



3301 CARMEN AVE, 78575
Phone 956-350-4093
Fax 956-350-4156

BOARD OF ALDERMEN

REGULAR MEETING

January 8, 2013



3301 CARMEN AVE, 78575

Phone 956-350-4093

Fax 956-350-4156

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

JANUARY 8, 2013

6:00 P.M.

NOTICE is hereby given of a REGULAR MEETING of the BOARD OF ALDERMEN of the TOWN OF RANCHO VIEJO, TEXAS, to be held on JANUARY 8, 2013 at 6:00 P.M., in the TOWN MUNICIPAL OFFICE, 3301 CARMEN AVENUE, RANCHO VIEJO, TEXAS to consider the following items:

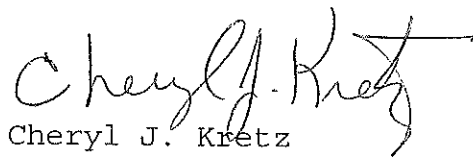
1. Call to Order
2. Roll Call
3. Invocation and Pledge
4. Public Comment
5. Approval of Minutes -
Regular Meeting November 13, 2012
6. Consideration/Approval of a Resolution Ordering the Election for Rancho Viejo, Designation of Election Precincts and Polling Places, Designation of Method of Voting, Submission of Application by Candidates, Appointment of Early Voting Clerk, and Providing for Publication Notice
7. Consideration/Appointment/Reappointment of Board of Adjustments and Appeals Members
8. Consideration/Action on Interlocal Agreement with Rio Grande Valley Communications Group for Radio Service

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

JANUARY 8, 2013
6:00 P.M.

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9. Presentation by Mayor to Fully Fund Reserve Police Officer Line Item to the end of the Fiscal Year; Public Comment on Presentation; and Consideration/Action to Fully Fund Reserve Police Officer Line Item to the end of the Fiscal Year
10. Public Comment
11. Adjourn


Cheryl J. Kretz
Town Administrator

#1 Call to Order

by Mayor Medrano

#2 Roll Call

by Isabel Perales

Aldерwoman Carr

Aldерwoman Hager

Aldерwoman Guerrero

Aldерwoman Rathbun

Aldерwoman Truan

Legal Counsel, Daniel Rentfro, Jr.

Town Administrator, Cheryl J. Kretz.

#3 Invocation and Pledge

The pledge of allegiance to the United States Flag:

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

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

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

#4 Public Comment

#5 Approval of Minutes –
Regular Meeting – November 13,
2012

MINUTES OF A REGULAR MEETING
TOWN OF RANCHO VIEJO
NOVEMBER 13, 2012

A Regular Meeting of the Board of Aldermen of the Town of Rancho Viejo, Texas was held on November 13, 2012, at the Town Municipal Office, 3301 Carmen Avenue, Rancho Viejo, Texas, the same being open to the public. The meeting was called to order by Mayor Roberto Medrano at 6:02 P.M. Roll call was made by Isabel Perales, Assistant Town Secretary. Members present at the meeting were:

Mrs. Maribel Guerrero
Mrs. Jean Hager
Mrs. Cyndie Rathbun
Mrs. Bitty Truan

Members absent were:

Mrs. Lupita Carr

A quorum was present at the meeting.

Mr. Daniel Rentfro, Jr., legal counsel, was present. Town Administrator Cheryl J. Kretz was also present.

Those present in the audience were:

Chief M. Cruz, Jr.	Maria Hinojosa
Xavier Montemayor	Kelly Cuff

INVOCATION AND PLEDGE:

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

PUBLIC COMMENT:

Alderwoman Rathbun noted that the Neighborhood Watch sub-committee met and they were in the preliminary stages of forming other groups.

APPROVAL OF MINUTES:

Motion was made by Alderwoman Guerrero, seconded by Alderwoman Hager, and unanimously carried, that the Minutes of the Regular Meeting held on October 9, 2012 at 6:00 P.M. be approved as written.

