



NOTICE OF A PUBLIC MEETING
TOWN OF RANCHO VIEJO
BOARD OF ALDERMEN
REGULAR MEETING
NOVEMBER 15, 2016
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 NOVEMBER 15, 2016 at 6:00 P.M., in the TOWN MUNICIPAL OFFICE, 3301 CARMEN AVENUE, RANCHO VIEJO, TEXAS to consider the following items:

1. Call to Order
2. Roll Call
3. Invocation and Pledge
4. Public Comment
5. Approval of Minutes - Regular Meeting October 11, 2016
6. September 2016 Financial Report - Town Administrator
7. October 2016 Police Report - Police Chief
8. Public Hearing on Request by Mr. Manuel J. Montemayor, representative for Mr. Pedro Martinez, Brosatiah Investment Group, LLC, owner of Lots 1, 2, 3, 4, 5 and 6 Block 9, Las Haciendas Subdivision, Rancho Viejo, Texas 78575; to replat into two lots
9. Review/Discussion/Action on Request by Mr. Manuel J. Montemayor, representative for Mr. Pedro Martinez, Brosatiah Investment Group, LLC, owner of Lots 1, 2, 3, 4, 5 and 6 Block 9, Las Haciendas Subdivision, Rancho Viejo, Texas 78575; to replat into two lots
10. Street Project Report for Phase 1 - Ambiotec
11. Consideration/Action on Contract for the Monuments on the Entrances of Carmen Avenue and Cortez Avenue
12. Consideration/Action to approve A Resolution Recognizing the Importance of Municipal Courts, The Rule of Law, and the Fair and Impartial Administration of Justice
13. Announce Good Neighbor Settlement House Drive
14. Announce 2nd Annual Christmas Lighting Ceremony and Golf Cart & Bike Parade
15. Public Comment
16. Adjourn

A handwritten signature in black ink, appearing to read "Fred Blanco", is written over the text of the signature line.

Fred Blanco, Town Administrator

1. Call to Order

by Mayor Rathbun

2. Roll Call

by Isabel Perales

Aldерwoman Carr

Aldерwoman Guerrero

Alderman Lucio

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 - Regular Meeting October 11, 2016

MINUTES OF REGULAR MEETING
TOWN OF RANCHO VIEJO
BOARD OF ALDERMEN
OCTOBER 11, 2016

A Regular Meeting of the Board of Aldermen of the Town of Rancho Viejo, Texas, to be held on October 11, 2016 at 6:00 P.M., in the Town Municipal Office, 3301 Carmen Avenue, Rancho Viejo, Texas, the same being open to the public.

1. CALL TO ORDER:

The meeting was called to order by Mayor Cyndie Rathbun at 6:03 P.M.

2. ROLL CALL:

Roll call was made by Isabel Perales, Assistant Town Secretary. Members present at the meeting were:

Mrs. Maribel Guerrero
Mrs. Bitty Truan
Mr. Javier Vera

Members absent:

Mrs. Lupita Carr
Mr. Erick Lucio

A quorum was present at the meeting.

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

Those present in the audience were:

Christopher Champion, RVVFD	Chief M. Cruz, Jr.	Lorenzo Garza
Christina Laredo	Cesar Pedraza, BFD	Noel Garza, BFD
Carlos Elizondo, Chief BFD		

3. INVOCATION AND PLEDGE:

Alderwoman Guerrero led the group in the invocation and pledge of allegiance to the American and Texas Flags.

4. PUBLIC COMMENT:

There were no comments from the audience.

5. APPROVAL OF MINUTES - REGULAR MEETING SEPTEMBER 13, 2016:

Motion was made by Alderwoman Guerrero, seconded by Alderman Vera, and unanimously carried, to approve the minutes of the Regular Meeting held on September 13, 2016 as written.

6. AUGUST 2016 FINANCIAL REPORT - TOWN ADMINISTRATOR:

Fred Blanco, Town Administrator went over several items on the financial report, including the bank balances for the General Account, Debt Account and the Police Asset Forfeiture account and interests.

7. SEPTEMBER 2016 POLICE REPORT - POLICE CHIEF:

Police Chief Cruz went over each item on the September 2016 police report.

13. INTRODUCTION OF THE RANCHO VIEJO VOLUNTEER FIRE DEPARTMENT - FIRE CHIEF:

Mayor Rathbun introduced the new Fire Chief for the Rancho Viejo Volunteer Fire Department, Christopher Champion the Chief Champion has worked with the Volunteer Fire Department for several years and is looking forward to continue to work with the community as well as with the Brownsville Fire Department. Mayor Rathbun and the Board thanked Chief Champion for taking the position.

8. DISCUSSION OF BROWNSVILLE EMERGENCY MEDICAL SERVICES - CHIEF ELIZONDO:

Chief Carlos Elizondo applauded the Rancho Viejo Volunteer Fire Chief, Chris Champion. Chief Elizondo made a presentation on the locations and equipment available for the Brownsville Emergency Medical Services, he also mentioned that they are working on adding a 10th location near Rancho Viejo. Chief Elizondo answered several questions from the board and stated that Brownsville EMS has a Mutual Aid Agreement with several other emergency responders. Chief Elizondo and Assistant Chief Pedraza are looking forward to help with additional training and working with Rancho Viejo Police Department.

10. CONSIDERATION/APPROVAL TO DECLARE ONE 2000 JEEP CHEROKEE (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, all unanimously carried, to Declare One 2000 Jeep Cherokee (Seized Vehicle that is Asset Forfeiture) Surplus Property to be Sold and Authorize the Police Chief/Mayor to Accept the Highest Offer.

11. CONSIDERATION/APPROVAL OF RESOLUTION OF THE BOARD OF ALDERMEN OF THE TOWN OF RANCHO VIEJO, TEXAS AUTHORIZING BANK ACCOUNTS AND DEPOSITORY HERETOFORE ESTABLISHING AND AUTHORIZING CERTAIN PERSONS TO SIGN CHECKS AND OTHER NECESSARY TRANSACTIONS FOR SAME:

Motion was made by Alderwoman Truan, seconded by Alderman Vera, and unanimously carried, to approve Resolution No. 288 - A RESOLUTION OF THE BOARD OF ALDERMEN OF THE TOWN OF RANCHO VIEJO, TEXAS AUTHORIZING BANK ACCOUNTS AND DEPOSITORY HERETOFORE ESTABLISHING AND AUTHORIZING CERTAIN PERSONS TO SIGN CHECKS AND OTHER NECESSARY TRANSACTIONS FOR SAME.

12. CONSIDERATION/ACTION ON AN ORDINANCE OF THE TOWN OF RANCHO VIEJO AMENDING ORDINANCE NO. 62T REAPPOINTING MEMBERS OF THE BUILDING COMMITTEE:

Motion was made by Alderwoman Guerrero, seconded by Alderwoman Truan, and unanimously carried, to approve Ordinance No. 62V - AN ORDINANCE OF THE TOWN OF RANCHO VIEJO AMENDING ORDINANCE NO. 62 REAPPOINTING MEMBERS OF THE BUILDING COMMITTEE. Mr. Tim Trapp was reappointed for two years.

9. PRESENTATION BY TEXAS CITRUS PEST AND DISEASE MANAGEMENT CORPORATION (CITRUS GREENING AND CITRUS CANKER):

Lorenzo Garza and Christina Laredo gave a brief presentation on the citrus greening and the citrus canker diseases affecting citrus trees in Rancho Viejo. Texas Citrus Pest and Disease Management Corporation is a non-profit organization funded by the citrus growers of South Texas along with some

state funds. There were 65 citrus trees that were found infected in Rancho Viejo. The trees were removed and had to be destroyed. They want to spread the news about how serious these diseases can be and how quickly it is to spread. They want the community and people who do maintenance to know how to help us and how easy it can be to keep the disease from spreading more.

14. PUBLIC COMMENT:

There were no comments from the public.

15. ADJOURN:

The meeting was adjourned at 6:59 P.M.

BY: _____
Fred Blanco, Town Administrator

APPROVED: _____
Cyndie Rathbun, Mayor

DATE: _____

6. September 2016 Financial Report - Town Administrator

7. October 2016 Police Report - Police Chief

8. Public Hearing on Request by Mr. Manuel J. Montemayor, representative for Mr. Pedro Martinez, Brosatiah Investment Group, LLC, owner of Lots 1, 2, 3, 4, 5 and 6 Block 9, Las Haciendas Subdivision, Rancho Viejo, Texas 78575; to replat into two lots

MONTEMAYOR, HANSEN, GARCIA
VILAFRANCO & ASSOCIATES
ENGINEERS & SURVEYORS

6491 Paredes Line Road
Brownsville, Texas 78520
Bro. (956) 546-0671
Fax # (956) 541-8606

FRED BLANCO,
TOWN ADMINISTRATOR
TOWN OF RANCHO VIEJO, TEXAS

OCTOBER 17, 2016

RE: Proposed " AMENDED LETTER FOR LAS HACIENDAS AT RANCHO VIEJO
SUBDIVISION "

Dear Mr. Blanco,

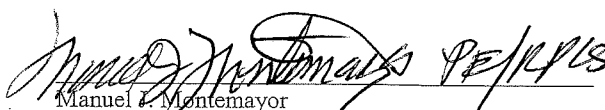
We are requesting that "LAS HACIENDAS AT RANCHO VIEJO SUBDIVISION, SECTION 1", being an amended plat of Lots 1, 2, 3, 4, 5, and 6, Las Haciendas at Rancho Viejo Subdivision, Section 1, to replat into 2 lots being lots 1 and 2, block 1 of Cameron County, Texas be considered for approval. Please place us at your earliest possible meeting.

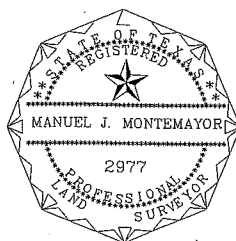
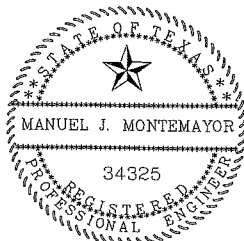
The owner on record for this property is Brosatiah Investment Group, LLC, located on 30 Providence, Suite 5B, Brownsville, TX 78521, and phone number (832) 727-7711. The present existing 6 lots are zoned commercial.

