



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

# **BOARD OF ALDERMEN**

## **REGULAR MEETING**

### **June 11, 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

JUNE 11, 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 JUNE 11, 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 - May 14, 2013
  - Special Meeting - May 17, 2013
  - Special Meeting - May 28, 2013
  - Orientation Session - June 4, 2013
6. Election of President Pro Tempore (Mayor Pro Tem)
7. Consideration/Reappointment of Metropolitan Planning Organization (MPO) Representative
8. Consideration/Reappointment of Member to the Strategic Planning Committee
9. Consideration/Reappointment of Members of Beautification Committee
10. Consideration/Appointment of Member to Board of Adjustments and Appeals

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

JUNE 11, 2013  
6:00 P.M.

Page 2

11. Consideration/Action on Extension of Contract with Building Inspector
12. Review/Approval of Investment Policy
13. Consideration/Approval of Resolution of the Board of Aldermen of the Town of Rancho Viejo, Texas Authorizing the Continuation of Bank Accounts and Depository Heretofore Establishing and Authorizing Certain Persons to Sign Checks and other Necessary Transactions for Same
14. Consideration/Authorization To Advertise for Bids for Solid Waste Collection and Brush Removal
15. Consideration/Action on Stonegarden Grant - Interlocal Cooperation Agreement Between County of Cameron, Texas and the City of Los Fresnos, the City of South Padre Island, the City of Port Isabel, the City of La Feria, the Town of Rancho Viejo and the City of San Benito
16. Consideration/Action on Purchase of Police Vehicle with Grant Funds
17. Consideration/Action on Resolution of the Town of Rancho Viejo Approving Cooperation with the Steering Committee of Cities Served by AEP TCC to Review AEP Texas Central Company's Requested Approval of an Adjustment to Its Energy Efficiency Cost Recovery Factor; Hiring Legal and Consulting Services to Negotiate with the Company and Direct Any Necessary Litigation and Appeals; Finding that the Meeting At which this Resolution is Passed is Open to the Public as Required by Law; Requiring Notice of this Resolution to Legal Counsel

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

JUNE 11, 2013  
6:00 P.M.

Page 3

18. Hurricane Preparedness

19. Public Comment

20. Adjourn

  
Cheryl J. Kretz  
Town Administrator

# #1 Call to Order

by Mayor Hager

# #2 Roll Call

by Isabel Perales

Alderwoman Carr

Alderwoman Guerrero

Alderwoman Rathbun

Alderwoman Truan

Alderman Vera

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



# Approval of Minutes -

Regular Meeting-May 14, 2013

Special Meeting-May 17, 2013 10:00 A.M.

Special Meeting-May 28, 2013 8:30 A.M.

Orientation Session-June 4, 2013 6:00 P.M.

MINUTES OF A REGULAR MEETING  
TOWN OF RANCHO VIEJO  
MAY 14, 2013

A Regular Meeting of the Board of Aldermen of the Town of Rancho Viejo, Texas was held on May 14, 2013, 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 6:00 P.M. Roll call was made by Isabel Perales, Assistant Town Secretary. Members present at the meeting were:

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

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

Those present in the audience were:

Lourdes G. Medrano	Glenn McGehee
Arnulfo Montano	Lydia Montano
Kaye Fullerton	Lorraine Jarreau
James Jarreau	Chuck Barlow
Cricket Barlow	Bill Stevenson
E. J. Chaney, M.D.	William H. Dorsett
Katia Cano	Arturo Garcia
Anthony De Ponce	Glenn Carr
Chief M. Cruz, Jr.	Dionel Ortiz
Ryan Waters	Mack Sterling
Raquel Hernandez	Roberto Hernandez
Dick Lindeman	Marilyn Lindeman
Prax Garcia	Kingsley Walsh
Javier Vera	Jeremy Sorelle
Luigi Cristiano	Angela Nix
Julio Trevino	Judy Kennedy
Star Jones	Juanita Alvarado
Dr. Antonio Juarez	

INVOCATION AND PLEDGE:

Mayor Medrano led the group in the invocation and pledge of allegiance to the American and Texas flags.

PUBLIC COMMENT:

Mr. Julio Trevino, Mrs. Angela Nix, Mrs. Lorraine Jarreau, Dr. Ernie Chaney, Mr. William Dorsett, Dr. Antonio Juarez, Mr. James Jarreau and Mrs. Star Jones commented on the lawsuit.

APPROVAL OF MINUTES:

Motion was made by Alderwoman Hager, seconded by Alderwoman Guerrero, and unanimously carried, that the Minutes of the Regular Meeting held on April 9, 2013 be approved as written.

PUBLIC HEARING TO CONSIDER A SPECIFIC USE PERMIT APPLICATION BY ARTURO GARCIA, RANCHO VIEJO PET CLUB, LLC, 3470 CARMEN AVENUE, RANCHO VIEJO, TEXAS FOR DOG BOARDING:

Mayor Medrano opened the public hearing. Alderwoman Rathbun explained that after the Specific Use Permit Ordinance was passed at the last board meeting, the Strategic Planning Committee reviewed and approved a specific use permit application by Mr. Arturo Garcia to board dogs and cats at the Rancho Viejo Pet Club, LLC located at 3470 Carmen Avenue. Mrs. Angela Nix and Mr. William Dorsett asked about how the business would benefit the Town and about health issues.

After everyone was given an opportunity to speak on the matter, motion was made by Alderwoman Guerrero, seconded by Alderwoman Carr, and unanimously carried, to close the public hearing.

CONSIDERATION, DISCUSSION AND ACTION ON A FINAL RECOMMENDATION TO THE BOARD OF ALDERMEN ON A SPECIFIC USE PERMIT APPLICATION BY ARTURO GARCIA, RANCHO VIEJO PET CLUB, LLC, 3470 CARMEN AVENUE, RANCHO VIEJO, TEXAS FOR DOG BOARDING:

The Planning and Zoning Commission, at their May 6, 2013 meeting, made a unanimous final recommendation to the Board of Aldermen to approve the dog and cat boarding specific use permit application.

Motion was made by Alderwoman Rathbun, seconded by Alderwoman Guerrero, and unanimously carried, to approve the specific use permit application by Mr. Arturo Garcia, Rancho Viejo Pet Club, LLC, 3470 Carmen Avenue, Rancho Viejo, Texas for dog and cat boarding, with the following amendments: (1) that the pet owner provide proof of state required vaccinations prior to boarding, and (2) that at the six month and one year anniversary, and thereafter as needed or at least once a year, an inspection be conducted for cleanliness.

