TOWN OF RANCHO VIEJO TEXAS
3301 Carmen Ave.
Phone: (956)350-4093 Fax: (956)350-4156

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

MAY 20, 2014
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, May 20, 2014 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. Administer Oath of Office and Installation of Elected Officials

5. Public Comment

6. Approval of Minutes Regular Meeting – April 8, 2014

7. Review/Approval of Little Free Library

8. Review/Approval of Investment Policy

9. 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

10. Election of President Pro Tempore (Mayor Pro Tem)

11. Consideration/Reappointment of Metropolitan Planning Organization (MPO) Representative

12. Consideration/Reappointment of Chairman to the Strategic Planning Committee

13. Consideration/Appointment of Chairman to the Beautification Committee

14. Consideration/Appointment of Co-Chairmen to the Ad-Hoc Street Committee

15. Consideration/Reappointment of Chairman to the Ad-Hoc Health and Safety Committee

16. Consideration/Action on Resolution on Reappointment for Municipal Judge

17. Consideration/Ratify Agreement with Manuel Martinez for Animal Control

18. Public Hearing to Consider Final Recommendation of the Planning and Zoning Commission on a "Plan for a Replat" Request by Mr. Daniel G. Orive, Jr., agent for Mr. Alejandro Lopez, owner, 93 Pizarro, to obtain recommendation to the Board of Aldermen to approve the "Plan for a Replat" for Lots 93 and 95, Section 2, Rancho Viejo Subdivision, into one lot

19. Consideration, Discussion and Action on Final Recommendation to the Board of Aldermen on a "Plan for a Replat" Request by Mr. Daniel G. Orive, Jr., agent for Mr. Alejandro Lopez, owner, 93 Pizarro, to approve the "Plan for a Replat" for Lots 93 and 95, Section 2, Rancho Viejo Subdivision, into one lot

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

MAY 20, 2014
6:00 P.M

20. 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 TGS and Legal Counsel

21. 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

22. Public Comment

23. Executive Session: Pursuant to the following Section of the Texas Government Code: Section 551.074 to consider the appointment, employment, evaluation, or duties of a new Town Administrator, which includes but is not limited to interviewing applicants for the position of Town Administrator

24. Adjourn

Isabel Perales
Assistant Town Secretary

#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."

<u>And</u> 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 Administer Oath of Office and Installation of Elected Officials

Oaths of office to be administered at this time.

#5 Public Comment

#6 Approval of Minutes - Regular Meeting April 8, 2014

MINUTES OF A REGULAR MEETING
TOWN OF RANCHO VIEJO
APRIL 8, 2014

A Regular Meeting of the Board of Aldermen of the Town of Rancho Viejo, Texas was held on April 8, 2014, 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 6:00 P.M. Roll call was made by Isabel Perales, Assistant Town Secretary. Members present at the meeting were:

Mrs. Cyndie Rathbun
Mrs. Bitty Truan
Mr. Javier Vera

Mrs. Maribel Guerrero arrived at 6:14 P.M.

Those absent:
Mrs. Lupita Carr

A quorum was present at the meeting.

Also present at the meeting were Daniel Rentfro, Jr., Legal Counsel, and Cheryl J. Kretz, Town Administrator.

Those present in the audience were:

Russ St. Peter	David Irwin
Chief M. Cruz, Jr.	E. J. Chaney, M.D.

INVOCATION AND PLEDGE:

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

PUBLIC COMMENT:

Police Chief Manuel Cruz reviewed the March 2014 Police Report.

APPROVAL OF MINUTES - REGULAR MEETING MARCH 11, 2014, SPECIAL MEETING MARCH 18, 2014:

Motion was made by Alderwoman Truan, seconded by Alderwoman Rathbun, and unanimously carried, that the Minutes of a Regular Meeting held on March 11, 2014, be approved as written. Motion was made by Alderman Vera, seconded by Alderwoman Truan, an unanimously carried, that the Minutes of the Special Meeting held on March 18, 2014, be approved as written.

CONSIDERATION/ACTION ON REAPPOINTMENT OF MEMBER AND APPOINTMENT OF ALTERNATE MEMBER TO THE PLANNING AND ZONING COMMISSION:

After a recommendation from Mayor Hager, motion was made by Alderwoman Rathbun, seconded by Alderwoman Truan, and unanimously carried, to re-appoint John Champion as a member and to appoint Donald Colglazier as an alternate member to the Planning and Zoning Commission.

CONSIDERATION/APPROVAL TO DECLARE ONE 2002 CHEVROLET SILVERADO PICKUP (SEIZED VEHICLE THAT IS ASSET FORFEITURE) SURPLUS PROPERTY TO BE SOLD AND AUTHORIZE THE POLICE CHIEF/MAYOR TO ACCEPT THE HIGHEST OFFER:

Motion was made by Alderwoman Truan, seconded by Alderwoman Guerrero, and unanimously carried, to declare the 2002 Chevrolet Silverado Pickup (Seized Vehicle that is Asset Forfeiture) Surplus Property to be sold and authorize the Police Chief/Mayor to Accept the Highest Offer.

CONSIDERATION/ACTION TO RESCHEDULE MAY REGULAR MEETING:

Motion was made by Alderwoman Truan, seconded by Alderwoman Rathbun, and unanimously carried, to reschedule the May Regular Meeting for May 20, 2014.

PUBLIC COMMENT:

Mayor Hager announced this would be Cheryl J. Kretz, Town Administrator's last meeting. Mr. Russ St. Peter, gave an update on the Volunteer Fire Department. Alderwoman Guerrero gave an update on relocating palm trees to Town Hall and also gave an update on the Statement of Qualifications for Town Engineer to be finalized this week. Mayor Hager mentioned that they would be reviewing applications for the Town Administrator position, deadline to turn in applications will be May 1, 2014.

ADJOURNMENT:

Motion was made by Alderwoman Guerrero, seconded by Alderman Vera, and unanimously carried, to adjourn the meeting at 6:23 P.M.

BY: ______________________________

Isabel Perales, Assistant Town Secretary

APPROVED: ______________________________

Jean Hager, Mayor

DATE: ______________________________

#7 Review/Approval of Little Free Library

Proposal for Rancho Viejo Aldermen:

The Little Free Library is an international nonprofit organization that was originally developed for rural communities that did not have easy access to libraries.

It's a "take a book, leave a book" gathering place where neighbors share their favorite literature and stories. In its most basic form, a Little Free Library is a box full of books where anyone may stop by and pick up a book (or two) and bring back another book to share.

