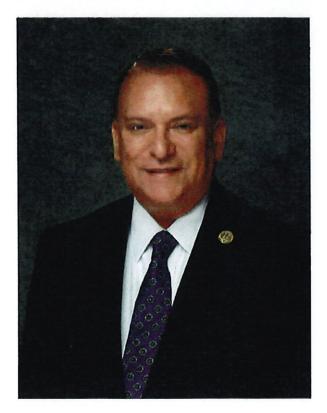
Luis's leadership is evident in his over thirty-eight years of experience in public service. He has held various roles at the City of Austin, the State of Texas, and the San Benito CISD. As the Director of Public Relations, he oversees district communications and was instrumental in establishing the San Benito CISD Student Ambassadors and Jr. Ambassadors Program.

#### **Community Engagement**

Luis is dedicated to his local community, serving on the City of San Benito Civil Service Commission and the San Benito Chamber of Commerce. His ten years with the United Way of Northern Cameron County, including roles as a board member and past president, showcase his commitment to service. Additionally, he passionately supports fine arts at San Benito CISD as the long-time announcer for the Mighty Greyhound Marching Band.

#### Awards

From 2021 to 2024, Luis secured over \$350,000 through five grants from the Texas Education Agency's program for homeless children and youth. These grants have supported homeless students and families in San Benito CISD and will continue until the end of the 2027 school year.





#### Maribel Bermudez Guerrero, MPA

Maribel Bermudez Guerrero has over 25 years of experience working with engineering design, environmental compliance, and public service, with a proven track record across federal, state, and private sector projects. Her expertise spans complex environmental regulatory processes, including public participation, compliance documentation, and consulting for construction and development projects throughout the Rio Grande Valley. An experienced public relations representative and business development specialist, Ms. Guerrero is known for her ability to build partnerships, navigate regulatory landscapes, and foster community engagement.

In addition to her role as Assistant Director for Engineering and Public Works in Brownsville, Texas, Ms. Guerrero serves her homestead community as the elected Mayor of the Town of Rancho Viejo, a position she has held since 2021, following five consecutive terms as Alderwoman. A lifelong advocate for responsible growth and sustainable development, Ms. Guerrero has led various initiatives to enhance the quality of life for Rancho Viejo's residents while preserving the town's unique character. She has been instrumental in the development of the town's comprehensive plan, a blueprint for Rancho Viejo's future that reflects residents' needs and input.

Her civic leadership extends to the Lower Rio Grande Valley Development Council, where she is a member of both the Small Cities Coalition and the Regional Water Resources Advisory Committee.

Ms. Guerrero has a long history of community service, having served on numerous boards and organizations dedicated to the Rio Grande Valley's growth, health, and environmental stewardship. She was a member of the Valley Regional Medical Center Board and United Way of Southern Cameron County Board, where she also served as Campaign Chair. Her involvement with various non-profit organizations, such as the Valley Proud Environmental Council, the Historic Brownsville Museum, and the Rotary Club, reflects her commitment to fostering positive change and preserving the cultural and natural heritage of the region.

Ms. Guerrero earned her B.S. in Biology from the University of Texas at Brownsville and holds a Master's in Public Affairs from the University of Texas Rio Grande Valley. A mother of two daughters, she enjoys volunteering, participating in local environmental initiatives, traveling, spending time outdoors, and caring for the family's pets.

#### Ken Medders, Jr. P.O. Box 3337 5101 Laguna Blvd South Padre Island, Texas 78597 <u>ken.meddersjr@gmail.com</u> 979-324-6255

#### EDUCATION

\*Texas Lutheran College, Seguin Texas \*Acme School of Aviation, Fort Worth, Texas

#### **EMPLOYMENT HISTORY**

\*Bank President (Retired), 30 years

\*Texas Attorney General's Office, Administrative Assistant to Attorney General Jim Mattox