PUBLIC HEARING TO CONSIDER AN ORDINANCE OF THE TOWN OF RANCHO VIEJO, TEXAS AMENDING THE COMPREHENSIVE ZONING ORDINANCE, ESTABLISHING MULTI FAMILY COMPLEX PRIVACY WALL PROVISION, PROVIDING FOR AN EFFECTIVE DATE, AND PUBLICATION IN CAPTION FORM:

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The public hearing was opened by Mayor Medrano, and Alderwoman Rathbun noted the Strategic Planning Committee had developed an ordinance to establish a privacy wall provision for multi family complexes.

After everyone was given an opportunity to speak on the matter, motion was made by Alderwoman Hager, seconded by Alderwoman Carr, and unanimously carried, to close the public hearing.

CONSIDERATION, DISCUSSION AND ACTION ON FINAL RECOMMENDATION TO THE BOARD OF ALDERMEN ON ORDINANCE OF THE TOWN OF RANCHO VIEJO, TEXAS AMENDING THE COMPREHENSIVE ZONING ORDINANCE, ESTABLISHING MULTI FAMILY COMPLEX PRIVACY WALL PROVISION, PROVIDING FOR AN EFFECTIVE DATE, AND PUBLICATION IN CAPTION FORM:

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The Planning and Zoning Commission, at their May 6, 2013 meeting, made a unanimous final recommendation to the Board of Aldermen to enact this ordinance. Motion was made by Alderwoman Truan, seconded by Alderwoman Carr, and unanimously carried, to pass, adopt, and approve ORDINANCE NO. 207 - ORDINANCE OF THE TOWN OF RANCHO VIEJO, TEXAS AMENDING THE COMPREHENSIVE ZONING ORDINANCE, ESTABLISHING MULTI FAMILY COMPLEX PRIVACY WALL PROVISION, PROVIDING FOR AN EFFECTIVE DATE, AND PUBLICATION IN CAPTION FORM.

CONSIDERATION/ACTION ON RESOLUTION OF THE TOWN OF RANCHO VIEJO, TEXAS AUTHORIZING REVIEW OF TEXAS GAS SERVICE COMPANY'S ("TGS") COST OF SERVICE ADJUSTMENT ("COSA") TARIFF; APPROVING OF A JOINT REVIEW OF TGS' APPLICATION ALONG WITH OTHER CITIES SERVED BY TGS; HIRING LEGAL AND CONSULTING SERVICES TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; REQUIRING TGS TO REIMBURSE ALL REASONABLE COSTS ASSOCIATED WITH CITIES' EFFORTS IN THIS RATEMAKING EFFORT; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL:

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Motion was made by Alderwoman Carr, seconded by Alderwoman Hager, and unanimously carried, to pass, adopt and approve RESOLUTION NO. 255 - A RESOLUTION OF THE TOWN OF RANCHO VIEJO, TEXAS AUTHORIZING REVIEW OF TEXAS GAS SERVICE COMPANY'S ("TGS") COST OF SERVICE ADJUSTMENT ("COSA") TARIFF; APPROVING OF A JOINT REVIEW OF TGS' APPLICATION ALONG WITH OTHER CITIES SERVED BY TGS; HIRING LEGAL AND CONSULTING SERVICES TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; REQUIRING TGS TO REIMBURSE ALL REASONABLE COSTS ASSOCIATED WITH CITIES' EFFORTS IN THIS RATEMAKING EFFORT; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

ANNOUNCEMENT OF OPERATION STONEGARDEN GRANT TO RANCHO VIEJO POLICE DEPARTMENT:

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Chief Cruz announced that the Rancho Viejo Police Department has been awarded a grant in conjunction with the Cameron County Sheriff's Department that allows local law enforcement agencies to participate in certain border security operations. The official paperwork will be submitted for Board approval at the next meeting.

PROCLAMATIONS:

Mayor Medrano presented a plaque to Mr. and Mrs. Richard Lindeman in recognition of their outstanding attendance and civic participation at Town Hall meetings. Mayor Medrano also recognized Mr. Mack Sterling and Mr. Richard Lewis for their attendance. Their plaques will be delivered to them as they were not present at this particular time.

May 14, 2013

Page 5

Mr. Anthony De Ponce was also given a plaque in recognition of his generosity for beautification projects in Rancho Viejo and support of the administrative staff and police officers.

Alderwoman Hager then recognized Mayor Roberto Medrano with a plaque expressing appreciation for his years of service as the Mayor and also as an Alderman of Rancho Viejo.

PUBLIC COMMENT:

Mr. Glenn McGehee commended Mayor Medrano for a tremendous job in his years of service.

EXECUTIVE SESSION PURSUANT TO TEXAS GOVERNMENT CODE SECTION 551.071 TO SEEK THE ADVICE OF THE TOWN'S ATTORNEY ABOUT LITIGATION:

Motion was made by Alderwoman Carr, seconded by Alderwoman Guerrero, and unanimously carried, to go into Executive Session at 6:54 P.M.

Motion was made by Alderwoman Guerrero, seconded by Alderwoman Truan, and unanimously carried, to reconvene at 7:53 P.M.

ADJOURNMENT:

Motion was made by Alderwoman Guerrero, seconded by Alderwoman Truan, and unanimously carried, to adjourn the meeting at 7:56 P.M.

BY: \_\_\_\_\_  
Cheryl J. Kretz, Town Secretary

APPROVED: \_\_\_\_\_  
Roberto Medrano, Mayor

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

MINUTES OF A SPECIAL MEETING  
TOWN OF RANCHO VIEJO  
MAY 17, 2013

A Special Meeting of the Board of Aldermen of the Town of Rancho Viejo, Texas was held on May 17, 2013, 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 10:00 A.M. Roll call was made by Isabel Perales, Assistant Town Secretary. Members present at the meeting were:

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

A quorum was present at the meeting.

Mr. David Irwin, legal counsel, was present. Town Administrator Cheryl J. Kretz was also present at the meeting.

Those present in the audience were:

Arnulfo Montano	Lydia Montano
Laura Partridge	Rick Campos
Rolando Olvera	Amy Tygrett
Liz Ormes	

ADMINISTER OATH OF OFFICE AND INSTALLATION OF ELECTED OFFICIALS:

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Mayor Medrano thanked the board members, the public and the town staff for their support during his years of service as Mayor.

He then handed out the Certificates of Election to the newly elected officials.

Judge Rolando Olvera administered the Oath of Office to Jean Hager as Mayor and to Bitty Truan and Javier Vera as Aldermen.

Each board member gave a short statement about their views going forward for Rancho Viejo.

May 17, 2013

Page 2

ADJOURNMENT:

Motion was made by Alderwoman Guerrero, seconded by Alderwoman Carr, and unanimously carried, to adjourn the meeting at 10:14 A.M.

