



3301 Carmen Avenue
Rancho Viejo, Texas 78575
Phone (956)350-4093

BOARD OF ALDERMEN

Regular Meeting
March 17, 2015



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

MARCH 17, 2015
6:00 P.M.

NOTICE is hereby given of a REGULAR MEETING of the BOARD OF ALDERMEN of the TOWN OF RANCHO VIEJO, TEXAS, to be held on MARCH 17, 2015 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 - Special Meeting February 9, 2015, Regular Meeting February 10, 2015
6. January 2015 Financial Report - Town Administrator
7. February 2015 Police Report - Police Chief
8. Ambiotec Street Review Report
9. Consideration/Approval on Resolution Approving the Submission of a Grant Application for the Fleet Replacement to the Office of the Governor, Criminal Justice Division by the Town of Rancho Viejo, Texas, Designating the Mayor as the Grantee's Authorized Official
10. Consideration/Approval on Resolution Approving the Submission of a Grant Application for the Specialized Technology and Tools for Domestic Drug Interdiction to the Office of the Governor, Criminal Justice Division by the Town of Rancho Viejo, Texas, Designating the Mayor as the Grantee's Authorized Official
11. Consideration/Action of Texas Municipal Retirement System City Portal Use Agreement between the Texas Municipal Retirement System, the City of Rancho Viejo, and the City Portal Administrator
12. Consideration/Discussion/Action on Golf Cart Ordinance

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13. Public Hearing to Consider Final Recommendation of the Planning and Zoning Commission on a "Plan for a Replat" Request by Henry Corona Jr., agent for Michael and Laura Hogan, owners of Lot 34, to obtain recommendation to the Board of Aldermen to approve the "Plan for a Replat" for Lot 34, The Bend at Rancho Viejo Subdivision, into two lots
14. Consideration, Discussion and Action on Final Recommendation to the Board of Aldermen on a "Plan for a Replat" Request by Henry Corona Jr., agent for Michael and Laura Hogan, owners of Lot 34, to approve the "Plan for a Replat" for Lot 34, The Bend at Rancho Viejo Subdivision, into two lots
15. Consideration/Acceptance of Certification of Unopposed Candidates; Consideration/Approval of Order of Cancellation; and Consideration/Approval of Ordinance Declaring Unopposed Candidates in the May 9, 2015 General Municipal Election Elected to Office, Canceling the Election, Providing for a Severability Clause, and Providing an Effective Date
16. Presentation from the Representatives of the Town of Laguna Vista Regarding Annexation Dispute with the City of Brownsville
17. Public Comment
18. Adjourn



Fred Blanco, Town Administrator

1. Call to Order by Mayor Hager

2. Roll Call

by Isabel Perales

Aldерwoman Carr

Aldерwoman Guerrero

Aldерwoman Rathbun

Aldерwoman Truan

Alderman Vera

Legal Counsel, Daniel Rentfro, Jr.

Town Administrator, Fred Blanco.

3. Invocation and Pledge

The pledge of allegiance to the United States Flag:

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

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

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

4. Public Comment

**5. Approval of Minutes –
Special Meeting February 9, 2015
Regular Meeting February 10, 2015**

MINUTES OF A SPECIAL MEETING
TOWN OF RANCHO VIEJO
FEBRUARY 9, 2015

A Special Meeting of the Board of Aldermen of the Town of Rancho Viejo, Texas was held on February 9, 2015, 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 9:06 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

Members absent:
Mrs. Maribel Guerrero
Mrs. Cyndie Rathbun

A quorum was present at the meeting.

Town Administrator, Fred Blanco was also present at the meeting.

Those present in the audience were:
Quentin Anderson, Long Chilton, LLC Amanda Molina, Long Chilton, LLC

WORKSHOP ON DRAFT AUDIT FOR FISCAL YEAR ENDING SEPTEMBER 30, 2014:

Mr. Quentin Anderson of Long Chilton, LLC went over the audit report for the fiscal year ending in September 30, 2014. Mayor Hager and the Board members asked several questions on the report.

After full review of the audit, Mayor Hager announced that the audit report will be presented at the Regular Board Meeting on Tuesday, February 10, 2015 at 6:00 P.M. for consideration of approval.

ADJOURN:

Motion was made by Alderwoman Truan, seconded by Alderman Vera, and unanimously carried, to adjourn then meeting at 10:51 A.M.

BY: _____
Fred Blanco, Town Administrator

APPROVED: _____
Jean Hager, Mayor

DATE: _____

MINUTES OF A REGULAR MEETING
TOWN OF RANCHO VIEJO
FEBRUARY 10, 2015

A Regular Meeting of the Board of Aldermen of the Town of Rancho Viejo, Texas was held on February 10, 2015, 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 Fred Blanco, Town Administrator. Members present at the meeting were:

Mrs. Lupita Carr
Mrs. Maribel Guerrero
Mrs. Cyndie Rathbun
Mrs. Bitty Truan
Mr. Javier Vera

A quorum was present at the meeting.

Legal Counsel, Daniel Rentfro, Jr. was present at the meeting and Town Administrator, Fred Blanco, was also present at the meeting.

Those present in the audience were:

Russ St. Peter
Chief M. Cruz, Jr.

Vicente Mendez, Ambiotec
Quentin Anderson, Long Chilton, LLC

INVOCATION AND PLEDGE:

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

PUBLIC COMMENT:

Town Attorney, David Irwin gave an update on a court case pending from 2012, the final hearing will be held on February 11, 2015.

APPROVAL OF MINUTES - REGULAR MEETING JANUARY 13, 2015:

Motion was made by Alderwoman Guerrero, seconded by Alderman Vera, and unanimously carried, to approve the minutes for the Regular Meeting held on January 13, 2015 as written.

DECEMBER 2014 FINANCIAL REPORT - TOWN ADMINISTRATOR:

Fred Blanco, Town Administrator went over the December 2014 Financial Report and the bank balances for the General Account as well as the Debt Account and the Police Asset Forfeiture Account.

JANUARY 2015 POLICE REPORT:

Police Chief Cruz went over the January 2015 Police Report.

CONSIDERATION/APPROVAL TO DECLARE ONE 2000 TOYOTA CAMRY (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 Carr, seconded by Alderwoman Truan, and unanimously carried, to Declare One 2000 Toyota Camry (Seized Vehicle that is Asset Forfeiture) Surplus Property to be Sold and Authorize the Police Chief/Mayor to Accept the Highest Offer.