This is a proposed 2 lot commercial subdivision fronting on existing Olmito Cavazos Road, an asphalt road. Water and sewer service will be provided by the Valley Municipal Utility District No 2. Solid waste service will be available when Building Permit is obtained. and Electricity will be provided by AEP/Magic Valley Elect Co-Op,

We will add the subdivision restrictions on the plat as requested by the City.

\$75.00 (application fee) has been submitted.


Manuel J. Montemayor
Registered Public Surveyor # 2977
Registered Professional Engineer # 34325
10/17/16



Maneul J. Montemayor
President

Juan Carlos Ruiz
Office Mngr.

9. Review/Discussion/Action on Request by Mr. Manuel J. Montemayor, representative for Mr. Pedro Martinez, Brosatiah Investment Group, LLC, owner of Lots 1, 2, 3, 4, 5 and 6 Block 9, Las Haciendas Subdivision, Rancho Viejo, Texas 78575; to replat into two lots

10. Street Project Report for Phase 1 - Ambiotec

11. Consideration/Action on Contract for the Monuments on the Entrances of Carmen Avenue and Cortez Avenue



PH. 956-423-2689

FAX 956-423-3914

313 HANMORE

HARLINGEN, TX. 78550



Quotation

313 Hanmore
Harlingen, TX. 78550
Phone 956-423-2689
Fax 956-423-3914

DATE 10/7/2016

[e-mail: lindaq@godwinsigns.com](mailto:lindaq@godwinsigns.com)

Quotation # 100716

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

Quotation valid until: 12/7/2016

Prepared by: Linda Pullin

[Texas Sign Contractor Lic # 18053](#)

Atten: Isabel Perales

...Serving the Valley for Over 68 Years...

Description	AMOUNT
<p align="center">Proposal for Monument Signage With Installation</p> <p>Permit, provide and install one set each of 1/4" thick, precision cut aluminum plate letters and graphics for Carmen & Cortez monument signs "by others". Total Materials and Labor, plus cost of permits...</p> <p>Estimated cost of two sign permits with graphics...</p> <p>Description: 1/4" thick precision cut aluminum plate letters/graphics, #3130 Duranodic Bronze paint-matte finish. Mounting with non-corrosive aluminum studs having 1/2" stand-off from surface. Graphic: same as above and with added paint color #5657 white for the logo detail.</p> <p>Regulated by the Texas Dept. of Licensing and Regulation, PO Box 12157, Austin, TX 78711, 1-800-803-9202, 512-463-6599; website: www.license.state.tx.us/complaints</p>	<p align="right">\$3,647.66</p> <p align="right">\$70.00</p>

	Subtotal:	\$3,717.66
<i>Estimated Lead Time is four weeks.</i>	Sales Tax @ 8-1/4%	\$ 300.93
	USD. Job Total:	\$4,018.59

OUR TERMS: 50% DOWN WITH ORDER AND NET DUE 30 DAYS AFTER COMPLETION. Our proposal may be withdrawn if not accepted in 60 days. We are state licensed electrical sign contractors, maintain full insurance coverage and warrant our permanent signs from material defect for one year, labor is warranted 90 days.

ACCEPTANCE: We find the above acceptable as presented by Godwin & Son Signs and hereby authorize work to proceed accordingly. Today's Date: ____/____/____

By: _____ For: _____

If you have any questions concerning this quotation contact **LINDA GODWIN PULLIN** at **956-423-2689**.
THANK YOU - WE APPRECIATE YOUR BUSINESS!



PH. 956-423-2689

FAX 956-423-3914

313 HANMORE

HARLINGEN, TX. 78550



Quotation

313 Hanmore
Harlingen, TX. 78550
Phone 956-423-2689
Fax 956-423-3914

DATE 11/1/2016

[e-mail: lindag@godwinsigns.com](mailto:lindag@godwinsigns.com)

Quotation # 110116

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

Quotation valid until: 1/2/2017

Prepared by: Linda Pullin

[Texas Sign Contractor Lic # 18053](#)

Atten: Isabel Perales

...Serving the Valley for Over 68 Years...

Description	AMOUNT
<p>Proposal for Two Lines of Additional Copy/Installation on Monument Signs-Same Trip</p> <p>Provide two additional lines of copy with installation in 1/4" thick, precision cut aluminum plate letters for two monument signs "by others". Total Materials and Labor, plus cost of permits...</p> <p>To be included in original permit submittal to the City of Brownsville.</p> <p>Description: 1/4" thk x 3.6/3.0 " high, precision cut aluminum plate letters/graphics, #3130 Duranodic Bronze paint-matte finish. Mounting with non-corrosive aluminum studs having 1/2" stand-off from surface. Copy, one each: CASA GRANDE/POOL>> <<HOTEL & CLUB ADMINISTRATION</p>	<p>\$1,225.00</p> <p>\$0.00</p>

Regulated by the Texas Dept. of Licensing and Regulation, PO Box 12157, Austin, TX 78711, 1-800-803-9202, 512-463-6599;
website: www.license.state.tx.us/complaints

	Subtotal:	\$1,225.00
Estimated Lead Time is four weeks.	Sales Tax @ 8-1/4% \$	104.06
	USD. Job Total:	\$1,326.06

OUR TERMS: 50% DOWN WITH ORDER AND NET DUE 30 DAYS AFTER COMPLETION. Our proposal may be withdrawn if not accepted in 60 days. We are state licensed electrical sign contractors, maintain full insurance coverage and warrant our permanent signs from material defect for one year, labor is warranted 90 days.

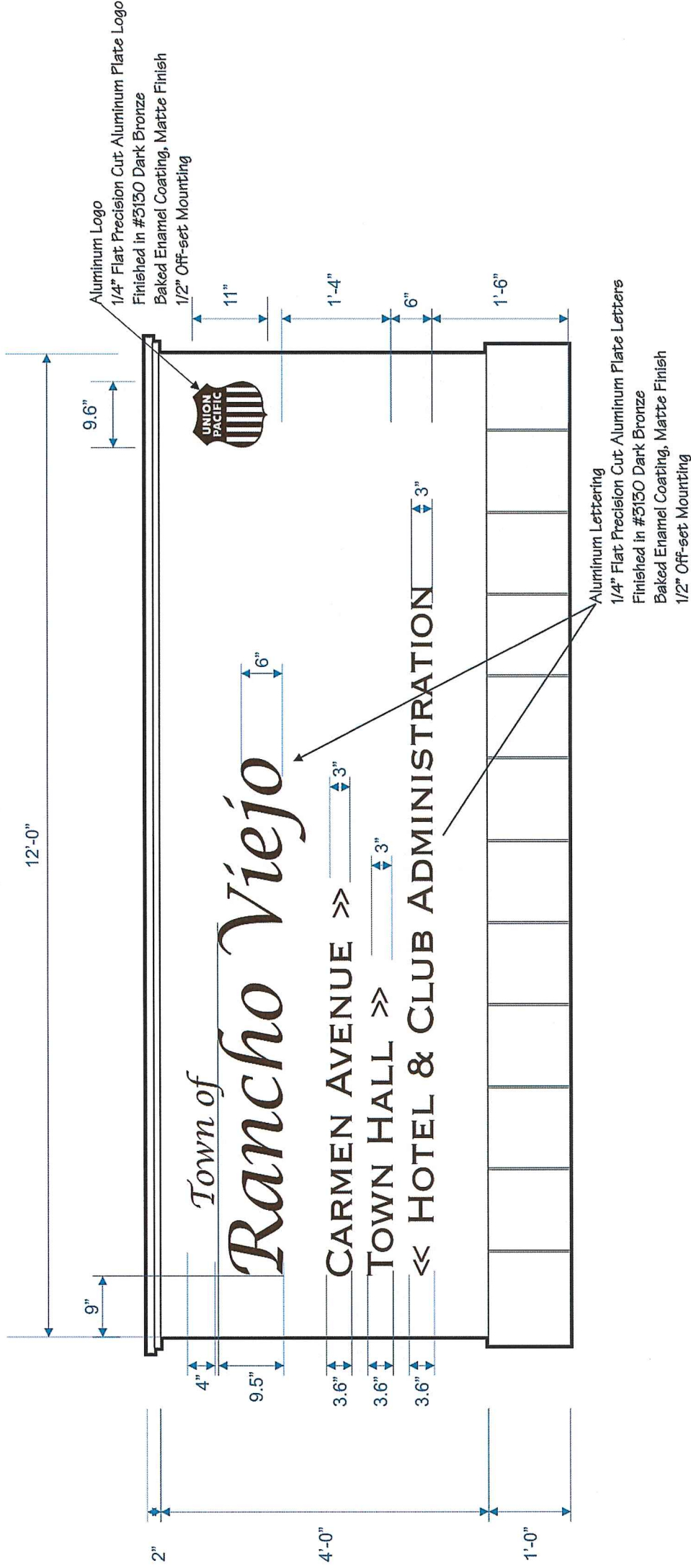
ACCEPTANCE: We find the above acceptable as presented by Godwin & Son Signs and hereby authorize work to proceed accordingly. Today's Date: ____/____/____

By: _____ For: _____

If you have any questions concerning this quotation contact **LINDA GODWIN PULLIN** at **956-423-2689**.

THANK YOU - WE APPRECIATE YOUR BUSINESS!

**Rancho Viejo Monument
Carmen Ave**



**Furnish and Install
Sign Letters for Monument Signs**

GODWIN & SON
Signs

313 Hammore Industrial Pk
Hoffman Tx, 78650
956-423-2689 / 1-800-779-4635
E-mail: artdepartment@godwinsigns.com
Lic. # TSCL 18053

Address: 3901 Carmen Ave
City: Rancho Viejo
Page: 2 of 2
Sales: Linda Pullin
Designer: RDC

Customer: Rancho Viejo
Design #: 05-6049
Date: 11-04-2016

The custom artwork depicted herein is for representational purposes only and may not exactly match the colors of the materials proposed. Electrical signs produced by Godwin & Son Signs conform to UL-48 Standards. This is an original unpublished drawing submitted in connection with a project we are planning for you. This drawing is not to be copied, reproduced, exhibited, or shown to anyone outside your organization without the expressed written consent of Godwin & Son Sign Co.

PLEASE NOTE: Up to 2 revisions included in initial design. Any additional changes will incur a standard design charge of \$60.00 per hour. Please carefully Proofread and check Colors before approving. Any changes made after approval will incur additional charges.