BY: \_\_\_\_\_  
Cheryl J. Kretz, Town Secretary

APPROVED: \_\_\_\_\_  
Jean Hager, Mayor

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



MINUTES OF A SPECIAL MEETING  
TOWN OF RANCHO VIEJO  
MAY 28, 2013

A Special Meeting of the Board of Aldermen of the Town of Rancho Viejo, Texas was held on May 28, 2013, 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 Jean Hager at 8:30 A.M. Roll call was made by Isabel Perales, Assistant Town Secretary. Members present at the meeting were:

Mrs. Lupita Carr  
Mrs. Bitty Truan  
Mr. Javier Vera

Mrs. Cyndie Rathbun was absent.

A quorum was present at the meeting.

Mrs. Maribel Guerrero arrived at 8:39 A.M.

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

Those present in the audience were:

Kaye Fullerton	Julio Trevino
Angela Nix	Cricket Barlow
James Jarreau	Lorraine Jarreau
E. J. Chaney, M.D.	Tomas Castella
Xavier Montemayor	Kelly Cuff
Bridget Neubauer	Rich Reifenheiser
Star Jones	

EXECUTIVE SESSION PURSUANT TO TEXAS GOVERNMENT CODE SECTION 551.071 TO SEEK THE ADVICE OF THE TOWN'S ATTORNEY ABOUT LITIGATION:

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Motion was made by Alderwoman Truan, seconded by Alderman Vera, and unanimously carried, to go into Executive Session pursuant to Texas Government Code Section 551.071 to seek the advice of the Town's Attorney about litigation at 8:32 A.M.

Mrs. Angela Nix stated that there was an intervention filed in the lawsuit on behalf of residents and wanted Mr. Rentfro to receive a copy of it so that he may be fully informed of the views of some residents. Mr. Renfto said to submit the paperwork when it arrives.

May 28, 2013

Page 2

The meeting was reconvened at 9:47 A.M.

ADJOURNMENT:

Motion was made by Alderwoman Carr, seconded by Alderwoman Guerrero, and unanimously carried, to adjourn the meeting at 9:47 A.M.

BY: \_\_\_\_\_  
Cheryl J. Kretz, Town Secretary

APPROVED: \_\_\_\_\_  
Jean Hager, Mayor

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

PUBLIC WORKSHOP  
TOWN OF RANCHO VIEJO  
ORIENTATION SESSION  
JUNE 4, 2013

An Orientation Session of the Board of Aldermen of the Town of Rancho Viejo, Texas was held on June 4, 2013, at 6:00 P.M., at the Town Municipal Office, 3301 Carmen Avenue, Rancho Viejo, Texas, the same being open to the public.

Mr. Daniel Rentfro, Jr., legal counsel, and Mr. David Irwin reviewed various aspects of being an elected official.

The session concluded at 7:45 P.M.

BY: \_\_\_\_\_  
Cheryl J. Kretz, Town Secretary

APPROVED: \_\_\_\_\_  
Jean Hager, Mayor

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

# Election of President Pro Tempore (Mayor Pro Tem)

Mayor Hager will recommend that Bitty  
Truan serve as Mayor Pro Tem.

Consideration/Reappointment  
of Metropolitan Planning  
Organization (MPO)  
Representative

Mayor Hager will recommend that Bitty  
Truan continue to serve as the MPO  
representative.

# Consideration/Reappointment of Member to the Strategic Planning Committee



Aldерwoman Rathbun to recommend John Ramirez be reappointed to the Strategic Planning Committee.

# Consideration/Reappointment of Members of Beautification Committee

Mayor Hager to recommend Gladys Cummins, Rosie Fruia, Maribel Guerrero and Tim Trapp be reappointed to the Beautification Committee.

# Consideration/Appointment of Member to Board of Adjustments and Appeals

Alderman Vera will recommend that  
Larry Berletch  
be appointed to the Board of  
Adjustments and Appeals.

# Consideration/Action on Extension of Contract with Building Inspector

Mayor Hager will recommend that the Board extend the contract of the current Building Inspector Brent Cannon.

## AGREEMENT FOR BUILDING INSPECTOR SERVICES

AGREEMENT made on June 11, 2013 at Rancho Viejo, Texas, between THE TOWN OF RANCHO VIEJO, TEXAS, a municipal corporation, located at 3301 Carmen Avenue, Rancho Viejo, Texas 78575 (the "Client") and Brent Cannon, of 920 Balboa, Rancho Viejo, Texas 78575, the "Consultant".

### **Recitals**

The Client is a Type A General Law Municipality, operating under the provisions of the Texas Local Government Code, and has its principal place of business at 3301 Carmen Avenue, Rancho Viejo, Texas 78575. The Client desires to engage the services of the Consultant, as an independent contractor and not as an employee, to fulfill the position of building inspector for the Client on the terms and conditions provided in this agreement.

The Consultant is the building construction profession properly qualified to practice in the State of Texas. Consultant desires to render professional building inspection services for the Client on the terms and conditions provided in this agreement.

THEREFORE, the Client engages the services of the Consultant. In consideration of the mutual promises contained in this contract, the parties agree as follows:

### **Term**

1. This agreement is for a period of one year, commencing on June 11, 2013. It is renewable annually at the discretion of the Board of Aldermen. It may be terminated by mutual agreement upon a 30 day written notice, or under the provisions of Article 8 below.

### **Services**

2. The services to be rendered by the Consultant to the Client consist of fulfilling the position of building inspector for the Client. Those services are more fully described in the job description attached here to as Exhibit "A", which is incorporated herein by reference and made a part of this contract as fully as if set forth herein.

### **Use of Agents or Assistants**

3. This job is personal to the Consultant, and he/she is not authorized to engage the services of any agents, assistants, persons, or corporations in its performance.

### **Equipment**

4. The Consultant will furnish all equipment that may be necessary to perform services required under this agreement.

### **Facilities**

5. The Client will furnish all facilities during normal business hours, for use by the consultant as may be required for preparing reports, copying and research.



### **Fee**

6. For services to be rendered under this agreement, the Consultant will be entitled to fees according to the fee schedule of Rancho Viejo.

### **Devotion of Time**

7. The Consultant will devote the time that is reasonably necessary for a satisfactory performance to the performance of Consultant's duties under this agreement. If the Client requires additional services not included under this agreement, the Consultant will make a reasonable effort to fit those additional services into Consultant's time schedule without decreasing the effectiveness of performance of duties required under this agreement. However, the availability of additional services is subject to the provisions for additional fees for additional services as discussed in Paragraph 5, above.