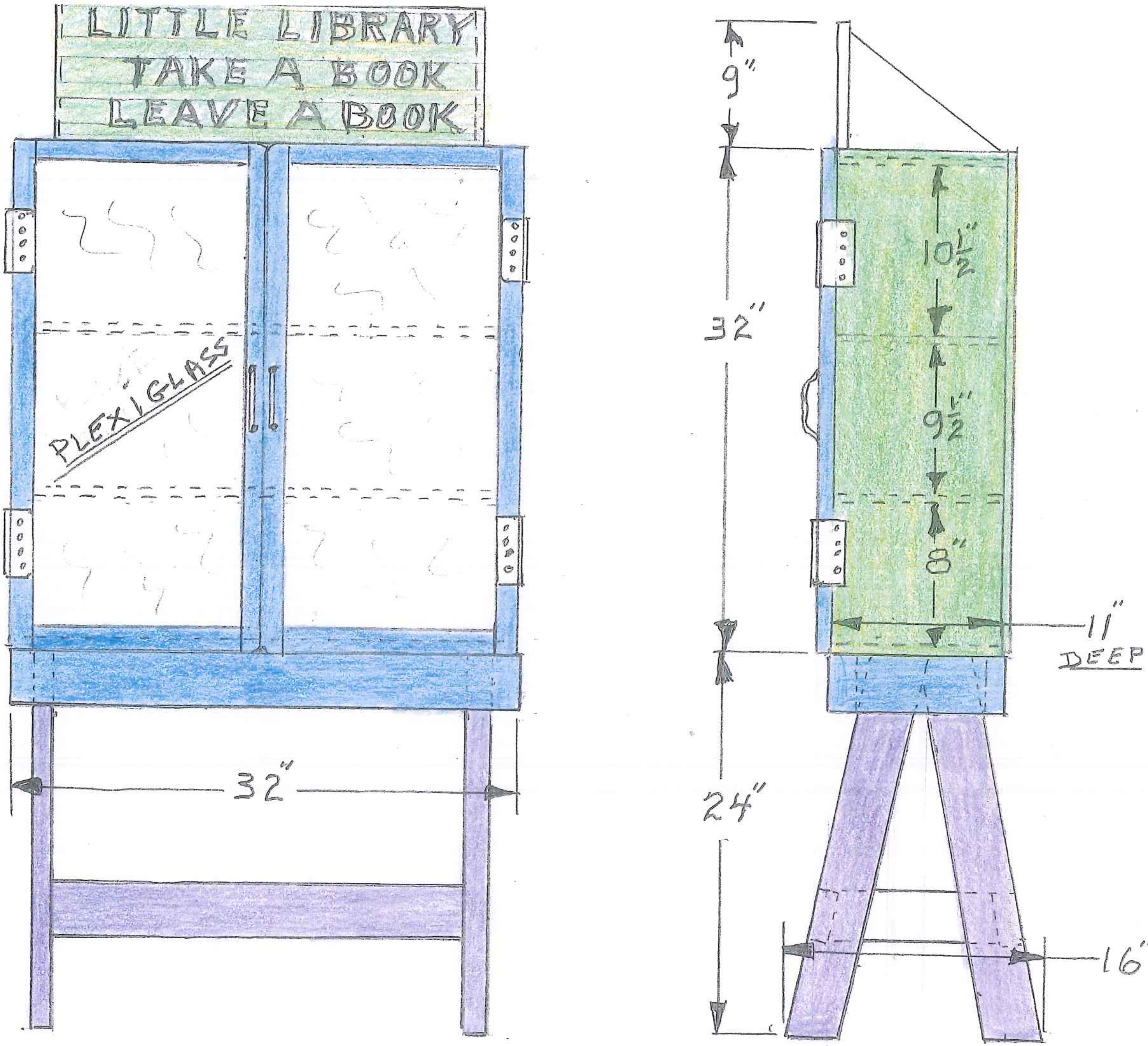
We would like to build and furnish a Take a Book, Leave a Book little library for Rancho Viejo. It would initially be filled with books for adults as well as children. We propose to install it on the walkway, under cover leading up to the front door of town hall.

Attached is a history of the Little Free Library. Although we can join their organization and have our library placed on a map on their website, we think it is better for our community if our library is solely for the use of Rancho Viejo residents.

When completed we will place an article in the Rancho Viejo newsletter to let residents know our site is ready and open for business!

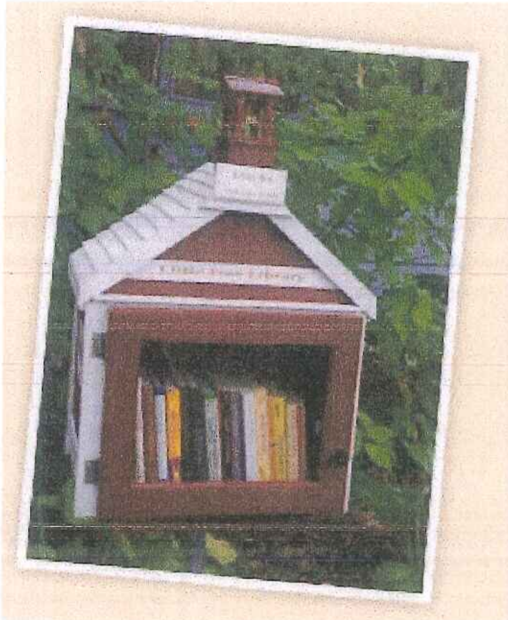
liz. & Duane Ormes

Attached: The History of Little Free Library
Design sketch of proposed library for Rancho Viejo


LITTLE LIBRARY
TAKE A BOOK
LEAVE A BOOK
PLEXIGLASS
32"
9"
32"
24"
10½"
9½"
8"
11" DEEP
16"

5/8/14

The History of Little Free Library



The very first *Little Free Library* built by Todd in honor of his mother.

The People Who Started the Movement

In the beginning—2009–Todd Bol of Hudson, Wisconsin, built a model of a one room schoolhouse as a tribute to his mother, a former school teacher who loved reading. He filled it with books and put it on a post in his front yard. His neighbors and friends loved it. He built several more and gave them away. Each one had a sign that said FREE BOOKS.

Rick Brooks, of the University of Wisconsin-Madison, saw Bol's do-it-yourself project while they were discussing potential social enterprises. Together, the two saw opportunities to achieve a wide variety of goals for the common good. Each brought different skills to the effort, Bol as a creative craftsman experienced with innovative enterprise models and Brooks as a youth and community development educator with a background in social marketing.

They were inspired by many different ideas:

- Andrew Carnegie's support of 2,509 free public libraries around the turn of the 19^{th} to 20^{th} century.
- The heroic achievements of Miss Lutie Stearns, a librarian who brought books to nearly 1400 locations in Wisconsin through "traveling little libraries" between 1895 and 1914.
- "Take a book, leave a book" collections in coffee shops and public spaces.
- Neighborhood kiosks, TimeBanking and community gift-sharing networks
- Grassroots empowerment movements in Sri Lanka, India and other countries worldwide.

By the summer of 2010 the mission and purposes served by the little boxes of books were becoming more clear. The original models had all been built with recycled materials. Each was unique but all shared the theme of exchanging good books and bringing people together for something positive.