RECOGNIZE ANNUAL CHRISTMAS DRIVE - GOOD NEIGHBOR SETTLEMENT HOUSE DAY - DECEMBER 8, 2012:

Mrs. Maria Hinojosa announced the Good Neighbor Settlement House Annual Christmas Drive to be held on Saturday, December 8, 2012 at 4 Pizarro between the hours of 9:00 A.M. and 12:00 P.M.

RECOGNIZE GARDEN CLUB PLANT SALE ON DECEMBER 8, 2012 TO BENEFIT BRIDGE BEAUTIFICATION:

Alderman Hager announced that the Garden Club would be having a Plant Sale on Saturday, December 8, 2012 at the Town Hall between the hours of 10:00 A.M. and 4:00 P.M. They will be selling plants to help raise money to beautify the Town bridges.

CONSIDERATION/ACTION ON AN ORDINANCE OF THE TOWN OF RANCHO VIEJO, TEXAS AMENDING ORDINANCE NO. 62P REAPPOINTING MEMBER OF THE BUILDING COMMITTEE:

Motion was made by Alderman Hager, seconded by Alderman Truan, and unanimously carried, to pass, adopt and approve Ordinance No. 62R - AN ORDINANCE OF THE TOWN OF RANCHO VIEJO, TEXAS AMENDING ORDINANCE NO. 62P REAPPOINTING MEMBERS OF THE BUILDING COMMITTEE. Mr. Tim Trapp was reappointed for two years.

CONSIDERATION/ACTION ON A RESOLUTION OF THE BOARD OF ALDERMEN OF THE TOWN OF RANCHO VIEJO, TEXAS, AUTHORIZING THE CONTINUATION OF DEBT BANK ACCOUNT HERETOFORE ESTABLISHED, RENAMING THE DEBT BANK ACCOUNT, AND AUTHORIZING CERTAIN PERSONS TO SIGN CHECKS FOR SAME:

Motion was made by Alderman Rathbun, seconded by Alderman Guerrero, unanimously carried, to pass, adopt and approve Resolution No. 250 - A RESOLUTION OF THE BOARD OF ALDERMEN OF THE TOWN OF RANCHO VIEJO, TEXAS, AUTHORIZING THE CONTINUATION OF DEBT BANK ACCOUNT HERETOFORE ESTABLISHED, RENAMING THE DEBT BANK ACCOUNT, AND AUTHORIZING CERTAIN PERSONS TO SIGN CHECKS FOR SAME.

PUBLIC COMMENT:

Alderman Guerrero announced that the Rancho Moms would be hosting a Gingerbread Making Event scheduled for December 1, 2012 at the Town Hall. She also mentioned that the pumpkin carving event in October was very successful.

ADJOURNMENT:

Motion was made by Alderwoman Hager, seconded by Alderwoman Rathbun, and unanimously carried, to adjourn the meeting at 6:15 P.M.

BY: _____
Cheryl K. Kretz, Town Secretary

APPROVED: _____
Roberto Medrano, Mayor

DATE: _____

#6 Consideration/Approval of a Resolution Ordering the Election for Rancho Viejo, Designation of Election Precincts and Polling Places, Designation of Method of Voting, Submission of Application by Candidates, Appointment of Early Voting Clerk, and Providing for Publication Notice

RESOLUTION NO.

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

WHEREAS, an election is hereby ordered for the purpose of voting for a Mayor and two (2) Aldermen for a two year term for the Town of Rancho Viejo.