PRESENTATION AND CONSIDERATION OF ACCEPTANCE OF AUDIT REPORT FOR FISCAL YEAR ENDING SEPTEMBER 30, 2014:

Mr. Quentin Anderson of Long Chilton, LLC made a presentation on the audit report for the fiscal year ending September 30, 2014. Motion was made by Alderwoman Carr, seconded by Alderman Vera, and unanimously carried, to approve the Annual Financial Report for Fiscal Year Ending September 30, 2014.

AMBIOTEC STREET REVIEW REPORT:

Mr. Vicente Mendez with Ambiotec Civil Engineering Group gave an update on the street review. All inspections and lab work were completed and had just received a report with all the findings. Once the reports are reviewed they will present the Street Committee with final report.

CONSIDERATION/APPOINTMENT/REAPPOINTMENT OF BOARD OF ADJUSTMENTS AND APPEALS MEMBERS:

Motion was made by Alderwoman Rathbun, seconded by Alderwoman Carr, and unanimously carried, to appoint Richard Lowry as a regular member. Motion was made by Alderwoman Truan, seconded by Alderman Vera, and unanimously carried, to appoint Fred Kennedy as a member to the Board of Adjustments and Appeals. Both terms are for two years terms.

UPDATE/DISCUSSION/ACTION ON GOLF CARTS:

Motion was made by Alderwoman Rathbun, seconded by Alderwoman Guerrero, and unanimously carried, to approve that the Strategic Planning Committee and the Town Attorney work on a golf cart ordinance and to take into consideration some suggestions from the Board.

PUBLIC COMMENT:

Volunteer Fire Chief St. Peter asked about the seized vehicle and made comments on golf carts. Alderwoman Carr asked about a bench to go with the library that was donated by Liz and Duane Ormes. Mayor Hager announced it was an honor serving as Mayor but she will not be re-filing for election.

ADJOURN:

Motion was made by Alderwoman Carr, seconded by Alderwoman Rathbun, and unanimously carried, to adjourn the meeting at 7:14 P.M.

BY: _____
Fred Blanco, Town Administrator

APPROVED: _____
Jean Hager, Mayor

DATE: _____

6. January 2015 Financial Report - Town Administrator

7. February 2015 Police
Report - Police Chief

RANCHO VIEJO POLICE DEPARTMENT

MONTHLY STATISTICAL REPORT

MONTH OF : February 2015

<u>I</u>	<u>CRIMINAL VIOLATION</u>	<u>CURRENT</u>	<u>PRIOR</u>	<u>1- YEAR AGO</u>
	THEFT	3	3	1
	AGGRAVATED ROBBERY	0	1	0
	BURGLARY OF HABITATION	0	0	0
	BURGLARY OF A VEHICLE	0	0	0
	IDENTITY THEFT	1	0	0
	FAMILY VIOLENCE	0	0	2
	CRIMINAL MISCHIEF/ TRESPASS	1	0	0
	RUN AWAY	0	0	0
	HARASSMENT / STALKING	0	0	1
	INJURY TO A CHILD	0	0	0
	SEXUAL ASSAULT / ABUSE	0	0	0
	ASSAULT / THREATS	0	1	0
	POSSESSION OF MARIJUANA	0	1	0
	TAMPERING W/ GOV RECORDS	0	0	0
	FAIL TO IDENTIFY	0	0	0
	STOLEN VEHICLE	0	1	0
	TOTAL	5	7	4
<u>II</u>	<u>MISCELLANEOUS INCIDENTS</u>			
	CIVIL MATTER	3	2	3
	AMBULANCE CALLS	4	4	0
	VEHICLE ACCIDENTS	1	0	0
	ASST. OUTSIDE AGENCIES	0	0	0
	DOMESTIC DISPUTE	2	0	1
	LOST/FOUND PROPERTY	0	0	0
	K-9/ANIMAL INCIDENT	1	0	0
	VEHICLE IMPOUND	0	0	0
	WELFARE CONCERN (911 HANG-UP)	1	0	0
	DEATH	0	0	0
	PROPERTY DAMAGE	0	1	1
	SUSPICIOUS PERSON / ACTIVITY	0	0	0
	FIRE CALL	0	0	0
	INFORMATION REPORT	0	1	2
	TOTAL	12	8	7
<u>III</u>	<u>CRIMINAL ARREST</u>			
	ADULT OFFENDER	7	2	3
	JUVENILE OFFENDER	0	0	0
	TOTAL	7	2	3

IV VEHICLE TRAFFIC INFRACTION

WRITTEN CITATIONS	39	30	43
WRITTEN WARNINGS	63	39	8
TOTAL	102	69	51

V MUNICIPAL ORD. INFRACTION

WRITTEN CITATIONS	1	0	2
WRITTEN WARNINGS	3	1	0
TOTAL	4	1	2

VI POLICE

MILEAGE	PATROL	5,780	5,969	4,664
	WARRANTS / C.I.D.	1,238	1,433	1,269
	O.P.S.G. (GRANT)	0	0	916

8. Ambiotec Street Review Report

Mr. Vicente Mendez will report on the current status of the street review.

9. Consideration/Approval on Resolution Approving the Submission of a Grant Application for the Fleet Replacement to the Office of the Governor, Criminal Justice Division by the Town of Rancho Viejo, Texas, Designating the Mayor as the Grantee's Authorized Official

RESOLUTION NO.

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE TOWN OF RANCHO VIEJO,
TEXAS, FOR THE SUBMISSION OF A GRANT APPLICATION TO THE OFFICE OF THE
GOVERNOR, CRIMINAL JUSTICE DIVISION

WHEREAS, The Town Of Rancho Viejo finds it in the best interest of the citizens of Rancho Viejo Texas that the Fleet Replacement be operated for the year 2015; and

WHEREAS, Town Of Rancho Viejo agrees that in the event of loss or misuse of the Criminal Justice Division funds, Rancho Viejo Police Department assures that the funds will be returned to the Criminal Justice Division in full.

WHEREAS, Town Of Rancho Viejo designates Mayor Jean Hager as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW, THEREFORE, BE IT RESOLVED Town Of Rancho Viejo approves submission of the grant application for the Fleet Replacement to the Office of the Governor, Criminal Justice Division.

