



NOTICE OF A PUBLIC MEETING
TOWN OF RANCHO VIEJO
BOARD OF ALDERMEN
REGULAR MEETING
SEPTEMBER 13, 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 SEPTEMBER 13, 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 August 9, 2016
 - Special Meeting August 25, 2016
 - Special Meeting August 30, 2016
 - Special Meeting September 1, 2016
 - Special Meeting September 6, 2016
6. July 2016 Financial Report - Town Administrator
7. August 2016 Police Report - Police Chief
8. Presentation by Fernando A. Martinez on the Raul Alcala Brownsville/South Padre Island Gran Fondo/Challenge 2016.
9. Consideration/Approval of a Resolution to Adopt the Lower Rio Grande Valley Active Transportation and Active Tourism Plan, the Active Plan, as a Part of the Rancho Viejo Comprehensive Plan
10. Consideration/Approval of a Resolution to Endorse and Support the Development of a Hike and Bike Trail Through the Bahia Grande Unit of the United States Fish and Wildlife Service's Laguna Atascosa National Wildlife Refuge
11. Consideration/Action of Depository Applications and Depository Contract for Two Years with the Possibility of Three One Year Extensions at the Town's Option
12. Consideration/Adoption of Budget Ordinance for Fiscal Year October 1, 2016 to September 30, 2017
13. Consideration/Ratification of the Property Tax (Revenue) Increase Reflected in the Budget for Fiscal Year October 1, 2016 to September 30, 2017
14. Consideration/Adoption of Ordinance to Establish Ad Valorem Tax Rate to Provide for Budget Expenses for Fiscal Year 2016 - 2017
15. Consideration/Action on Municipal Judge Contract
16. Consideration/Action on Cleaning Services Contract
17. Consideration/Action on Contract for the Monuments on the Entrances of Carmen Avenue and Cortez Avenue
18. Consideration/Approval to Change the Payroll Pay Dates from the 15th and Last day of the Each Month to the 20th and 5th day Each Month
19. Consideration/Action of Emergency Medical Services Contract

20. Announcement - National Night Out – Thursday, October 13, 2016 at 5:30 PM

21. Announce Early Voting Location

22. Consideration/Action on Budget Amendment for 2015/2016

23. Public Comment

24. Executive Session: Pursuant to the following Section of the Texas Government Code: Section 551.074 to Consider the re-appointment, employment, evaluation, or duties of the Town Administrator and to Consider a Contract Extension for the Town Administrator

25. Possible action on matters discussed in Executive Session

26. Adjourn

A handwritten signature in black ink, appearing to read 'Fred Blanco', with a long horizontal flourish extending to the right.

Fred Blanco, Town Administrator

1. Call to Order by Mayor Rathbun

2. Roll Call

by Isabel Perales

Alderwoman Carr

Alderwoman Guerrero

Alderman Lucio

Alderwoman 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 August 9, 2016
Special Meeting August 25, 2016
Special Meeting August 30, 2016
Special Meeting September 1, 2016
Special Meeting September 6, 2016

MINUTES OF REGULAR MEETING
TOWN OF RANCHO VIEJO
BOARD OF ALDERMEN
AUGUST 9, 2016

A Regular Meeting of the Board of Aldermen of the Town of Rancho Viejo, Texas, to be held on August 9, 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 Pro-Tem Bitty Truan at 6:00 P.M.

2. ROLL CALL:

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

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

Members absent:

Mrs. Cyndie Rathbun
Mr. Erick Lucio

A quorum was present at the meeting.

Legal Counsel Nathan Pierce was present at the meeting. Town Administrator, Fred Blanco was also present at the meeting.

Those present in the audience were:

Vicente Mendez Brent Cannon

3. INVOCATION AND PLEDGE:

Alderwoman Carr 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 JUNE 14, 2016, REGULAR MEETING JULY 12, 2016, SPECIAL MEETING JULY 26, 2016:

Motion was made by Alderwoman Carr, seconded by Alderwoman Guerrero, and unanimously carried, to approve the minutes of the Regular Meeting held on June 14, 2016 as written.

Motion was made by Alderwoman Guerrero, seconded by Alderman Vera, to approve the minutes of the Special Meeting held on July 26, 2016 as written and to approve the minutes of the Regular Meeting held on July 12, 2016 with the following correction: to add "Members Absent: Mrs. Lupita Carr".

6. JUNE 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. PRESENTATION BY THE USDA – PLANT HEALTH AND PROTECTION (CITRUS CANKER):

Jacqueline J. Knighten, Plant Protection and Quarantine Officer with the United States Department of Agriculture, made a presentation on citrus canker. She said that approximately 30 trees in Rancho Viejo have been identified with the citrus canker disease and have been properly removed or destroyed. Ms. Knighten stated that the disease is highly contagious and the USDA needs help from the Town, its residents, and maintenance personnel to keep it contained. There are compliance agreements that the maintenance personnel can sign so that they have the knowledge on how to keep the disease from spreading.

8. CONSIDERATION OF BIDS AND AWARD OF CONTRACT FOR COMMON AREA MAINTENANCE:

There was one bid received from our current contractor, Complete Landscape Management. Mayor Rathbun recommended we increase the mowing at Town Hall to be weekly during the spring and summer and 2 times a month during the fall and winter. Motion was made by Alderman Vera, seconded by Alderwoman Guerrero to award the Common Area Maintenance contract to Complete Landscape Management for a 2 year term, in the amount of \$47,580.00 per year. Motion passed with the following vote:

Ayes: Alderwoman Guerrero, Alderman Vera

Nayes: None

Abstaining: Alderwoman Carr

9. CONSIDERATION/ACTION OF DEPOSITORY APPLICATIONS AND DEPOSITORY CONTRACT FOR TWO YEARS WITH THE POSSIBILITY OF THREE ONE YEAR EXTENSIONS AT THE TOWN'S OPTION:

A request for proposals for applications for Depository Services was published in the newspaper. Only one proposal was submitted by IBC Bank. The proposal included increases in monthly fees between about \$600 to \$900 per month. Motion was made by Alderwoman Carr, seconded by Alderwoman Guerrero, and unanimously carried, to reject the proposal application from IBC Bank and for the Town to request proposals for applications for Depository Services again.

10. CONSIDERATION/ACTION ON PROPOSAL BY AMBIOTEC FOR ENGINEERING AND SURVEYING SERVICES FOR PHASE 1 STREET IMPROVEMENTS AT RANCHO VIEJO, TEXAS:

Mr. Vicente Mendez from Ambiotec went over some of the changes in the proposed agreement. Motion was made by Alderwoman Guerrero, seconded by Alderman Vera, and unanimously carried, to approve the Proposal by Ambiotec for Engineering and Surveying Services for Phase 1 Street Improvements at Rancho Viejo, Texas and authorizing Mayor Pro-Tem Truan to sign on behalf of the Town of Rancho Viejo in the absence of Mayor Cyndie Rathbun.

11. PRESENT/DISCUSS PROPOSED BUDGET FOR FISCAL YEAR OCTOBER 1, 2016 TO SEPTEMBER 30, 2017:

Mayor Pro-Tem Truan presented the budget for Fiscal Year October 1, 2016 to September 30, 2017 on behalf of Mayor Rathbun, the Board reviewed some of the line items.

12. PROVIDE FOR PUBLIC NOTICE OF DATE, TIME AND LOCATION OF PUBLIC HEARING ON PROPOSED BUDGET FOR FISCAL YEAR OCTOBER 1, 2016 TO SEPTEMBER 30, 2017:

Motion was made by Alderwoman Guerrero, seconded by Alderman Vera, and unanimously carried, to schedule the public hearing on Proposed Budget for Fiscal Year October 1, 2016 to September 30, 2017 on Tuesday, August 30, 2016 at 6:00 P.M., at the Town Municipal Office, 3301 Carmen Avenue, Rancho Viejo, Texas.

13. DISCUSS PROPOSED AD VALOREM TAX RATE AND CONSIDERATION/ACTION ON PROPOSAL FOR TAX RATE INCREASE:

Motion was made by Alderwoman Guerrero, seconded by Alderman Vera, and unanimously carried, that it is the intention of the Board of Aldermen to increase the total tax rate with a proposed Ad Valorem tax rate for 2016 not to exceed .512214 per \$100 of assessed valuation.

14. PROVIDE FOR PUBLIC NOTICE OF DATE, TIME AND LOCATION OF PUBLIC HEARINGS FOR TAX RATE INCREASE:

Motion was made by Alderwoman Carr, seconded by Alderwoman Guerrero, and unanimously carried, to schedule the public hearings on the Tax Rate Increase for Tuesday, August 30, 2016 at 6:00 P.M. and the second public hearing to be held on Tuesday, September 6, 2016 at 6:00 P.M., at the Town Municipal Office, 3301 Carmen Avenue, Rancho Viejo, Texas.