Color/Vinyl Specs

#3130 Dark Bronze Baked Enamel (Matte Finish)

White

Revisions

11/04/2016 - Additional line

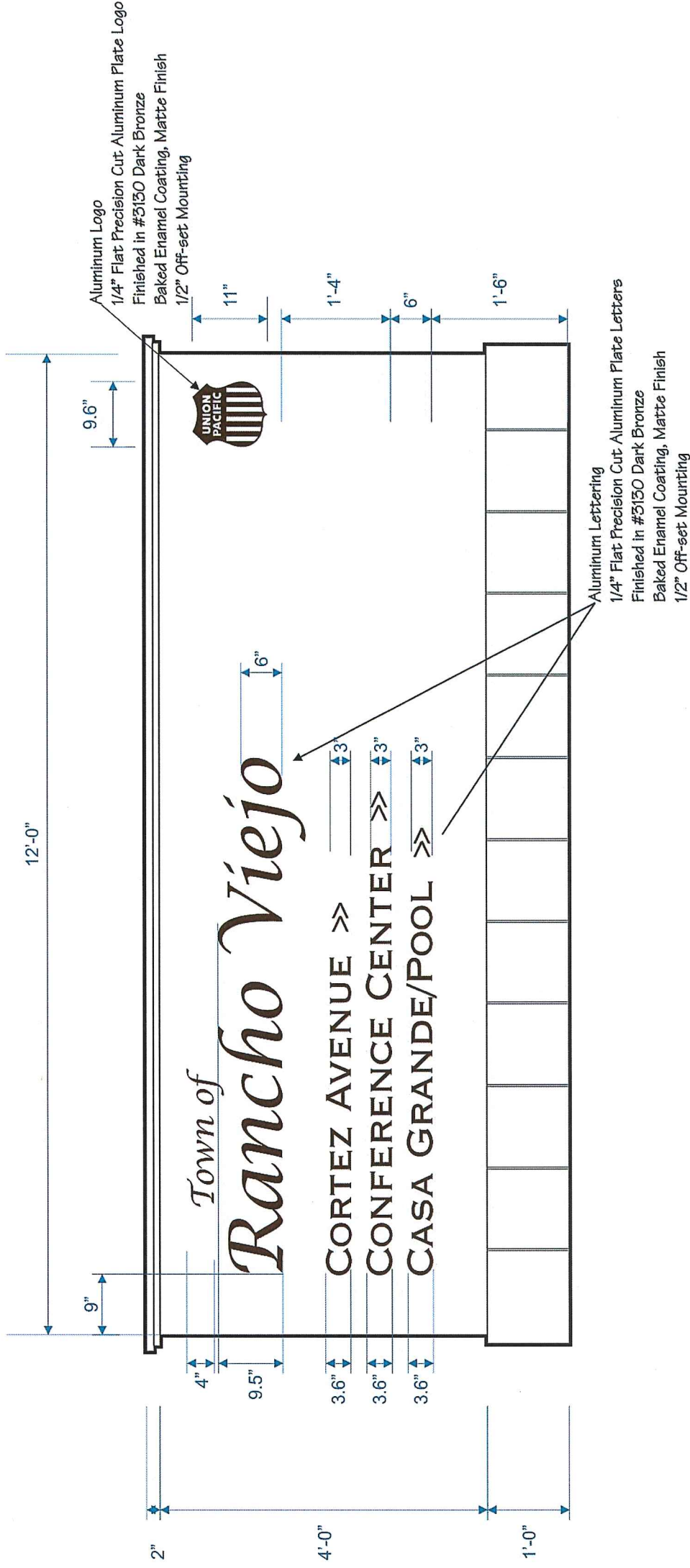
I have carefully reviewed and hereby accept the drawing(s) as shown. I realize that any changes made to these designs before or after production may alter the contract price. All changes must be in writing and approved by both parties prior to production.

Signature: _____ Date: _____

Town of Rancho Viejo

05-6049

**Rancho Viejo Monument
Cortez Ave**



**Furnish and Install
Sign letters for Monument Signs**

GODWIN & SON
Signs
313 Hammore Industrial Park
Haltom City, TX 78150
956-423-2689 / 1-800-779-4635
E-mail: artdepartment@godwinsigns.com
Lic. # TSCL 18053

Address: 3901 Carmen Ave
City: Rancho Viejo
Page: 1 of 2
Sales: Linda Pullin
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Color/Vinyl Specs
■ #3130 Dark Bronze Baked Enamel (Matte Finish)
 White

Revisions

10/23/2016 - Layout corrections
11/04/2016 - Additional line

Town of Rancho Viejo

PLEASE NOTE: Up to 2 revisions included in initial design. Any additional changes will incur a standard design charge of \$60.00 per hour. Please carefully Proofread and check Colors before approving. Any changes made after approval will incur additional charges.

I have carefully reviewed and hereby accept the drawing(s) as shown. I realize that any changes made to these designs before or after production may alter the contract price. All changes must be in writing and approved by both parties prior to production.

Signature: _____ Date: _____

05-6049

1.05. Texas Law to Apply. This Agreement shall be construed pursuant to the laws of the State of Texas.

1.06. Venue. The proper venue for any legal or equitable proceeding arising under this Agreement shall be in Cameron County, Texas.

1.07. No Partnership and No Employment. The Town does not, in any way, or for any purpose become a partner of Contractor in the conduct of its business, or otherwise, or joint venture, or a joint enterprise with Contractor. This Agreement is one in which the Town has contracted Contractor for services. At no time whatsoever shall Contractor be deemed to be in the employ of the Town.

1.08. Project. The “Project” as used herein shall mean the entire construction project for which the Contractor has agreed to perform the Contractor’s Work for the Agreed Price.

1.09. Compliance with Laws. Contractor shall comply with all state, federal, and local laws, statutes, codes, and ordinances applicable to the Project.

1.10. Dispute Resolution. If a dispute arises out of or relates to this Agreement or the breach thereof, and has not been resolved through negotiation, then the Town, in its sole discretion, may resolve such dispute via alternative dispute resolution including but not limited to binding arbitration.

1.11. Time is of the Essence. Time is of the essence of this Agreement. Contractor shall complete Contractor’s Work within twelve (12) weeks of commencing such Contractor’s Work and after the Contractor is provided with complete access to the Construction Site in order to perform Contractor’s Work. If the Contractor has not been provided complete access to the Construction Site after Contractor’s Work has commenced, it shall be Contractor’s obligation to memorialize that fact at or about the time such access is unavailable.

1.12. Assignment. Contractor shall not assign this Agreement without the prior written consent of the Town.

1.13. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

1.14. Successors. All rights and liabilities in this Agreement shall extend to and bind the parties and their heirs, executors, administrators, successors, and assigns. No rights, however, shall inure to the benefit of any assignee of Contractor, unless the Town has approved the assignment to such assignee in writing.

1.15. Attorney's Fees. In the event Contractor defaults in the performance of any of the terms, covenants, agreements, warranties, or conditions of this Agreement, and the Town seeks to enforce all or any part of the Agreement, Contractor agrees to pay the Town's reasonable attorney's fees, whether suit is actually filed or not.

ARTICLE 2 — DESCRIPTION, PAYMENT, & LOCATION OF WORK

2.01. Description of Work. The Contractor shall furnish all necessary labor, material, supervision, equipment, hoisting, temporary storage, insurance, taxes, fees, and permits necessary to complete the construction work generally described as follows: the construction of two (2) entrance monuments more particularly described in **Exhibit A** attached hereto and incorporated herein (hereinafter called the "Contractor's Work"). Said Contractor's Work shall be done in accordance with this Agreement, Exhibit A, the Proposal, and the Lease of Property between the Town and Union Pacific Railroad attached hereto as **Exhibit B** and incorporated by reference.

2.02. Agreed Price. Upon final completion of Contractor's Work, the Town shall have paid the sum of FOUR THOUSAND NINE HUNDRED FORTY TWO and 66/100 DOLLARS (\$4,942.66) (the "Agreed Price") to the Contractor. Notwithstanding any contrary provision and unless amended pursuant to this Agreement, in no event shall the Town's total payments to the Contractor exceed the Agreed Price.

2.03. Payment of Work. Subject to this Agreement:

- a) Application of Payment. Subject to a contrary provision contained herein:
 - i) First Application. Upon beginning the Contractor's Work, the Contractor shall submit a written application to the Town for the payment of 50% of the Agreed Price. Payment shall be remitted within seven (7) days of receipt of said first application.
 - ii) Final Application. Upon completion of the Project, the Contractor shall submit a second written application for payment to the Town for the remaining 50% of the

Agreed Price. Upon receipt of same, the Town shall be entitled to inspect the Contractor's Work for a period of thirty (30) days. If the Contractor's Work proves satisfactory to the Town, the Town shall remit payment of the remaining balance of the Agreed Price.

b) Retainage. Any retainage required by Texas law shall be withheld by the Town.

2.04. Location of Work. The Contractor's Work shall be performed at:

a) Monument No. 1 shall be constructed at the intersection of U.S. 77/83 Frontage Road and Carmen Avenue within the railroad right of way in Rancho Viejo, Cameron County, Texas.

b) Monument No. 2 shall be constructed at the intersection of U.S. 77/83 Frontage Road and Cortez Avenue within the railroad right of way in Rancho Viejo, Cameron County, Texas

ARTICLE 3 — PROPOSAL & PERFORMANCE STANDARDS

3.01. Proposal Defined. The term "Proposal" refers to the proposal submitted on September 2, 2016 by the Contractor.

3.02. Performance Standards. Contractor shall perform the Contractor's Work in a first-class and workmanlike manner in accordance with this Agreement and the Proposal.

ARTICLE 4 — CHANGES IN CONTRACTOR'S WORK

4.01. Directive to Change Work. If, for any reason, the Town directs Contractor to alter the Contractor's Work, such directive shall be in writing ("Directive").

4.02. Proposal. Within three (3) days of Contractor's receipt of the Directive, Contractor shall submit a notice and written proposal (the "Proposal") to the Town in response to a Directive.

4.03. Change Order. Any proposed adjustments to the Agreed Price or the schedule shall be set forth by Contractor in a written change order (the "Change Order") and the Change Order shall be submitted to the Town for review and approval by the Town.

ARTICLE 5 — TAXES, INSURANCE, & INDEMNIFICATION

5.01. Taxes. Contractor shall be responsible for payment of any and all taxes imposed on account of Contractor's Work hereunder without additional compensation.