Grant Number: 2905701

PASSED, ADOPTED AND APPROVED by the Board of Aldermen of the Town of Rancho Viejo, Texas at a Regular Meeting on this the 17th day of March, 2015.

Jean Hager, Mayor

ATTEST:

Fred Blanco, Town Secretary

10. Consideration/Approval on Resolution Approving the Submission of a Grant Application for the Specialized Technology and Tools for Domestic Drug Interdiction to the Office of the Governor, Criminal Justice Division by the Town of Rancho Viejo, Texas, Designating the Mayor as the Grantee's Authorized Official

RESOLUTION NO.

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE TOWN OF RANCHO VIEJO, TEXAS, FOR THE SUBMISSION OF A GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION

WHEREAS, The Town Of Rancho Viejo finds it in the best interest of the citizens of Rancho Viejo Texas that the specialized technology and tools for domestic drug interdiction be operated for the year 2015; and

WHEREAS, Town Of Rancho Viejo agrees that in the event of loss or misuse of the Criminal Justice Division funds, Rancho Viejo Police Department assures that the funds will be returned to the Criminal Justice Division in full.

WHEREAS, Town Of Rancho Viejo designates Mayor Jean Hager as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW, THEREFORE, BE IT RESOLVED Town Of Rancho Viejo approves submission of the grant application for the specialized technology and tools for domestic drug interdiction to the Office of the Governor, Criminal Justice Division.

Grant Number: 2858701

PASSED, ADOPTED AND APPROVED by the Board of Aldermen of the Town of Rancho Viejo, Texas at a Regular Meeting on this the 17th day of March, 2015.

Jean Hager, Mayor

ATTEST:

Fred Blanco, Town Secretary

11. Consideration/Action of Texas Municipal Retirement System City Portal Use Agreement between the Texas Municipal Retirement System, the City of Rancho Viejo, and the City Portal Administrator

**Texas Municipal Retirement System
City Portal Use Agreement**

This City Portal Use Agreement (the "Agreement") is entered into by and among the Texas Municipal Retirement System, the City of Rancho Viejo, and the City Portal Administrator (defined below), to be effective as set forth below.

RECITALS

WHEREAS, the Texas Municipal Retirement System ("TMRS") is offering access to a web-based, online portal (the "City Portal") for cities that are participating members of TMRS to access information and provide certain functionality to participating municipalities as necessary for its official governmental functions; and

WHEREAS, the City of Rancho Viejo (the "City") is a municipality that participates in TMRS and desires access to the TMRS City Portal for official City business purposes; and

WHEREAS, Fred Blanco is an individual employee of the City, is an authorized contact for the City with the Texas Municipal Retirement System, and will be the main contact and administrator for the purposes of the TMRS City Portal, as further described herein (the "City Portal Administrator"); and

WHEREAS, the City Portal Administrator will have the authority to grant access and permissions to the City Portal to other City employees and officers who are TMRS authorized City contacts ("City Portal User(s)", including the City Portal Administrator, where applicable); and

WHEREAS, TMRS will grant City Portal Users the authority to access TMRS data relating to City employees and retirees via the City Portal in a form identifiable with a specific individual pursuant to Section 855.115(a)(1)(C) of the Texas Government Code, which information TMRS must protect pursuant to Sections 552.101 and 855.115 of the Texas Government Code (attached as Exhibit B, and incorporated by reference); and

WHEREAS, the City, the City Portal Administrator, and the City Portal Users understand that they may violate provisions of and be subject to potential civil and criminal penalties under the Texas Public Information Act for failure to comply with the terms of this Agreement or any applicable provisions of the Texas Public Information Act with respect to any Confidential Information; and

WHEREAS, TMRS is willing to disclose such information only upon acknowledgement and agreement of the City and the City Portal Administrator of the terms and conditions required for access to the information:

AGREEMENTS

NOW, THEREFORE, in consideration of the foregoing premises, the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, TMRS, the City, and the City Portal Administrator hereby agree to the terms and conditions below:

1. The City and City Portal Administrator represent and warrant that all information requested by any City Portal User will be information that is reasonably necessary to the performance of the duties

of the City Portal User requesting such information. The City Portal Administrator hereby attests that he/she has attended and completed training by TMRS on the City Portal. The City Portal Administrator hereby agrees that only persons meeting the following criteria may be trained to become a City Portal User: (i) a contributing TMRS member, and (ii) job duties require access to the Confidential Information. The City and the City Portal Administrator agree that all City Portal Users shall be trained by the City Portal Administrator on the obligations and responsibilities set forth in this Agreement and shall ensure that any City Portal User shall agree in writing to be bound by the same terms and conditions contained in this Agreement prior to such City Portal User's access to the City Portal.

2. The City and the City Portal Administrator each represents, warrants, and covenants that any City Portal User, or any City employee, officer, representative, contractor or agent (collectively, "Representatives") who will receive any Confidential Information (defined below), shall, prior to receiving such information, be given a copy of this Agreement and shall **sign** an acknowledgement agreement, in the form attached hereto as Exhibit A, in which such person agrees to be bound by all terms and conditions contained in this Agreement regarding the use and protection of the Confidential Information. Each City Portal User is responsible for maintaining the confidentiality of his or her password. City Portal Users shall not share passwords, or allow any unauthorized person or groups of persons to use one password to access the City Portal. The City Portal Administrator shall promptly terminate the access rights of any City Portal User that is no longer employed by the City, or who is no longer authorized by the City to have access or no longer requires access to the City Portal for the performance of such persons' duties, or who violates the terms and conditions set forth in this Agreement. The City and the City Portal Administrator each agrees to use its reasonable best efforts to cause all City Portal Users and any Representatives who receive any Confidential Information to observe the terms and conditions of this Agreement, and agrees that the City will be responsible for any breach of any terms of this Agreement by any of its City Portal Users or Representatives.

3. The City, the City Portal Administrator, the City Portal Users and the Representatives each agree that all Confidential Information (a) shall be maintained in accordance with Section 855.115 of the Texas Government Code, as amended from time to time (a current copy of which is attached hereto as Exhibit B), and in strict confidence except as required by an order of a court of competent jurisdiction or other legal process; (b) shall not be disclosed to any third party other than the authorized employees or agents of the City who have a need to know the information in connection with the performance of their official duties for the City; (c) shall not be used for any purpose other than for the purpose of, and only to the extent it is reasonably necessary to, the performance of his/her official duties for the City, and (d) shall, at the City's option and expense, be returned to TMRS or be destroyed by the City (in either case, including all originals and copies of all Confidential Information) upon completion of the set task for which it is required or at the end of an appropriate record retention period. The City must notify TMRS if it chooses to destroy or return the Confidential Information and will confirm the completion of such destruction to TMRS in writing, if it chooses to destroy the Confidential Information.