15. CONSIDERATION/ACTION TO OPEN A NEW BANK ACCOUNT FOR CERTIFICATES OF OBLIGATIONS SERIES 2016 FUNDS:

Motion was made by Alderman Vera, seconded by Alderwoman Carr, and unanimously carried, that the Town open a new bank account for the Certificates of Obligations Series 2016 funds as recommended by the financial advisor.

16. ADJOURN:

Motion was made by Alderwoman Carr, seconded by Alderwoman Guerrero, and unanimously carried, to adjourn the meeting at 7:53 P.M.

BY: _____
Fred Blanco, Town Administrator

APPROVED: _____
Cyndie Rathbun, Mayor

DATE: _____

MINUTES OF A SPECIAL MEETING
TOWN OF RANCHO VIEJO
AUGUST 25, 2016

A Special Meeting of the Board of Aldermen of the Town of Rancho Viejo, Texas was held on August 25, 2016, at the Town Municipal Office, 3301 Carmen Avenue, Rancho Viejo, Texas, the same being open to the public.

1. The meeting was called to order by Mayor Rathbun at 5:35 P.M.
2. Roll call was made by Fred Blanco, Town Administrator. Members present at the meeting were:
Mrs. Lupita Carr
Mrs. Maribel Guerrero
Mrs. Bitty Truan
Mr. Javier Vera

Members absent:
Mr. Erick Lucio

A quorum was present at the meeting.

Town Administrator, Fred Blanco was present at the meeting.

Those present in the audience were:
Chief M. Cruz, Jr.

WORKSHOP ON PROPOSED BUDGET FOR FISCAL YEAR OCTOBER 1, 2015 TO SEPTEMBER 30, 2016:

Mayor Rathbun and the Board went over the budget items. The next workshop meeting is scheduled for Thursday, September 1, 2016 at 6:00 P.M.

ADJOURNMENT:

The meeting was adjourned at 7:00 P.M.

BY: _____
Fred Blanco, Town Administrator

APPROVED: _____
Cyndie Rathbun, Mayor

DATE: _____

MINUTES OF A SPECIAL MEETING
TOWN OF RANCHO VIEJO
AUGUST 30, 2016

A Special Meeting of the Board of Aldermen of the Town of Rancho Viejo, Texas was held on August 30, 2016, at 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 were:

Mrs. Lupita Carr

Mrs. Maribel Guerrero

Mr. Erick Lucio arrived at 6:07 P.M.

Mr. Javier Vera

Members absent:

Mrs. Bitty Truan

A quorum was present at the meeting.

Legal Counsel Nathan Pierce was present at the meeting. Town Administrator Fred Blanco was also present at the meeting.

Those present in the audience were:

Chief M. Cruz, Jr.

3. INVOCATION AND PLEDGE:

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

4. PUBLIC HEARING ON PROPOSED BUDGET FOR FISCAL YEAR OCTOBER 1, 2016 TO SEPTEMBER 30, 2017 (THE FINAL APPROVAL OF THE BUDGET IS SET FOR SEPTEMBER 13, 2016):

Motion was made by Alderman Vera, seconded by Alderman Carr, and unanimously carried, to open the public hearing. There were no comments from the audience.

Motion was made by Alderman Guerrero, seconded by Alderman Vera, and unanimously carried, to close the public hearing.

Motion was made by Alderman Carr, seconded by Alderman Guerrero, and unanimously carried, that the final approval of the budget is set for our regular meeting on September 13, 2016.

5. PUBLIC HEARING ON PROPOSED AD VALOREM TAX REVENUE INCREASE:

Motion was made by Alderman Carr, seconded by Alderman Guerrero, and unanimously carried, to open the public hearing. There were no comments from the audience.

Motion was made by Alderman Vera, seconded by Alderwoman Guerrero, and unanimously carried, to close the public hearing.

6. ESTABLISH DATE, TIME AND PLACE OF MEETING TO VOTE ON THE AD VALOREM TAX RATE (THE FINAL APPROVAL OF THE AD VALOREM TAX RATE IS SET FOR SEPTEMBER 13, 2016):

Motion was made by Alderwoman Guerrero, seconded by Alderman Vera, and unanimously carried, that the final approval of the Ad Valorem Tax Rate is set for September 13, 2016 at 6:00 P.M. at the Town Municipal Office, 3301 Carmen Avenue, Rancho Viejo, Texas 78575.

Mr. Erick Lucio arrived at 6:07 P.M.

7. ADJOURN:

Motion was made by Alderwoman Carr, seconded by Alderwoman Guerrero, and unanimously carried, to adjourn the meeting at 6:07 P.M.

BY: _____
Fred Blanco, Town Administrator

APPROVED: _____
Cyndie Rathbun, Mayor

DATE: _____

MINUTES OF A SPECIAL MEETING
TOWN OF RANCHO VIEJO
SEPTEMBER 1, 2016

A Special Meeting of the Board of Aldermen of the Town of Rancho Viejo, Texas was held on September 1, 2016, at the Town Municipal Office, 3301 Carmen Avenue, Rancho Viejo, Texas, the same being open to the public.

1. The meeting was called to order by Mayor Rathbun at 5:40 P.M.
2. Roll call was made by Fred Blanco, Town Administrator. Members present at the meeting were:
Mrs. Lupita Carr
Mrs. Maribel Guerrero
Mr. Javier Vera

Members absent:
Mrs. Bitty Truan
Mr. Erick Lucio

A quorum was present at the meeting.

Town Administrator, Fred Blanco was present at the meeting.

Those present in the audience were:
Chief M. Cruz, Jr.

WORKSHOP ON PROPOSED BUDGET FOR FISCAL YEAR OCTOBER 1, 2015 TO SEPTEMBER 30, 2016:

Mayor Rathbun and the Board went over the budget items. The final approval of the budget is scheduled for the regular meeting, Tuesday, September 13, 2016 at 6:00 P.M.

ADJOURNMENT:

The meeting was adjourned at 6:55 P.M.

BY: _____
Fred Blanco, Town Administrator

APPROVED: _____
Cyndie Rathbun, Mayor

DATE: _____

MINUTES OF A SPECIAL MEETING
TOWN OF RANCHO VIEJO
SEPTEMBER 6, 2016

A Special Meeting of the Board of Aldermen of the Town of Rancho Viejo, Texas was held on September 6, 2016, at 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 6:04 P.M.

2. ROLL CALL:

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

Mrs. Maribel Guerrero

Mr. Erick Lucio

Mrs. Bitty Truan arrived at 6:06 P.M.

Mr. Javier Vera

Members absent:

Mrs. Lupita Carr

A quorum was present at the meeting.

Legal Counsel Nathan Pierce was present at the meeting. Town Administrator Fred Blanco was also present at the meeting.

Those present in the audience were:

Chief M. Cruz, Jr.

3. INVOCATION AND PLEDGE:

Alderswoman Guerrero led the group in the invocation and the pledge of allegiance to the American and Texas flags.

Mrs. Bitty Truan arrived at 6:06 P.M.

4. PUBLIC HEARING ON PROPOSED AD VALOREM TAX REVENUE INCREASE:

Motion was made by Alderswoman Guerrero, seconded by Alderman Lucio, and unanimously carried, to open the public hearing. There were no comments from the audience.

Motion was made by Alderman Lucio, seconded by Alderswoman Guerrero, and unanimously carried, to close the public hearing.

5. ESTABLISH DATE, TIME AND PLACE OF MEETING TO VOTE ON THE AD VALOREM TAX RATE (THE FINAL APPROVAL OF THE AD VALOREM TAX RATE IS SET FOR SEPTEMBER 13, 2016):

Motion was made by Alderswoman Guerrero, seconded by Alderman Lucio, and unanimously carried, that the final approval of the Ad Valorem Tax Rate is set for September 13, 2016 at 6:00 P.M. at the Town Municipal Office, 3301 Carmen Avenue, Rancho Viejo, Texas 78575.

6. ADJOURN:

Motion was made by Alderman Lucio, seconded by Alderwoman Guerrero, and unanimously carried, to adjourn the meeting at 6:08 P.M.

BY: _____
Fred Blanco, Town Administrator

APPROVED: _____
Cyndie Rathbun, Mayor

DATE: _____

6. July 2016 Financial Report - Town Administrator

7. August 2016 Police Report - Police Chief

8. Presentation by Fernando A. Martinez on the Raul Alcala Brownsville/South Padre Island Gran Fondo/Challenge 2016.

9. Consideration/Approval of a Resolution to Adopt the Lower Rio Grande Valley Active Transportation and Active Tourism Plan, the Active Plan, as a Part of the Rancho Viejo Comprehensive Plan

RESOLUTION NO.