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

- SECTION 1. That the Order of Election for the Town of Rancho Viejo, Texas, signed by Mayor Roberto Medrano and members of the Board of Aldermen dated January 8, 2013 for the election to be held on May 11, 2013, is hereby ratified and adopted in all respects.
- SECTION 2. Said election is to be held on Saturday, May 11, 2013 between the hours of 7:00 A.M. and 7:00 P.M. for qualified electors residing within the incorporated area of the Town of Rancho Viejo, and notice is further given that the polling place for such election is hereby designated as the Town Municipal Office, 3301 Carmen Avenue, Rancho Viejo, Texas. Method of voting shall be by ES&S Automark Voter Assist Terminal, version 1.1.2258 and the Model 100 Scanners (precinct counters) version 5.2.1.0.
- SECTION 3. Application by candidates for the offices for which the herein described election is called, shall address application for a place on the ballot to the Town Secretary of the Town of Rancho Viejo, Texas and said application shall be accompanied by the statutory oath of candidate for election as provided by the Texas Election Code, and said application shall be filed with the Town Secretary at the Town Municipal Office, 3301 Carmen Avenue, Rancho Viejo, Texas. The first day for filing said application is Wednesday, January 30, 2013 and the last day for filing said application is Friday, March 1, 2013 at 5:00 P.M.
- SECTION 4. The Town Secretary or her deputy is hereby appointed Clerk for Early Voting, which Early Voting shall be held at the Town Municipal Office located at 3301 Carmen Avenue in Rancho Viejo, Texas. The period to vote early in person at the Town Secretary's Office is Monday, April 29, 2013 through Tuesday, May 7, 2013, Monday through Friday, regular working hours (8:00 A.M. to 5:00 P.M.); except for Wednesday, May 1, 2013 and Tuesday, May 7, 2013, the early voting hours are 7:00 A.M. to 7:00 P.M.

Application to vote by mail shall be addressed to the Town Secretary, Town of Rancho Viejo, 3301 Carmen Avenue, Rancho Viejo, Texas 78575. Applications

for ballot by mail must be received no later than the close of business on Friday, May 3, 2013.

SECTION 5. Any person who wishes to be a write-in candidate must make a declaration of write-in candidacy pursuant to Chapter 146 of the Texas Election Code and in compliance with said law, no write-in vote will be counted unless the name written in appears on the list of write-in candidates as required by Chapter 146 of the Texas Election Code.

SECTION 6. Notice of the election order by the Mayor and Board of Aldermen of the Town of Rancho Viejo, Texas shall be given by publication in the BROWNSVILLE HERALD one time.

PASSED, ADOPTED AND APPROVED this the 8th day of January, 2013.

ROBERTO MEDRANO, Mayor

ATTEST:

CHERYL J. KRETZ, Town Secretary

#7 Consideration /Appointment/ Reappointment of Board of Adjustments and Appeals Members

Re-appointed:

Dionel Ortiz

Javier Vera

Lyle McNeil

Jorge de la Garza

Appointed:

Ramiro Gonzalez

#8 Consideration/Action on Interlocal Agreement with Rio Grande Valley Communications Group for Radio Service

**INTERLOCAL AGREEMENT
RADIO SERVICE**

**STATE OF TEXAS §
COUNTY OF HIDALGO §**

This Agreement made and entered into by and between the **RIO GRANDE VALLEY COMMUNICATIONS GROUP**, a Texas non-profit corporation, (hereinafter sometimes referred to the "RGVCG") and the **TOWN OF RANCHO VIEJO**, a home rule town situated in Cameron County, (hereinafter sometimes referred to as TOWN OF RANCHO VIEJO).

The initial addresses of the parties, which one party may change by giving written notice of its changed address to the other party, are as follows:

RGVCG

Randy Ashley
Communications Manager
PO Box 220
McAllen, Texas 78501

TOWN OF RANCHO VIEJO

Chief M. Cruz, Jr.
Chief of Police
3301 Carmen Avenue
Rancho Viejo, Texas 78575

WITNESSETH:

WHEREAS, the RGVCG owns and maintains a multi-site 700/800 megahertz trunked radio system and is duly licensed by the Federal Communications Commission (hereinafter referred to as "FCC") for the operation of same; and

WHEREAS, the TOWN OF RANCHO VIEJO desires to utilize the RGVCG's 700/800 megahertz radio system for government functions, and