\*Personal Property Appraiser, Texas

\*Commercial Multi-Engine Rated Pilot

#### LICENSES

\*Commercial and Multi-Engine Pilot License

#### **BOARD/COMMISSIONS**

\*Cameron County Appraisal Review Board, Member

\*RGV Chapter Coastal Conservation Association, Board Member

\*South Padre Island Economic Development Corporation, Chairman

\*Port Isabel Rotary, Board Member

\*Cameron County Airport Board, Chairman

\*Brazos County Appraisal Board Member

\*Coulter Airfield Airport Board, Member

\*Texas Agriculture Aviation Association, Board Member

#### **ELECTED POSITIONS**

\*South Padre Island City Council, Mayor Pro Tem \*San Benito City Commission, Mayor Pro Tem

#### VICENTE MENDEZ



Vicente Mendez is a Registered Professional Registered Engineer and Professional Surveyor in the State of Texas. He is a Brownsville native and he believes in service to the community. He has previously served on the Cameron Appraisal District (CAD) as an active member and as Chairman. He served on the CAD Board from January 2011 to December 2020. Vicente has been involved in community service for his entire professional career. He was a member of the Brownsville Rotary for about 12 years. He

was also a board member in Cameron Works. He has been involved in the local chapters for Engineers and Surveyors. He has been involved in the private sector for his entire career and thus knows what it is to provide a high level of service.

Vicente received his Bachelor of Science in Civil Engineering at the University of Texas in Austin in December 1985. He also passed his Surveyors certification and is a Registered Surveyor in the State of Texas since January 1999.

Having previously served in several committees on the CAD Board as well as Chairman makes Vicente an ideal candidate because of his vast experience and knowledge of how the Appraisal District functions. Just as he did during his previous terms, Vicente is committed to providing the highest level of professionalism and ethical standards to the appraisal district staff as well as to the public.

#### Alan T. Ozuna

27837 McLelland Drive Harlingen, Texas 78552 (210) 317-4308 atozunalaw@gmail.com

#### Work History

Law Office of Alan T. Ozuna, PLLC December 2017 – present

Denton Navarro Rocha Bernal & Zech Harlingen — Partner May 2003 - December 2017

Law Office of Rene Correa, Weslaco — Associate December 1999 - May 2003 Served as Assistant City Attorney for the City of La Feria, Texas.

Jones Galligan Key & Lozano, Weslaco — Associate August 1998 - December 1999

#### Education

St, Mary's School of Law, San Antonio Juris Doctor, 1998

University of Texas, Austin Bachelor of Arts, English, 1993.

#### **Professional Licenses and Admissions**

Licensed by the State Bar of Texas Licensed in the U.S. District Courts of the Western and Southern Districts of Texas.

#### **Relevant Work Experience**

Served as the Assistant City Attorney for the Cities of La Feria and Harlingen, Texas and as City Attorney for the City of Falfurrias, Texas.

Provided special counsel services to the Cities of Alice, Beeville, Brownsville, Denton, Harlingen, Kingsville, La Feria, McAllen, Pharr, Rio Hondo, San Benito, San Juan, and South Padre Island, Texas.

Served as general and special counsel to the Harlingen Housing Authority, Harlingen Irrigation District Cameron County #1, La Feria Irrigation District Cameron County #3, Hidalgo County Irrigation District #6, the Cameron County Civil Service Commission, and Tropical Texas Behavioral Health, a multicounty Community Center organized under Texas Health and Safety Code Chapter 534.

Assisted government administration and elected officials with the following matters:

• compliance with Open Government requirements in the posting of notices for meetings

• advised governmental bodies on the conduct of meetings as well as provided consultation in closed executive sessions

- advised elected officials on governmental ethics requirements
- drafted ordinances and resolutions

• drafted contracts with vendors and interlocal agreements other governmental entities

• advised cities through the municipal annexation process and developed municipal annexation plans

• advised cities on land use and zoning issues and represented cities in land use litigation

• guided cities through the dilapidated building abatement process including representing the City of Harlingen before its Chapter 214 Zoning Board of Adjustment and Appeals

• advised police and fire chiefs through civil service issues including representation on disciplinary appeals before civil service commissions and independent hearing examiners

negotiated collective bargaining agreements for the Cities of Brownsville,
 Falfurrias, Harlingen, McAllen, San Benito, and Weslaco with their police and fire unions

represented cities in contract arbitrations

• provided general labor and employment counsel to municipal human resource departments relating to cities' obligations under Title VII, Texas Labor Code Chapter 21, the Texas Whistleblower Act, the ADA, ADEA, FMLA and FLSA.