The Mission

- To promote literacy and the love of reading by building free book exchanges worldwide.
- To build a sense of community as we share skills, creativity and wisdom across generations.

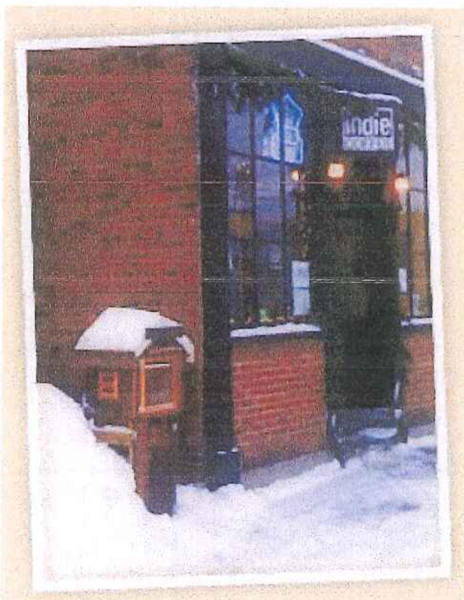
The Goal in 2010

To build 2,510 Little Free Libraries—as many as Andrew Carnegie—and keep going.

This goal was reached in August of 2012, a year and a half before their original target date. By January of 2014, the total number of registered Little Free Libraries in the world was conservatively estimated to be nearly 15,000, with thousands more being built.

Key Strategies. Promotion of reading for children, literacy for adults and libraries around the world.

With no start-up or operating capital, no office or paid staff, the concept was evolving into an enterprise reaching communities far beyond a front yard next to the St. Croix River in Hudson.



Thousands of books have passed through this Little Free Library outside of Indie Coffee in Madison, WI.

The first official Little Free Library outside the Hudson area was posted by a bike path behind the Absolutely Art Gallery and Café Zoma on the east side of Madison in the summer of 2010. By the time of the Willy Street Fair in September, thousands of people had seen the Absolutely Art Library. The process of giving away Bol's creations began to require a way to cover expenses to build many more than he could handle by himself. Amish carpenter Henry Miller of rural Cashton, Wisconsin became the primary craftsman, using wood recycled from a 100 year-old barn destroyed in a tornado.

Giving away Little Libraries and hand-crafted signs with official Little Free Library charter numbers began to generate curiosity and "word of mouth" story sharing.

The www.littlefreelibrary.org website and a loyal cadre of volunteers made it possible to expand the organizational reach beyond the co-founders. The movement centered around the enthusiasm and commitment of stewards who hosted and often built their own neighborhood Libraries. Some small grants, informal partnerships and alliances began to have an impact on Little Free Library's ability to keep up with demand.

And the rest...is history, documented in newspapers, blogs and broadcasts throughout the world. The year 2011 brought local, regional and national media attention to the backyard project that had become a movement. With nearly 400 Little Free Libraries across the U.S. by the end of the year, the founders knew it was time to become a formal, independent organization. In May, 2012, Little Free Library was officially established as a Wisconsin nonprofit corporation with a board of directors. In September, the Internal Revenue Service grantedtax-exempt status.

Source: littlefreelibrary.org
Various other websites on the Internet

#8 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 Statues of Texas. Such Pledge of security shall be made and maintained in accordance with and subject to the provisions of said Chapter 105.

2. Unites 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.

#9 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 May 20, 2014.

Jean Hager, Mayor	Lupita Cervantes-Carr, Alderman
Maribel B. Guerrero, Alderman	Cynthia Rathbun, Alderman
Bitty Truan, Alderman	Javier Vera, Alderman

PASSED, ADOPTED AND APPROVED by the Board of Aldermen of the Town of Rancho Viejo on this the 20th day of May, 2014.

Jean Hager
Mayor

ATTEST:

#10 Election of President Pro Tempore (Mayor Pro Tem)

Mayor Hager will recommend Alderwoman Bitty Truan as Mayor Pro-Tempore (Mayor Pro-Tem)

#11 Consideration/Reappointment of Metropolitan Planning Organization (MPO) Representative

Mayor Hager will recommend Alderwoman Bitty Truan as representative for the Metropolitan Planning Organization (MPO).

#12 Consideration/Reappointment of Chairman to the Strategic Planning Committee

Mayor Hager will recommend Alderwoman Cyndie Rathbun as Chairman to the Strategic Planning Committee.

#13 Consideration/Appointment of Chairman to the Beautification Committee

Mayor Hager will recommend Alderwoman Lupita Carr as Chairman to the Beautification Committee.

#14 Consideration/Appointment of Co-Chairmen to the Ad-Hoc Street Committee

Mayor Hager will recommend Alderwoman Maribel Guerrero and Alderman Javier Vera as Co-Chairmen to the Ad-Hoc Street Committee.

#15 Consideration/Reappointment of Chairman to the Ad-Hoc Health and Safety Committee

Mayor Hager will recommend Alderwoman Lupita Carr as Chairman to the Ad-Hoc Health and Safety Committee.

#16 Consideration/Action on Resolution on Reappointment for Municipal Judge

RESOLUTION NO.

WHEREAS, the Town of Rancho Viejo, Texas had adopted and approved Ordinance No. 36 providing for the appointment of a Judge for the Municipal Court of the Town; and

WHEREAS, said Ordinance provides that the Municipal Judge shall be appointed by resolution by the Board of Aldermen of the Town; and

WHEREAS, the Board of Aldermen has determined that Charles A. Carlson, III possesses the judgment and requisite legal qualifications to be appointed Municipal Judge for the Town of Rancho Viejo;

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

Section 1: That Charles A. Carlson, III is hereby reappointed Municipal Judge in and for the Municipal Court of the Town of Rancho Viejo, Texas, said appointment being made pursuant to Ordinance No. 36.

Section 2: Charles A. Carlson, III shall serve as Judge from the date of this resolution and until a successor is duly appointed, subject to Ordinance No. 36, or as may be provided by law.

Section 3: Municipal Judge Carlson will be paid a sum of Eight Hundred Dollars ($800.00) per month.

PASSED, ADOPTED AND APPROVED by the Board of Aldermen of the Town of Rancho Viejo on this the 20th of May, 2014.

Town of Rancho Viejo

Jean Hager, Mayor

ATTEST:

Isabel Perales, Assistant Town Secretary

#17 Consideration/Ratify Agreement with Manuel Martinez for Animal Control

AGREEMENT WITH MANUEL MARTINEZ

This Agreement is entered into as of the 25th day of april, 2014, between the Town of Rancho Viejo, Texas (the "Town") and Manuel Martinez (the "Independent Contractor").

1. Independent Contractor. Subject to the terms and conditions of this Agreement, the Town hereby engages the Independent Contractor to perform the services set forth herein, and the Independent Contractor accepts such engagement by executing this Agreement.

2. Duties, Term, and Compensation. The Independent Contractor's duties, term of engagement, compensation, and provisions for payment thereof shall be as set forth as stated below and may be amended in writing from time to time, or supplemented.