WHEREAS, RGVCG is able to accommodate additional radio units on its trunked 700/800 megahertz radio system and is willing to cooperate with TOWN OF RANCHO VIEJO to affect usage of the system for said purposes; and

WHEREAS, the radio system recurring costs include annual radio maintenance fees, T-1 communication lines, and infrastructure up-grades as required; and

WHEREAS, the RGVCG is hereby furnishing a service related to homeland security activity under this interlocal agreement and as the furnishing local agency is not responsible for any civil liability that arises from the furnishing of the services under this contract; and

WHEREAS, the RGVCG and TOWN OF RANCHO VIEJO are authorized to enter into an agreement for the provision of such services pursuant to the provisions of Interlocal Cooperation Act, Texas Government code Ann. § 791.001, et seq.

NOW, THEREFORE, the RGVCG and TOWN OF RANCHO VIEJO hereby agree to the terms and conditions of this Contract. This Contract consists of the following sections:

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All of the above described sections and documents are hereby incorporated into this Agreement by this reference for all purposes.

IN WITNESS HEREOF, RGVCG and TOWN OF RANCHO VIEJO have made and executed this contract in multiple copies, each of which is an original.

**RIO GRANDE VALLEY
COMMUNICATIONS GROUP**

Pilar Rodriguez, Chairman Date

Attest:

Randy Ashley, Board Secretary

Approved as to form:

Gary Henrichson, RGVCG Attorney

TOWN OF RANCHO VIEJO

Roberto Medrano, Mayor Date

Attest:

Cheryl J. Kretz

I. DEFINITIONS

As used in this contract, the following terms shall have the meanings set out below:

“Contract” means the agreement the RGVCG and TOWN OF RANCHO VIEJO.

“Contract Term” is defined in Article IV.

“RGVCG” is defined in the preamble to this contract and includes its successors and assigns.

“Communications Manager” means the Director of the RGVCG or the designee.

“Regional Radio System” (RRS) means the RGVCG’s trunked 700/800 megahertz radio system.

“Radio Unit” or “Unit” means a mobile, stationary, or portable radio communications device, which communicates at certain air wave frequencies.

II. DUTIES OF RGVGC

A. In General

During the Contract Term, RGVCG shall provide radio air time on and support for the Regional Radio System (RRS) for as many as 25 radio units, and 0 IP consoles. The numbers of units for either primary or back-up dispatch on the regional radio system may be increased by mutual written agreement of the RGVCG and TOWN OF RANCHO VIEJO.

Within 30 days of Countersignature, the RGVCG shall program the radio unit(s) according to the initial configuration agreeable to the RGVCG Communications Manager and TOWN OF RANCHO VIEJO. RGVCG may program each radio unit, for a service charge, with the capability to access the regional radio system within 30 days after submittal of such unit to the RGVCG Radio Support Section for programming.

B. Stolen Units

Upon notification that one or more of TOWN OF RANCHO VIEJO’s radio units have been lost or stolen, the RGVGC shall take all reasonable actions to prevent the stolen or lost radio unit from gaining access to the regional radio system.

C. Optional Services

The RGVCG may provide radio repair and installation/removal services at TOWN OF RANCHO VIEJO’s written request in accordance with the current radio systems management price list (updated annually in September).

III. DUTIES OF CITY OF TOWN OF RANCHO VIEJO

A. Procurement of Radio and Console Units

It is understood that TOWN OF RANCHO VIEJO must procure its own radio and/or console units, which must be compatible with the regional radio system (P25 Compliant and 700/800 capable), and is responsible for the maintenance of its radio and console units.

B. TI Communications Lines

It is understood that TOWN OF RANCHO VIEJO must provide and maintain its own TI lines, if needed, between TOWN OF RANCHO VIEJO and the Core location at 201 N. 21st Street, McAllen, Texas.

C. Stolen Units

TOWN OF RANCHO VIEJO shall notify the RGVCG when one or more unit(s) have been stolen or lost within 24 hours of TOWN OF RANCHO VIEJO's discovery that the unit(s) have been lost or stolen.