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE TOWN OF RANCHO VIEJO, TEXAS, TO ADOPT THE LOWER RIO GRANDE VALLEY ACTIVE TRANSPORTATION AND ACTIVE TOURISM PLAN, THE ACTIVE PLAN, AS A PART OF THE RANCHO VIEJO'S COMPREHENSIVE PLAN

WHEREAS, the Lower Rio Grande Valley Active Transportation and Active Tourism Plan, the Active Plan, is a collaboration of nine municipalities in Cameron County to develop and promote active transportation; and

WHEREAS, the Active Plan consists of organizational strategies and opportunities for the development of the region; and

WHEREAS, the implementation of this plan will attract visitors to the County and provide amenities to permanent residents through area-wide active transportation investments; and

WHEREAS, Chapter 213 of the Texas Local Government Code authorizes the Town to adopt a comprehensive plan for the long-range development of the Town; and

WHEREAS, a comprehensive plan may:

1. Include provisions on land use, transportation, and public facilities;
2. Consists of a single plan or coordinated set of plans organized by subject matter and geographic area; and
3. Be used to coordinate and guide the establishment of development regulations.

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

PART 1. That the Town accepts the Lower Rio Grande Valley Active Transportation and Active Tourism Plan, here attached as Exhibit "A".

PART 2. That the Town use the Plan as a resource of guidance.

PASSED, ADOPTED AND APPROVED by the Board of Aldermen of the Town of Rancho Viejo, Texas at a Regular Meeting on this the 13th day of September, 2016.

Cyndie Rathbun, Mayor

Attest:

Fred Blanco, Town Secretary

10. Consideration/Approval of a Resolution to Endorse and Support the Development of a Hike and Bike Trail Through the Bahia Grande Unit of the United States Fish and Wildlife Service's Laguna Atascosa National Wildlife Refuge

RESOLUTION NO.

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE TOWN OF RANCHO VIEJO, TEXAS, TO ENDORSE AND SUPPORT THE DEVELOPMENT OF A HIKE AND BIKE TRAIL THROUGH THE BAHIA GRANDE UNIT OF THE UNITED STATES FISH AND WILDLIFE SERVICE'S LAGUNA ATASCOSA NATIONAL WILDLIFE REFUGE

WHEREAS, the Lower Rio Grande Valley Active Transportation and Active Tourism Plan, the Active Plan, was recently adopted; and

WHEREAS, the Active Plan recommends a multi-use trail to connect the Bahia Grande Unit of the Laguna Atascosa National Wildlife Refuge to the Palo Alto National Historical Battlefield Park; and

WHEREAS, this trail route will also link cities of Port Isabel, Laguna Heights, and Laguna Vista, to Brownsville and Los Fresnos through an extension of the City of Brownsville's existing Historic Battlefield Trail, providing a safe passageway for bicycle riders, walkers, and runners; and

WHEREAS, the project connects people to parks and green space, expands outdoor education opportunities for health and well-being and improves access to close-to-home recreation; and

WHEREAS, the project supports several national efforts and programs, such as the *America's Great Outdoors* initiative, the *Let's Move* program, and the National Park Service's *Call to Action*.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE TOWN OF RANCHO VIEJO, TEXAS, that the Town hereby supports the development of a hike and bike trail through the Bahia Grande Unit of the Laguna Atascosa National Wildlife Refuge.

PASSED, ADOPTED AND APPROVED by the Board of Aldermen of the Town of Rancho Viejo, Texas at a Regular Meeting on this the 13th day of September, 2016.

Cyndie Rathbun, Mayor

Attest:

Fred Blanco, Town Secretary

11. Consideration/Action of
Depository Applications and
Depository Contract for Two
Years with the Possibility of
Three One Year Extensions at
the Town's Option

The Town made a request for Proposals for Applications for the Depository Services. There were four proposals submitted.

Mayor Rathbun recommends that the Board approve the Town's Depository Contract with Texas Regional Bank.



TEXAS REGIONAL BANK

HAND DELIVERED

September 7, 2016

The Honorable Cyndie Rathbun, Mayor
Town of Rancho Viejo
3301 Carmen Avenue
Rancho Viejo, Texas 78575

Ref: Proposal for Depository Services

Dear Mayor Rathbun,

Texas Regional Bank hereby submits for your review our Proposal for Depository Services for the Town of Rancho Viejo. We appreciate having this opportunity to possibly serve the Town of Rancho Viejo and their employees.

The proposal herein submitted by Texas Regional Bank will be valid 90 days from date of our submission.

Texas Regional Bank recently marked its sixth anniversary, beginning with the acquisition of Falfurrias State Bank in May, 2010. Since that beginning, we have grown from \$34 million to over \$600 million in assets, with 9 full service banking center locations and 150 employees. Our dedication to this accomplishment is exemplified through our core values, with a focus on providing the latest banking technology, exceptional financial products, and exemplary customer service. We know you will find the same if TRB is selected as your depository Bank.

On behalf of Texas Regional Bank, we thank you for this opportunity to participate in the bid process for depository services for the Town of Rancho Viejo's depository. Should you have any questions or need further information, please don't hesitate to contact me directly at (956) 682-2265.

Sincerely,

Paul Moxley
President & Chief Executive Officer

Town of Rancho Viejo, Texas

Ladies and Gentlemen:

Subject to the terms of the proposal for Town Depository, the undersigned, a banking corporation, association or individual banker doing business in Texas, submits the following bid for the privilege of acting as Town Depository for the Town of Rancho Viejo, Texas for the period beginning October 1, 2016 and ending September 30, 2018.

Upon request by Town, the Bank may allow the Town the Option to extend the Depository Contract for one (1) additional two (2) year term, and thereafter until such time as either party at its sole discretion desires to terminate the Depository Contract. Town shall provide the Bank written notice of the Town's desire to exercise such option to extend the Depository Contract no later than sixty (60) days prior to what would otherwise be the expiration of Depository Contract. The Bank will respond to the Town's request within five (5) business days.

1. Interest Rates to be Paid on Single Maturity Time Deposits

A. Deposits of \$100,000 or more:

<u>Maturity</u>	<u>Interest Rate</u>
Bases for compounding interest:	
1-13 Days	<u>.25 %</u>
14-30 Days	<u>.25 %</u>
31-59 Days	<u>.25 %</u>
60-89 Days	<u>.25 %</u>
90-179 Days	<u>.41 %</u>
180-364 Days	<u>.46 %</u>
1 Year	<u>.61 %</u>
18 month	<u>.86 %</u>
2 Years	<u>.96 %</u>
(30 month) Raise Your Rate Promo CD *	<u>1.25 %</u>
3 Years	<u>1.51 %</u>

B. Deposit of less than \$100,000:

<u>Maturity</u>	<u>Interest Rate</u>
Basis for compounding interest:	
1-13 Days	<u>.25 %</u>
14-30 Days	<u>.25 %</u>
31-59 Days	<u>.25 %</u>
60-89 Days	<u>.25 %</u>
90-179 Days	<u>.31 %</u>
180-364 Days	<u>.41 %</u>

Page 2- Bank Depository Bid Specifications

Deposit of less than \$100,000:

1 Year	<u>.56</u> %
18 month	<u>.71</u> %
2 Years	<u>.86</u> %
(30 month) Raise Your Rate Promo CD *	<u>1.25</u> %
3 Years	<u>1.31</u> %

** APY assumes that interest is capitalized into the CD each quarter. Payment of interest to another account or by check will affect stated A.P.Y)

2. Interest Rates to be Paid on Interest Bearing Accounts and indicate any charges for writing checks and withdrawals/transfers.

Money Market Accounts – TRB Money Market Account earns a rate of interest based upon account balance. Current rates are listed below.

- Under \$1,000 - .00%
- \$1,000 to \$9,999.99 - .10%
- \$10,000 to \$24,999.99 - .12%
- \$25,000 to \$49,999.99 - .17%
- \$50,000 and over - .25%

Certain restrictions apply to Money Market Account transactional limitations (6 free withdrawals per month). (Rate of interest is subject to change without notice. Interest compounded & paid monthly)

Charges: Monthly Maintenance Fee based on Average Daily Balance:

\$0 / Balance \$2,500 or Above \$15 / Balance \$2,499.99 or Below

3. Interest Rates to be Paid on U.S. Treasury Bills

A. U. S. Treasury Bills over \$10,000.

TRB Wealth Management Division is available to assist with investment of idle funds.