### **Termination**

8. This Agreement may be terminated by Client upon (1) a finding by a majority of the Board of Aldermen, after notice and an opportunity to be heard, that Consultant has been guilty of incompetence, corruption, misconduct, or malfeasance in office, (2) a vote of no confidence approved by two-thirds of the Board of Aldermen, or (3) as stated in Section 1 above.

### **Entire Agreement**

9. This agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting this subject matter.

### **Assignment**

10. Neither this agreement nor any duties or obligations may be assigned by the Consultant without the prior written consent of the Client. In the event of an assignment by the Consultant to which the Client has consented, the assignee or the assignees' legal representative must agree in writing with the Client to personally assume, perform, and be bound by all the provisions of this agreement.

### **Successors and Assigns**

11. Subject to the provisions regarding assignment, this agreement is binding on and inures to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

### **Attorney's Fees**

12. If any action at law or in equity is brought to enforce or interpret the provisions of this agreement, the prevailing party is entitled to reasonable attorney's fees in addition to any other relief to which it [he or she or it] may be entitled.

### **Governing Law**

13. This agreement, and the rights and duties of the parties under it, are governed by the laws of the State of Texas.

**Amendment**

14. This agreement may be amended by the mutual agreement of the parties to it, in a writing to be attached to and incorporated in this agreement.

**Legal Construction**

15. In the event that any one or more of the provisions contained in this agreement is for any reason be held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provisions, and the agreement will be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

Executed at Rancho Viejo, Texas, on June 11, 2013.

By: \_\_\_\_\_  
Brent Cannon

Town of Rancho Viejo

By: \_\_\_\_\_  
Jean Hager, Mayor

**Position Title: BUILDING OFFICIAL**

**Reports to:** Mayor

**Job Summary:** The Building Official is responsible for building, planning, mechanical, and plumbing code inspection, and compliance work, and enforcement of the International Residential Code, and other codebooks, including any Town ordinances. The Building Official evaluates construction plans, associated reports, and permit applications to ensure compliance with all related city, state, and national construction codes, ordinances and regulations. The position may be filled as a part-time employee, or via contract, at the agreement of the Town and the employee.

**Duties and Responsibilities/Essential Functions:**

- ❖ Review plans, drawings and specifications for conformance with building, plumbing and mechanical codes and Town ordinances.
- ❖ Prepare list of items to be corrected prior to issuance of building permits.
- ❖ Conduct building inspections during various stages of construction and remodeling, to ensure compliance with current applicable codes, ordinances, and regulations. Please reference Rancho Viejo Code of Ordinances, Building Ordinance, Chapter 14.
- ❖ Conduct inspections of swimming pools at construction sites for compliance with regulations.
- ❖ Maintain or oversee and monitor the maintenance of files regarding inspection and plan check activities and findings.
- ❖ Perform code enforcement activities of the building ordinances of Rancho Viejo.
- ❖ Advise by written report or oral presentation the Board of Aldermen, the Planning and Zoning Commission, and the Building Committee on non-compliance related to building standards and code enforcement.

- ❖ Investigate citizen complaints involving building, nuisance, health and life-safety issues, and construction site maintenance; work with Town Administrator and Mayor to resolve issues.
- ❖ Perform related duties as required.

**Education (Certification) and Experience:**

- ❖ High school diploma or equivalent.
- ❖ Valid Texas driver's license.
- ❖ Background in and knowledge of various codes and regulations.
- ❖ Five years minimum experience in building construction and reading construction plans.
- ❖ Preferably hold a license as a Professional Inspector from the Texas Real Estate Commission, or obtain such license within one year after employment.

**Qualifications:**

While requirements may be representative of minimum levels of knowledge, skills and abilities, to perform this job successfully, the incumbent will possess the ability to perform each duty proficiently, including:

- Knowledge of:
  - Applicable federal, state, and local laws, codes, ordinances, regulations, policies and procedures related to plan review, building inspection, and code enforcement.
  - Building construction, materials, and methods.
  - Principles and techniques of building inspection and plans examining work.

- Ability to:
  - Meet and deal effectively with various officials and agencies, as well as with the public, contractors, developers, and co-workers.
  - Deal with the public courteously, tactfully, and professionally.
  - Prepare reports, letters, and other documents.
  - Interpret and apply pertinent federal, state and local laws, codes, and regulations.
  - Read and interpret complex plans, specifications and building codes.
  - Apply technical knowledge and follow proper inspection techniques to examine workmanship and materials and detect deviations from plans, regulations and standard construction practices.
  - Enforce regulations with firmness and tact.
  - Understand and follow oral and written instructions.
  - Respect the confidentiality of all files and records pertaining to applicants.
- Other Skills
  - The possession of tact, integrity and common sense.
  - Excellent communication and administrative skills.
  - Ability to work both independently and as part of a team.

## **WORKING CONDITIONS**

Work is performed indoors and outdoors. Work is performed in office and field environments and requires travel to a variety of locations to perform work. Hazardous areas may be routinely encountered, including but not limited to construction hazards, open trenches, traffic and specialized equipment. Protective clothing may be required for completion of some job requirements, including safety equipment, hard hats and/or other protective equipment.

## **PHYSICAL REQUIREMENTS:**

The Building Official must have the overall stamina and ability to perform moderate to strenuous physical activity, including the ability to stand or walk for long periods of time, tolerating South Texas heat and elements, traversing rough terrain, working at heights or on scaffolding, and lifting or carrying up to 50 pounds. Job requirements may include the ability to climb, bend and work in tight or confined spaces. The work also involves indoor work involving a computer, and reviewing plans and code books that require the job holder to sit for long periods of time.

## **CONTACTS AND RELATIONSHIPS**

The Building Official is responsible for the inspection of new construction, alterations, or repair of residential and commercial structures to ensure compliance with city ordinances and uniform codes. Work involves coordination with members of the Town staff, as well as considerable contact with private citizens, contractors, builders, and others where firmness, tact, discretion within existing guidelines, and diplomacy are required to secure cooperation and compliance.

Supervision of this position is occasional, consisting of meeting with the Mayor and Town Administrator to discuss policy directives, priorities, tasks, and review of work.