DUTIES: The Independent Contractor will be responsible for setting traps to capture stray animals, maintaining the traps, removing animals from the traps, and taking the removed animals to the Cameron County Animal Control facilities in San Benito, Cameron County, Texas, during their normal business hours, and other similar duties the Board of Aldermen of the Town of Rancho Viejo, Texas, may assign from time to time. Furthermore, the Independent Contractor shall comply with the Town's guidelines for animal removal as well as any other ordinances, guidelines, or regulations of the Town. The Independent Contractor will maintain all required state certifications and remain current on all state rules and regulations pertaining to the position of an Animal Control Officer. The Town of Rancho Viejo, will be responsible for all costs associated with maintaining certifications and remaining current on all applicable state rules and regulations.

TERM: The Effective Date of this Agreement shall be when the Independent Contractor and the Mayor of the Town sign this Agreement, and such Agreement shall commence on an interim basis until the Board of Aldermen of the Town of Rancho Viejo, Texas, take formal action on this Agreement. Notwithstanding any provision of this Agreement, the interim basis shall be subject to formal approval by the Board of Aldermen, and in taking formal action on this Agreement, the Board of Aldermen shall decide whether to reject this Agreement or to approve this Agreement. Should the Board of Aldermen approve this Agreement, then this Agreement shall continue in full force and effect for one year from the Effective Date of this Agreement, or until the Board of Aldermen terminates this Agreement, whichever occurs first. The Board of Alderman may extend or continue the term of this Agreement at any time prior to the expiration thereof. Should the Board of Aldermen reject this Agreement, then it shall immediately cease to have any force or effect.

COMPENSATION: As full compensation for the services rendered pursuant to this Agreement, the Town shall pay the Independent Contractor $60.00 for each animal removed from premises and taken to the Cameron County Animal Control facilities in San Benito, Cameron County, Texas, during their normal business hours, and $25.00 for service call made with no animal removed due to trap tampering or inability to access the trap and for setting up the trap and checking a trap.

3. Conflicts of Interest. The Independent Contractor represents that he is free to enter into this Agreement and that this Agreement does not violate the terms of any agreement between the Independent Contractor and any third party. During the term of this Agreement, the Independent Contractor shall devote as much of his productive time and abilities to the performance of his duties herein as is necessary to perform the required duties in a timely and productive manner.

4. Termination. The Board of Aldermen of the Town of Rancho Viejo, Texas, at any time may terminate this Agreement upon thirty (30) days' written notice to the Independent Contractor. The Mayor of the Town of Rancho Viejo, Texas, has the authority to suspend the Independent Contractor until the Board of Aldermen act on whether to terminate this Agreement.

5. Insurance. The Independent Contractor expressly acknowledges that he understands that the Town will not provide any insurance coverage whatsoever for him, including but not limited to defense or indemnity coverage from any third party claims as a result of the Independent Contractor's performance of this Agreement, and he agrees that he will be responsible for obtaining his own liability insurance.

6. Choice of Law. The laws of the state of Texas shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.

7. Waiver. Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.

8. Notices. Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed upon deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

If to the Independent Contractor:
Manuel Martinez
5444 11th Street
Brownsville, Texas 78521
Phone: (956)908-4540

If to the Town:
Town of Rancho Viejo, Texas
Mayor Jean Hager
3301 Carmen Avenue
Rancho Viejo, Texas 78575
Phone: (956) 350-4093

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

9. Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto and approved by the Board of Aldermen.
10. Entire Understanding. This Agreement constitutes the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

11. Unenforceability of Provisions. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

12. **I agree to waive, release, hold harmless, and discharge from any and all liability the Town of Rancho Viejo, Texas, its elected or appointed officials, officers, agents, representatives, employees, and volunteers from and against any and all claims and damages of every kind whether they be known or unknown or anticipated or unanticipated, for my injury or death and for damage to or loss of property arising out of or attributed to the Activity, including but not limited to claims and damages arising in whole or in part from the negligence of the Town of Rancho Viejo, Texas, and its elected or appointed officials, officers, agents, representatives, employees, and volunteers, wrongful death claims pursuant to section 71.021 of the Texas Civil Practice and Remedies Code, or tort claims pursuant to section 101.0215(a)(33) of the Texas Civil Practice and Remedies Code.**

13. I acknowledge and agree to complete a basic animal control course pursuant to section 829.002(1)(A) of the Texas Health and Safety Code, as well as further education if necessary under section 829.002(2)(A) of the Texas Health and Safety Code.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

TOWN OF RANCHO VIEJO, TEXAS

By: Jean Hager
Mayor Jean Hager

By: ______
Manuel Martinez

#18 Public Hearing to Consider Final Recommendation of the Planning and Zoning Commission on a “Plan for a Replat” Request by Mr. Daniel G. Orive, Jr., agent for Mr. Alejandro Lopez, owner, 93 Pizarro, to obtain recommendation to the Board of Aldermen to approve the “Plan for a Replat” for Lots 93 and 95, Section 2, Rancho Viejo Subdivision, into one lot

#19 Consideration, Discussion and Action on Final Recommendation to the Board of Aldermen on a "Plan for a Replat" Request by Mr. Daniel G. Orive, Jr., agent for Mr. Alejandro Lopez, owner, 93 Pizarro, to approve the "Plan for a Replat" for Lots 93 and 95, Section 2, Rancho Viejo Subdivision, into one lot

#20 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 TGS and Legal Counsel

RESOLUTION NO. ___

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 TGS AND LEGAL COUNSEL

WHEREAS, on or about May 1, 2014, Texas Gas Service Company, a division of One Gas, Inc., (TGS or Company) filed with the Town of Rancho Viejo (Town) a Cost of Service Adjustment (COSA) Tariff seeking to increase natural gas rates to all customers residing in the Town; and

WHEREAS, it is in the public interest for the Town to participate with other Valley Cities Served by TGS in the COSA filing in order to protect the interests of the Town as well as the interests of TGS customers residing and conducting business within the Town; and

WHEREAS, the Cities Coalition will conduct a review of the Company's application and will hire and direct legal counsel and consultants to prepare a common response and to negotiate with the Company and direct any necessary litigation; and

WHEREAS, pursuant to a settlement agreement between the Town and the Company dated August 14, 2009 provides that costs incurred by cities associated with this proceeding are to be reimbursed by the Company.

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

1. That the Town is authorized to participate with other Valley Cities in TGS' COSA filing to protect the interests of the Town and protect the interests of TGS customers residing and conducting business within the municipal city limits.

2. Subject to the right to terminate employment at any time, the Town hereby authorizes the hiring of Geoffrey Gay of the law firm of Lloyd Gosselink Rochelle and Townsend, P.C. and Karl J. Nalepa, of the consulting firm R.J. Covington Consulting, LLC to review the Company's filing, negotiate with the Company, make recommendations regarding reasonable rates and to direct any necessary administrative proceedings or court litigation associated with an appeal of the COSA filing.