4. The City, the City Portal Administrator, the City Portal Users, and the Representatives shall not publish any report, press release, data or other information regarding or derived from such Confidential Information to the extent the report, press release, data or other information includes individual participant or retiree data in a form identifiable with a specific individual and whose release would be prohibited by Section 855.115 of the Texas Government Code, unless otherwise required by applicable law.

5. The parties agree that if a breach of this Agreement occurs with respect to the Confidential Information, TMRS shall suffer irreparable harm and significant injury and loss to a degree which would be difficult to ascertain and which would not be fully compensable by damages alone, and that TMRS

shall have the right to invoke the jurisdiction of the courts to seek immediate temporary or permanent injunctive relief, specific performance or other equitable relief, without bond, and without prejudice to any other rights and remedies available to TMRS. To the extent permitted by applicable state law, the City shall indemnify and hold harmless TMRS from all damages, losses, expenses and costs whatsoever, including but not limited to attorney's fees, resulting from breach of this Agreement by the City, the City Portal Administrator, or a City Portal User.

6. For the purposes of this Agreement, "Confidential Information" shall mean all TMRS data which is subject to Section 855.115 of the Texas Government Code, including, but not limited to, any information concerning an individual member, retiree, annuitant, or beneficiary, whether in electronic or written form, provided by TMRS to the City, the City Portal Administrator or any City Portal User during the term of this Agreement. Confidential Information will not include any information which (i) is or becomes publicly available other than as a result of a disclosure by the City, the City Portal Administrator, a City Portal User, or any Representative, (ii) is already in the City Portal Administrator's or City's possession prior to its disclosure through the use of the City Portal, as demonstrated by written or documented evidence, and not otherwise subject to the confidentiality provisions of Section 855.115 of the Texas Government Code; (iii) is or becomes available to the City Portal Administrator or City on a non-confidential basis from a source other than TMRS, provided that such source is not subject to any legal, contractual, or fiduciary obligation to keep such information confidential, or (iv) is independently developed by the City Portal Administrator on the City's behalf, as demonstrated by written or documented evidence, without violating any of the obligations hereunder.

7. TMRS reserves the right to deny access to the City Portal for any City Portal User for any reason, and may require any City Portal User to change a password for any reason.

8. TMRS, MyTMRS and the TMRS "Star Design" logo are trademarks and service marks of TMRS and are used and registered in the United States. Use of these trademarks and service marks without permission is prohibited, and the City and City Portal Administrator agree that no City Portal User will use any of these trademarks and service marks without the prior written consent of TMRS to the specific intended use.

9. The information and materials contained in the City Portal, and the terms, conditions, and descriptions that appear, are subject to change at any time. Estimates provided through the City Portal are subject to the limitations stated on the City Portal website and the terms and conditions listed thereon. The City, the City Portal Administrator, and the City Portal Users are not agents of TMRS and shall not represent that they have authority to represent or certify information on behalf of TMRS.

10. Unauthorized use of the City Portal or any of the TMRS systems, or misuse of any information posted on the City Portal is strictly prohibited. Use of the City Portal or any Confidential Information (i) for any purpose other than as reasonably necessary for the performance of duties of a City employee or official, (ii) for any illegal activity, or (iii) to engage in conduct that is defamatory, libelous, threatening or harassing or that infringes on a third party's intellectual property or other proprietary rights, is prohibited.

11. This Agreement is to be governed by, construed and interpreted in accordance with the laws of the State of Texas without regard to its conflicts of laws principles. It is agreed that venue shall be in the District Court of Travis County, Texas. Each party hereto hereby irrevocably submits, for itself and its property, to the jurisdiction of the courts of Travis County, Texas in any action, suit, or proceeding brought against it related to or in connection with this Agreement.

12. If any third person or entity requests or seeks to compel the City or any City Portal User to disclose or produce any information provided to the City or any City Portal User by TMRS, through the City Portal or otherwise, under this Agreement which is subject to Section 855.115 of the Texas Government Code, or claims an entitlement to any such information on the grounds that such information is alleged or claimed to be generally available to the public or to constitute in whole or in part a public record, document or report under applicable law, the City agrees to file a timely request for an opinion of the Texas attorney general seeking to withhold the information under the Texas Public Information Act. In addition, the City agrees to use its best efforts to notify TMRS within two (2) business days of its receipt of such a request, but in no case later than is reasonably necessary to provide TMRS an adequate opportunity to request a legal opinion or to consent to or seek to prevent such disclosure through protective order or other appropriate remedy.

13. Each party agrees that no failure or delay by any party in exercising or enforcing any right, power, privilege or remedy under this Agreement will constitute a waiver thereof, and a waiver under one circumstance will not constitute a waiver under any other circumstance.

14. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

15. This Agreement may be unilaterally amended by TMRS at any time upon 60 days prior written notice to the City Portal Administrator. No party may assign any of its rights or delegate any of its duties under this Agreement to any other person or entity without the prior written consent of the other parties hereto. A transfer by operation of law, including by merger or consolidation, is an assignment subject to the provisions of this Section.

16. This Agreement may be terminated by either TMRS or the City, for any reason, upon 30 days prior written notice of termination to the other party. Any provision of this Agreement which, by its nature, may become performable by a party after termination of this Agreement will survive termination of this Agreement.

17. In the event of any suit, action, or arbitration proceedings (whether based on contract, tort, or any other theory of liability) to enforce any provision of this Agreement, to recover damages for a breach hereof, or to secure or preserve the rights of any party against any other party to any property which is the subject of this Agreement, the prevailing party will be entitled to recover reasonable attorney fees (other than fees computed on a contingency fee basis), court costs, and expenses of arbitration and litigation expended in the prosecution or defense thereof.

18. The City and the City Portal Administrator each represent and warrant that the City Portal Administrator has the requisite right and authority to execute this Agreement on behalf of the City and to bind the City, the City Portal Administrator, and the City Portal Users to the provisions hereof. The parties further agree that this Agreement contains the entire understanding of the parties with respect to the subject matter hereof and that there are no other agreements or understandings with respect to the subject matter. No party will be liable or bound to any party in any manner by any warranties, representations, or covenants other than those set forth in this Agreement. Nothing in this Agreement, express or implied, is intended to confer upon any third party any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

19. This Agreement may be executed by the parties in multiple original counterparts, and each such counterpart will constitute an original hereof.