D. Payment of Airtime

TOWN OF RANCHO VIEJO shall pay the RGVCG for the access to the regional radio system provided herein at a rate of **\$2.00** per radio or console unit, per month for part-time radio air time and support. TOWN OF RANCHO VIEJO shall prepay these yearly charges in full at the beginning of the Contract Term and each renewal thereof, based upon the number of radio units then in service. Should TOWN OF RANCHO VIEJO change the number of radio units in service during the Contract Term, the following provisions shall apply:

1. In the event the number of TOWN OF RANCHO VIEJO radio units in service increases during a Contract Term, the charge for each additional radio unit shall be prorated based upon the remaining fractional part of the current Contract Term. The entire amount owed for the additional radio units, for the time remaining in the then current Contract Term, shall be prepaid to the RGVCG.
2. In the event the number of TOWN OF RANCHO VIEJO radio units in service decreases during the Contract Term, the RGVCG shall either allow a credit or make a refund to TOWN OF RANCHO VIEJO for a prorated portion of the prepaid fee based on the remaining fractional part of the current Contract Term. The credit/refund allowed will be accomplished within sixty (60) days of the date TOWN OF RANCHO VIEJO gives the RGVCG written notice of its decrease in the number of radio units it has in service.

3. Prorated portions of the Contract Term shall be calculated on a monthly basis with fractions rounded to the nearest whole month.
4. TOWN OF RANCHO VIEJO, if a part time subscriber, shall have the option to upgrade radio service to full-time use. In the event TOWN OF RANCHO VIEJO upgrades the radio service to full-time use, a rate of \$10.00 per unit, per month shall apply.

E. Payment for Programming

TOWN OF RANCHO VIEJO shall pay the RGVCG for the programming and activation of TOWN OF RANCHO VIEJO's radios for use on the regional radio system at a rate of \$40.00 per radio, upon initial access to the regional radio system. The entire amount owed for the programming of radio units shall be paid to the RGVCG within sixty (60) days of the invoice date for such services.

As an option, the programming of radio units on the regional radio system can be completed by TOWN OF RANCHO VIEJO or an approved vendor as authorized by the RGVCG. In the event TOWN OF RANCHO VIEJO exercises the option to program, or have programmed, its own radios, a Twenty Dollar (\$20.00) per radio activation fee shall still apply.

F. Fee Adjustment

It is expressly understood and agreed that the RGVCG may increase the annual fees provided for herein by giving TOWN OF RANCHO VIEJO written notice of its intention to increase said fees at least ninety (90) days prior to the effective date of the proposed increase. Fee adjustments can only be made at the beginning of an annual contract term unless the initial contract is entered upon after the fee adjustment is approved.

G. Breach

The decision to exercise rights granted by this subsection shall be made by the Governing Board of the RGVCG. If the TOWN OF RANCHO VIEJO commits a breach of this Contract, the Governing Board shall deliver a written notice of breach to the TOWN OF RANCHO VIEJO that specifies the nature of the breach and indicates that unless the breach is cured within thirty (30) days, additional steps shall be taken. A breach in payment of the annual assessment can only be cured by paying that Annual Assessment. If the TOWN OF RANCHO VIEJO does not cure that breach within thirty (30) days of receiving the written notice of breach, the TOWN OF RANCHO VIEJO is in default and the Governing Board shall deliver a written notice of default to the TOWN OF RANCHO VIEJO that specifies the following:

1. The nature of the default,

2. The date of the notice of breach,
3. The failure of the TOWN OF RANCHO VIEJO to cure timely, and
4. The TOWN OF RANCHO VIEJO's interest in the RRS is terminated on the effective date stated in the notice if the termination is approved by the Governing Board unless the default is cured by the TOWN OF RANCHO VIEJO paying that Annual Assessment during the first quarter of the next budget cycle after that in which the breach occurred