#### Additional Contributions to Field of Governmental Law

Regular presenter at continuing education events hosted by the Texas Municipal League, Texas City Attorneys' Association, Texas Municipal Human Resources Association, Texas Police Chiefs' Association, and the Rio Grande Valley City Secretaries Association.

#### Daniella Lopez Valdez

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#### Vice President - Brownsville Independent School District

Daniella Lopez Valdez is a proud Brownsville native who has always been deeply passionate about providing the best leadership for her community. After moving to Dallas, she attended Southern Methodist University, where she earned a Bachelor of Arts in Advertising and Economic Sociology with a minor in Fashion Media. After graduation, she took on leadership roles in the corporate retail world, becoming the youngest in her position by 30 years. She managed a multichannel marketing strategy for two divisions, overseeing \$1.1 billion in total retail and e-commerce revenue, while leading teams of vice presidents, directors, and assistants.

Daniella and her husband Hector decided to return to Brownsville, where she started her own marketing consulting business, *Style House Media*. In addition, she co-founded the *Blue Turtle Project* with other Brownsville natives, a company committed to removing plastic from local waterways for every bracelet sold, while creating micro-economies to support environmental work in both the U.S. and Mexico.

Daniella is a proud graduate of *Leadership Brownsville Class XXXV* and served as the marketing director for the *Blue Turtle Project*. She was active in *Connect BTX* and holds the role of Vice President for the BISD Board of Trustees, serving on the Policy, Budget, and Special Education Committees.

Currently, Daniella serves as the Budget Committee Chair of the largest school district south of San Antonio, managing a budget of over \$500 million. During her time on the board, she has been proud to help pass historic salary raises for employees and implement forward-thinking policies, such as paid family leave and playground play for children to encourage healthier development.

Additionally, Daniella was elected among over 7,000 trustees across the state of Texas to be one of four representatives for the students of Texas at the 89th legislative session.

Daniella also serves as the Executive Director of the *Mitte Cultural District*, where the focus is on enriching the community by fostering cultural growth, promoting the arts, preserving history, and providing accessible educational opportunities. The district's mission is to enhance the quality of life in Brownsville through meaningful and inclusive cultural experiences.

#### Jesse D. Villarreal, WCLS, FCLS

Jesse D. Villarreal, WCLS, FCLS is employed with Texas Association of School Boards, Inc, (TASB) as an Adjuster IV since September 11, 1995. Mr. Villareal was born in Harlingen, Texas, and is a Harlingen High School graduate. He also obtained his Bachelor of Business Administration (BBA) degree in December of 1985 from UT-Pan American. Additionally, Mr. Villarreal is a Fraud Claim Law Specialist and Workers Compensation Claim Law Specialist from the American Educational Institute.

Mr. Villarreal is a United States Navy Veteran, having completed 5 years of active duty and 18 years in the reserves serving in Italy, Scotland, and England. Additionally, he has attended several training schools while in the military.

Mr. Villarreal has served on several committees and boards in Harlingen and Cameron County. He is a proud father of 4, Jaclyn, Justin, Joshua, and Joseph and a proud grandfather to Alessio, Giulia and Hans. His greatest passion is being a youth soccer coach for over 20 years.

Mr. Villarreal's role with TASB is to promote education excellence for Texas public school children through advocacy, visionary leadership, and high-quality service to school districts. TASB and its brand reflects the members and their unified voice in support of public education.