3. That the Town's reasonable legal and consulting expenses shall be reimbursed by TGS.

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 was given as required.

5. A copy of this Resolution shall be sent to Geoffrey Gay, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, Texas 78767-1725 and to Jose (Pepe) De Alba, Director of Operations Rio Grande Valley, Texas Gas Service, PO Box 531827; 5602 Grimes Rd. Harlingen, TX 78553-1827.

PASSED AND APPROVED this 20th day of May, 2014.

TOWN OF RANCHO VIEJO

____
JEAN HAGER, MAYOR

ATTEST:

____
ASSISTANT TOWN SECRETARY

Lower Rio Grande Valley Development Council

MEMORANDUM

TO: City Manager & City Attorney

FROM: Kenneth N. Jones, Jr., Executive Director

SUBJ: Update on Texas Gas Service COSA Filing

DATE: May 13, 2014

Recently the LRGVDC Board of Directors heard a presentation by Texas Gas Service Company representatives regarding the 2014 Cost of Service Adjustment Tariff (COSA) filing with thirty-four (34) cities in its Rio Grande Valley Service Area. As in the past the LRGVDC Board supports the efforts of the Valley Cities Gas Coalition (VCGC) and took action partnering with the City of Weslaco to coordinate the VCGC efforts for this COSA filing.

I have attached a status and update from Mr. Ramon Vela, Weslaco City Attorney on what to expect as this process moves forward. It's important that the attached letter and resolution from Mr. Vela be presented to your City Commission for action at the earliest opportunity. Upon resolution adoption, please forward a copy to me, and let me know in advance the scheduling of this resolution on your City Commission agenda so I can attend as many meetings as possible to address questions the elected officials may have.

Thank you for your attention to this item and please contact me or Mr. Vela should there be any questions.

MAIN OFFICE * 301 W. Railroad * Weslaco, TX * 78596 * TEL: (956) 682-3481 * FAX: (956) 631-4670
TTY FOR HEARING IMPAIRED: 1-800-735-2989
WEBSITE: www.lrgvdc.org
PRINTED ON RECYCLED PAPER

City of Weslaco

"The City on the Grow"

May 12, 2014

Mr. Ken Jones
Executive Director
Lower Rio Grande Valley Development Council
301 W. Railroad
Weslaco, TX 78596

RE: Resolution to Review Cost of Service Adjustment (COSA), Hire Legal Counsel and Consultants

Dear Mr. Jones:

Enclosed herein please find a proposed Resolution that I ask you distribute to all the Valley Cities. This Resolution will engage Mr. Geoffrey Gay of the Law Firm of Lloyd Gosselink Rochelle and Townsend, P.C. and Mr. Karl J. Nalepa of the consulting from R.J. Covington Consulting, L.L.C. to review Texas Gas Service Company's Cost of Service Adjustment Tariff field on May 1, 2014.

Mr. Gay and Mr. Nalepa have assisted the Valley Cities in the past and are familiar with Texas Gas Service Company's structure. The expenses incurred by the Cities for legal or consultant professional services will be reimbursed by Texas Gas Service.

After a City adopts a Resolution a copy needs to be sent to Mr. Geoffrey Gay at Lloyd Gosselink Rochelle and Townsends, P.C., P.O. Box 1725 Austin, Texas 78767-1725 and to Mr. Jose (Pepe) De Alba, Director of Operations Rio Grande Valley, P.O. Box 531827, 5602 E. Grimes Rd. Harlingen, Texas 78553-1827.

Sincerely,

Ramon Vela

Ramon Vela
City Attorney
Weslaco

RV/mg

255 S. KANSAS AVE. ▪ WESLACO, TEXAS 78596-6285 ▪ 956-968-3181 ▪ WWW.WESLACOTX.GOV

RESOLUTION NO. 2014-___

RESOLUTION OF THE CITY OF WESLACO, 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 TGS AND LEGAL COUNSEL

WHEREAS, on or about May 1, 2014, Texas Gas Service Company, a division of One Gas, Inc., ("TGS" or "Company") filed with the City of Weslaco ("City") a Cost of Service Adjustment ("COSA") Tariff seeking to increase natural gas rates to all customers residing in the City; and

WHEREAS, it is in the public interest for the City to participate with other Valley Cities Served by TGS in the COSA filing in order to protect the interests of the City as well as the interests of TGS customers residing and conducting business within the City; and

WHEREAS, the Cities Coalition will conduct a review of the Company's application and will hire and direct legal counsel and consultants to prepare a common response and to negotiate with the Company and direct any necessary litigation; and

WHEREAS, pursuant to a settlement agreement between the City and the Company dated August 14, 2009 provides that costs incurred by cities associated with this proceeding are to be reimbursed by the Company.

THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS:

1. That the City is authorized to participate with other Valley Cities in TGS' COSA filing to protect the interests of the City and protect the interests of TGS customers residing and conducting business within the municipal city limits.

2. Subject to the right to terminate employment at any time, the City hereby authorizes the hiring of Geoffrey Gay of the law firm of Lloyd Gosselink Rochelle and

Townsend, P.C. and Karl J. Nalepa, of the consulting firm R.J. Covington Consulting, LLC to review the Company's filing, negotiate with the Company, make recommendations regarding reasonable rates and to direct any necessary administrative proceedings or court litigation associated with an appeal of the COSA filing.

3. That the City's reasonable legal and consulting expenses shall be reimbursed by TGS.

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 was given as required.

5. A copy of this Resolution shall be sent to Geoffrey Gay, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, Texas 78767-1725 and to Jose (Pepe) De Alba, Director of Operations Rio Grande Valley, Texas Gas Service, PO Box 531827; 5602 Grimes Rd. Harlingen, TX 78553-1827.

PASSED AND APPROVED this ______day of May, 2014.

CITY OF WESLACO

____
David Suarez, **MAYOR**

ATTEST:

____
Elizabeth M. Walker, **CITY SECRETARY**

APPROVED AS TO FORM:

____
Ramon Vela, **CITY ATTORNEY**

#21 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 §

OPERATION STONEGARDEN FY 2013 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, TOWN OF RANCHO VIEJO, AND THE CITY OF SAN BENITO

This Agreement is made and entered into this 27th day of March 2014, 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 One Million Dollars and no/100ths ($1,000,000) from the U.S. Department of Homeland Security (DHS) with CFDA# 97.067 through the State of Texas Governor's Division of Emergency Management (GDEM) and the Texas Department of Public Safety (TxDPS), of which certain funds are intended to be subcontracted to various cities 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 A attached hereto and titled, Texas Department of Public Safety 2012 Sub-Recipient Agreement for Cameron County, dated September 1, 2013, 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 A;

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

WHEREAS, the County proposes to contract with the Cities in order that the eligible activities described in Exhibit A 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 hhtp://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 A 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 B) for and in consideration of reimbursement from the County in an amount not to exceed the amounts listed for each City on Exhibit C.