Maturity	Charge Rate	Going Market Interest Rates	Rate Bid
1-13 Days	_____ %	_____ %	_____ %
14-29 Days	_____ %	_____ %	_____ %
30-59 Days	_____ %	_____ %	_____ %
60-89 Days	_____ %	_____ %	_____ %
90-179 Days	_____ %	_____ %	_____ %
180 -365 Days	_____ %	_____ %	_____ %
Over 1 year	_____ %	_____ %	_____ %

4. Pledge of Security

Against any and all deposits of the Town of Rancho Viejo, Texas whether evidenced by Savings Account or Checking Account or Certificate of Deposits, the Bank agrees to Pledge U.S. Government and/or Municipal Securities of the kind and value as is prescribed in Chapter 105 of the Local Government Code, Revised Civil Statutes of Texas; and such pledge of security shall be made and maintained in accordance with and subject to the provisions of said Chapter 105. **Agreed.**

5. Bank Services to be Provided without Charge

A. Operating fund checking account service for as many accounts as may be required by the Town with checks returned in numerical sequence. **TRB agrees to provide non-interest bearing demand deposit accounts, Master Consolidation account and zero balance accounts as needed in support of operating and payroll accounts.**

B. Payroll account service with checks returned in numerical sequence. **Bank statements will be provided in image format with all checks in numerical sequence.**

C. Provide investment services, counseling and safekeeping service for securities owned by the Town, if and when needed. **Agreed.**

D. Storage of paid bonds and interest coupons. **Not applicable.**

E. Periodic cremation of paid bonds and interest coupons with certificate of cremation. Certification would identify each bond issue, bond numbers and interest coupons cremated. **N/A**

F. Provide bank money orders and cashier checks as required by the Town. **Cashier Checks will be provided as required by the Town. Bank money orders are not available.**

*G. Supply voucher checks and payroll checks according to quantity, quality, design and Specifications as established by the Town. **Bank will provide maximum credit of \$500 annually towards purchase of checks, deposit slips and endorsement stamps ordered through Bank's vendor.***

H. Provide lock money bags as needed by the Town. **Bank agrees to provide tamper resistant bags supplied through Bank's vendor.**

I. No charges made on stop-payment orders, wire transfers or when funds are swept from the interest bearing account to the operating account. **Agreed**

J. No internal service fees made on checking and passbook savings accounts. **Agreed.**

K. Temporary overdrafts in individual accounts will occur occasionally without penalty or service charge to the Town as long as the aggregate funds in other accounts are in amount sufficient to meet the overdraft and bank's minimum compensating balance. **Town accounts will not be considered in an "overdraft" status as long as there are collected funds in other Town deposit accounts, other than Payroll Account, sufficient enough to cover the account balance deficit.**

L. List other services not mentioned above which you provide.

Texas Regional Bank will provide routine bank services listed below at no charge:

1. **Account Maintenance**
2. **Business On-Line Banking**
3. **Bank Statements (in image format)**
4. **Deposit Services**
5. **Remote Deposit Capture (RDC) (equipment and software provided for RDC will remain the property of the Bank)**
6. **Return Items**
7. **Bill Pay (Disbursement Services) via Business Online Banking**
8. **Electronic Funds Transfers**
9. **Wire Transfers**
10. **ACH Transactions**
11. **ACH Debit Blocking**
12. **Stop Payments**
13. **Account Analysis**
14. **Checking Cashing (for the District) (Additionally, employees will not be charged a fee for cashing District checks drawn on Bank.)**
15. **Collateral/Security Pledges and releases**
16. **Overdrafts (District accounts will not be considered in an "overdraft" status as long as there are collected funds in other District deposit accounts, other than the District Payroll Account, sufficient enough to cover the account balance deficit.)**
17. **Direct Deposit**

TRB will provide at no charge the following services not included in list above:

- a. **Deposits/Credits Posted, Items Deposited, Debits/Checks Paid, Cash Deposit Processing, Coin Counting & Wrapping, Mail Advices, Transfers between accounts, Insufficient Funds Items, CPA confirmations, Cashier's Checks, FDIC Insurance, Research/Reproduction services, Collateral Fee, Collateral Report, Safekeeping, Telebank (24 hr. voice response system)**
- b. **Night Depository Services - Texas Regional Bank currently has nine (9) full-service banking centers with a new banking facility scheduled to open in Harlingen, Texas in 2017. Night Depository services will be offered at any Texas Regional Bank banking center at no charge.**

Texas Regional Bank will provide the following services at a charge:

- a. **Merchant Card Services, (Credit & Debit card processing,) Stored Value Cards (bonus gift cards, etc.) Fees for these services can be negotiated.**
- b. **Checks, Deposit Slips and Endorsement Stamps - Bank will provide a maximum credit of \$500 annually towards the purchase of checks, deposit slips and endorsement stamps ordered through the Bank's vendor.**

- c. **Relationship Bankers may be scheduled at Customer's request to offer "Connect Banking" Services for "on-the-job" financial assistance to employees for personal accounts for direct deposit and financial information.**

6. Loans to the Town

Describe bank's lending practice as it may pertain to any loans which may be made to the Town.

- a. **Short Term Loans – Town must meet the Bank's requirements for credit approval. Once credit approval has been granted, Bank may lend funds to Town on an unsecured basis at an interest rate negotiated between the Town and the Bank. Short term loans are made for a period of 1 year or less. The negotiated interest rate may adjust daily. Other terms and conditions of extensions of credit will be negotiated at the time of the request.**
- b. **Longer Term Loans - Town must meet Bank's requirements for credit approval. Once credit approval has been granted, loans for longer than 1 year will be extended on a secured basis at a rate of interest to be negotiated by Bank and Town. Other terms and conditions of extensions of credit will be negotiated at the time of the request.**

7. It is agreed that all provisions of this bid proposal, which the bank can legally perform, will apply to any and all other funds for which the Town may become responsible. However, nothing in this proposal shall be construed to obligate the Town to place all or any particular amount of funds with the bank selected.

Dated this 7th day of September, 2016.

Texas Regional Bank



By: Paul S. Moxley

Title: President & Chief Executive Officer

Telephone: (Bank) 956-682-2265
Fax: 956.972.5417
1801 S. McColl Rd.
McAllen, Texas 78501

12. Consideration/Adoption of
Budget Ordinance for Fiscal
Year October 1, 2016 to
September 30, 2017

ORDINANCE NO.

AN ORDINANCE OF THE BOARD OF ALDERMEN APPROVING AND ADOPTING THE BUDGET FOR THE TOWN OF RANCHO VIEJO, TEXAS, AS PREPARED BY THE MAYOR FOR THE FISCAL YEAR 2016 - 2017

WHEREAS, the law requires the Mayor to submit a proposed financial budget for the ensuing fiscal year, and;

WHEREAS, the Mayor has timely filed a proposed financial budget for the fiscal year ending September 30, 2017, with the Town Secretary on August 9, 2016, which is 30 days in advance of adopting the tax rate for the tax year 2016.

WHEREAS, notice of a Public Hearing on the proposed financial budget for the fiscal year ending September 30, 2017, was published in the San Benito News on August 14, 2016.

WHEREAS, on August 30, 2016 at 6:00 P.M. the Board of Aldermen held the Public Hearing on the proposed financial budget for the fiscal year ending September 30, 2017, at the Town Municipal Office, 3301 Carmen Avenue, Rancho Viejo, Texas.

WHEREAS, such proposed and estimated Budget, after due hearing and consideration, should be adopted:

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

That the Budget as prepared and submitted by the Mayor for various departments of the Town of Rancho Viejo for the fiscal year beginning October 1, 2016 and ending September 30, 2017, be and the same is hereby in all respects approved and adopted, and a true and correct copy of said budget being attached to this ordinance.

This ordinance shall become effective upon passage.

PASSED, ADOPTED, AND APPROVED this the 13th day of September, 2016.

Cyndie Rathbun, Mayor

ATTEST:

Fred Blanco, Town Secretary



2016-2017 BUDGET

This budget will raise more revenue from property taxes than last year's budget by \$126,465 or 12.628784%, and of that amount \$16,410 is tax revenue to be raised from new property added to the roll this year.

	2015	2016
Effective Rate	.409198	.405500
Effective M&O Rate	.389190	.386008
Rollback Rate	.440510	.512215
Debt Rate	.020185	.095327
Adopted Rate	.419906	

Debt Obligations Secured By Property Tax (2016)	\$238,928
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BOARD OF ALDERMEN VOTE

AYES:

NAYS:

ABSTAINING:

PRESENT AND NOT VOTING:

PROPOSED 9/13/16
TOWN OF RANCHO VIEJO
BUDGET
2016- 2017

	APPROVED(2) BUDGET 2015-2016	PROPOSED BUDGET 2016-2017
GENERAL FUND		
REVENUES:		
1820.0000 Adm. Cost Recovered	10,000.00	14,000.00
1811.2007 Ad Val. Tax 2007	100.00	0.00
1811.2008 Ad Val. Tax 2008	100.00	100.00
1811.2009 Ad Val. Tax 2009	100.00	100.00
1811.2010 Ad Val. Tax 2010	100.00	100.00
1811.2011 Ad Val. Tax 2011	400.00	100.00
1811.2012 Ad Val. Tax 2012	2,000.00	400.00
1811.2013 Ad Val. Tax 2013	9,500.00	2,000.00
1811.2014 Ad Val. Tax 2014	18,000.00	9,500.00
1811.2015 Ad Val. Tax 2015	972,450.00 (1)	18,000.00
1811.2016 Ad Val. Tax 2016		888,945.00 (3)
1811.2016 Ad Val. Tax 2016 - 3% allowance		(26,668.00) (3)
2090.0000 Discount on Taxes	(19,000.00)	(19,000.00)
1920.0000 P&I on Taxes	17,000.00	20,000.00
1830.0000 Alcohol & Beverage Tax	4,500.00	5,500.00
1840.0000 Building Permits	25,000.00	33,000.00
1850.0000 Citations & Fines	100,000.00	76,000.00
1851.0000 MC Tech Fund	2,000.00	1,500.00
2090.5000 State Costs & Fees	(35,000.00)	(26,000.00)
1870.0000 Franchise - Electrical	66,000.00	67,000.00
1880.0000 Franchise - Telephone	7,000.00	6,250.00
1890.0000 Franchise - Cable TV	38,000.00	37,000.00
1900.0000 Franchise - Gas	800.00	1,100.00
1905.0000 Franchise - Solid Waste	1,000.00	1,000.00
1910.0000 Interest from Investments	800.00	6,000.00
1921.0000 Lien Revenue	5,000.00	7,000.00
1930.0000 Sales Tax	70,000.00	76,000.00
1963.0000 Police Fund Income	100.00	100.00
1963.5000 Seasonal Improvements Donation		1,000.00
1964.0000 Volunteer Fire Dept. Donations		8,400.00
0012.0000 PD Grant		4,900.00
Total Revenues	\$1,295,950.00	\$1,213,327.00