## 20. Consideration/Action on Approval of Prohibited Technologies Security Policy



#### TOWN OF RANCHO VIEJO, TEXAS

#### POLICY PROHIBITING CERTAIN SOCIAL MEDIA APPLICATIONS

- This policy is intended to guide the Town of Rancho Viejo ("the City") in the usage of certain social media applications on City-owned, leased, or rented devices with the intent of following Texas Government Code Chapter 620.
- TikTok or any successor application or service developed or provided by ByteDance Limited, or an entity owned by ByteDance Limited is prohibited on city devices with the exceptions outlined in section 5.
- 3. The City prohibits the usage of any social media application or service specified by the executive order of the governor under Section 620.004, prescribed now or in the future, with the exceptions outlined in Section 5.
- 4. The Town Administrator will maintain a list of social media applications and/or services specified by the governor's office or their designee under Section 620.004, prescribed now or in the future.
- 5. Installation and use of a covered application may be permitted to the extent necessary for providing law enforcement; or developing or implementing information security measures. Permitted use must use measures to mitigate risks to the security of city information during the use of the application, and documentation of those measures must be filed with the Town Administrator and approved by the Board of Aldermen before use begins.

Approved and instituted this 26th day of November 2024.

THE TOWN OF RANCHO VIEJO, TEXAS

By:

Maribel Guerrero, Mayor

# 21. Consideration/Action on Cleaning Services Contract

#### JANITORIAL SERVICE AGREEMENT

This agreement (the "Agreement") is made on the 26th day of November 2024 (the "Effective Date"), by and between the service provider JUAN JESUS GARZA, an individual residing at 32518 Papaya Dr., Cameron County, Texas 78566 (the "Provider") and the TOWN OF RANCHO VIEJO, TEXAS, a Type-A General Law Municipality of the State of Texas, located at 3301 Carmen Avenue, Rancho Viejo, Cameron County, Texas (the "Town").

#### RECITALS

WHEREAS, the Town is the owner of the building commonly known as the "Town Municipal Office" and located at 3301 Carmen Avenue, Rancho Viejo, Cameron County, Texas 78575;

WHEREAS, the Provider desires to provide janitorial and cleaning maintenance services to the Town and the Town desires to obtain such services from Provider;

NOW THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

#### ARTICLE 1 — TERM & TERMINATION

**1.01.** Term. The term of this Agreement shall commence on December 1, 2024, and shall continue thereafter on a month-to-month basis.

**1.02.** Termination. Either party hereto may terminate this Agreement by giving the other party written notice at least thirty (30) days' prior to 1st day of the following month.

#### ARTICLE 2 — COMPENSATION

2.01. Invoice Date & Payment Date Defined.

- a) Invoice Date: Provider shall invoice the Town on the 1st day of each month for the work performed for the prior month. E.g. Provider shall invoice the Town on January 2, 2025 for services rendered for the month of December 2024.
- b) **Payment Date:** The Town shall pay the invoice within fifteen (15) days of the receipt of the invoice by the Town.

**2.02. Payment.** In compliance with Article 3 herein, the Town shall pay the Provider at the rate of Four Hundred and 00/100 Dollars (\$400.00) per month for the services to be and actually performed under this Agreement.

#### ARTICLE 3 — SERVICES TO BE PERFORMED

**3.01.** Type of Services. Provider agrees to perform the following janitorial and cleaning maintenance services at the Town Municipal Office including but not limited to (collectively referred to "Services"):

- a) Sweeping and mopping of all floors;
- b) Vacuuming all carpet and rugs, and spot clean as needed;
- c) Empty all waste containers;
- d) Properly dispose of all trash and waste;
- e) Clean all restrooms (including replenishing all soap, toilet paper, and paper towel dispensers);
- f) Clean all windows (both outdoor and indoor windows);
- g) Dusting of all fixtures, furniture, and all other surfaces within reasonable reach;
- h) Those other certain janitorial and cleaning maintenance services that the Town Administrator may dictate from time to time.