If the TOWN OF RANCHO VIEJO fails to make any payment of any sum due under this Agreement and such failure continues for forty-five (45) days after the RGVCG has given the TOWN OF RANCHO VIEJO written notice of such failure, then the TOWN OF RANCHO VIEJO is in default under this Agreement. In the event of the TOWN OF RANCHO VIEJO's default, the RGVCG has the right to terminate the Agreement, deny the TOWN OF RANCHO VIEJO any service provided by the RGVCG under this Agreement, and retain all moneys paid to the RGVCG pursuant to the terms and conditions of this Agreement as liquidated damages. Each and every right and remedy of the RGVCG and TOWN OF RANCHO VIEJO are cumulative to and not in lieu of each and every other such right and remedy afforded by law and equity.

Should the RGVCG fail to perform as provided under the terms of this Agreement, the TOWN OF RANCHO VIEJO's sole remedy is termination of this Agreement, and the RGVCG agrees to make a refund to the TOWN OF RANCHO VIEJO of the portion of the pre-paid fee based upon that fractional part of the one-year term remaining under this Agreement.

IV. TERM AND TERMINATION

The initial Contract Term will be prorated to September 30, 2013. The first full Contract Term shall be one (1) year from the date October 1, 2013. This Contract will automatically renew for as many as nine (9) additional one-year terms, unless it is terminated by either party giving the other party prior written notice of its intention to terminate. Said notice of termination shall be given to the other party not less than thirty (30) days prior to the expiration of the Contract Term. Notwithstanding the preceding provisions, the Contract Term will end:

- Immediately if all or substantially all of the authorizations held by the RGVCG or TOWN OF RANCHO VIEJO are revoked by the FCC or its successor agency, or
- Upon either party giving the other party thirty (30) days prior written notice of its intent to terminate.
- Within thirty (30) days of termination of this Contract, TOWN OF RANCHO VIEJO shall allow the RGVCG access to TOWN OF RANCHO VIEJO's radio units for the purpose of removing its programming that allows access to the RGVCG Regional Radio System.

V. MISCELLANEOUS

A. Release

TO THE EXTENT PERMITTED BY THE TEXAS CONSTITUTION AND TEXAS STATE LAW, TOWN OF RANCHO VIEJO, ITS PREDECESSORS, SUCCESSORS, AND ASSIGNS HEREBY RELEASE, RELINQUISH, AND DISCHARGE THE RIO GRANDE VALLEY COMMUNICATIONS GROUP, ITS PREDECESSORS, ASSIGNS, LEGAL REPRESENTATIVES, AND ITS FORMER, PRESENT AND FUTURE AGENTS, EMPLOYEES, DIRECTORS AND OFFICERS FROM ANY LIABILITY ARISING OUT OF THE SOLE AND/OR CONCURRENT NEGLIGENCE OF RGVCG FOR ANY INJURY, INCLUDING DEATH OR DAMAGE TO PERSONS OR TO PROPERTY WHERE SUCH DAMAGE IS SUSTAINED IN CONNECTION WITH OR ARISING OUT OF THE WORK PERFORMED UNDER THIS CONTRACT.

Additionally, it is expressly understood and agreed that one hundred percent (100%) coverage of any area at all times is improbable. There may be acts of God or adverse transmission condition such as short-term unpredictable meteorological effects and sky-wave interference from distant stations that can interrupt the regional radio system. Likewise, there are other causes beyond reasonable control of the RGVCG, including, but not limited to, motor ignition and other electrical noise that may be minimized by corrective devices at the User's expense. Any surveys, studies, research, or other measures taken to ensure the adequacy of coverage provided to the User under this Agreement are the sole responsibility and expense of the User

B. Independent Contractor

The RGVCG agrees to perform the services as an independent contractor and not as a subcontractor, agent or employee of TOWN OF RANCHO VIEJO.