5.02. Insurance. Prior to the beginning of Contractor's Work on the Project, the Contractor must provide a Certificate of Insurance that meets all of the following requirements:

- a) Property Damage Insurance in an amount equal to or greater than the Agreed Price.
- b) Liability Insurance in an amount equal to or greater than \$100,000.00.
- c) Adequate Workmen's Compensation sufficient to cover Contractor's employees connected to the work.
- d) The Town as an additional insured.

5.03. Indemnification. The Contractor shall indemnify and hold harmless the Town, their agents, servants, and employees, from and against claims, damages, losses, and expenses, including, but not limited to, reasonable legal fees, arising out of or resulting from the negligent or gross negligent performance of the Contractor's Work.

ARTICLE 6 — DAMAGE & RISK OF LOSS,

6.01. Damage. In case of damage to the Contractor's Work described herein, Contractor shall rebuild and repair such work to its condition prior to such damage with reasonable dispatch. Nonpayment by any insurance company shall not excuse Contractor from any repairs or rebuilding.

6.02. Risk of Loss. Until written acceptance of the Contractor's Work by the Town, all risk of loss, injury, or destruction by any cause other than acts or omissions of the Town shall be borne by Contractor. This shall include materials and equipment supplied for the Contractor's Work.

ARTICLE 7 — EXPRESS WARRANTY OF CONTRACTOR

7.01. No waiver by Town. All express warranties made pursuant to this Article 7 are made in addition to and shall not be a substitute or replacement for any rights or remedies available to the Town pursuant to this Agreement, in law, or in equity.

7.02. Express Warranties. The Contractor hereby acknowledges that the following express warranties are (i) a part of the Agreement and form a basis of the bargain; (ii) that the Town has expressly relied on these express warranties made by the Contractor; (iii) that, but for, these express warranties the Town would not have entered into this Agreement. The Express Warranties are as follows:

- a) Contractor expressly warrants that all materials, machinery, and equipment provided by Contractor and incorporated into the Project will be new.
- b) Contractor expressly warrants that it will perform the Contractor's Work in a good and workmanlike manner.
- c) Contractor expressly warrants that it will perform Contractors Work to comport with this Agreement.
- d) Contractor expressly warrants the Contractor's Work for a period of twenty-four (24) months after final acceptance of the Project.

IN WITNESS WHEREOF, the TOWN and CONTRACTOR have signed this Agreement as of the Effective Date hereinabove written.

TOWN OF RANCHO VIEJO, TEXAS

By: Cyndie Rathbun, *Mayor*

GODWIN & SON SIGNS

By: Linda Godwin Pullin

P. H CONSTRUCTION

5110 AUSTIN RD, BROWNSVILLE, TX 78521
(956) 525-6539

PROPOSAL

September 2, 2016

Proposal submitted to:

City of Rancho Viejo
Attn: F Blanco
956-350-4093

Work to be performed at:

Carmen Ave & Cortez Ave
Rancho Viejo, TX

We hereby propose to furnish the material and perform the labor necessary for the completion of:

Two monuments, one on Carmen Ave and one on Cortez Ave, each consisting of:

1. Install concrete half-moon base, 13' x 1'
2. Install cinder block, 5' tall.
3. Stucco of cinder block
4. Install a line of Saltillo Tile at base
5. Install two lines of Saltillo Tile at top of monument

\$5,400.00

Included labor and material as specified.

All material is guaranteed to be specific, and the above work to be performed in accordance with the proposal submitted for above work in a substantial work-man-like manner for the sum of:

Five Thousand Four Hundred Dollars and No/100 (\$5,400.00)

With payments to be made as follows: 50% down upon beginning job, remaining 50% upon completion.

Respectfully submitted

Any and all alterations of deviation from the above specification involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All Agreements are contingent upon strikes, accidents, or delays beyond our control. Initial: _____

_____(emailed)_____

PORFIRIO HERNANDEZ

NOTE – We may withdraw this proposal if not accepted within 10 days

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are hereby authorized to do work specified. Payments will be made as outlined above.

DATE: X _____

SIGNATURE: X _____

1.05. Texas Law to Apply. This Agreement shall be construed pursuant to the laws of the State of Texas.

1.06. Venue. The proper venue for any legal or equitable proceeding arising under this Agreement shall be in Cameron County, Texas.

1.07. No Partnership and No Employment. The Town does not, in any way, or for any purpose become a partner of Contractor in the conduct of its business, or otherwise, or joint venture, or a joint enterprise with Contractor. This Agreement is one in which the Town has contracted Contractor for services. At no time whatsoever shall Contractor be deemed to be in the employ of the Town.

1.08. Project. The "Project" as used herein shall mean the entire construction project for which the Contractor has agreed to perform the Contractor's Work for the Agreed Price.

1.09. Compliance with Laws. Contractor shall comply with all state, federal, and local laws, statutes, codes, and ordinances applicable to the Project.

1.10. Dispute Resolution. If a dispute arises out of or relates to this Agreement or the breach thereof, and has not been resolved through negotiation, then the Town, in its sole discretion, may resolve such dispute via alternative dispute resolution including but not limited to binding arbitration.

1.11. Time is of the Essence. Time is of the essence of this Agreement. Contractor shall complete Contractor's Work within twelve (12) weeks of commencing such Contractor's Work and after the Contractor is provided with complete access to the Construction Site in order to perform Contractor's Work. If the Contractor has not been provided complete access to the Construction Site after Contractor's Work has commenced, it shall be Contractor's obligation to memorialize that fact at or about the time such access is unavailable.

1.12. Assignment. Contractor shall not assign this Agreement without the prior written consent of the Town.

1.13. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

1.14. Successors. All rights and liabilities in this Agreement shall extend to and bind the parties and their heirs, executors, administrators, successors, and assigns. No rights, however, shall inure to the benefit of any assignee of Contractor, unless the Town has approved the assignment to such assignee in writing.

1.15. Attorney's Fees. In the event Contractor defaults in the performance of any of the terms, covenants, agreements, warranties, or conditions of this Agreement, and the Town seeks to enforce all or any part of the Agreement, Contractor agrees to pay the Town's reasonable attorney's fees, whether suit is actually filed or not.

ARTICLE 2 — DESCRIPTION, PAYMENT, & LOCATION OF WORK

2.01. Description of Work. The Contractor shall furnish all necessary labor, material, supervision, equipment, hoisting, temporary storage, insurance, taxes, fees, and permits necessary to complete the construction work generally described as follows: the construction of two (2) entrance monuments more particularly described in **Exhibit A** attached hereto and incorporated herein (hereinafter called the "Contractor's Work"). Said Contractor's Work shall be done in accordance with this Agreement, Exhibit A, the Proposal, and the Lease of Property between the Town and Union Pacific Railroad attached hereto as **Exhibit B** and incorporated by reference.

2.02. Agreed Price. Upon final completion of Contractor's Work, the Town shall have paid the sum of FIVE THOUSAND FOUR HUNDRED and 00/100 DOLLARS (\$5,400.00) (the "Agreed Price") to the Contractor. Notwithstanding any contrary provision and unless amended pursuant to this Agreement, in no event shall the Town's total payments to the Contractor exceed the Agreed Price.

2.03. Payment of Work. Subject to this Agreement:

- a) Application of Payment. Subject to a contrary provision contained herein:
 - i) First Application. Upon beginning the Contractor's Work, the Contractor shall submit a written application to the Town for the payment of 50% of the Agreed Price. Payment shall be remitted within seven (7) days of receipt of said first application.
 - ii) Final Application. Upon completion of the Project, the Contractor shall submit a second written application for payment to the Town for the remaining 50% of the

Agreed Price. Upon receipt of same, the Town shall be entitled to inspect the Contractor's Work for a period of thirty (30) days. If the Contractor's Work proves satisfactory to the Town, the Town shall remit payment of the remaining balance of the Agreed Price.

b) Retainage. Any retainage required by Texas law shall be withheld by the Town.

2.04. Location of Work. The Contractor's Work shall be performed at:

a) Monument No. 1 shall be constructed at the intersection of U.S. 77/83 Frontage Road and Carmen Avenue within the railroad right of way in Rancho Viejo, Cameron County, Texas.

b) Monument No. 2 shall be constructed at the intersection of U.S. 77/83 Frontage Road and Cortez Avenue within the railroad right of way in Rancho Viejo, Cameron County, Texas

ARTICLE 3 — PROPOSAL & PERFORMANCE STANDARDS

3.01. Proposal Defined. The term "Proposal" refers to the proposal submitted on September 2, 2016 by the Contractor.

3.02. Performance Standards. Contractor shall perform the Contractor's Work in a first-class and workmanlike manner in accordance with this Agreement and the Proposal.

ARTICLE 4 — CHANGES IN CONTRACTOR'S WORK

4.01. Directive to Change Work. If, for any reason, the Town directs Contractor to alter the Contractor's Work, such directive shall be in writing ("Directive").

4.02. Proposal. Within three (3) days of Contractor's receipt of the Directive, Contractor shall submit a notice and written proposal (the "Proposal") to the Town in response to a Directive.

4.03. Change Order. Any proposed adjustments to the Agreed Price or the schedule shall be set forth by Contractor in a written change order (the "Change Order") and the Change Order shall be submitted to the Town for review and approval by the Town.

ARTICLE 5 — TAXES, INSURANCE, & INDEMNIFICATION

5.01. Taxes. Contractor shall be responsible for payment of any and all taxes imposed on account of Contractor's Work hereunder without additional compensation.

5.02. Insurance. Prior to the beginning of Contractor's Work on the Project, the Contractor must provide a Certificate of Insurance that meets all of the following requirements:

- a) Property Damage Insurance in an amount equal to or greater than the Agreed Price.
- b) Liability Insurance in an amount equal to or greater than \$100,000.00.
- c) Adequate Workmen's Compensation sufficient to cover Contractor's employees connected to the work.
- d) The Town as an additional insured.

5.03. Indemnification. The Contractor shall indemnify and hold harmless the Town, their agents, servants, and employees, from and against claims, damages, losses, and expenses, including, but not limited to, reasonable legal fees, arising out of or resulting from the negligent or gross negligent performance of the Contractor's Work.