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 B) and/or the reimbursement limits as stated in See Exhibit C.

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 D) and Activity Log (See Exhibit E).

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 Texas Homeland Security, TDEM, 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 Program Development & Management Department – Fiscal Analyst , a properly completed SSA/Division of Emergency Management Cost Reimbursement Request (See Exhibit D) and all supporting documentation, including but not limited to General Ledger Reports, Payroll Distribution Reports, Time Sheets, Activity Logs (See Exhibit E), Copies of Invoices, and other related information whether or not requested by County on a monthly basis no later than the 15th of each month for the previous month. Each Cost Reimbursement Request shall be completed in the instructions included in the attached Exhibit D.

Cities and County agree that all unused Grant funds at the end or termination of this Agreement will be reallocated or reprogrammed by the 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 OMG 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 the City's Financial Statement 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 A 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 TDEM (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, TDEM, (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.

UGMS 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 A 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 provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflicts exists.

No Waiver. No waiver by County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

Entire Agreement. This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the County and the Cities, and not otherwise.

Texas Law to Apply. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Cameron County, Texas. The parties hereby consent to personal jurisdiction in Cameron County, Texas.

Notice. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by electronic mail, or (iii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or (iv) sent by facsimile or at such other addresses to the parties at the addresses set forth below, or (iv) sent by facsimile or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County:

County of Cameron
County Courthouse "Dancy Bldg."
Att: Legal Department
1100 E. Monroe Street
Brownsville, Texas 78520

If to Cities:

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

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

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

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

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

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

CARLOS H. CASCOS, CPA
COUNTY JUDGE

ATTESTED BY:

COMMISSIONERS COURT CAMERON COUNTY, TEXAS

JOE G. RIVERA, COUNTY CLERK

THE CITIES:

JEAN HAGER, MAYOR
TOWN OF RANCHO VIEJO

ATTESTED BY:

CHERYL J. KRETZ,
CITY SECRETARY

Exhibit "A"

2013 Sub-Recipient Agreement

Texas Department of Public Safety

2013 Sub-Recipient Award for Cameron County

1. General Award Information	Reference/Encumbrance No:	
Date of Award: December 30, 2013	Prepared By: Mendez, Arturo	3. SAA Award Number: 13-SR 48061-02

4. Sub-Recipient Name and Address

Judge Carlos H. Cascos
Cameron County
1100 E. Monroe St., Suite 218
Brownsville, TX 78520

5. Federal Grant Information

Federal Grant Title: Homeland Security Grant Program (HSGP) State Homeland Security Program (SHSP)

Federal Grant Award Number: EMW-2013-SS-00045

Federal Granting Agency: Department of Homeland Security FEMA Grant Programs Directorate

Date Federal Grant Awarded to TxDPS: September 1, 2013

CFDA: 97.067

6. Award Amount and Grant Breakdowns

OPSG

$1,000,000.00

Grant Period:	
From:	**To:**
Sep 1, 2013	**Feb 28, 2015**

(The SAA must receive all invoices by the end of grant period)

7. Statutory Authority for Grant: The Department of Homeland Security Appropriations Act, 2013, (Public Law 113-6), and the Homeland Security Act of 2002 (Public Law 107-296), as amended by section 101 of the Implementing Recommendations of the 9/11 Commission Act of 2007 (Public Law 110-53).

8. Method of Payment: Primary method is reimbursement.

9. Debarment/Suspension Certification: The Sub-Recipient certifies that the sub-recipient and its contractors/vendors are not debarred,suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency and do not have active Exclusions listed at https://www.sam.gov/portal/public/SAM/

10. Agency Approvals

Approving TxDPS Official:

Machelle Pharr
Deputy Assistant Director
Texas Homeland Security
State Administrative Agency
Texas Department of Public Safety

Signature of TxDPS Official:

11. Sub-Recipient Acceptance

I have read, understood and agree to this Sub-Recipient Agreement consisting of this Award and the attached Terms and Conditions.

Print name and title of Authorized Sub-Recipient Official:
Carlos H. Cascos, CPA
Cameron County Judge

Signature of Sub-Recipient Official:

Enter Employer Identification Number (EIN) or Federal Tax Identification Number: 74-6000-420

DUNS Number: 010546679

Date Signed : 1/15/14

DUE DATE: January 31, 2014 Signed Award with Terms and Conditions must be returned to SAA_SRA@dps.texas.gov on or before the due date.

Grace Salinas

From:	GAN@TexasDPA.com
Sent:	Monday, December 30, 2013 10:14 AM
To:	Grace Salinas
Cc:	Rolando Martinez
Subject:	Grant Adjustment Notice has been RELEASED for Cameron County
Attachments:	GAN_12142.pdf; 14-MCAMCA-10-021 Version 0.pdf; FY13 Cond Approval Texas - Cameron 14-MCAMCA-10-021 V0.pdf

A Sub-Recipient Agreement (SRA) has been **RELEASED** by the SAA for Cameron County - Award is beinf ma the 2013 OPSG Grant. A copy of both the Op Order and FEMA/DHS approval are attached.

Subgrantee: **Cameron County**

GAN Type: **2013 Initial Grant Award**

GAN Date: 30-Dec-13

Due Date: 31-Jan-14

	OPSG
Original Amount:	$0.00
New Amount:	$1,000,000.00
Delta:	**$1,000,000.00**

Project Adjustment Details	Grant Name	From Amount	To Amount	Delta
Cameron County SO - Enhance Capability to Support International Border and Waterway Security	2013 OPSG	$0.00	$693,000.00	**$693,000.0**
Cameron County Constable Pct. 1 - Enhance Capability to Support International Border and Waterway Security	2013 OPSG	$0.00	$10,000.00	**$10,000.0**
Cameron County Constable Pct. 2 - Enhance Capability to Support International Border and Waterway Security	2013 OPSG	$0.00	$20,000.00	**$20,000.0**
Cameron County Constable Pct. 3 - Enhance Capability to Support International Border and Waterway Security	2013 OPSG	$0.00	$68,500.00	**$68,500.0**
Cameron County Constable Pct. 4 - Enhance Capability to Support International Border and Waterway Security	2013 OPSG	$0.00	$20,000.00	**$20,000.0**
Cameron County Constable Pct. 5 - Enhance Capability to Support	2013 OPSG	$0.00	$73,500.00	**$73,500.0**

International Border and Waterway Security				
South Padre Island PD - Enhance Capability to Support International Border and Waterway Security	2013 OPSG	$0.00	$20,000.00	$20,000.
City of Port Isabel PD - Enhance Capability to Support International Border and Waterway Security	2013 OPSG	$0.00	$20,000.00	$20,000.
City of Los Fresnos PD - Enhance Capability to Support International Border and Waterway Security	2013 OPSG	$0.00	$20,000.00	$20,000.
City of La Feria PD - Enhance Capability to Support International Border and Waterway Security	2013 OPSG	$0.00	$20,000.00	$20,000.
City of San Benito PD - Enhance Capability to Support International Border and Waterway Security	2013 OPSG	$0.00	$20,000.00	$20,000.
Rancho Viejo PD - Enhance Capability to Support International Border and Waterway Security	2013 OPSG	$0.00	$15,000.00	$15,000.