IN WITNESS WHEREOF, this TMRS City Portal Use Agreement shall be effective for all purposes on the date fully executed, as evidenced by the signatures below.

CITY:

(CITY OF) **Rancho Viejo**

BY: _____
(SIGNATURE)

PRINTED NAME: **Jean Hager**

TITLE: **Mayor**

DATE: **March 17, 2015**

CITY PORTAL ADMINISTRATOR:

SIGNATURE: _____

PRINTED NAME: **Fred Blanco**

TITLE: **Town Administrator**

CITY OF **Rancho Viejo**

DATE: **March 17, 2015**

TMRS:

TEXAS MUNICIPAL RETIREMENT SYSTEM:

BY: _____
(SIGNATURE)

PRINTED NAME: **ERIC DAVIS**
TITLE: **DEPUTY EXECUTIVE DIRECTOR**

DATE: _____

EXHIBIT A

**ACKNOWLEDGEMENT AGREEMENT
TO TMRS CITY PORTAL USE AGREEMENT**

I, Fred Blanco, for the purpose of being designated as a City Portal User under the terms and conditions of that certain Texas Municipal Retirement System City Portal Use Agreement, as amended from time to time (the "Agreement") by and among the Texas Municipal Retirement System ("TMRS"), the City of Rancho Viejo (the City"), and the City Portal Administrator (as defined in the Agreement), hereby represent, warrant, acknowledge and agree that (i) I have received and read a full and complete copy of the Agreement, and (ii) I agree to comply with and be bound by all terms and conditions of the Agreement, including but not limited to the use and protection of Confidential Information (as defined in the Agreement).

I understand that I may violate provisions of and be subject to potential civil and criminal penalties under the Texas Public Information Act if I fail to comply with the terms of this Agreement or any applicable provisions of the Texas Public Information Act with respect to any Confidential Information.

(Signature)

Name: Fred Blanco

Date: March 17, 2015

[CITY PORTAL ADMINISTRATOR: RETAIN THIS AGREEMENT WITH YOUR FILES]

Exhibit B
Section 855.115 of the Texas Government Code

Sec. 855.115. CONFIDENTIALITY OF INFORMATION ABOUT MEMBERS, RETIREES, ANNUITANTS, OR BENEFICIARIES. (a) Information contained in records that are in the custody of the retirement system concerning an individual member, retiree, annuitant, or beneficiary is confidential under Section 552.101, and may not be disclosed in a form identifiable with a specific individual unless:

(1) the information is disclosed to:

(A) the individual or the individual's attorney, guardian, executor, administrator, conservator, or other person who the director determines is acting in the interest of the individual or the individual's estate;

(B) a spouse or former spouse of the individual after the director determines that the information is relevant to the spouse's or former spouse's interest in member accounts, benefits, or other amounts payable by the retirement system;

(C) a governmental official or employee after the director determines that disclosure of the information requested is reasonably necessary to the performance of the duties of the official or employee; or

(D) a person authorized by the individual in writing to receive the information;

or

(2) the information is disclosed pursuant to a subpoena and the director determines that the individual will have a reasonable opportunity to contest the subpoena.

(b) This section does not prevent the disclosure of the status or identity of an individual as a member, former member, retiree, deceased member or retiree, or beneficiary of the retirement system.

(c) The director may designate other employees of the retirement system to make the necessary determinations under Subsection (a).

(d) A determination and disclosure under Subsection (a) may be made without notice to the individual member, retiree, annuitant, or beneficiary.

12. Consideration/Discussion /Action on Golf Cart Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF RANCHO VIEJO, TEXAS, AMENDING CHAPTER 62 "TRAFFIC AND MOTOR VEHICLES" BY ADDING ARTICLE V "GOLF CARTS"; AMENDING ARTICLE V "GOLF CARTS" OF CHAPTER 62 BY ADDING SECTIONS 62-100, 62-101, AND 62-102; ARTICLE IV AND ARTICLE V ARE AMENDED BY RESERVING FUTURE SECTIONS FOR POTENTIAL FUTURE EXPANSION; PROVIDING FOR A PENALTY; PROVIDING FOR AN EFFECTIVE DATE, AND PUBLICATION IN CAPTION FORM

WHEREAS, for the health, safety, and welfare of the residents of the Town of Rancho Viejo, Texas, an ordinance authorizing the use of golf carts are deemed to be in the best interest of the residents of the Town of Rancho Viejo, Texas;

WHEREAS, golf cart use can help to reduce overall emissions and their use is an eco-friendly or "green" alternative to traditional passenger vehicles; and

NOW, THEREFORE, pursuant to the authority granted by the Section 551.404 of the Texas Transportation Code, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE TOWN OF RANCHO VIEJO, TEXAS, THAT:

SECTION 1. That the Board of Aldermen finds and determines the foregoing recitals to be true and correct and hereby makes them part of this ordinance.

SECTION 2. That Chapter 62 "Traffic and Motor Vehicles" is hereby amended by adding Article V "GOLF CARTS". Said Article V shall immediately follow Article IV "Stopping, Standing, and Parking".

SECTION 3. That Article IV "Stopping, Standing, and Parking" is hereby amended by reserving Section Numbers 62-81 through 62-99 for potential future expansion.

SECTION 4. That newly created Article V "Golf Carts" is hereby amended by creating Section 62-100 "Definitions". That newly created 62-100 "Definitions" shall read as follows:

"In this Article:

(A) "Golf Cart" shall have the meaning assigned by the Texas Transportation Code § 502.001(18), as amended, and means a motor vehicle commonly referred to as a golf cart, which must have four wheels and has an attainable top speed not greater than 25 miles per hour and which is manufactured primarily for transporting persons on a golf course and in compliance with those federal motor vehicle safety standards for low-speed vehicles. Specifically excluded from this definition are those motorized conveyances commonly referred to as all-terrain vehicles ("ATV"), off road vehicles, four-wheelers, Mules, Gator, and design altered golf carts which have been altered to allow them to travel at a speed greater than 25 miles per hour.