INSPECTION FEES

<u>GENERAL</u>	
Foundation concrete/rebar	\$10-40
Needs Form Survey at Town Hall	
Framing and Roof	10-40
Insulation	30
Concrete flat work -	
Driveway & pipe - sidewalk	20
Building Final and C.O.	10-40
<u>PLUMBING</u>	
In-ground rough in	10-50
Sewer Tie-in and Water	30
Final	10-50
<u>ELECTRICAL</u>	
Temporary power	15
Rough-in	10-40
Working Clearance	25
Final	10-50
<u>HVAC</u>	
Rough-In & Duct work	10-25
Final	10-40
<u>Roofing</u>	
Check material	10
Final	10-30
<u>Walls and Fences</u>	
Beginning	15
Final	15
<u>Retaining Walls and Docks</u>	
Beginning	20
Final	20
<u>Swimming Pool</u>	
Initial	15
Bonding and Rebar	20 (2)
Final	20
Gas Line	20
Propane Tank	20
Sprinkler	20

Gazebo	10
Mailbox	10
Red Tags	20
Stop Work	50
\$5.00 per permit issued	
Plus Mileage	



# Review/Approval of Investment Policy

## INVESTMENT POLICY

It will be the policy of the town of Rancho Viejo Texas to invest only in the items listed below. Safety of principal is the main concern in the investment funds. Liquidity to meet reasonably anticipated operating requirements of the Town will be maintained.

1. Bank checking, savings and certificates of deposit secured by the pledge of U.S. Government and/or municipal securities of the kind and value as prescribed in Chapter 105 of the local Government Code, Revised Civil Statutes of Texas. Such Pledge of security shall be made and maintained in accordance with and subject to the provisions of said Chapter 105.
2. United States Treasury bills, notes and bonds backed by the full faith and credit of the United States Government. Such securities will be purchased on a delivery – versus – payment basis and will be held in safekeeping by a bank with whom the Town has a depository contract.

The maturity of all investments will be less than one year.

Depository contracts for bank deposits will be approved by the Board of Aldermen.

Individual investments other than bank deposits will be authorized jointly by the Town Mayor and Town Administrator in written form.

## PROCEDURES TO COMPLY WITH THE PUBLIC FUNDS INVESTMENT ACT

1. A copy of the investment policy adopted December 12, 1995 will be provided to institutions authorized to provide investment services. The institutions must provide certification of having read the investment policy. The only institution at this time is International Bank of Commerce.
2. The investment officer is the Town Administrator/Secretary and he/she must attend at least one training session relating to his responsibilities under the Public Funds Investment Act.
3. A current audited financial statement will be kept on file of International Bank of Commerce and will be reviewed by the Mayor.
4. The annual internal control review will be conducted by Long Chilton, LLP.
5. The monthly financial statements will include a breakdown of the investments of the Town.

Consideration/Approval of  
Resolution of the Board of  
Aldermen of the Town of  
Rancho Viejo, Texas  
Authorizing the Continuation of  
Bank Accounts and Depository  
Heretofore Establishing and  
Authorizing Certain Persons to  
Sign Checks and other  
Necessary Transactions for  
Same

RESOLUTION NO.

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE TOWN OF RANCHO VIEJO, TEXAS, AUTHORIZING THE CONTINUATION OF BANK ACCOUNTS AND DEPOSITORY HERETOFORE ESTABLISHED AND AUTHORIZING CERTAIN PERSONS TO SIGN CHECKS AND OTHER NECESSARY TRANSACTIONS FOR SAME

WHEREAS, it is necessary that accounts be maintained at International Bank of Commerce for the payment of expenses of the Town and the deposit of monies received; and

WHEREAS, it is necessary that certain persons be authorized to sign checks for the withdrawal of funds from said accounts;

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

Section 1. Required on all transactions shall be two signatures, one of these to be a primary signer which is the Town Administrator or Mayor. Secondary signers are any one of the other aldermen of the Town of Rancho Viejo.

Section 2. Required for entry to any safety deposit boxes shall be two signatures, one of these to be a primary signer which is the Town Administrator or Mayor. Secondary signers are any one of the other aldermen of the Town of Rancho Viejo.

Section 3. This resolution shall become effective June 11, 2013.

Jean Hager, Mayor

Lupita Cervantes-Carr, Alderman

Maribel B. Guerrero, Alderman

Cynthia Rathbun, Alderman

Bitty Truan, Alderman

Javier Vera, Alderman

Cheryl J. Kretz, Town Administrator

PASSED, ADOPTED AND APPROVED by the Board of Aldermen of  
the Town of Rancho Viejo on this the 11<sup>th</sup> day of June, 2013.

Jean Hager  
Mayor

ATTEST:

Cheryl J. Kretz  
Town Administrator

# Consideration/Authorization To Advertise for Bids for Solid Waste Collection and Brush Removal

Consideration/Action on  
Stonegarden Grant - Interlocal  
Cooperation Agreement  
Between County of Cameron,  
Texas and the City of Los  
Fresnos, the City of South  
Padre Island, the City of Port  
Isabel, the City of La Feria, the  
Town of Rancho Viejo, and the  
City of San Benito



STATE OF TEXAS

COUNTY OF CAMERON

INTERLOCAL COOPERATION AGREEMENT BETWEEN  
COUNTY OF CAMERON, TEXAS AND THE CITY OF LOS FRESNOS,  
THE CITY OF SOUTH PADRE ISLAND, THE CITY OF PORT ISABEL,  
THE CITY OF LA FERIA, THE TOWN OF RANCHO VIEJO,  
AND THE CITY OF SAN BENITO

This Agreement is made and entered into this 6th day of June, 2013, by and between the County of Cameron, a political subdivision of the State of Texas and the City of Los Fresnos, the City of South Padre Island, the City of Port Isabel, the City of La Feria, the Town of Rancho Viejo, and the City of San Benito, hereinafter all collectively referred to as "Cities" pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, the County was awarded the Operation Stonegarden grant hereinafter referred to as "Grant" in the amount of Nine Hundred and Fifty Thousand Dollars and no/100ths (\$950,000.00) from the U.S. Department of Homeland Security ("DHS") with CFDA# 97.067 through the State of Texas Governor's Division of Emergency Management (AGDEM) and the Texas Department of Public Safety (ATXDPS), of which certain funds are intended to be subcontracted to various local police departments including City's police department;

WHEREAS, the purpose of the Grant is to assist counties along the United States borders to enhance law enforcement preparedness and operational readiness among regional law enforcement agencies in a joint mission to secure the borders;

WHEREAS, the Grant allows local law enforcement agencies to use funds for certain law enforcement operating expenses while participating in border security operations approved by DHS;

WHEREAS, the Grant requires the County, as the grant recipient, to comply with certain terms and conditions more particularly described in Exhibit AA@ attached hereto and titled, ATexas Department of Public Safety 2012 Sub-Recipient Agreement for Cameron County,@ dated September 1, 2012, and further requires any sub-recipient accepting funding from the Grant through a subcontract or agreement to also comply with certain provisions of the terms and conditions stated in the attached Exhibit AA@;

WHEREAS, Cities desire to carry out DHS eligible activities as described in the Statement of Work attached hereto as Exhibit AB@;

WHEREAS, the County proposes to contract with the Cities in order that the eligible activities described in Exhibit AB@ can be carried out for the benefit of the residents of the County and the Cities.