Reason for GAN: Original Grant Award

Attached is a copy of the required GAN paper work. Please print a copy, have the appropriate individual sign whe designated and return the signed copy to the return address on the GAN. (Retain a copy of the signed document fo records.)

If you have any questions concerning this e-mail please contact the SAA.

NOTE: The GAN process is not complete until the SAA receives a signed copy of this GAN. All activities on this frozen until the GAN is completely processed. Please attend to this matter as soon as possible.

Texas Domestic Preparedness Assessment

#22 Public Comment

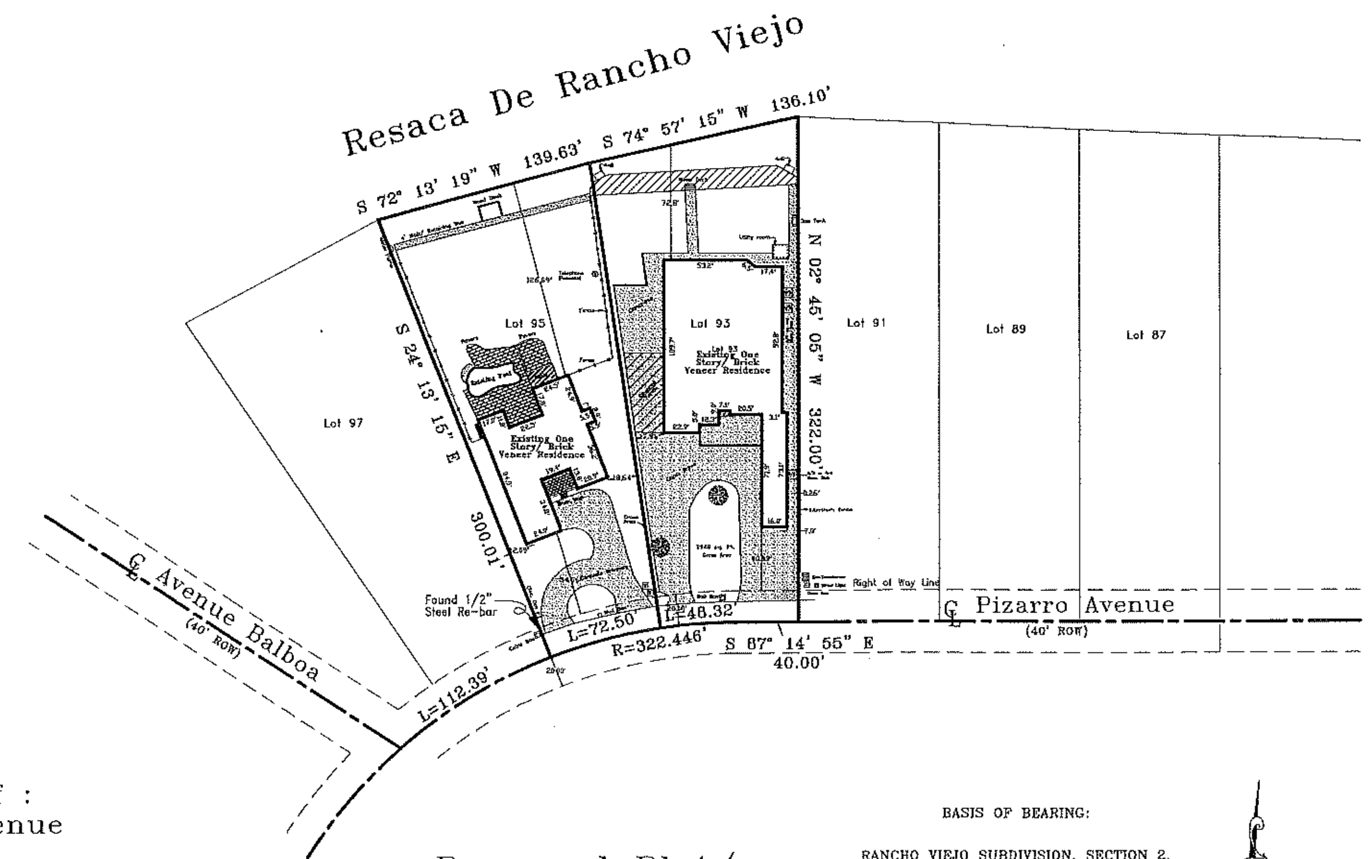
#23 Executive Session: Pursuant to the following Section of the Texas Government Code: Section 551.074 to consider the appointment, employment, evaluation, or duties of a new Town Administrator, which includes but is not limited to interviewing applicants for the position of Town Administrator

#24 Adjourn

Not to Scale

Notes:

* Area of Proposed lots 93 and 95: 65,775 sq.ft. (1.51 acres).
* Area of Proposed and Existing Concrete and residence: 31,275 Sq.ft.
* Area of Proposed Grass area: 24,290 Sq.ft.
* Area determined by design teams calculations.



Proposed Plat of :
Lot 93 Pizzaro Avenue

Being a Resubdivision of:

Lots Ninety-three (93) and Lot Ninety-five (95), Block Three (3), Rancho Viejo Subdivision, Section 2, a subdivision in Cameron County, Texas, according to a plat thereof recorded in Volume 25, Page 40, Map Records of Cameron County, Texas.

Prepared for:

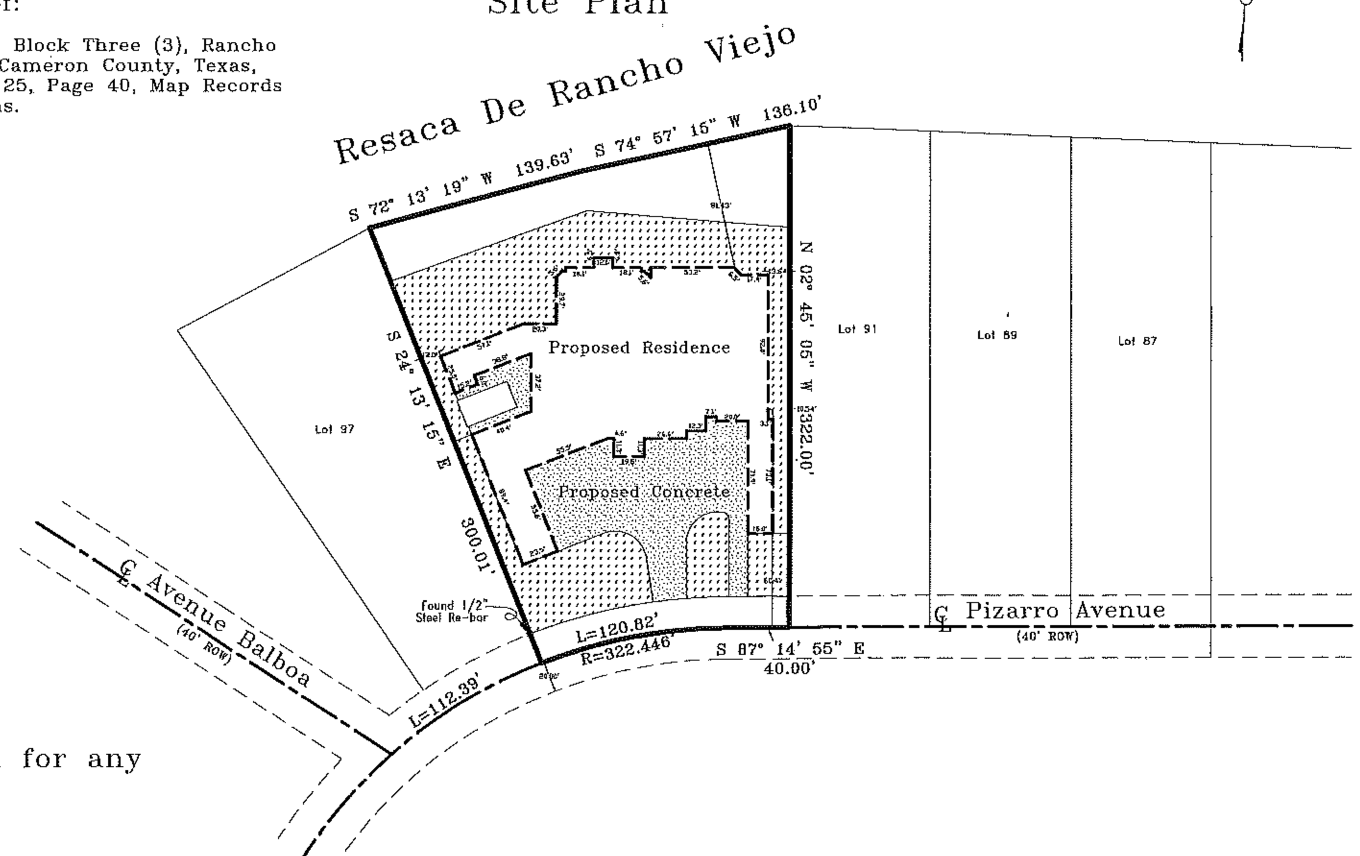
Alejandro Lopez

January 21, 2014

Proposed Plat/ Site Plan

BASIS OF BEARING:

RANCHO VIEJO SUBDIVISION, SECTION 2, VOLUME 25, PAGE 40, M. R. C. C. T.



Preliminary:

This document shall not be recorded for any purposes.

DANIEL G. ORIVE JR., R.P.L.S # 5958

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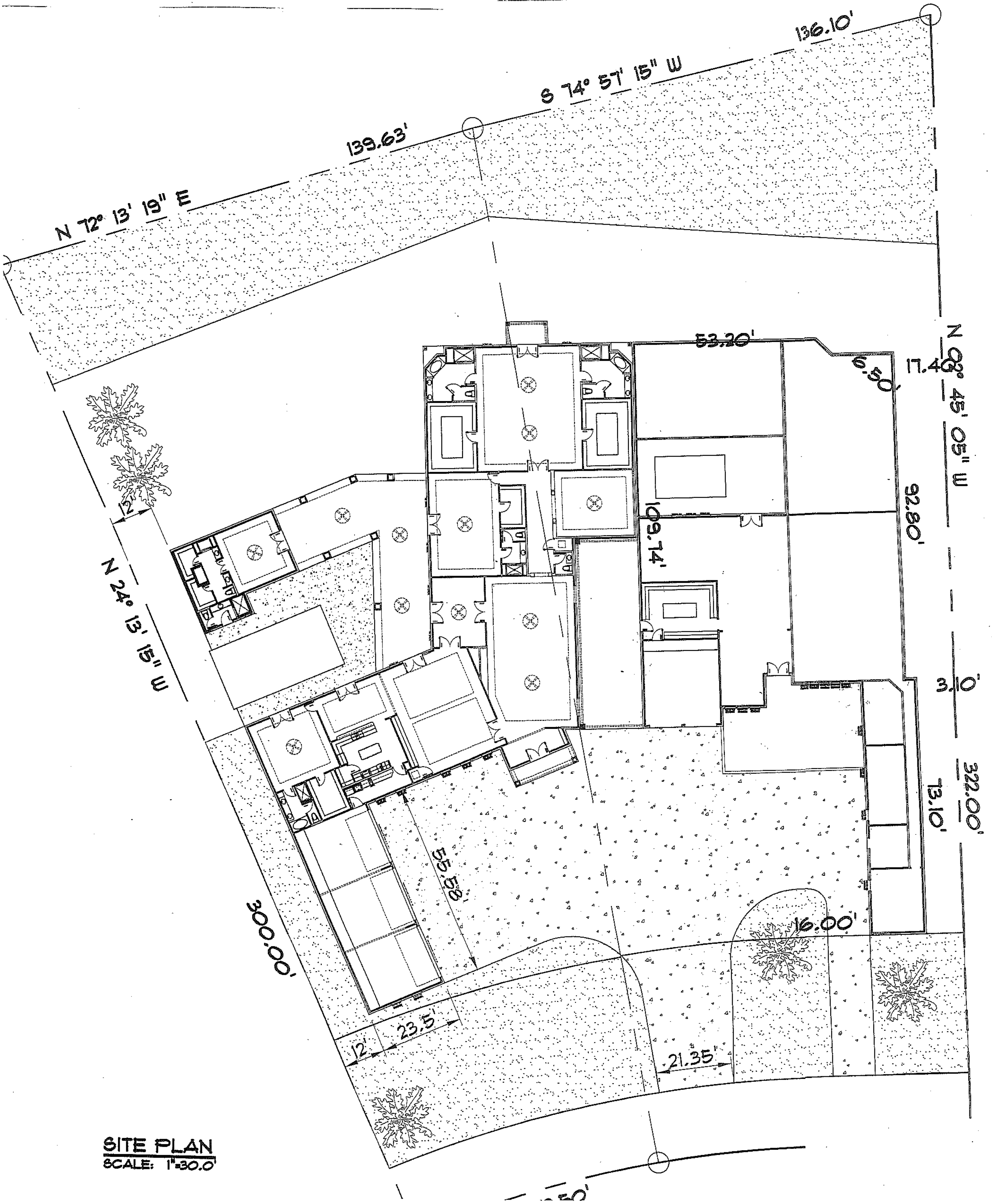

SITE PLAN
SCALE: 1"=30.0'