**3.02.** Frequency of Services. The scheduling of the specific day that Services shall be performed may be altered with the consent of the Town Administrator but in no event may the Provider provide the Services in a manner that would conflict with the following:

- a) Services shall be provided at least four (4) times per calendar month;
- b) Services shall be provided at least one (1) time per calendar week.

#### ARTICLE 4 — MATERIALS AND SUPPLIES

**4.01.** All materials and supplies necessary to perform the Services hereinabove defined shall be furnished at the cost and expense of the Town.

#### ARTICLE 5 — MISCELLANEOUS PROVISIONS

**5.01.** Force Majeure. Neither the Town or the Provider shall be liable for any delay or failure in its performance under this Agreement caused by events beyond the reasonable control of the

party, including, but not limited to, terrorism, war, riots, labor strikers, interruption of utility services, fires, floods, earthquakes, and other natural disasters.

**5.02.** Compliance with Applicable Laws. In performing the Services under this Agreement, Provider shall comply with all applicable federal, state, and Town statutes, ordinances, and regulations.

**5.03. Insurance.** Provider, at its own cost and expense, shall procure and maintain throughout the term of this Agreement a worker's compensation insurance policy for the protection of its employees engaged in work under this Agreement.

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

**5.05.** No assignment. Provider shall not assign or transfer this Agreement, in whole or in part, without the prior written consent of the Town. This Agreement shall be binding on, and inure to the benefit of, each party's heirs, executors, administrators, successors, and permitted assigns.

**5.06.** Choice of Law. This Agreement will be construed in accordance with the laws of the State of Texas.

**5.07.** Venue. Exclusive venue for any proceeding in law or equity shall be in Cameron County, Texas.

**5.08.** Legal Construction. Should any one or more 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.

**5.09. Prior Agreements Superseded.** This Agreement constitutes the only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

**5.10.** Agreement of the Parties. This Agreement contains the entire agreement of the parties and cannot be changed except by their written agreement.

**5.11. 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.

TOWN

Maribel Guerrero, Mayor

#### PROVIDER

Juan Jesus Garza, as an individual

## 22. Consideration/Action to Approve Air Conditioning/ Heating Systems Service Agreement

Prop	osal
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AIR CONDITIONING, LLC.

7250 N. Expressway OLMITO, TX 78575 State Lic. #TACLA012932E (956) 350-4813

PROPOSAL SUBMITTED TO: TOWN OF RANCHO VIEJO	PHONE: 350-4093	DATE: 11/19/2024	
STREET: 3301 CARMEN AVE	JOB NAME:		
CITY, STATE AND ZIP CODE: RANCHO VIEJO, TX	JOB LOCATION:	,	

We Propose hereby to furnish material and labor complete in accordance with specifications below, for the sum of:

Payment to be made as follows:         UPON COMPLETION         All Material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specification below involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our contol. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.       Authorized Signature       TOMAS GUTIERREZ         We hereby submit specifications and estimates for:       SERVICE AGREEMENT FOR ONE YEAR:       Note: This proposal may be withdrawn by us if not accepted within30	
workmanlike manner according to standard practices. Any alteration or deviation       Authorized         from specification below invoking extra costs will be executed only upon written       Signature         orders, and will become an extra charge over and above the estimate. All agireements       Signature         contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tomado and other necessary insurance. Our workers are fully covered by Workman's       Note: This proposal may be withdrawn by us if not accepted within30         We hereby submit specifications and estimates for:       SERVICE AGREEMENT FOR ONE YEAR:	
workmanlike manner according to standard practices. Any alteration or deviation       Authorized         from specification below involving extra costs will be executed only upon written       Signature         orders, and will become an extra charge over and above the estimate. All agireements       Signature         contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tomado and other necessary insurance. Our workers are fully covered by Workman's       Note: This proposal may be withdrawn by us if not accepted within30         We hereby submit specifications and estimates for:       SERVICE AGREEMENT FOR ONE YEAR:	
SERVICE AGREEMENT FOR ONE YEAR:	days.
SERVICE AGREEMENT FOR ONE YEAR:	
TO INSPECT AND SERVICE THREE AIR CONDITIONING/HEATING SYSTEMS.	
THE SERVICE AGREEMENT CONSISTS OF REPLACING THROW AWAY FILTERS ON EVERY MON	THLY
VISIT AND AN INSPECTION OF THE EQUIPMENT TO ENSURE THAT IT IS OPERATING PROPERLY	
PARTS, REFRIGERANT, OR ADDITIONAL LABOR WILL REQUIRE US TO QUOTE AND ADDITIONAL	L PRICE.
THE INSPECTIONS AND MAINTENANCE TO BE PERFORMED AS PART OF THIS AGREEMENT INC MONTHLY INSPECTIONS PER YEAR. THE INSPECTIONS WILL BE PERFORMED ONLY DURING N	
BUSINESS HOURS, MONDAY THROUGH FRIDAY, BETWEEN 8:00 A.M. AND 5:00 P.M., NOT INCLU	
HOLIDAYS.	
SERVICE AGREEMENT \$160.50 MO	NTHLY
*TAX EXEMPT	
1	
RECEIVED	
NOV 1 9 2024	
BY: 1	
Acceptance of Proposal The Above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as Signature	

Date of Acceptance: \_

Signature

# 23. September 2024 FinancialReport - Town Administratora. Building Committee Report

24. Consideration/Action for Approval of Trial Pilot Period for Trusted Driver E-Citation Platform "Ticket Writers"

# 25. October 2024 Police Report - Police Chief

	MON	_Y STAT ITH OF: Chief Ro	ISTICAL October bert R. T	REPOR <sup>*</sup> 2024 <sup>*</sup> yler	Т	
PENAL CODE:	SECTOR	No.	Prior	YTD	ARST	COMMENTS
SEXUAL ASSAULT			1	1		
STALKING				1		
ASSAULT FV		2		6	2	see notes
HARASSMENT				2		
BURGLARY HAB				1		
BURLGARY VEH		RECEIPT	1	5		
THEFT (M)			5	3		•
THEFT (F)			1	8		
FRAUD/CREDIT				7		
CRIMINAL MISCHIEF				4		
POSSESSION (M)		1		3		POM Paraphernalia
POSSESSION (F)			1	8		
Endangering Child						
Indecency W/A Child			•			
BAIL JUMPING FTA						
DWI						
Public Intox						
DUTY STRIKING FIXT	· · · · · · · · · · · · · · · · · · ·					)
CRIMINAL TRESPASS		1		1		
UNLAWFUL RESTRT						5
	TOTAL	4	4	50	15	
INCIDENT REPORTS:	SECTOR	NO.	Prior	YTD	Citation	COMMENTS
DOMESTIC NV				15		
Civil Dispute		1		22	7	200 blk Morelos
WELFARE CHECK		2		21		
Traffic Accident		2 .		10		*
Neighbor Disturbance				2		
DIST (Music) (K9)		3	1	31		2-music 1-k9
Natural Death Report	÷		1	1		
Suspicous V/P		12	6	61		11-vehicle 1-person
LOST/FOUND PROP		2		9		1 found 1 lost
LIVESTOCK DIST						
VEH IMPOUNDMENTS		1		9		
ALARM RESIDENTIAL		5	10	72		×
EMS		3	8	27		
FIRE				2		
			1	10		SO w/ disturbance
Agency ASSIST		04	27	292	0	
	TOTAL	31		and the second se		
	TOTAL	31 NO.	Prior	YTD	Collect	Warrants Issued