(1) BASED ON TAX RATE OF \$.399721 for M&O Tax Rate
\$.020185 Debt Service Tax Rate
for a TOTAL TAX RATE of \$.419906 per \$100.00 Taxable Value and 97% Collections
RANCHO VIEJO'S TAXABLE VALUE FOR 2015/2016 IS \$238,750,099

(2) AS APPROVED AT 9/08/15 MEETING

(3) BASED ON TAX RATE OF \$.354673 for M&O Tax Rate
\$.095327 Debt Service Tax Rate
for a TOTAL TAX RATE of \$.450000 per \$100.00 Taxable Value and 97% Collections
RANCHO VIEJO'S TAXABLE VALUE FOR 2016/2017 IS \$250,638,020

EXPENSES:APPROVED(2)
BUDGET
2015-2016PROPOSED
BUDGET
2016-2017**Administration:**

2100.0000 Travel-Admin.	1,500.00	1,500.00
2110.0000 Seminar & Edu. - Admin.	1,000.00	1,000.00
2150.0000 Payroll - Admin.	118,610.00	120,021.00
2160.0000 Retirement - Admin.	9,170.00	8,996.00
2161.0000 S.S./Medicare - Admin.	8,224.00	7,948.00
2170.0000 Insurance Medical - Adm.	10,350.00	9,594.00
2171.0000 Medical Dependent	1,140.00	996.00
2180.0000 Insurance Life - Admin.	140.00	140.00
2190.0000 Ins. Workman's Comp	200.00	200.00
2200.0000 Part Time Labor - Admin.	20,000.00	20,000.00

Total Administration: **\$170,334.00****\$170,395.00****General:**

3140.0000 Telephone	3,300.00	3,400.00
3150.0000 Electricity Office	7,300.00	7,300.00
3160.0000 Insurance Liability	25,718.00	29,092.00
3170.0000 Legal Notices	2,300.00	2,300.00
3200.0000 Office Supplies	4,000.00	4,000.00
3220.0000 Postage	1,200.00	1,000.00
3230.0000 Dues & Publications	1,260.00	2,443.00
3240.0000 Appraisal & Tax Collection	21,281.00	23,500.00
3250.0000 Water	800.00	800.00
3260.0000 Election Costs	4,000.00	4,000.00
3270.0000 Building/Yard Maintenance	9,300.00	9,500.00
3280.0000 Cameron Co. Court Costs	400.00	460.00
3300.0000 Public Relations	2,600.00	3,430.00
3320.0000 Office Equip. Maint.	7,995.00	7,480.00
4220.0000 Municipal Court Supplies	2,945.00	3,350.00
6300.0000 Signs & Safety Markers	3,000.00	2,000.00
1720.6730 Transfer Out to Debt Service		7,000.00

Total General: **\$97,399.00****\$111,055.00****General Service:**

5650.0000 Fire Dept.	38,400.00	20,400.00
5660.0000 Fire Protection Contract	30,000.00	30,000.00
5661.0000 Fire Hydrants	8,000.00	4,000.00

Total General Service: **\$76,400.00****\$54,400.00****Professional:**

5100.0000 Legal Fees	32,000.00	32,000.00
5200.0000 Audit Fees	8,500.00	7,800.00
5400.0000 Building Inspection	15,500.00	16,500.00
5500.0000 Municipal Judge	12,042.00	12,042.00

Total Professional: **\$68,042.00****\$68,342.00**

APPROVED(2)	PROPOSED
BUDGET	BUDGET
2015-2016	2016-2017

Police General:

4140.0000 Clothing - Police	3,000.00	3,000.00
4150.0000 Payroll - Police	385,613.00	393,110.00
4160.0000 Police Ret & Empl. Tax	29,966.00	29,652.00
4161.0000 Medicare & S.S.	15,413.00	15,590.00
4170.0000 Ins. Medical	41,210.00	38,375.00
4171.0000 Ins. Medical Dependant	13,363.00	13,096.00
4180.0000 Ins. Life	544.00	544.00
4190.0000 Ins. Workman's Comp	10,707.00	10,466.00
4200.0000 Cleaning of Uniforms	2,500.00	2,500.00
4210.0000 Office Supplies	3,872.00	3,872.00
4210.5000 Printing	100.00	100.00
4230.0000 Travel - Police	1,600.00	1,600.00
4240.0000 Seminar & Education - PD	2,000.00	2,000.00
4250.0000 Auto Repairs	6,000.00	8,000.00
4260.0000 Auto Fuel	24,750.00	20,250.00
4291.0000 Fire Prevention/1st Aid Police	300.00	300.00
4300.0000 Radio Equipment Maint.	1,000.00	1,000.00
4330.0000 Dispatch	3,600.00	3,600.00
4331.0000 Police Investigation	8,322.00	13,222.00
4333.0000 Drug Testing	250.00	250.00
4291.6220 Hurricane Preparedness	2,600.00	1,300.00
6710.0000 Mosquito Spraying	5,000.00	5,000.00

Total Police General:	\$561,710.00	\$566,827.00
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Public Works:

6500.0000 Lighting Expenses	45,050.00	48,750.00
6600.0000 Lot Mowing	2,000.00	1,000.00
6640.0000 Common Area Maint.	44,420.00	49,580.00
6700.0000 Comm Area Water&Elec.	10,700.00	10,700.00
6660.0000 Beautification Project	5,000.00	5,000.00
6660.0002 Community Alert System	1,800.00	1,800.00
6660.0003 Animal Control	1,275.00	1,175.00
6660.0004 Security Device Reserve	750.00	750.00
6705.0001 Security Device Maint.	7,436.00	7,500.00

Total Public Works:	\$118,431.00	\$126,255.00
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Streets:

6000.0000 St. Rehab.	70,000.00	10,000.00
6100.0000 St. Rehab. Engineer	16,500.00	0.00
6200.0000 Street Reserve	30,000.00	80,000.00

Total Street Expense:	\$116,500.00	\$90,000.00
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	APPROVED(2) BUDGET 2015-2016	PROPOSED BUDGET 2016-2017
Capital Outlay:		
3210.0000 Office Equipment	5,000.00	5,000.00
9280.6000 Street Rehab Reserves M&O		217,350.00
9280.6001 Street Rehab Obligations 2016		2,939,745.00
	\$5,000.00	\$3,162,095.00
Total Capital:	\$5,000.00	\$3,162,095.00
Total Operating Expense:	\$1,213,816.00	\$4,349,369.00
General Fund Net Excess/(Deficit):		(\$3,136,042.00)

DEBT FUND

REVENUES:

5811.2016 Ad Val. Debt Tax 2016		238,928.00 (3)
5811.2016 Ad Val. Debt Tax 2016 - 3% allowance		(7,168.00) (3)
5811.8704 Discount on Debt Taxes		(1,000.00)
5811.8703 P&I on Debt Taxes		1,400.00
5720.8615 Transfer In - General Fund		7,000.00

Total Debt Revenues

239,160.00

EXPENSES:

Town Hall Debt Service Account:

5820.8715 Interest Payable	18,192.00	17,120.00
5820.8710 Scheduled Principal	30,000.00	30,000.00

Total Town Hall Debt Service:

47,120.00

Streets Debt Service Account:

5820.8725 Interest Payable		106,808.00
5820.8720 Scheduled Principal		85,000.00

Total Streets Debt Service:

191,808.00

Total Debt Service: \$48,192.00

\$238,928.00

Debt Fund Net Excess/(Deficit):

\$ 232.00

Total All Expenses: \$1,262,008.00

\$4,588,297.00

Total All Revenues: \$1,295,950.00

\$1,452,487.00

Total All Net Excess/(Deficit): \$33,942.00

(\$3,135,810.00)

Other Financing Sources

1810.7600 Transfer In - Street Reserves		217,350.00
1810.7600 Transfer In - Obligations 2016		2,939,745.00

Total Other Financing Sources: \$0.00

\$3,157,095.00

To General Fund: \$33,942.00

\$21,285.00

13. Consideration/Ratification
of the Property Tax (Revenue)
Increase Reflected in the Budget
for Fiscal Year October 1, 2016
to September 30, 2017

This budget will raise more revenue from property taxes than last year's budget by \$126,465 or 12.628784%, and of that amount \$16,410 is tax revenue to be raised from new property added to the roll this year.