- (B) A "Public Roadway" includes a road, street, way, thoroughfare, or bridge:
- (1): that is within the city limits of the Town of Rancho Viejo;
 - (2): that is for the use of vehicles; and
 - (3): that is not privately owned or controlled"

SECTION 5. Article V "Golf Carts" is hereby further amended by creating Section 62-101 "Use of Golf Carts". Said Section 62-101 shall read as follows:

"Subject to Section 62-103 "Prohibited Acts", a golf cart may be used on a Public Roadway but only if:

- (A) The Public Roadway has a posted speed limit of not more than 35 miles per hour;
- (B) All drivers of Golf Carts shall abide by all traffic regulations applicable to vehicular traffic when using the authorized Public Roadways and parking areas of the Town;
- (C) All passengers of a Golf Cart must be seated at all times while the Golf Cart is in motion;
- (D) The Golf Cart has been duly registered as provided in this Article; and
- (E) The Golf Cart has the following equipment properly attached:
 - (1): headlamps;
 - (2): taillamps;
 - (3): reflectors;
 - (4): parking brake;
 - (5): mirrors; and
 - (6): a slow moving vehicle emblem"

SECTION 6. Article V "Golf Carts" is hereby further amended by creating Section 62-102 "Registration of Golf Carts". Said Section 62-102 shall read as follows:

"An individual who wishes to utilize his Golf Cart pursuant to this article must register said Golf Cart pursuant to the following:

- (A) Each golf cart shall be registered annually with the Town;
- (B) The Town shall charge a fee of \$25.00 for each registered golf cart; and
- (C) The owner of a golf cart who wishes to register said golf cart shall at a minimum provide:
 - (1) proof of ownership;

(2) proof of Financial Responsibility, in the form proof of insurance prescribed under Section 601.051 "Requirement of Financial Responsibility" of the Texas Transportation Code;

(3) the mailing address of the owner and the address of the storage location of the golf cart if different than the mailing address of the owner; and

(4) access to the golf cart at the time of registration to allow the Town to inspect and make certain that the golf cart is compliance with Article V."

SECTION 7. Article V "Golf Carts" is hereby further amended by creating Section 62-103 "Prohibited Acts". Said Section 62-103 shall read as follows:

"(A) Golf Carts are prohibited from pulling trailers, boats, jet skis, other objects or people on public streets and the right of way.

(B) Drivers and Passengers shall not exceed the seating capacity of the Golf Cart as designed by the manufacturer."

SECTION 8. Article V "Golf Carts" is hereby further amended by creating Section 62-104 "Penalties". Said Section 62-104 shall read as follows:

"Any person who violates the terms of this Article shall be penalized as follows:

(A) In addition to traffic violations for which the owner of the Golf Cart, driver of the Golf Cart, or both may be subject to pursuant to state law, violations of this Article V of Chapter 62 are unlawful and a misdemeanor offense punishable by a fine not to exceed \$100.00."

SECTION 9. That Article V "Golf Carts" is hereby amended by reserving Section Numbers 62-105 through 62-119 for potential future expansion.

SECTION 10. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 11. That the Code of the Town of Rancho Viejo, as amended, shall remain in full force and effect, save and except as amended by this ordinance.

SECTION 12. That if any section, paragraph, sentence, clause, phrase, or word of this ordinance is declared unconstitutional or invalid for any purpose, the remainder of this ordinance shall not be affected thereby and to this end the provisions of this ordinance are declared to be severable.

SECTION 13. That it is hereby found and determined that the meetings at which this ordinance was passed were open to the public, as required by Section 551.001 et. seq., Texas Government Code, and that advance public notice of the time, place, and purpose of said meetings was given.

SECTION 14. This Ordinance shall become effective from and after the date of its passage and publication, and it is accordingly so ordained.

PASSED, ADOPTED, AND APPROVED on this ____ day of _____ 2015.

Jean Hager, Mayor

ATTEST:

Fred Blanco, Town Administrator

13. Public Hearing to Consider Final Recommendation of the Planning and Zoning Commission on a “Plan for a Replat” Request by Henry Corona Jr., agent for Michael and Laura Hogan, owners of Lot 34, to obtain recommendation to the Board of Aldermen to approve the “Plan for a Replat” for Lot 34, The Bend at Rancho Viejo Subdivision, into two lots

February 9, 2015

Mrs. Cheryl J. Kretz

Town Secretary

Town of Rancho Viejo

3301 Carmen Avenue

Rancho Viejo, Texas 78575

RE: Replat of Lot 34, The Bend at Rancho Viejo Subdivision

Dear Mrs. Kretz:

With our preparation of the above captioned replat, the owners of Lot 34 wish to divide this very large lot into two very adequate lots to build on. All prerequisites required such as an attorney's opinion letter, tax certificates, and signatures to date on the plat for record are hereby submitted.

Consequently, we respectfully request that this plat be placed on the next strategic planning committee meeting for review and approval.

Thanking you for your consideration on this matter, I remain.

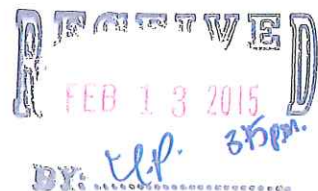
Sincerely,



Henry Corona Jr.

Registered Professional Land Surveyor

Licensed Professional Engineer



T- 3755

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

CERTIFICATE AS TO TITLE AND LIENS

February 4, 2015

TO: Sanchez, Whittington, Wood & Dijkman, L.L.C.
3505 Boca Chica Blvd., Suite 100
Brownsville, Texas 78521

Attention: C. Frank Wood

OWNER: ****MICHAEL L. HOGAN AND WIFE, LAURA T. HOGAN**** By
Warranty Deed dated December 21, 2012, filed December 26, 2012,
executed by BRAWCAS LIMITED PARTNERSHIP, A TEXAS
LIMITED PARTNERSHIP, recorded in Volume 19021, Page 303,
Official Records of Cameron County, Texas.

LEGAL: Lot Number Thirty-Four (34), THE BEND AT RANCHO VIEJO
SUBDIVISION, Cameron County, Texas, according to the Map recorded
in Cabinet I, Slots 1973-A and 1973-B, Map Records, Cameron County,
Texas.

LIENS: None of Record.

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

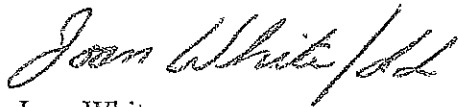
By acceptance hereof, Issuer hereof expressly limits examination as to title, liens and judgments. Liability herein shall extent for a one-year period from date herein, and for the amount paid for this information.