NOW THEREFORE, the County and the Cities in consideration of the mutual covenants expressed hereinafter, agree as follows:

## SECTION I RULES AND REGULATIONS

The Cities agree to cooperate with the County in respect to the implementation of the Grant within its jurisdiction and as supported under Public Law 110-161, Department of Homeland Security Appropriation Act of 2008.

## SECTION II DEBARMENT/SUSPENSION CERTIFICATION

The Cities certify that the Cities and its contractors/vendors associated with this Agreement are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency and do not appear in the Excluded Parties List System found at <http://www.epls.gov>.

### SECTION III

#### TERMS AND CONDITIONS AND STATEMENT OF WORK

The Cities represent that they have read and understood the Sub-Recipient Agreement between the County and the TxDPS attached hereto as Exhibit AA@ and as a condition of participating in the Grant, the Cities agree to comply with all terms and conditions required of entities accepting funds through an agreement and the Cities further agree to perform services as outlined in the Statement of Work (Exhibit AB@) for and in consideration of reimbursement from the County in an amount not to exceed the amounts listed for each City on Exhibit AC@.

The Cities agree to notify the County in writing and obtain from the County written approval, prior to any proposed changes, delays or departures from the Statement of Work (Exhibit AB@) and/or the reimbursement limits as stated in See Exhibit AC@.

The County shall not be liable for costs incurred or performances rendered by the Cities before commencement of this Agreement or after termination of this Agreement and shall only be responsible for reimbursement for services as described in the Statement of Work (Exhibit "B") and for reimbursement in the amounts as listed for each City in Exhibit "C".

### SECTION IV

#### RECORDS AND REPORTS

The Cities agree to establish and maintain all necessary records and reports that may be necessary for reimbursement from the County of Grant funds, including but not limited to the Cost Reimbursement Form (See Exhibit AD@) and Activity Log (See Exhibit AE@).

The Cities understand that it is solely the Cities= responsibility to keep all records and reports pertaining to Grant activity within their municipalities in a manner acceptable to the County. Failure to maintain records and reports may result in forfeiture of that particular City=s designated Grant funds.

#### SECTION V MONITORING VISITS

Cities agree to allow County to conduct on-site monitoring visits to assure compliance with applicable federal requirements, terms and conditions, and adequacy of timeliness of performance by Cities and if those performance goals are being achieved, if applicable. Cities shall give Homeland Security, GDEM, TxDPS, the Comptroller General of the United States, County, County Auditor, and any of their duly authorized representatives, unobstructed and full access to and the right to examine all books, accounts, records, reports, files, and other papers, things or property belonging to or in use by Cities pertaining to this Agreement.

#### SECTION VI PAYMENT REQUESTS

Cities agree to submit to the County Auditor=s Office, a properly completed SSA/Division of Emergency Management Cost Reimbursement Request (See Exhibit AD@) and all supporting documentation, including but not limited to General Ledger Reports, Payroll Distribution Reports, Time Sheets, Activity Logs (See Exhibit AE@), Copies of Invoices, and other related information whether or not requested by County on a monthly basis no later than

the 15<sup>th</sup> of each month for the previous month. Each Cost Reimbursement Request shall be completed in the instructions included in the attached Exhibit AD@.

Cities and County agree that all unused Grant funds at the end or termination of this Agreement will be reallocated or reprogrammed by County.

## SECTION VII AUDIT REQUIREMENTS

Cities agree to comply with the applicable requirements and standards as set forth in OMB Circular A-133, Audits of States, Local Governments and Non-Profit organizations.

If a City expends Five Hundred Thousand Dollars, (\$500,000.00) or more in federal grant funds in the calendar year, City must, within nine (9) months from the end of the calendar year, supply County with an audit of revenues and expenditures conducted by a certified public accountant. If the City expends less than \$500,000.00 in federal grant funds in a calendar year, then it is exempt from the OMB Circular A-133 audit requirements for that year; however, records must be available for review or audit by appropriate officials of the federal agency, the General Accounting Office and County. If a City is exempt, City will provide to County a copy of City's Financial Statements for the most recent fiscal year ended.

City must complete and provide to County a completed Exhibit "F" on or before nine months following the calendar year. If applicable, City agrees to cooperate with the County relating to any inquiries regarding audits and City acknowledges that a Financial Audit shall be provided to County at the expense of the City. Audit information shall be available to County staff, and any and all applicable federal agencies.

## SECTION VIII SUSPENSION AND TERMINATION

Cities understand that this Agreement may be suspended or terminated if Cities materially fail to comply with the provisions of this Agreement or the provisions so listed in attached Exhibits AA@ through "F".

If a particular City fails to fulfill in a timely and proper manner its obligations under this Agreement, or violates any of the Agreements or stipulations of this Agreement, then the County shall provide that particular City written notification of such non-performance. Such non-performance may be the basis for immediate termination of this Agreement. Should any breach by a City of this Agreement relate to a violation of federal law or regulation that results in GDEM (TxDPS) or Homeland Security demanding reimbursement from the County or the City or its successor, the County will terminate Agreement and seek reimbursement of all funds from the City. City shall not be relieved of the liability to the County for damages sustained by the County by virtue of any breach of this Agreement by City and County may withhold any payments to City for violations of state, local or federal regulations. Should the County become aware of any activity by City, which would jeopardize the County=s position with Homeland Security, GDEM, (TxDPS) or any other state or federal agency, or which would cause a payback of federal funds, than the County may take appropriate action including injunctive relief against City to prevent the transaction as aforesaid. The failure of the County to exercise any right shall in no way constitute a waiver by the County to otherwise demand payment or seek any other relief in law or in equity to which it may be justly entitled.

It is expressly agreed that this Agreement may not be amended except in writing upon the joint action of the governing bodies of both the County and Cities.

## SECTION IX

### ASSETS

Cities shall not purchase any asset unless so permitted by the County and such procurement shall be done in the form and manner so required by the County. The

requirements for real and personal property acquired with federal awards are contained in the Common rule of the Office of management and Budget (OMB) Circular A-102, "Grants and Cooperative Agreements with State and Local Governments." The Common Rule of OMB Circular A-102 has been adopted by reference in the Uniform Grant Management Standards (UGMS). Recipients and sub-recipients of federal pass-through and other funds from state agencies are subject to the requirements of UGMS.

GMS requires grant recipients and sub-recipients to maintain property records, perform a physical inventory at least once every two years, reconcile results of the physical inventory to property records, safeguard the property, maintain the property, and use proper sales procedures to ensure the highest possible return.