ARTICLE 6 — DAMAGE & RISK OF LOSS,

6.01. Damage. In case of damage to the Contractor's Work described herein, Contractor shall rebuild and repair such work to its condition prior to such damage with reasonable dispatch. Nonpayment by any insurance company shall not excuse Contractor from any repairs or rebuilding.

6.02. Risk of Loss. Until written acceptance of the Contractor's Work by the Town, all risk of loss, injury, or destruction by any cause other than acts or omissions of the Town shall be borne by Contractor. This shall include materials and equipment supplied for the Contractor's Work.

ARTICLE 7 — EXPRESS WARRANTY OF CONTRACTOR

7.01. No waiver by Town. All express warranties made pursuant to this Article 7 are made in addition to and shall not be a substitute or replacement for any rights or remedies available to the Town pursuant to this Agreement, in law, or in equity.

7.02. Express Warranties. The Contractor hereby acknowledges that the following express warranties are (i) a part of the Agreement and form a basis of the bargain; (ii) that the Town has expressly relied on these express warranties made by the Contractor; (iii) that, but for, these express warranties the Town would not have entered into this Agreement. The Express Warranties are as follows:

- a) Contractor expressly warrants that all materials, machinery, and equipment provided by Contractor and incorporated into the Project will be new.
- b) Contractor expressly warrants that it will perform the Contractor's Work in a good and workmanlike manner.
- c) Contractor expressly warrants that it will perform Contractors Work to comport with this Agreement.
- d) Contractor expressly warrants the Contractor's Work for a period of twenty-four (24) months after final acceptance of the Project.

IN WITNESS WHEREOF, the TOWN and CONTRACTOR have signed this Agreement as of the Effective Date hereinabove written.

TOWN OF RANCHO VIEJO, TEXAS

By: Cyndie Rathbun, *Mayor*

P.H. CONSTRUCTION

By: Porfirio Hernandez

Industrial Lease (Year To Year) 09-01-06
(Unimproved Property)

Folder No. 2581-17
Audit No.

Form Approved, Law

**LEASE OF PROPERTY
(INDUSTRIAL LEASE - UNIMPROVED - YEAR TO YEAR)**

THIS LEASE ("Lease") is entered into on JANUARY 26, 2010, between UNION PACIFIC RAILROAD COMPANY ("Lessor") and TOWN OF RANCHO VIEJO, a municipal corporation of the State of Texas, whose address is 3301 Carmen Avenue, Rancho Viejo, Texas 78575 ("Lessee").

IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

Article 1. PREMISES; USE.

Lessor leases to Lessee and Lessee leases from Lessor the premises ("Premises") at Rancho Viejo, Texas, in the locations shown on the print dated December 21, 2009, marked **Exhibit A**, hereto attached and made a part hereof, subject to the provisions of this Lease and of **Exhibit B** attached hereto and made a part hereof. The Premises may be used for Rancho Viejo signs/monuments at the Cortez Avenue, Rancho Viejo Drive and Carmen Avenue public crossings, and purposes incidental thereto, only, and for no other purpose. Layout plans for each of the three signs/monuments is attached hereto As Exhibit A-1, A-2 and A-3. Layout plans show location and distance of signs/monuments placement from centerline of track, street crossings and height of each sign/monument.

Article 2. TERM.

The term of this Lease shall commence January 01, 2010, and, unless sooner terminated as provided in this Lease, shall extend for one year and thereafter shall automatically be extended from year to year.

Article 3. RENT.

In lieu of rental, Lessee will maintain Premises.

Article 4. INSURANCE.

A. Before commencement of the term of this Lease, Lessee shall provide to Lessor a certificate issued by its insurance carrier evidencing the insurance coverage required under **Exhibit C** hereto attached and made a part hereof.

B. Not more frequently than once every two years, Lessor may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

C. All insurance correspondence, certificates and endorsements shall be directed to: Real Estate Department, 1400 Douglas Street STOP 1690, Omaha, Nebraska 68179-1690, Folder No. 2581-17.

Article 5. SPECIAL PROVISION - PLANTINGS

Lessee will include only plant material that can be maintained at a height the same as the signs/monuments.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first herein written.

Lessor:
UNION PACIFIC RAILROAD COMPANY

Lessee:
TOWN OF RANCHO VIEJO

By: James E. Matze
Senior Manager - Real Estate

By: Roberto Medrano
Title: Mayor

NOTE: New Lease

NOTE: BEFORE YOU BEGIN ANY WORK, SEE AGREEMENT FOR FIBER OPTIC PROVISION.

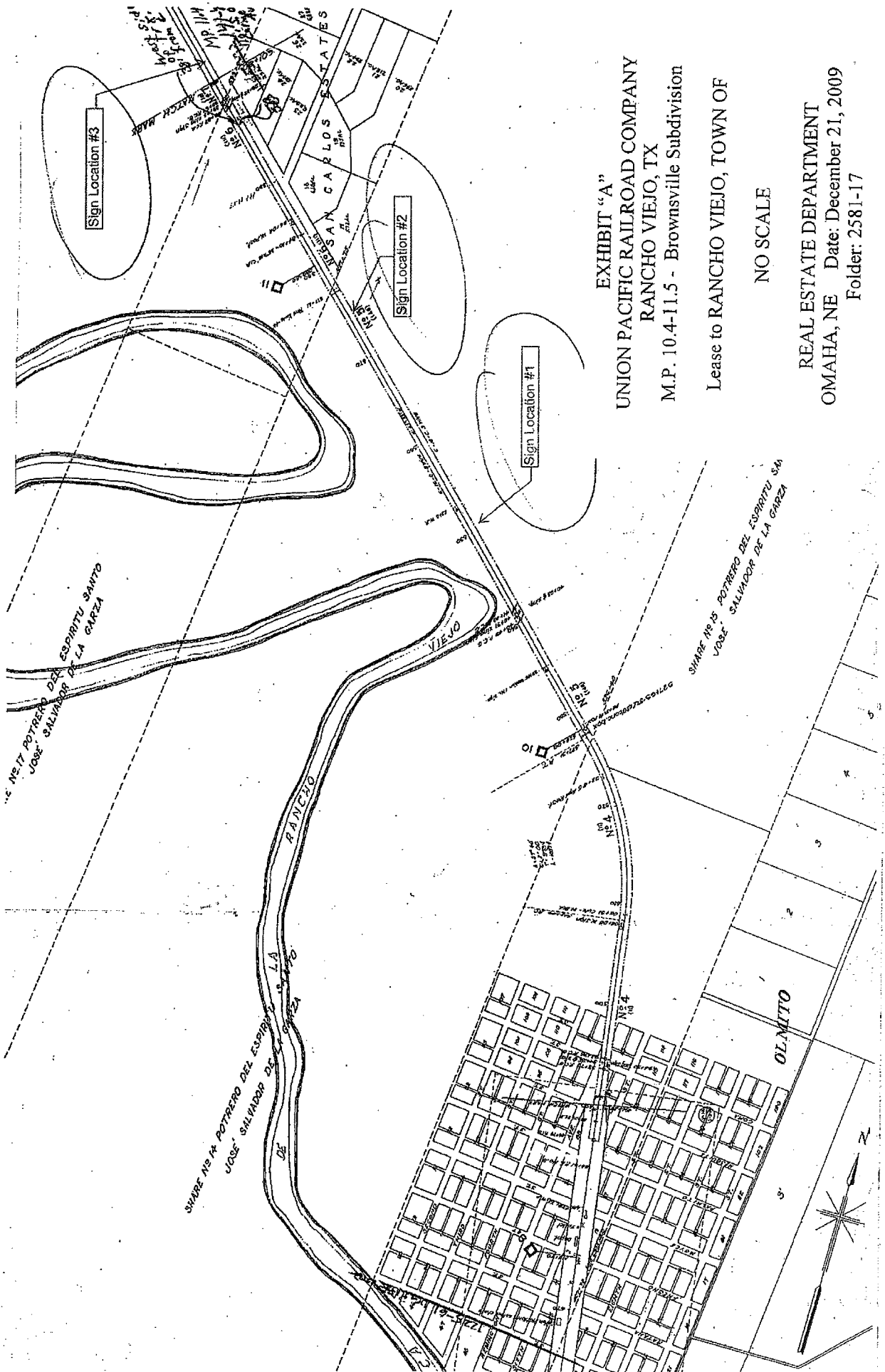


EXHIBIT "A"
UNION PACIFIC RAILROAD COMPANY
RANCHO VIEJO, TX
M.P. 10.4-11.5 - Brownsville Subdivision