TRA	FFIC WARRANTS		NO.	CLRD	DIFF		
-	WARRANTS		29	20	9		\$4,943
SI	PEED TRAILER						•
	AVENUE	POSTED		AVG.		ТОР	
	CARMEN	25		0		0	
	CARMEN	35		0	1960	0	
	MORELOS	25	27.18.3	0		0	
	TESORO	25	Start at	0		0	
	ESCANDON	25		0		0	
	SANTA ANA	25		25		40	Tesoro study
	SANTA ANA	15	States of	0	Con San	0	
	ZAPATA	25		0		0	
	BALBOA	25		0	E. C.	0	
	PIZARRO	25		0		0	342 1
1	CORTEZ	25	C.S.S.S.S.	0	and the state	0	
	BOLIVAR	25		0		0	
	EL DORADO	25	Part and a start	0		0	
R	ANCHO NUEVO	25		0		0	
	ALVARADO	25	and and a second	0	Se l'est	0	
	HIDALGO	25	and the	0		0	
	DELEON	25		0		0	1
		25		0		0	
PC	DLICE MILEAGE:	Starting	Ending	Total	Gls	MPG	Miles Per Day
	C-21	75444	78373	2929	243	12	
	F21 (OPSG)	31,616	32873	1,257	86	15	
	C-20 (OPSG)	103527	105564	2037	188	10.8	29.1 gal grant useage
	C13	59,182	59758	576	36	16	
	F17	117,621	118970	1,349	108	13	12.5 gal grant useage
1	1						
	Totals	77478	79,108	8,148	660	13	
CH	EF'S COMMENTS						
arr -37	500 blk of Carmen A ested an charged wi 00 blk of Carmen Av est, Assult of Public	th Class "B' ve. Agg Ass	' Assault	Domestic	Violenc	e.	l and wife. Male was rant POCS, Resist
	tober 9-October 31 soro Ave. total vehic	le count- 2,					

85th Percentile speed- 24 mph of 2,394 vehicles Max speed- 40 mph on 10-28-2024 at 7:55 pm - Justified our enforcement

		AL COURT REPORT - FILED C Report for Octobe	er 1, 2024 Th		ober 31,	2024	FILEDST		Page:	1
iolations 1		Date								
	RAFFIC		71							
S	TATE LAW		11							
		Total Filed Violations		82						
ompleted C										
Paid Fin			~							
	RAFFIC		9							
S	TATE LAW		3	10						
-		Total Paid Fines		12						
Before J			5							
	RAFFIC		0				•			
5	STATE LAW	Total Before Judge	0	5						
		Total Completed		17						
ther Compl										
DISMISSED A		ERRED ADJ.	7							
	TRAFFIC		7 1							
5	STATE LAW	Total	T	8						
DISMISSED E	DROGEC			0						
	TRAFFIC	OTOR	, 2							
	STATE LAW	· · ·	. 0							
		Total		2						
		Total Other Complet	ed	10						
		Grand Total Comp		27						
		Net Difference Filed/Com	plete	55						
Warrants										
Issued.										
	TRAFFIC		19							
	STATE LAW		10				*			
		Total Violations		29	3					
		Total Warrants Issued	*	29						
Cleared	d	÷ *								
5	TRAFFIC	, ji i	13							
2	STATE LAW		; 7				8			
		Total Violations		20						
		Total Warrants Cleared	1	20 9 ·						
		Change in Total War		9 						
Other Paid	Cases		1 2							
Paid Fin	ne	Total Other Paid Fines		21	;					
CCC20 CCC	2020		\$1,455.24							
TFC TFC			\$36.18							
AR ARR	EST FEE		\$119.77					-		
STF19 STA			\$602.73							
		ng Security Fund	\$117.33							
LTPDF Loc	al Truanc	cy Prevention Fund	\$119.77							
		Technology Fund	\$95.79							
TLFTA2 OMN			\$12.12							
TLFTA3 LOC			\$8.08			~				
		PLAN - LOCAL · ·	\$67.87					1		
		F - LOCAL EFFICIENT	\$16.97 \$84.80				1			
		F PLAN - STATE	\$100.00							
WRNTFE WAR		•	\$2,104.00							
FINE FIN		ipal Jury Fund	\$2.35							
Total Fees			\$4,943.00							
		A	,							

Oct. 2024

26. 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.

27. Adjourn