To comply with the federal and state requirements regarding property records, City is required to keep a separate inventory list of property acquired with grant funds. This inventory list should include a description of the property, a serial number or other identification number, the source of property, name of title holder, the acquisition date, cost of the property, percentage of federal or state participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property (Exhibit "F").

The disposition of any asset improved or acquired in part or in whole with Grant funds by the City during the Grant period or after expiration of the Grant period, must have prior written approval of the County and County shall be reimbursed for the asset, if sold, in the full amount of the fair market value of the disposed asset. Upon such reimbursement to the County, the City shall become the owner of such asset purchased or acquired through the Grant funds and shall be responsible for the care, maintenance and repair of same. This reimbursement process shall also be applicable and in full force and effect for any asset which is no longer used for its intended Grant purpose by the City at any time during the Grant period or after expiration of the Grant period.

**SECTION X**  
**LIABILITY FOR DISALLOWED COSTS**

The Cities understand and agree that it shall be liable to County for any costs disallowed pursuant to financial and compliance audit(s) of the Cities' agreement funds. The Cities further understand and agree that reimbursement to County of such disallowed costs shall be paid by the Cities from funds that were not provided or otherwise made available to Cities pursuant to this Agreement or any other federal contract.

**SECTION XI**  
**INDEMNITY CLAUSE AND INSURANCE REQUIREMENT**

Cities agree to hold harmless the County its elected officials, officers, employees, consultants, or agents and to indemnify County=s elected officials, employees, consultants or agents and to defend County against any and all claims brought against County by elected officials, officers, employees, or agents of Cities or brought by any third person arising in any manner directly or indirectly from Cities' programs, activities or events conducted pursuant to this Agreement.

Cities shall acquire, maintain and furnish to County a Certificate of Insurance as proof that it has secured and paid for policies of public liability and automobile insurance to cover all operations and services under this Agreement with limits of not less than \$300,000.00 per occurrence, \$300,000.00 aggregate, covering all risks incident to or in connection with the execution, performance, attempted performance or non-performance of this Agreement. This requirement shall be to meet Cities' duty of indemnification under this paragraph.

**SECTION XII**  
**PROCUREMENT**



Cities agree to conform to their own applicable purchasing laws, regulations, employment policies and procedures with respect to any purchases or employment in relation to the Grant and/or this Agreement.

### SECTION XIII

#### CONFLICT OF INTEREST

Cities covenant that neither its elected officials, officers, employees, consultants, nor agents who exercise influence on the decision-making process presently have or will have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities funded by the Grant. Cities agree that all elected officials, officers, employees, consultants or agents shall comply fully with the requirements of Texas Local Government Code Chapter 171.

Cities agree that no person who is an elected official, officer, employee, consultant, or agent of the Cities' organization or the County's organization shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities so listed in the attached Exhibit AA@ during the Grant period or for a period of one (1) year thereafter.

Cities are responsible for repayment of funds associated with any conflict of interest that may occur either knowingly or unknowingly.

### SECTION XIV

#### MISCELLANEOUS PROVISIONS

**Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected



If to Cities:

City of Los Fresnos  
200 N. Brazil Street  
Los Fresnos, Texas 78566

City of South Padre Island  
4601 Padre Blvd.  
South Padre Island, Texas 78597

City of Port Isabel  
110 W. Hickman  
Port Isabel, Texas 78578

City of La Feria  
115 E. Commercial Avenue  
La Feria, Texas 78559

City of San Benito  
401 North Sam Houston  
San Benito, Texas 78586

Town of Rancho Viejo  
3301 Carmen Avenue  
Rancho Viejo, Texas 78575

Each notice, demand, request or communication which shall be delivered to or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

**Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

**Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

**Assignment.** This Agreement shall not be assignable by the Cities. County may assign this Agreement without the consent of Cities.

**Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

**Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

**Authority to Execute.** The execution and performance of this Agreement by the County and the Cities have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the County and the Cities in accordance with its terms.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

CAMERON COUNTY

THE CITIES:

\_\_\_\_\_  
CARLOS H. CASCOS, CPA  
COUNTY JUDGE

\_\_\_\_\_  
MARK MILUM, CITY MANAGER  
CITY OF LOS FRESNOS

ATTESTED BY:

ATTESTED BY:

\_\_\_\_\_  
JOE G. RIVERA, COUNTY CLERK

\_\_\_\_\_  
PAM DENNY, CITY SECRETARY

\_\_\_\_\_  
JONI CLARKE, CITY MANAGER  
CITY OF SOUTH PADRE ISLAND

ATTESTED BY:

\_\_\_\_\_  
SUSAN HILL, CITY SECRETARY

\_\_\_\_\_

SIVESTRE GARCIA, MAYOR  
TOWN OF COMBES

ATTESTED BY:

---

AIDA GUTIERREZ, TOWN SECRETARY

---

JOE VEGA, MAYOR  
CITY OF PORT ISABEL

ATTESTED BY:

---

SUSIE ALCOGER, CITY SECRETARY

---

SUNNY K. PHILIP, CITY MANAGER  
CITY OF LA FERIA

ATTESTED BY:

---

OLGA OBERWETTER, CITY SECRETARY

---

JOE HERNANDEZ, MAYOR

CITY OF SAN BENITO

ATTESTED BY:

---

LUPITA PASSEMENT, CITY SECRETARY

---

JEAN HAGER, MAYOR  
TOWN OF RANCHO VIEJO

ATTESTED BY:

---

CHERYL J. KRETZ, CITY SECRETARY

# Consideration/Action on Purchase of Police Vehicle with Grant Funds



Consideration/Action on Resolution of the Town of Rancho Viejo Approving Cooperation with the Steering Committee of Cities Served by AEP TCC to Review AEP Texas Central Company's Requested Approval of an Adjustment to Its Energy Efficiency Cost Recovery Factor; Hiring Legal and Consulting Services to Negotiate with the Company and Direct Any Necessary Litigation and Appeals; Finding that the Meeting at which this Resolution is Passed is Open to the Public as Required by Law; Requiring Notice of this Resolution to Legal Counsel

RESOLUTION NO.

RESOLUTION OF THE TOWN OF RANCHO VIEJO APPROVING COOPERATION WITH THE STEERING COMMITTEE OF CITIES SERVED BY AEP TCC TO REVIEW AEP TEXAS CENTRAL COMPANY'S REQUESTED APPROVAL OF AN ADJUSTMENT TO ITS ENERGY EFFICIENCY COST RECOVERY FACTOR; HIRING LEGAL AND CONSULTING SERVICES TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO LEGAL COUNSEL.