Lease to RANCHO VIEJO, TOWN OF

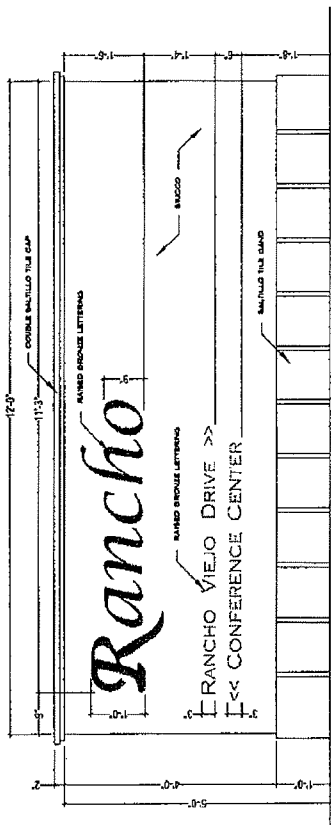
NO SCALE

REAL ESTATE DEPARTMENT
 OMAHA, NE Date: December 21, 2009
 Folder: 2581-17

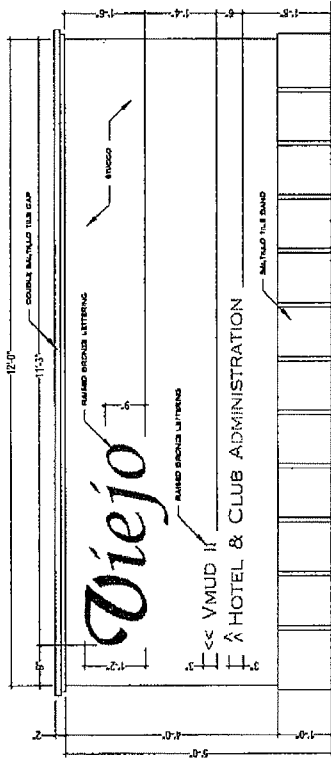
* LEGEND *

Sign/Monument Locations..... Noted on Print
 (RR)/R/W Outlined

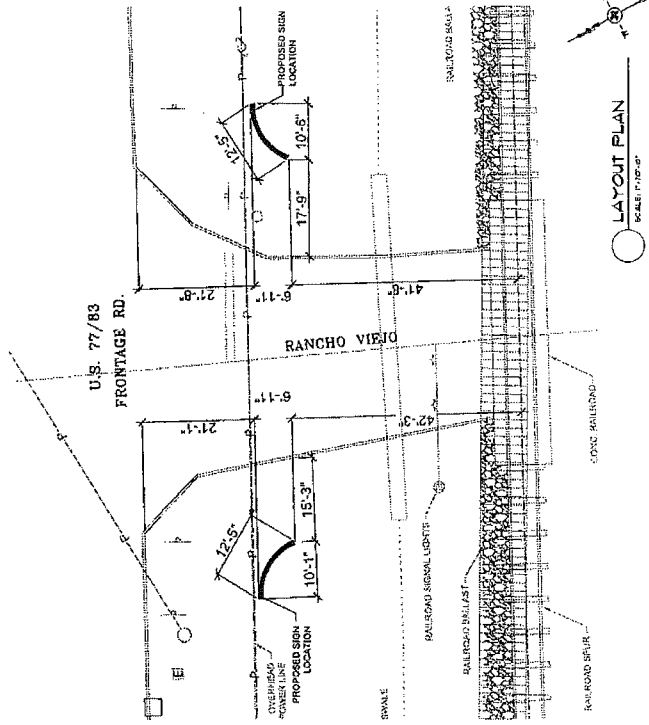
A-2



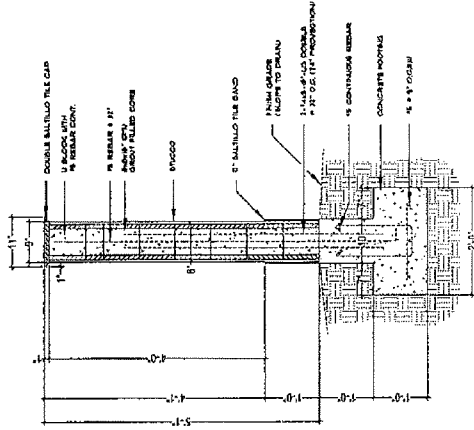
ELEVATION
SCALE 1/16" = 1'-0"



ELEVATION
SCALE 1/16" = 1'-0"



LAYOUT PLAN
SCALE 1/16" = 1'-0"



WALL SECTION
SCALE 1/16" = 1'-0"

Town of Rancho Viejo
Entrance Signs

<p>U.S. 77/83 FRONTAGE</p>	<p>RAILROAD SIGNAL LIGHTS</p>	<p>RAILROAD BALLAST</p>
<p>RAILROAD SLEEPER</p>	<p>RAILROAD BALLAST</p>	<p>RAILROAD SLEEPER</p>

A-3

Town of Rancho Viejo
Entrance Signs

City of Rancho Viejo
Town of Rancho Viejo
1001 Camino Ave.

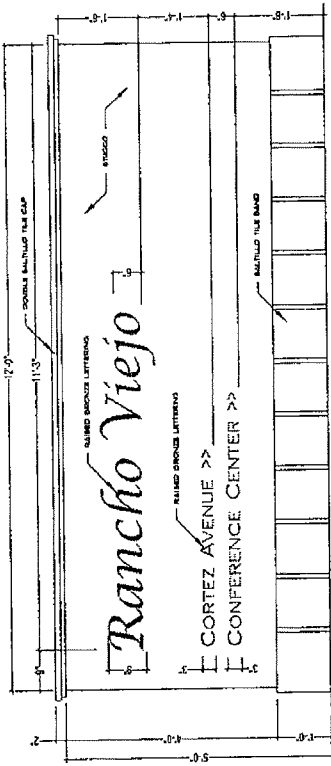
SSP
Design

City of Rancho Viejo
Town of Rancho Viejo
1001 Camino Ave.

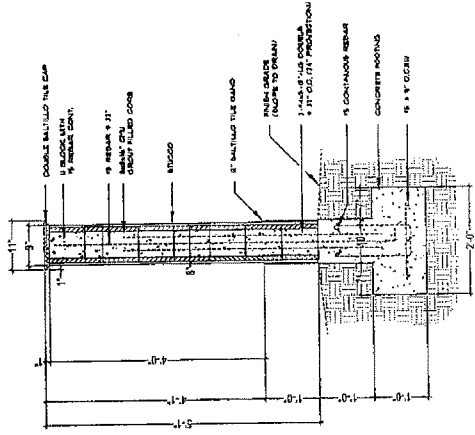
Project: Cortez Avenue
Laport Blvd

Scale: 1/8" = 1'-0"

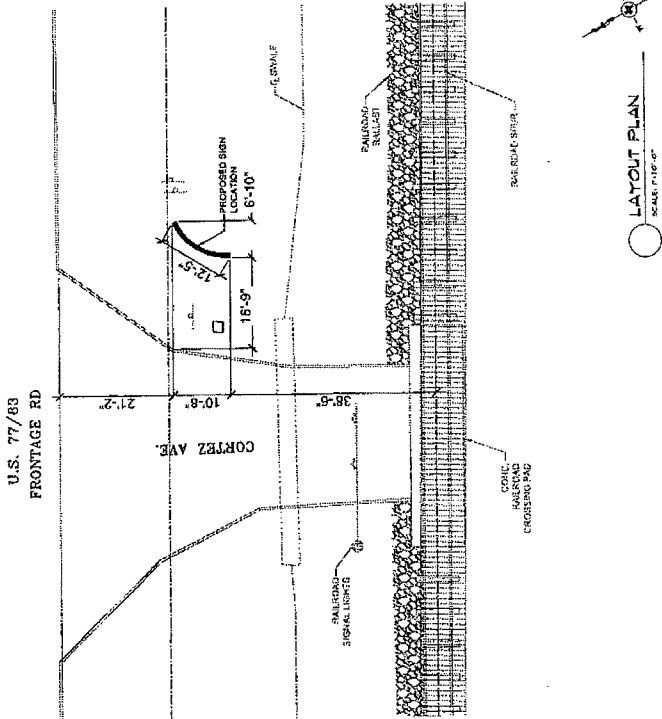
13.01



ELEVATION
SCALE: 1/8" = 1'-0"



WALL SECTION
SCALE: 1/8" = 1'-0"



LAYOUT PLAN
SCALE: 1/8" = 1'-0"

Industrial Lease (Year To Year) 09-01-06
(Unimproved Property)
Form Approved, Law

EXHIBIT B
TO
INDUSTRIAL LEASE (UNIMPROVED YEAR TO YEAR)

Section 1. IMPROVEMENTS.

No improvements placed upon the Premises by Lessee shall become a part of the realty.

Section 2. RESERVATIONS, TITLE AND PRIOR RIGHTS.

A. Lessor reserves to itself, its agents and contractors, the right to enter the Premises at such times as will not unreasonably interfere with Lessee's use of the Premises.

B. Lessor reserves (i) the exclusive right to permit third party placement of advertising signs on the Premises, and (ii) the right to construct, maintain and operate new and existing facilities (including, without limitation, trackage, fences, communication facilities, roadways and utilities) upon, over, across or under the Premises, and to grant to others such rights, provided that Lessee's use of the Premises is not interfered with unreasonably.

C. Lessee acknowledges that Lessor makes no representations or warranties, express or implied, concerning the title to the Premises, and that the rights granted to Lessee under this Lease do not extend beyond such right, title or interest as Lessor may have in and to the Premises. Without limitation of the foregoing, this Lease is made subject to all outstanding rights, whether or not of record. Lessor reserves the right to renew any such outstanding rights granted by Lessor or Lessor's predecessors.

D. Without limitation of Subparagraphs B. and C. above, Lessee shall not interfere in any manner with the use or operation of any signboards now or hereafter placed on the Premises or with any property uses in connection with such signboards (such as, by way of example and not in limitation, roadways providing access to such signboards). In no event may Lessee construct on the Premises any improvements that interfere in any manner with the visibility or operation of any signboards now or hereafter on the Premises or on property in proximity to the Premises.

Section 3. PAYMENT OF RENT.

Rent (which includes the fixed advance rent and all other amounts to be paid by Lessee under this Lease) shall be paid in lawful money of the United States of America, at such place as shall be designated by the Lessor, and without offset or deduction.

Section 4. TAXES AND ASSESSMENTS.

A. Lessee shall pay, prior to delinquency, all taxes levied during the life of this Lease on all personal property and improvements on the Premises not belonging to Lessor. If such taxes are paid by Lessor, either separately or as a part of the levy on Lessor's real property, Lessee shall reimburse Lessor in full within thirty (30) days after rendition of Lessor's bill.

B. If the Premises are specially assessed for public improvements, the annual rent will be automatically increased by 12% of the full assessment amount.

Section 5. WATER RIGHTS.

This Lease does not include any right to the use of water under any water right of Lessor, or to establish any water rights except in the name of Lessor.

Section 6. CARE AND USE OF PREMISES.

A. Lessee shall use reasonable care and caution against damage or destruction to the Premises. Lessee shall not use or permit the use of the Premises for any unlawful purpose, maintain any nuisance, permit any waste, or use the Premises in any way that creates a hazard to persons or property. Lessee shall keep the sidewalks and public ways on the Premises, and the walkways appurtenant to any railroad spur track(s) on or serving the Premises, free and clear from any substance which might create a hazard.

B. Lessee shall not permit any sign on the Premises, except signs relating to Lessee's business.

C. If any improvement on the Premises other than the Lessor Improvements is damaged or destroyed by fire or other casualty, Lessee shall, within thirty (30) days after such casualty, remove all debris resulting therefrom. If Lessee fails to do so, Lessor may remove such debris, and Lessee agrees to reimburse Lessor for all expenses incurred within thirty (30) days after rendition of Lessor's bill.

D. Lessee shall comply with all governmental laws, ordinances, rules, regulations and orders relating to Lessee's use of the Premises and this Lease, including, without limitation, any requirements for subdividing or platting the Premises.

Section 7. HAZARDOUS MATERIALS, SUBSTANCES AND WASTES.