I move that the property tax rate be increased by the adoption of a tax rate of .450000, which is effectively a 10.974106 percent increase in the tax rate.

14. Consideration/Adoption of Ordinance to Establish Ad Valorem Tax Rate to Provide for Budget Expenses for Fiscal Year 2016 - 2017

ORDINANCE NO.

AN ORDINANCE ESTABLISHING THE AD VALOREM AND PERSONAL PROPERTY TAX RATE FOR THE TAX YEAR 2016, SETTING THE ASSESSED VALUATION AT ONE HUNDRED (100%) PERCENT OF THE FAIR MARKET VALUE, PROVIDING FOR A HOMESTEAD EXEMPTION OF \$5,000, PROVIDING FOR DISCOUNTS IN THE EVENT OF EARLY PAYMENT, AND PROVIDING FOR PENALTY AND INTEREST IN ACCORDANCE WITH STATE LAW AND PROVIDING FOR SEVERABILITY

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

Section 1. There is hereby established a tax rate for the tax year 2016:

\$.354673 Maintenance & Operation Tax Rate
\$.095327 Debt Tax Rate
\$.450000 Total Tax Rate

for each \$100.00 of assessed valuation of all ad valorem and personal property taxable under the laws of this State by the Town of Rancho Viejo.

THIS TAX RATE WILL RAISE LESS REVENUE FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE. THE TAX RATE WILL EFFECTIVELY BE LESS BY 8.117707 PERCENT AND WILL RAISE LESS REVENUE FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$31.34.

Section 2. There is hereby established an assessed valuation of one hundred (100%) percent of the fair market value of all real and personal property according to the certified tax rolls of the Town of Rancho Viejo.

Section 3. There is hereby granted a homestead exemption to qualified homeowners at the level of \$5,000 on the ad valorem tax for the tax year 2016.

Section 4. There is hereby granted a discount for early payment of the 2016 taxes which discount shall be equal to and the same as that granted by CAMERON COUNTY, the agency under contract to collect the taxes of this Town, said discount all being pursuant to State law.

Section 5. Any payment not timely made shall bear such penalty and interest as is provided by State law.

Section 6. If any section, paragraph, subdivision, clause, phrase, or provision of the Ordinance shall be adjudged invalid or held unconstitutional, the same shall not affect the validity of this Ordinance as whole or any part or provision thereof, other than the part so decided to be invalid or unconstitutional.

Section 7. This ordinance shall become effective upon passage.

PASSED, ADOPTED, AND APPROVED this the 13th day of September, 2016.

Cyndie Rathbun, Mayor

ATTEST:

Fred Blanco, Town Secretary

15. Consideration/Action on Municipal Judge Contract

STATE OF TEXAS §
COUNTY OF CAMERON §

PROFESSIONAL SERVICES AGREEMENT

This Agreement for professional services, by and between the TOWN OF RANCHO VIEJO, TEXAS (hereinafter sometimes referred to as the “Town”), a Type-A General Law Municipality of the State of Texas, located at 3301 Carmen Avenue, Rancho Viejo, Cameron County, Texas and RICARDO M. ADOBBATI, a duly licensed attorney of the State of Texas, 134 E. Price Road, Brownsville, Cameron County, Texas 78521, agrees as follows:

RECITALS

WHEREAS, on the 5th day of May, 2015 (the “Appointment Date”), at a meeting of the Board of Alderman of the Town of Rancho Viejo, Texas (the “Meeting”), appointed Ricardo M. Adobbati (“Judge Adobbati”) to serve as the Municipal Court Judge for the Town;

WHEREAS, pursuant to the minutes of the Meeting, Judge Adobbati was appointed to a one (1) year term with the possibility of Judge Adobbati being re-appointed to additional one (1) year terms at the rate of Nine Hundred and 00/100 Dollars (\$900.00) per month;

WHEREAS, since the Appointment Date, Judge Adobbati has been performing his duties as municipal judge.

WHEREAS, on May 17, 2016 (the “Re-Appointment Date”), the Board of Alderman re-appointed Judge Adobbati for an additional one (1) year term;

NOW THEREFORE, the following to wit:

ARTICLE 1- TERM OF EMPLOYMENT

- 1.1. Initial Term.** Judge Adobbati and the Town agree that the initial term of this agreement is for a period of one (1) year beginning on the Re-Appointment Date and concluding May 17, 2017.
- 1.2. Secondary Term.** Upon the mutual consent of both parties, this agreement may be extended for single year terms on the upon the conclusion of the previous year’s term.
- 1.3. Termination.** Either party may terminate this agreement, for whatever reason, upon sixty (60) days’ notice.

ARTICLE 2 — COMPENSATION

2.1. Compensation. As compensation for all services rendered and actually performed under this agreement, Judge Adobbati will be paid the sum of Nine Hundred and 00/100 Dollars (\$900.00) per month.

ARTICLE 3 — DUTIES OF EMPLOYEE

3.1. General Duties. Judge Adobbati shall perform all duties and responsibilities required of a Municipal Judge in the State of Texas, including but not limited to:

- a) Presiding over court dockets and trials;
- b) Presiding over jury and non-jury cases and levying fines commensurate with the violation in such a manner to preserve equity and uniformity in the application of existing laws and ordinances;
- c) The Coordination of court activities with the Municipal Prosecutor, the Town Attorney, and other Town personnel.

3.2. State Bar License. Judge Adobbati agrees to maintain his license to practice law in the State of Texas. The failure to maintain a license to practice law in the State of Texas shall be grounds for immediate termination of the agreement effective upon notice received by Judge Adobbati.

ARTICLE 4 — ADDITIONAL OBLIGATIONS.

4.1. Professional Certification. Judge Adobbati shall maintain all certifications and all continuing education necessary to legally perform his duties as Municipal Judge. The Town shall reimburse Judge Adobbati for all reasonable expenses accrued as a result of maintaining required certifications and continuing education unique to his role as the Municipal Judge. The Town shall not reimburse for any fees, certifications, dues, or continuing education that which is required by the State Bar of Texas in order to maintain Judge Adobbati's license to practice law in the State of Texas.

ARTICLE 5 — MISCELLANEOUS PROVISIONS

5.1. Attorney's Fees. Any party who is in privity of contract pursuant to the Agreement and prevails in any legal proceeding related to the Agreement is entitled to recover reasonable attorney's fees and costs of such proceeding.

- 5.2. Choice of Law.** This Agreement will be construed in accordance with the laws of the State of Texas.
- 5.3. Venue.** Exclusive venue for any proceeding in law or equity shall be in Cameron County, Texas.
- 5.4. Legal Construction.** Should any one or more provisions of this agreement for any reason be held invalid or unenforceable, said provision shall not affect any other provision of the Agreement, which shall be construed as if the invalid or unenforceable provision had never existed.
- 5.5. Prior Agreements Superseded.** This agreement constitutes the only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.
- 5.6. Agreement of the Parties.** This agreement contains the entire agreement of the parties and cannot be changed except by their written agreement.
- 5.7. Counterparts.** If this agreement is executed in multiple counterparts, all counterparts taken together constitute this agreement. Copies of signatures to this Agreement are effective original signatures.

THE TOWN OF RANCHO VIEJO

JUDGE ADOBBATI

By: Cyndie Rathbun, *Mayor*

Ricardo M. Adobbati

16. Consideration/Action on Cleaning Services Contract

2.02. Payment. In compliance with Article 3 herein, the Town shall pay the Provider at the rate of Two Hundred Fifty and 00/100 Dollars (\$250.00) per month for the services to be and actually performed under this Agreement.

ARTICLE 3 — SERVICES TO BE PERFORMED

3.01. Type of Services. Provider agrees to perform the following janitorial and cleaning maintenance services at the Town Municipal Office including but not limited to (collectively referred to “Services”):

- a) Sweeping and mopping of all floors;
- b) Vacuuming all carpet and rugs, and spot clean as needed;
- c) Empty all waste containers;
- d) Properly dispose of all trash and waste;
- e) Clean all restrooms (including replenishing all soap, toilet paper, and paper towel dispensers);
- f) Clean all windows (both outdoor and indoor windows);
- g) Dusting of all fixtures, furniture, and all other surfaces within reasonable reach;
- h) Those other certain janitorial and cleaning maintenance services that the Town Administrator may dictate from time to time.