Page 2

SUBJECT TO ERRORS AND OMISSIONS AS OF:

January 20, 2015 at 8:00 a.m.

RIO GRANDE VALLEY ABSTRACT CO., INC.

A handwritten signature in cursive script that reads "Joan White/dd". The signature is written in dark ink and is positioned above the typed name and title.

Joan White
President
MJW/dd

CAMERON COUNTY TAX OFFICE
 Tony Yzaguirre, Jr Tax Assessor Collector
 964 E. Harrison
 Brownsville TX 78520
 (956) 544-0800

JANUARY 22, 2015

TAX STATEMENT FOR TAXES DUE

ACCOUNT NUMBER: 79/0113/0000/0340/00

PROPERTY DESCRIPTION
 THE BEND AT RANCHO VIEJO SUBD LOT
 34 (CAB 1 SLOT 1973-A&B CCMR)

HOGAN MICHAEL L & LAURA T
 47 FAIRWAY DR
 BROWNSVILLE, TX 78520-8907

ACRES : 2.9270

YEAR	SQ	ENTITY DESC.	BASE TAX	P&I/DISC.	COLL FEE	TOTAL
2014	0	BROWNSVILLE ISD SOUTH TEXAS ISD TOWN OF RANCH VIEJO BROWNSVILLE NAVIG. CAMERON COUNTY TX SHMOST COLLEGE VALLEY MUD #2				

2014 TAX DUE

ALL PAID

YEAR	SQ	ENTITY DESC.	LAND VAL	IMP VAL	AG VAL	EXMCD AMOUNT	NTV
2014	0	BROWNSVILLE ISD	278430				278430
2014	0	SOUTH TEXAS ISD	278430				278430
2014	0	TOWN OF RANCH VIEJO	278430				278430
2014	0	BROWNSVILLE NAVIG.	278430				278430
2014	0	CAMERON COUNTY	278430				278430
2014	0	TX SHMOST COLLEGE	278430				278430
2014	0	VALLEY MUD #2	278430				278430

GR TAX DUE
 GR TOTAL DUE

ALL PAID
 ALL PAID

** D U P L I C A T E T A X R E C E I P T **

RECEIPT NO: 371697

BATCH NO: 14334RC3

CAMERON COUNTY TAX OFFICE

EFFECTIVE DATE PAID: 11/30/2014

Tony Yzaguirre, Jr Tax Assessor Collector

ACCOUNT NUM: 79/0113/0000/0340/00

964 E. Harrison

REC'D BY: ROL

PROC DATE: 12/04/2014

Brownsville TX 78520

REF#: 5723455

PROC TYPE: RPD

(956) 544-0800

PROC TIME: 17:18:19

DESC: THE BEND AT RANCHO VIEJO SUBD LOT
34 (CAB 1 SLOT 1973-A&B CCMR)

NAME: HOGAN MICHAEL L & LAURA T
47 FAIRWAY DR
BROWNSVILLE, TX 78520-8907

YEAR	ENTITY	TYPE	BASE TAX	# ACRES:	P & I	COLL FEE	TOTAL AMT	REFERENCE
2014	IBR	F	3,189.88	2.927	63.80-		3,126.08	1
2014	SS	F	136.99		2.74-		134.25	1
2014	CRV	F	1,169.14		23.38-		1,145.76	1
2014	SB	F	116.94		2.34-		114.60	1
2014	GCC	F	1,111.75		22.24-		1,089.51	1
2014	SC	F	456.89		9.14-		447.75	1
2014	SV	F	974.51				974.51	1

TOTAL APPLIED 7,032.46

TOTAL TENDERED 7,032.46

PAID BY 20141204002001

CK #: PYMT TYPE: RPD

YEAR	ENTITY	CODE & DESCRIPTION	NET TAXABLE VALUE	TAX RATE
2014	IBR	BROWNSVILLE ISD	278,430	01.1456660000
2014	SS	SOUTH TEXAS ISD	278,430	00.0492000000
2014	CRV	TOWN OF RANCH VIEJO	278,430	00.4199060000
2014	SB	BROWNSVILLE NAVIG.	278,430	00.0420000000
2014	GCC	CAMERON COUNTY	278,430	00.3992910000
2014	SC	TX SHMOST COLLEGE	278,430	00.1640940000
2014	SV	VALLEY MUD #2	278,430	00.3500000000

VACATING PLAT

ZONE
ZONE



S06°44'08" W

349.97

(349.89 MAP)

363.47'

R E S A C A D E L R A N C H O V I E J O

ZONE "A"

EDGE OF WATER

ZONE "C"

LOT 34

LOT 35

- 2) ● = 1
- 3) ■ = W
- 4) THIS AS P VOLU

365.61'

20' UTILITY EASEMENT

200.18'

S82°28'46" E

179.5'

N82°28'46" W

R.O.W. LINE

N07°05'12" E

349.95'

RESACA BEND

ORCHARD ROAD

REPLAT OF
 LOT 34, THE BEND AT RANCHO VIEJO SUBDIVISION,
 IN THE TOWN OF RANCHO VIEJO, CAMERON COUNTY,
 TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN
 CABINET 1, SLOTS 1973-A AND 1973-B, MAP RECORDS OF CAMERON COUNTY, TEXAS

S06°44'08" W

(349 89 MAP) 349.97

174.98

362.47'

RESACA DEL RANCHO VIEJO

ZONE "A"

362.89

366.61'

EDGE OF WATER

BLOCK ONE

LOT 35

LOT 34A
199 RESACA BEND

LOT 34B
201 RESACA BEND

S82°28'46" E

300.16

30' UTILITY EASEMENT

200.0'

N 82° 28' 46" W

N82°28'46" W

179.6

RESACA DEL RANCHO VIEJO SUBDIVISION

174.98'

N07°05'12" E

174.97

349.95'

RAW LINE

Sec. 54-21. - Lot specification.

(a) No lot may be platted for residential use unless the same contains a minimum of 15,000 square feet of surface and has a minimum average width of 80 feet or more and a minimum average depth of 80 feet or more. Corner lots must be 17,400 square feet. The lot area shall be computed exclusive of all easements, except main line easements for public utilities, such as, electric, telephone and cable TV.

(b) Each lot shall face on a public street.