A. Without the prior written consent of Lessor, Lessee shall not use or permit the use of the Premises for the generation, use, treatment, manufacture, production, storage or recycling of any Hazardous Substances, except that Lessee may use, if lawful, small quantities of common chemicals such as adhesives, lubricants and cleaning fluids in order to conduct business at the Premises. The consent of Lessor may be withheld by Lessor for any reason whatsoever, and may be subject to conditions in addition to those set forth below. It shall be the sole responsibility of Lessee to determine whether or not a contemplated use of the Premises is a Hazardous Substance use.

B. In no event shall Lessee (i) release, discharge or dispose of any Hazardous Substances, (ii) bring any hazardous wastes as defined in RCRA onto the Premises, (iii) install or use on the Premises any underground storage tanks, or (iv) store any Hazardous Substances within one hundred feet (100') of the center line of any main track.

C. If Lessee uses or permits the use of the Premises for a Hazardous Substance use, with or without Lessor's consent, Lessee shall furnish to Lessor copies of all permits, identification numbers and notices issued by governmental agencies in connection with such Hazardous Substance use, together with such other information on the Hazardous Substance use as may be requested by Lessor. If requested by Lessor, Lessee shall cause to be performed an environmental assessment of the Premises upon termination of the Lease and shall furnish Lessor a copy of such report, at Lessee's sole cost and expense.

D. Without limitation of the provisions of Section 12 of this Exhibit B, Lessee shall be responsible for all damages, losses, costs, expenses, claims, fines and penalties related in any manner to any Hazardous Substance use of the Premises (or any property in proximity to the Premises) during the

term of this Lease or, if longer, during Lessee's occupancy of the Premises, regardless of Lessor's consent to such use or any negligence, misconduct or strict liability of any Indemnified Party (as defined in Section 12), and including, without limitation, (i) any diminution in the value of the Premises and/or any adjacent property of any of the Indemnified Parties, and (ii) the cost and expense of clean-up, restoration, containment, remediation, decontamination, removal, investigation, monitoring, closure or post-closure. Notwithstanding the foregoing, Lessee shall not be responsible for Hazardous Substances (i) existing on, in or under the Premises prior to the earlier to occur of the commencement of the term of the Lease or Lessee's taking occupancy of the Premises, or (ii) migrating from adjacent property not controlled by Lessee, or (iii) placed on, in or under the Premises by any of the Indemnified Parties; except where the Hazardous Substance is discovered by, or the contamination is exacerbated by, any excavation or investigation undertaken by or at the behest of Lessee. Lessee shall have the burden of proving by a preponderance of the evidence that any of the foregoing exceptions to Lessee's responsibility for Hazardous Substances applies.

E. In addition to the other rights and remedies of Lessor under this Lease or as may be provided by law, if Lessor reasonably determines that the Premises may have been used during the term of this Lease or any prior lease with Lessee for all or any portion of the Premises, or are being used for any Hazardous Substance use, with or without Lessor's consent thereto, and that a release or other contamination may have occurred, Lessor may, at its election and at any time during the life of this Lease or thereafter (i) cause the Premises and/or any adjacent premises of Lessor to be tested, investigated, or monitored for the presence of any Hazardous Substance, (ii) cause any Hazardous Substance to be removed from the Premises and any adjacent lands of Lessor, (iii) cause to be performed any restoration of the Premises and any adjacent lands of Lessor, and (iv) cause to be performed any remediation of, or response to, the environmental condition of the Premises and the adjacent lands of Lessor, as Lessor reasonably may deem necessary or desirable, and the cost and expense thereof shall be reimbursed by Lessee to Lessor within thirty (30) days after rendition of Lessor's bill. In addition, Lessor may, at its election, require Lessee, at Lessee's sole cost and expense, to perform such work, in which event, Lessee shall promptly commence to perform and thereafter diligently prosecute to completion such work, using one or more contractors and a supervising consulting engineer approved in advance by Lessor.

F. For purposes of this Section 7, the term "Hazardous Substance" shall mean (i) those substances included within the definitions of "hazardous substance", "pollutant", "contaminant", or "hazardous waste", in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601, et seq., as amended or in RCRA, the regulations promulgated pursuant to either such Act, or state laws and regulations similar to or promulgated pursuant to either such Act, (ii) any material, waste or substance which is (A) petroleum, (B) asbestos, (C) flammable or explosive, or (D) radioactive; and (iii) such other substances, materials and wastes which are or become regulated or classified as hazardous or toxic under any existing or future federal, state or local law.

Section 8. UTILITIES.

A. Lessee will arrange and pay for all utilities and services supplied to the Premises or to Lessee.

B. All utilities and services will be separately metered to Lessee. If not separately metered, Lessee shall pay its proportionate share as reasonably determined by Lessor.

Section 9. LIENS.

Lessee shall not allow any liens to attach to the Premises for any services, labor or materials furnished to the Premises or otherwise arising from Lessee's use of the Premises. Lessor shall have the right to discharge any such liens at Lessee's expense.

Section 10. ALTERATIONS AND IMPROVEMENTS; CLEARANCES.

A. No alterations, improvements or installations may be made on the Premises without the prior consent of Lessor. Such consent, if given, shall be subject to the needs and requirements of the Lessor in the operation of its Railroad and to such other conditions as Lessor determines to impose. In all events such consent shall be conditioned upon strict conformance with all applicable governmental requirements and Lessor's then-current clearance standards.

B. All alterations, improvements or installations shall be at Lessee's sole cost and expense.

C. Lessee shall comply with Lessor's then-current clearance standards, except (i) where to do so would cause Lessee to violate an applicable governmental requirement, or (ii) for any improvement or device in place prior to Lessee taking possession of the Premises if such improvement or device complied with Lessor's clearance standards at the time of its installation.

D. Any actual or implied knowledge of Lessor of a violation of the clearance requirements of this Lease or of any governmental requirements shall not relieve Lessee of the obligation to comply with such requirements, nor shall any consent of Lessor be deemed to be a representation of such compliance.

Section 11. AS-IS.

Lessee accepts the Premises in its present condition with all faults, whether patent or latent, and without warranties or covenants, express or implied. Lessee acknowledges that Lessor shall have no duty to maintain, repair or improve the Premises.

Section 12. RELEASE AND INDEMNITY.

A. As a material part of the consideration for this Lease, Lessee, to the extent it may lawfully do so, waives and releases any and all claims against Lessor for, and agrees to indemnify, defend and hold harmless Lessor, its affiliates, and its and their officers, agents and employees ("Indemnified Parties") from and against, any loss, damage (including, without limitation, punitive or consequential damages), injury, liability, claim, demand, cost or expense (including, without limitation, attorneys' fees and court costs), fine or penalty (collectively, "Loss") incurred by any person (including, without limitation, Lessor, Lessee, or any employee of Lessor or Lessee) (i) for personal injury or property damage caused to any person while on or about the Premises, or (ii) arising from or related to any use of the Premises by Lessee or any invitee or licensee of Lessee, any act or omission of Lessee, its officers, agents, employees, licensees or invitees, or any breach of this Lease by Lessee.

B. The foregoing release and indemnity shall apply regardless of any negligence, misconduct or strict liability of any Indemnified Party, except that the indemnity, only, shall not apply to any Loss determined by final order of a court of competent jurisdiction to have been caused by the sole active direct negligence of any Indemnified Party.

C. Where applicable to the Loss, the liability provisions of any contract between Lessor and Lessee covering the carriage of shipments or trackage serving the Premises shall govern the Loss and shall supersede the provisions of this Section 12.

D. No provision of this Lease with respect to insurance shall limit the extent of the release and indemnity provisions of this Section 12.

Section 13. TERMINATION.

A. Lessor may terminate this Lease for Lessee's default by giving Lessee notice of termination, if Lessee (i) defaults under any obligation of Lessee under this Lease and, after written notice is given by Lessor to Lessee specifying the default, Lessee fails either to immediately commence to cure the default, or to complete the cure expeditiously but in all events within thirty (30) days after the default notice is given, or (ii) Lessee abandons the Premises for a period of one hundred twenty (120) consecutive days.

B. Notwithstanding the terms of this Lease set forth in Article II, Lessor or Lessee may terminate this Lease without cause upon thirty (30) day's written notice to the other party; provided, however, that at Lessor's election, no such termination by Lessee shall be effective unless and until Lessee has vacated and restored the Premises as required in Section 15A, at which time Lessor shall refund to Lessee, on a pro rata basis, any unearned rental paid in advance. **Notwithstanding anything to the contrary in this Lease, if Lessee has not complied with the requirements of Section 15 A, this Lease, together with all terms contained herein (including payment of rent) will remain in effect until the requirements of Section 15A are met, unless Lessor, in its sole discretion, elects to terminate this Lease.**

Section 14. LESSOR'S REMEDIES.

Lessor's remedies for Lessee's default are to (a) enter and take possession of the Premises, without terminating this Lease, and relet the Premises on behalf of Lessee, collect and receive the rent from reletting, and charge Lessee for the cost of reletting, and/or (b) terminate this Lease as provided in Section 13 above and sue Lessee for damages, and/or (c) exercise such other remedies as Lessor may have at law or in equity. Lessor may enter and take possession of the Premises by self-help, by changing locks, if necessary, and may lock out Lessee, all without being liable for damages.

Section 15. VACATION OF PREMISES; REMOVAL OF LESSEE'S PROPERTY.

A. Upon termination howsoever of this Lease, Lessee (i) shall have peaceably and quietly vacated and surrendered possession of the Premises to Lessor, without Lessor giving any notice to quit or demand for possession, and (ii) shall have removed from the Premises all structures, property and other materials not belonging to Lessor, including all personal property and restored the surface to as good a condition as the same was in before such structures were erected, including, without limitation, the removal of foundations, the filling in of excavations and pits, and the removal of debris and rubbish.

B. If Lessee has not completed such removal and restoration prior to termination of this Lease, Lessor may, at its election, and at any time or times, (i) perform the work and Lessee shall reimburse Lessor for the cost thereof within thirty (30) days after bill is rendered, (ii) take title to all or any portion of such structures or property by giving notice of such election to Lessee, and/or (iii) treat Lessee as a holdover tenant at will until such removal and restoration is completed.

Section 16. FIBER OPTICS.