3.02. Frequency of Services. The scheduling of the specific day that Services shall be performed may be altered with the consent of the Town Administrator but in no event may the Provider provide the Services in a manner that would conflict with the following:

- a) Services shall be provided at least four (4) times per calendar month;
- b) Services shall be provided at least one (1) time per calendar week.

ARTICLE 4 — MATERIALS AND SUPPLIES

4.01. All materials and supplies necessary to perform the Services hereinabove defined shall be furnished at the cost and expense of the Town.

ARTICLE 5 — MISCELLANEOUS PROVISIONS

5.01. Force Majeure. Neither the Town or the Provider shall be liable for any delay or failure in its performance under this Agreement caused by events beyond the reasonable control of the

party, including, but not limited to, terrorism, war, riots, labor strikers, interruption of utility services, fires, floods, earthquakes, and other natural disasters.

5.02. Compliance with Applicable Laws. In performing the Services under this Agreement, Provider shall comply with all applicable federal, state, and Town statutes, ordinances, and regulations.

5.03. Insurance. Provider, at its own cost and expense, shall procure and maintain throughout the term of this Agreement a worker's compensation insurance policy for the protection of its employees engaged in work under this Agreement.

5.04. Attorney's Fees. Any party who is in privity of contract pursuant to the Agreement and prevails in any legal proceeding related to the Agreement is entitled to recover reasonable attorney's fees and costs of such proceeding.

5.05. No assignment. Provider shall not assign or transfer this Agreement, in whole or in part, without the prior written consent of the Town. This Agreement shall be binding on, and inure to the benefit of, each party's heirs, executors, administrators, successors, and permitted assigns.

5.06. Choice of Law. This Agreement will be construed in accordance with the laws of the State of Texas.

5.07. Venue. Exclusive venue for any proceeding in law or equity shall be in Cameron County, Texas.

5.08. Legal Construction. Should any one or more provisions of this Agreement for any reason be held invalid or unenforceable, said provision shall not affect any other provision of the Agreement, which shall be construed as if the invalid or unenforceable provision had never existed.

5.09. Prior Agreements Superseded. This Agreement constitutes the only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

5.10. Agreement of the Parties. This Agreement contains the entire agreement of the parties and cannot be changed except by their written agreement.

5.11. Counterparts. If this Agreement is executed in multiple counterparts, all counterparts taken together constitute this Agreement. Copies of signatures to this Agreement are effective original signatures.

TOWN

Cyndie Rathbun, *Mayor*

PROVIDER

Maria Ponce, *as an individual*

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

STATE OF TEXAS §
COUNTY OF CAMERON §

CONSTRUCTION CONTRACT

This Construction Agreement (the "Agreement") is made on this ___ day of September, 2016, (the "Effective Date"), by and between the TOWN OF RANCHO VIEJO, TEXAS, a Type-A General Law Municipality, located at 3301 Carmen Avenue, Rancho Viejo, Cameron County, Texas (the "Town") & P.H. CONSTRUCTION, a sole proprietor, located at 5110 Austin Road, Brownsville, Cameron County, Texas 78521 (the "Contractor"). The parties hereto hereby agree as follows:

ARTICLE 1. GENERAL PROVISIONS

1.01. Notice. Any notice, demand, request, or other instrument given under this Agreement or by law shall be delivered in person or sent by United States certified mail return receipt requested as follows:

Town

Town of Rancho Viejo, Texas
Attention: Fred Blanco, *Town Administrator*
3301 Carmen Avenue, Rancho Viejo, Cameron County, Texas

Contractor

P.H. Construction
5110 Austin Road, Brownsville, Cameron County, Texas 78521

1.02. Entire Agreement. This Agreement, the Proposal (as defined hereinbelow) and any Exhibits attached hereto constitute the entire agreement between the parties hereto. This Agreement may be modified only by a subsequent writing signed by both parties.

1.03. Severability. If any provision of this Agreement is found to be illegal or unenforceable, the other provisions shall not be affected and shall continue in full force and effect.

1.04. Ambiguities in Agreement. The rule of construction that ambiguities in a document are construed against the party who drafted said document does not apply in interpreting this Agreement.

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 SIX HUNDRED and 00/100 DOLLARS (\$5,600.00) (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. Matzke
Senior Manager - Real Estate

By: Roberto Medrano
Title: Mayor

NOTE: New Lease

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

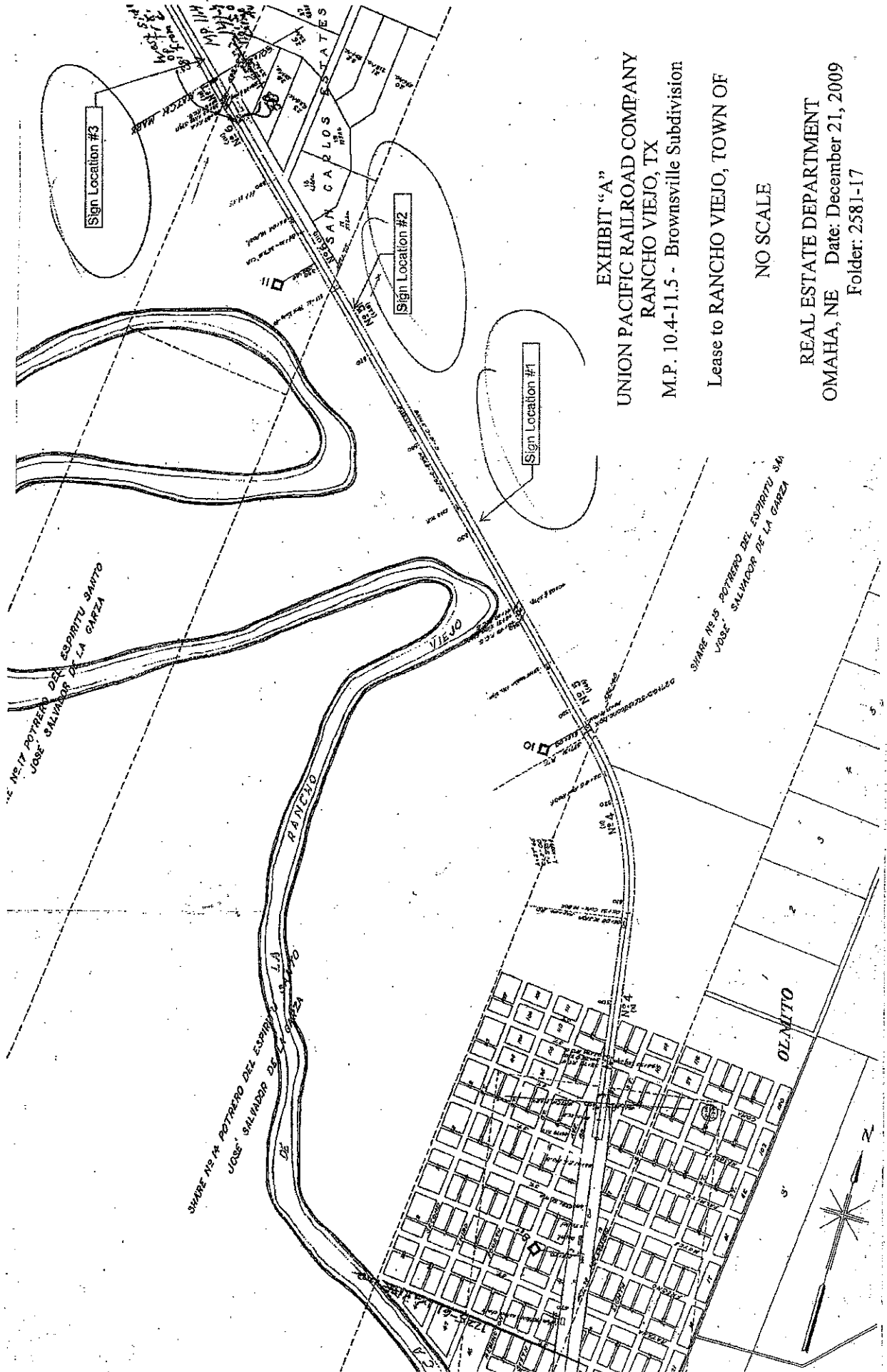


EXHIBIT "A"
UNION PACIFIC RAILROAD COMPANY
RANCHO VIEJO, TX
M.P. 10.4-11.5 - Brownsville Subdivision

Lease to RANCHO VIEJO, TOWN OF

NO SCALE

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

* LEGEND *

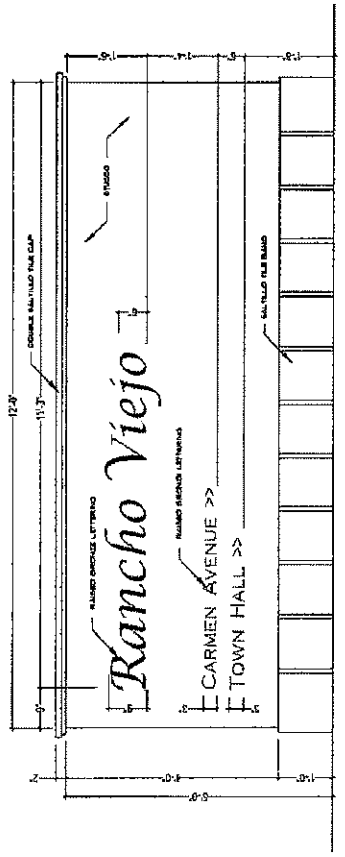
Sign/Monument Locations..... Noted on Print
(RR)R/W Outlined