C. Force Majeure

"Force Majeure" includes, but is not limited to, acts of God, acts of the public enemy, war, blockades, insurrection, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, tornadoes, hurricanes, arrests and restraints of government and people, explosions, and any other incapacities of either party to carry out its obligations under this Contract, except strikes or labor disputes and breakage or damage to machinery or equipment, whether similar to those enumerated or otherwise, and not within the control of the party claiming such inability, and which by the exercise of due diligence and care such party could not have avoided.

In the event either party is rendered unable, wholly or in part, by Force Majeure, to carry out any of its obligations under this Contract, it is agreed that, upon such party's giving notice and full particulars of such Force Majeure in writing or by telegraph or telefax to the other party within five (5) business days after the occurrence of the cause relied upon, then the obligations of the party

giving such notice, to the extent it is affected by Force Majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused as to the extent provided, but for no longer period. Such cause shall as far as possible be remedied with all reasonable dispatch.

D. Entire Agreement

This Contract merges the prior negotiations and understandings of the parties hereto and embodies the entire agreement of the parties, and there are no other agreements, assurances, conditions, covenants (expressed or implied) or other terms with respect to the Project, whether written or verbal, antecedent or contemporaneous, with the execution hereof.

E. Applicable Laws

This Contract is subject to all laws of the State of Texas, the Certificate of Formation and Bylaws of the Rio Grande Valley Communications Group, the rules of TOWN OF RANCHO VIEJO, the laws of the federal government of the United States of America, and all rules and regulations of any regulatory body or officer having jurisdiction.

Venue for any litigation relating to this Contract shall be Hidalgo County, Texas.

F. Enforcement

The RGVCG Chairman or his or her designee shall have the right to enforce all legal rights and obligations under this Contract without further authorization.

G. Assignment

TOWN OF RANCHO VIEJO shall not assign this Contract at law or otherwise without the prior written consent of the Board of Directors of the RGVCG.

H. Parties in Interest

This Contract shall not bestow any rights upon any third party, but rather shall bind and benefit the RGVCG and TOWN OF RANCHO VIEJO only.

I. Payment of Services

Invoices to TOWN OF RANCHO VIEJO Accounts Payable are to be sent to the following:

TOWN OF RANCHO VIEJO
Attn: Police Department
3301 Carmen Avenue
Rancho Viejo, Texas 78575
or electronically to mcruz@ranchoviejotexas.com

#9 Presentation by Mayor to Fully Fund Reserve Police Officer Line Item to the End of the Fiscal Year; Public Comment on Presentation; and Consideration/Action to Fully Fund Reserve Police Officer Line Item to the End of the Fiscal Year

#10 Public Comment

#11 Adjourn

RANCHO VIEJO POLICE DEPARTMENT

MONTHLY STATISTICAL REPORT

MONTH OF : NOVEMBER 2012

<u>I</u>	<u>CRIMINAL VIOLATION</u>	<u>CURRENT</u>	<u>PRIOR</u>	<u>1-YEAR AGO</u>
	THEFT	4	1	1
	THEFT OF SERVICE	0	0	0
	BURGLARY OF HABITATION	1	2	0
	BURGLARY OF A VEHICLE	0	1	0
	IDENTITY THEFT	0	0	1
	FAMILY VIOLENCE	0	0	1
	CRIMINAL MISCHIEF/ TRESPASS	0	0	0
	RUN AWAY	0	0	0
	HARASSMENT / STALKING	0	0	1
	INJURY TO A CHILD	0	0	0
	SEXUAL ASSAULT / ABUSE	0	0	0
	ASSAULT / THREATS	0	0	0
	POSSESSION OF MARIJUANA	0	0	0
	TAMPERING W/ GOV RECORDS	0	0	0
	FAIL TO IDENTIFY	0	0	0
	POSS. OF CONTROLLED SUBSTANCE	0	0	1
	TOTAL	5	4	5
<u>II</u>	<u>MISCELLANEOUS INCIDENTS</u>			
	CIVIL MATTER	2	0	2
	AMBULANCE CALLS	1	2	0
	VEHICLE ACCIDENTS	1	0	0
	ASST. OUTSIDE AGENCIES	0	0	0
	DOMESTIC DISPUTE	1	1	0
	LOST/FOUND PROPERTY	1	0	0
	K-9/ANIMAL INCIDENT	0	0	0
	VEHICLE IMPOUND	1	4	1
	WELFARE CONCERN (911 HANG-UP)	2	0	0
	DEATH NATURAL	0	0	0
	PROPERTY DAMAGE	1	2	1
	SUSPICIOUS PERSON / ACTIVITY	0	0	0
	FIRE CALL	0	3	0
	INFORMATION REPORT	2	5	1
	TOTAL	12	17	5
<u>III</u>	<u>CRIMINAL ARREST</u>			
	ADULT OFFENDER	6	8	3
	JUVENILE OFFENDER	0	0	0
	TOTAL	6	8	3