Lessee shall telephone Lessor during normal business hours (7:00 a.m. to 9:00 p.m., Central Time, Monday through Fridays, except for holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried on the Premises. Lessor may change the telephone number and hours of operation by giving Lessee notice of the change. If cable is buried on the Premises, Lessee will telephone the telecommunications company(ies), arrange for a cable locator, and make arrangements for relocation or other protection of the cable. Notwithstanding

compliance by Lessee with this Section 16, the release and indemnity provisions of Section 12 above shall apply fully to any damage or destruction of any telecommunications system.

Section 17. NOTICES.

Any notice, consent or approval to be given under this Lease shall be in writing, and personally served, sent by facsimile to (402) 501-0340, by email or by reputable courier service, or sent by certified mail, postage prepaid, return receipt requested, to Lessor at: Union Pacific Railroad Company, Attn: General Manager - Real Estate, Real Estate Department, 1400 Douglas Street, Stop 1690, Omaha, Nebraska 68179; and to Lessee at the above address, or such other address as a party may designate in notice given to the other party. Mailed notices shall be deemed served five (5) days after deposit in the U.S. Mail. Notices which are faxed, emailed, are personally served or sent by courier service shall be deemed served upon receipt.

Section 18. ASSIGNMENT.

A. Lessee shall not sublease the Premises, in whole or in part, or assign, encumber or transfer (by operation of law or otherwise) this Lease, without the prior consent of Lessor, which consent may be denied at Lessor's sole and absolute discretion. Any purported transfer or assignment without Lessor's consent shall be void and shall be a default by Lessee.

B. Subject to this Section 18, this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

Section 19. CONDEMNATION.

If, as reasonably determined by Lessor, the Premises cannot be used by Lessee because of a condemnation or sale in lieu of condemnation, then this Lease shall automatically terminate. Lessor shall be entitled to the entire award or proceeds for any total or partial condemnation or sale in lieu thereof, including, without limitation, any award or proceeds for the value of the leasehold estate created by this Lease. Notwithstanding the foregoing, Lessee shall have the right to pursue recovery from the condemning authority of such compensation as may be separately awarded to Lessee for Lessee's relocation expenses, the taking of Lessee's personal property and fixtures, and the interruption of or damage to Lessee's business.

Section 20. ATTORNEY'S FEES.

If either party retains an attorney to enforce this Lease (including, without limitation, the indemnity provisions of this Lease), the prevailing party is entitled to recover reasonable attorney's fees.

Section 21. RIGHTS AND OBLIGATIONS OF LESSOR.

If any of the rights and obligations of Lessor under this Lease are substantially and negatively affected by any changes in the laws applicable to this Lease, whether statutory, regulatory or under federal or state judicial precedent, then Lessor may require Lessee to enter into an amendment to this Lease to eliminate the negative effect on Lessor's rights and obligations to the extent reasonably possible.

Section 22. ENTIRE AGREEMENT.

This Lease is the entire agreement between the parties, and supersedes all other oral or written agreements between the parties pertaining to this transaction, including, without limitation, Lease Audit

No. _____ and any other lease under which all or any portion of the Premises was leased to Lessee. Notwithstanding the prior sentence, Lessee shall retain any and all obligations and liabilities which may have accrued under any other such agreements prior to the commencement of the term of this Lease. This Lease may be amended only by a written instrument signed by Lessor and Lessee.

Approved: Insurance Group
Created: 2/10/06
Last Modified: 7/2/07

EXHIBIT C

Union Pacific Railroad Contract Insurance Requirements

Lease of Land

Lessee shall, at its sole cost and expense, procure and maintain during the life of this Lease (except as otherwise provided in this Lease) the following insurance coverage:

A. Commercial General Liability insurance. Commercial general liability (CGL) with a limit of not less than \$2,000,000 each occurrence and an aggregate limit of not less than \$4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage). The policy must also contain the following endorsement, which must be stated on the certificate of insurance: Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Premises" as the Designated Job Site.

B. Business Automobile Coverage insurance. Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less \$2,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Premises" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

C. Workers Compensation and Employers Liability insurance. Coverage must include but not be limited to:

- Contractor's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Lessee is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

In any and all Claims against Lessor by any employee of Lessee, Lessee's indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable under any workers compensation acts, disability benefits acts or other employee benefits acts.

D. Pollution Liability insurance. If permitted use as defined in this Lease includes any generation, handling, enrichment, storage, manufacture, or production of hazardous materials pollution liability insurance is required. Pollution liability coverage must be written on ISO form Pollution Liability Coverage Form Designated Sites CG 00 39 12 04 (or a substitute form providing equivalent liability coverage), with limits of at least \$5,000,000 per occurrence and an aggregate limit of \$10,000,000.

If hazardous materials are disposed of from the Premises, Lessee must furnish to Lessor evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of \$1,000,000 per loss, and an annual aggregate of \$2,000,000.

E. Umbrella or Excess insurance. If Lessee utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.

Other Requirements

F. All policy(ies) required above must include Lessor as "Additional Insured" using ISO Additional Insured Endorsement CG 20 11 (or a substitute form providing equivalent coverage). The coverage provided to Lessor as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 11, provide coverage for Lessor's negligence whether sole or partial, active or passive, and shall not be limited by Lessee's liability under the indemnity provisions of this Lease.

G. Lessee waives all rights against Lessor and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the workers compensation and employers' liability or commercial umbrella or excess liability insurance obtained by Lessee required by this agreement.

H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this Lease, or (b) all punitive damages are prohibited by all states in which the Premises are located.

I. Prior to execution of this Lease, Lessee shall furnish Lessor with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this Lease.

J. All insurance policies must be written by a reputable insurance company acceptable to Lessor or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state where the Premises are located.

K. The fact that insurance is obtained by Lessee, or by Lessor on behalf of Lessee, will not be deemed to release or diminish the liability of Lessee, including, without limitation, liability under the indemnity provisions of this Lease. Damages recoverable by Lessor from Lessee or any third party will not be limited by the amount of the required insurance coverage.

12. Consideration/Action to
approve A Resolution Recognizing
the Importance of Municipal Courts,
The Rule of Law, and the Fair and
Impartial Administration of Justice

Resolution No.

IN RECOGNITION OF MUNICIPAL COURT WEEK November 7-11, 2016 A
RESOLUTION RECOGNIZING THE IMPORTANCE OF MUNICIPAL COURTS,
THE RULE OF LAW, AND THE FAIR AND IMPARTIAL ADMINISTRATION OF
JUSTICE

WHEREAS, municipal courts play a significant role in preserving public safety and promoting quality of life in Texas;

WHEREAS, more people come in contact with municipal courts than all other Texas courts combined and public impression of the Texas judicial system is largely dependent upon the public's experience in municipal court;

WHEREAS, the Town of Rancho Viejo hosts the Rancho Viejo Municipal Court since 1982;

WHEREAS, state law authorizes a municipality to either appoint or elect a municipal judge for a term of office, the Rancho Viejo Municipal Court is a state court and its judges are members of the state judiciary;

WHEREAS, the procedures for the Rancho Viejo Municipal Court operations are set forth in the Texas Code of Criminal Procedure and other laws of the State of Texas;

WHEREAS, the Town of Rancho Viejo is committed to the notion that our legal system is based on the principle that an independent, fair, and competent judiciary will interpret and apply the laws that govern us and that judges and court personnel should comply with the law and act in a manner that promotes public confidence in the integrity and impartiality of the judiciary;

WHEREAS, Rancho Viejo Municipal Judges are not policy makers for the Town of Rancho Viejo but are bound by the law and the Canons of Judicial Conduct and are required to make decisions independent of the governing body of the Board of Aldermen, Town officials, and employees;

WHEREAS, the Board of Aldermen recognizes that the Constitution and laws of the State of Texas contain procedural safeguards in criminal cases for all defendants, including indigent defendants, and supports the Rancho Viejo Municipal Court in complying with such legal requirements.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE TOWN OF RANCHO VIEJO, TEXAS THAT THE WEEK OF NOVEMBER 7-11, 2016 IS HEREBY RECOGNIZED AS MUNICIPAL COURT WEEK IN RECOGNITION OF THE FAIR AND IMPARTIAL JUSTICE OFFERED TO OUR CITIZENS BY THE MUNICIPAL COURT OF RANCHO VIEJO.

PASSED, ADOPTED AND APPROVED by the Board of Aldermen of the Town of Rancho Viejo, Texas at a Regular Meeting on this the 15th day of November, 2016.

Cyndie Rathbun, Mayor

Attest:

Fred Blanco, Town Secretary

13. Announce Good Neighbor Settlement House Drive

14. Announce 2nd Annual Christmas Lighting Ceremony and Golf Cart & Bike Parade



Contest

for best decorated golf cart &
best decorated bike.



No Golf Cart for the Parade?

No Problem!

Available to members & non-members, the club will loan you a cart for a \$5.00+ valued toy donation (new & unwrapped) for Toys for Tots. You must pre-register for golf carts by Friday, December 3, 2016 before noon at the Club front desk. You must be a Rancho Viejo resident. Bring toy and show valid driver's license. Carts will be loaned on a first come first served basis. Call the club at 350-4000 for more information.



The Town of Rancho Viejo

and the

Rancho Viejo Resort & Country Club

are happy to announce the

2nd Annual Christmas

Lighting Ceremony and Golf Cart & Bike Parade

Saturday, December 3, 2016 at 6:30 P.M.

* * *

Starting at Town Hall, follow Santa and the RV fire truck in your decorated golf carts or bikes to the Country Club. Santa Claus will meet and greet the kids, so don't forget to bring your letter for Santa! Enjoy buñuelos, punch, coffee, music & most importantly celebrate with your Rancho Viejo neighbors and friends. Decorate your golf cart or bike with the Christmas spirit and join the holiday fun! Come join us as we kick off the holidays and celebrate with the Spirit of Giving.

We will be collecting new, unwrapped toys for Toys for Tots. Donation boxes will be available for toys intended for both girls and boys. Gift cards, used toys and perishable items will not be accepted.

Post Ceremony Holiday Party

Available to members and non-members. Continue the holiday spirit at Rancho Viejo Resort and Country Club following the parade and Christmas tree lighting for a holiday soiree at the Agave Grill. Tickets are \$20.00. Two drinks and a plentiful variety of tapas & hors d'oeuvres. Call the Club at 350-4000, or Town Hall at 350-4093 to buy your tickets. See you there!

15. Public Comment

16. Adjourn