(c) Any lot that shares a common rear boundary line with another residential lot shall dedicate across the rear portion of the lot a ten-foot public easement for the purpose of maintaining a pedestrian right-of-way and open space. Said easement shall be used solely for recreational uses during daylight hours limited to pedestrian and non-motorized bicycle traffic and shall exclude any and all motorized/mechanized wheeled/track recreational vehicles of any kind. Wheelchairs or other similar non-recreational vehicles shall be permitted. In the center of said easement the developer shall construct a four-foot sidewalk, in conformance with the town's building codes. Except for the sidewalk, all town setback requirements shall apply in the easement.

(Ord. No. 182, 7-14-2009)

Sec. 54-22. - Conditions for lot re-platting.

No lots may be replatted, or vacated and replatted, without said replatted lots conforming to all town requirements for minimum lot sizes and average width and depth.

(Ord. No. 182, 7-14-2009)

Sec. 54-23. - Public sites and open spaces.

For subdivisions larger than five lots, five percent of land shall be dedicated for parks, playgrounds, waterways or other areas for public use. The developer shall give consideration to suitable sites for parks, playgrounds and other areas for public use so as to conform to the recommendations of the board. Any provision for parks, etc., shall be indicated on the preliminary plat.

(Ord. No. 182, 7-14-2009)

14. Consideration, Discussion and Action on Final Recommendation to the Board of Aldermen on a “Plan for a Replat” Request by Henry Corona Jr., agent for Michael and Laura Hogan, owners of Lot 34, to approve the “Plan for a Replat” for Lot 34, The Bend at Rancho Viejo Subdivision, into two lots

15. Consideration/ Acceptance of Certification of Unopposed Candidates; Consideration/ Approval of Order of Cancellation; and Consideration/ Approval of Ordinance Declaring Unopposed Candidates in the May 9, 2015 General Municipal Election Elected to Office, Canceling the Election, Providing for a Severability Clause, and Providing an Effective Date

ORDINANCE NO.

AN ORDINANCE DECLARING UNOPPOSED CANDIDATES IN THE MAY 9, 2015 GENERAL MUNICIPAL ELECTION ELECTED TO OFFICE; CANCELING THE ELECTION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the general municipal election was called for May 9, 2015 for the purpose of electing members to the Board of Aldermen; and

WHEREAS, the City Secretary has certified in writing that there is no proposition on the ballot, that no person has made a declaration of write-in candidacy, and that each candidate on the ballot is unopposed for election to office; and

WHEREAS, under these circumstances, Subchapter C, Chapter 2, Election Code, authorizes the Board of Aldermen to declare the candidates elected to office and cancel the election;

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

Section 1. The following candidates, who are unopposed in the May 9, 2015 general municipal election, are declared elected to office, and shall be issued certificates of election following the time the election would have been canvassed:

Cyndie Rathbun	Mayor
Bitty Truan	Alderman
Javier Vera	Alderman

Section 2. The May 9, 2015 general municipal election is canceled, and the City Secretary is directed to cause a copy of the Order of Cancellation to be posted on election day at each polling place that would have been used in the election.

Section 3. It is declared to be the intent of the Board of Aldermen that the phrases, clauses, sentences, paragraphs, and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this ordinance is declared invalid by the judgment or decree of a court of competent jurisdiction, the invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this ordinance since the Board of Aldermen would have enacted them without the invalid portion.

Section 4. This ordinance shall take effect upon its passage and it is so ordained.

PASSED, APPROVED, AND ADOPTED on this the 17th day of March, 2015.

Jean Hager
Mayor

ATTEST:

Fred Blanco
Town Secretary

**CERTIFICATION OF UNOPPOSED CANDIDATES FOR
OTHER POLITICAL SUBDIVISIONS (NOT COUNTY)
CERTIFICACIÓN DE CANDIDATOS ÚNICOS
PARA OTRAS SUBDIVISIONES POLITICAS (NO EL CONDADO)**

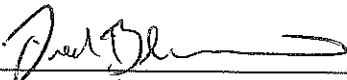
To: Presiding Officer of Governing Body
Al: Presidente de la entidad gobernante

As the authority responsible for having the official ballot prepared, I hereby certify that the following candidates are unopposed for election to office for the election scheduled to be held on May 9, 2015

Como autoridad a cargo de la preparación de la boleta de votación oficial, por la presente certifico que los siguientes candidatos son candidatos únicos para elección para un cargo en la elección que se llevará a cabo el 9 de mayo del 2015

List offices and names of candidates:
Lista de cargos y nombres de los candidatos:

Office(s) Cargo(s)	Candidate(s) Candidato(s)
Mayor	Cyndie Rathbun
Alderman	Bitty Truan
Alderman	Javier Vera



Signature (Firma)

Fred Blanco

Printed name (Nombre en letra de molde)

Town Secretary

Title (Puesto)

March 9, 2015

Date of signing (Fecha de firma)

(Seal) (sello)

ORDER OF CANCELLATION
ORDEN DE CANCELACIÓN

The Board of Aldermen hereby cancels the election scheduled to be held on
(official name of governing body)
May 9, 2015 in accordance with Section 2.053(a) of the Texas
(date on which election was scheduled to be held)

Election Code. The following candidates have been certified as unopposed and are hereby
elected as follows:

El junta de concejales por la presente cancela la elección que, de lo contrario,
(nombre oficial de la entidad gobernante)
se hubiera celebrado el 9 de mayo del 2015 de conformidad, con
(fecha en que se hubiera celebrado la elección)
la Sección 2.053(a) del Código de Elecciones de Texas. Los siguientes candidatos han sido
certificados como candidatos únicos y por la presente quedan elegidos como se haya indicado
a continuación:

Candidate (Candidato)	Office Sought (Cargo al que presenta candidatura)
Cyndie Rathbun	Mayor
Bitty Truan	Alderman
Javier Vera	Alderman

A copy of this order will be posted on Election Day at each polling place that would have
been used in the election.

*El Día de las Elecciones se exhibirá una copia de esta orden en todas las mesas electorales
que se hubieran utilizado en la elección.*

Mayor (Alcalde) Jean Hager

Secretary (Secretario) Fred Blanco

(seal) (sello)

March 17, 2015
Date of adoption (Fecha de adopción)

See reverse side for instructions
Instrucciones en el reverso

16. Presentation from the
Representatives of the Town
of Laguna Vista Regarding
Annexation Dispute with the
City of Brownsville

17. Public Comment

18. Adjourn