IV VEHICLE TRAFFIC INFRACTION

WRITTEN CITATIONS	26	67	59
WRITTEN WARNINGS	26	35	18
TOTAL	52	102	77

V MUNICIPAL ORD. INFRACTION

WRITTEN CITATIONS	0	0	0
WRITTEN WARNINGS	0	0	0
TOTAL	0	0	0

VI POLICE

PATROL MILEAGE	7,666	8,408	6,471
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RANCHO VIEJO POLICE DEPARTMENT

MONTHLY STATISTICAL REPORT

MONTH OF : DECEMBER 2012

<u>I</u>	<u>CRIMINAL VIOLATION</u>	<u>CURRENT</u>	<u>PRIOR</u>	<u>1-YEAR AGO</u>
	THEFT	2	4	1
	THEFT OF SERVICE	0	0	0
	BURGLARY OF HABITATION	1	1	0
	BURGLARY OF A VEHICLE	0	0	0
	IDENTITY THEFT	0	0	0
	FAMILY VIOLENCE	0	0	3
	CRIMINAL MISCHIEF/ TRESPASS	0	0	0
	RUN AWAY	0	0	0
	HARASSMENT / STALKING	0	0	0
	INJURY TO A CHILD	1	0	0
	SEXUAL ASSAULT / ABUSE	0	0	0
	ASSAULT / THREATS	1	0	0
	POSSESSION OF MARIJUANA	1	0	0
	TAMPERING W/ GOV RECORDS	0	0	0
	FAIL TO IDENTIFY	0	0	0
	POSS. OF CONTROLLED SUBSTANCE	0	0	0
	TOTAL	6	5	4
<u>II</u>	<u>MISCELLANEOUS INCIDENTS</u>			
	CIVIL MATTER	2	2	0
	AMBULANCE CALLS	0	1	0
	VEHICLE ACCIDENTS	0	1	2
	ASST. OUTSIDE AGENCIES	0	0	0
	DOMESTIC DISPUTE	1	1	0
	LOST/FOUND PROPERTY	0	1	1
	K-9/ANIMAL INCIDENT	0	0	1
	VEHICLE IMPOUND	3	1	5
	WELFARE CONCERN (911 HANG-UP)	1	2	0
	DEATH NATURAL	1	0	0
	PROPERTY DAMAGE	1	1	1
	SUSPICIOUS PERSON / ACTIVITY	0	0	0
	FIRE CALL	0	0	0
	INFORMATION REPORT	3	2	1
	TOTAL	12	12	11
<u>III</u>	<u>CRIMINAL ARREST</u>			
	ADULT OFFENDER	4	6	7
	JUVENILE OFFENDER	0	0	0
	TOTAL	4	6	7

IV VEHICLE TRAFFIC INFRACTION

WRITTEN CITATIONS	84	26	61
WRITTEN WARNINGS	60	26	24
TOTAL	144	52	85

V MUNICIPAL ORD. INFRACTION

WRITTEN CITATIONS	0	0	0
WRITTEN WARNINGS	0	0	0
TOTAL	0	0	0

VI POLICE

PATROL MILEAGE	8,452	7,666	6,744
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