WHEREAS, on or about May 31, 2013, AEP Texas Central Company ("TCC" or "Company"), pursuant to the Public Utility Regulatory Act ("PURA") § 39.905 and Public Utility Commission of Texas ("Commission" or "PUC") Substantive Rule § 25.181(f), filed with the Commission an application for a 2014 Energy Efficiency Cost Recovery Factor ("EECRF"), PUC Docket No. 41538; and

WHEREAS, the Town of Rancho Viejo will cooperate with similarly situated city members and other city participants located within the TCC service area in conducting a review of the Company's application and to hire and direct legal counsel and consultants and to prepare a common response and to negotiate with the Company and direct any necessary litigation; and

WHEREAS, working with the Steering Committee of Cities Served by AEP TCC ("Steering Committee") to review the rates charged by TCC allows members to accomplish more collectively than each city could do acting alone; and

WHEREAS, the Steering Committee has a history of participation in PUC dockets and projects, as well as court proceedings, affecting transmission and distribution utility rates in TCC's service area to protect the interests of municipalities and electric customers residing within municipal boundaries; and

WHEREAS, PURA § 33.023 provides that costs incurred by cities in ratemaking activities are to be reimbursed by the regulated utility.

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

1. That the Town is authorized to participate in the Steering Committee in Docket No. 41538.
2. That subject to the right to terminate employment at any time, the Town of Rancho Viejo hereby authorizes the hiring of the law firm of Lloyd Gosselink and consultants to negotiate with

the Company, make recommendations to the Town regarding reasonable rates, and to direct any necessary administrative proceedings or court litigation associated with an appeal of this application filed with the PUC.

3. That the Town's reasonable rate case expenses shall be reimbursed by TCC.

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

5. A copy of this Resolution shall be sent to Chris Brewster, Counsel to the Steering Committee, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

PASSED, ADOPTED AND APPROVED this the 11<sup>th</sup> day of June, 2013.

\_\_\_\_\_  
Jean Hager, Mayor

ATTEST:

\_\_\_\_\_  
Cheryl J. Kretz, Town Secretary

## MODEL STAFF REPORT

### PURPOSE

AEP Texas Central Company (“TCC” or “Company”) filed an application on or about May 31, 2013 with the Public Utility Commission of Texas (“PUC” or “Commission”), seeking to adjust its 2014 Energy Efficiency Cost Recovery Factor (“EECRF”). Pursuant to Commission rules, TCC is required to annually apply no later than June 1 of every year to adjust its EECRF in order to reflect changes in program costs and bonuses and to minimize any over- or under-collection of energy efficiency costs resulting from the use of the EECRF.

Last year in Docket No. 40359, the Commission authorized TCC to adjust its 2013 EECRF to recover \$7,593,766. In this filing, TCC is seeking to adjust its EECRF to collect \$9,492,842 for six components: (1) \$7,199,976 in projected 2014 energy efficiency program costs; (2) \$2,071,768 credit for over-recovery of energy efficiency revenues collected in 2012; (3) \$49,134 credit for the November 26, 2012 revision to the April 2012 Energy Efficiency Plan and Report filed in Project No. 40194; (4) \$3,840,680 for TCC’s performance bonus; (5) \$567,400 for evaluation, measurement, and verification (“EM&V”) costs for 2013 and 2014; and (6) \$5,688 for 2012 EECRF proceeding expenses incurred in Docket No. 40359.

The resolution authorizes the City to join with the Steering Committee of Cities Served by AEP TCC (“Steering Committee”) to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy, including settlement, to pursue.

### DISCUSSION

City groups have long participated in ratemaking proceedings before the PUC, the Courts, and the Legislature on electric utility regulation matters. Participation in a city group such as this Steering Committee allows cities to advocate for the public interest and accomplish more collectively than each city could on its own.

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

Section 1. This section authorizes the City to participate in the Steering Committee as a party in the Company’s EECRF filing, PUC Docket No. 41538.

Section 2. This section authorizes the hiring of Lloyd Gosselink and consultants to review the filing, negotiate with the Company, and make recommendations to the City regarding reasonable rates. Additionally, it authorizes the Steering Committee to direct any necessary administrative proceedings or court litigation associated with an appeal of this application filed with the PUC.

Section 3. The Company will reimburse the Steering Committee for its reasonable rate case expenses. Legal counsel and consultants of the Steering Committee will submit monthly invoices that will be forwarded to TCC for reimbursement. No individual city incurs liability for payment of rate case expenses by adopting this resolution.

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

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

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION OF THE CITY OF \_\_\_\_\_ APPROVING COOPERATION WITH THE STEERING COMMITTEE OF CITIES SERVED BY AEP TCC TO REVIEW AEP TEXAS CENTRAL COMPANY'S REQUESTED APPROVAL OF AN ADJUSTMENT TO ITS ENERGY EFFICIENCY COST RECOVERY FACTOR; HIRING LEGAL AND CONSULTING SERVICES TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO LEGAL COUNSEL.**

WHEREAS, on or about May 31, 2013, AEP Texas Central Company ("TCC" or "Company"), pursuant to the Public Utility Regulatory Act ("PURA") § 39.905 and Public Utility Commission of Texas ("Commission" or "PUC") Substantive Rule § 25.181(f), filed with the Commission an application for a 2014 Energy Efficiency Cost Recovery Factor ("EECRF"), PUC Docket No. 41538; and

WHEREAS, the City of \_\_\_\_\_ will cooperate with similarly situated city members and other city participants located within the TCC service area in conducting a review of the Company's application and to hire and direct legal counsel and consultants and to prepare a common response and to negotiate with the Company and direct any necessary litigation; and

WHEREAS, working with the Steering Committee of Cities Served by AEP TCC ("Steering Committee") to review the rates charged by TCC allows members to accomplish more collectively than each city could do acting alone; and

WHEREAS, the Steering Committee has a history of participation in PUC dockets and projects, as well as court proceedings, affecting transmission and distribution utility rates in TCC's service area to protect the interests of municipalities and electric customers residing within municipal boundaries; and

WHEREAS, PURA § 33.023 provides that costs incurred by cities in ratemaking activities are to be reimbursed by the regulated utility.

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF \_\_\_\_\_, TEXAS:

1. That the City is authorized to participate in the Steering Committee in Docket No. 41538.

2. That subject to the right to terminate employment at any time, the City of \_\_\_\_\_ hereby authorizes the hiring of the law firm of Lloyd Gosselink and consultants to negotiate with the Company, make recommendations to the City regarding reasonable rates, and to direct any necessary administrative proceedings or court litigation associated with an appeal of this application filed with the PUC.

3. That the City's reasonable rate case expenses shall be reimbursed by TCC.

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

5. A copy of this Resolution shall be sent to Chris Brewster, Counsel to the Steering Committee, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

PASSED AND APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Mayor, City of \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_

# Hurricane Preparedness



# Public Comment

Adjourn