AI

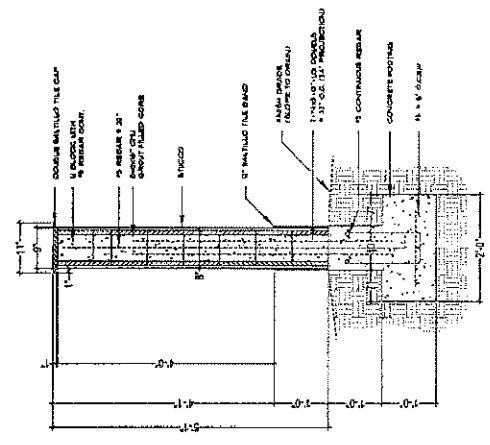
Town of Rancho Viejo Entrance Signs

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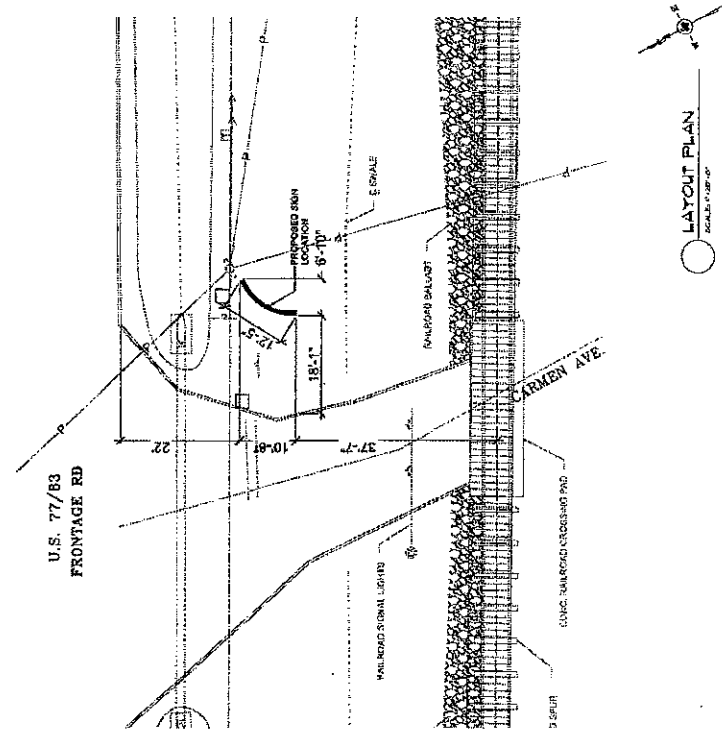
City of Rancho Viejo
 City Engineer
 City Clerk
 City Manager
 City Council
 City Commission



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

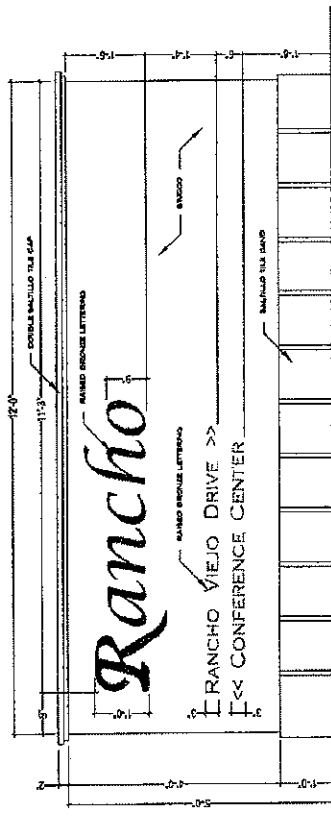


WALL SECTION
SCALE 1/8" = 1'-0"

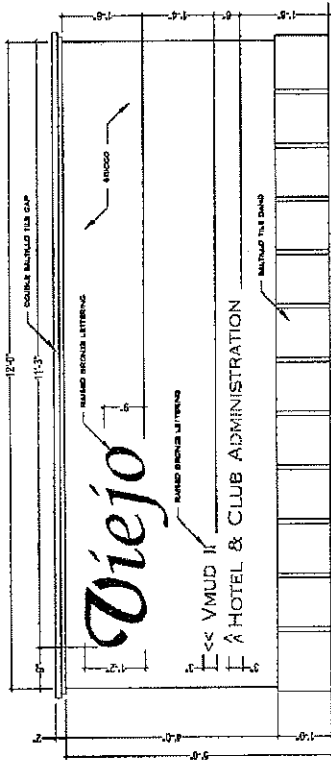


LAYOUT PLAN
SCALE 1/8" = 1'-0"

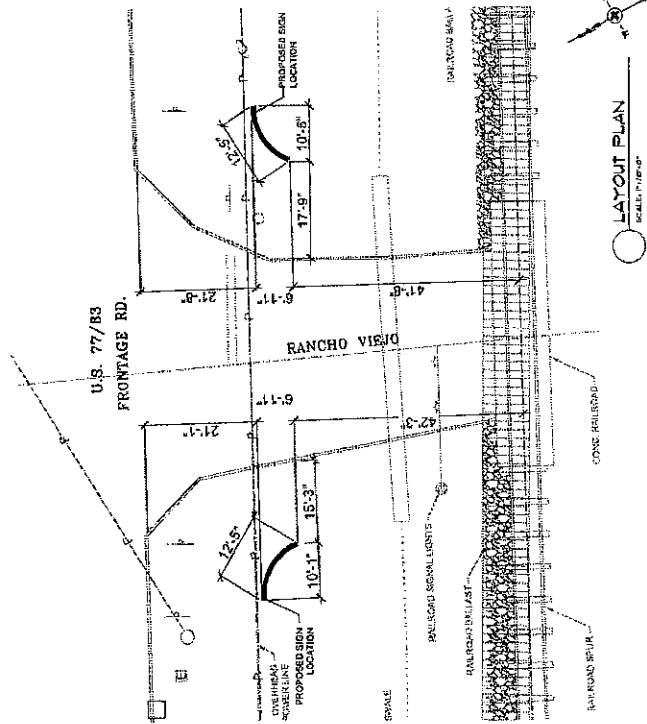
A-2



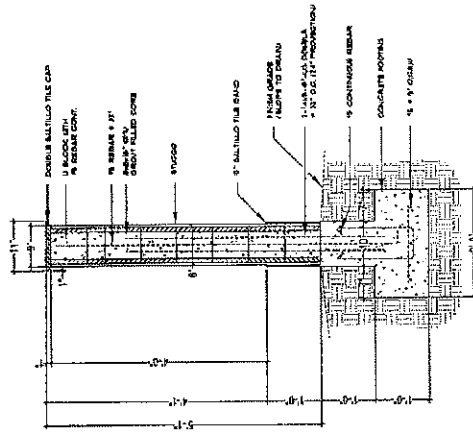
ELEVATION
SCALE: 1/8" = 1'-0"



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



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



WALL SECTION
SCALE: 1/4" = 1'-0"

Town of Rancho Viejo
Entrance Signs

Town of Rancho Viejo 10000 Camino Viejo Rancho Viejo, CA 92083	SSP Design 10000 Camino Viejo Rancho Viejo, CA 92083	G&S 10000 Camino Viejo Rancho Viejo, CA 92083	10000 Camino Viejo Rancho Viejo, CA 92083

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.

18. Consideration/Approval to Change the Payroll Pay Dates from the 15th and Last day of the Each Month to the 20th and 5th day Each Month

Payroll Policy
Method of Payment

Salaries shall be paid on a semi-monthly basis (twenty-four pay periods per year). The pay periods are from the 1st through the 15th and 16th through the last day of the month. Paychecks shall be direct-deposited to the employee's bank account on the 5th and 20th of each month. If a scheduled payday falls on a holiday or on a weekend, payroll shall be issued the day preceding the holiday or weekend. Any overtime worked shall be paid in the pay period worked. Any changes to employees' bank accounts shall be turned in at least 10 days before scheduled payday.

19. Consideration/Action of Emergency Medical Services Contract

EMERGENCY MEDICAL SERVICES CONTRACT

THIS EMERGENCY MEDICAL SERVICES CONTRACT is entered into by and between the Town of Rancho Viejo, Texas (the "TOWN"), a municipal corporation in Cameron County, Texas, and South Texas Emergency Care Foundation, Inc. ("STECF"), a Texas nonprofit corporation, on the following terms and conditions.

WHEREAS, the continuance of such public ambulance and emergency medical services to the citizens of the TOWN is of importance to the health, safety, and welfare of the citizens of the TOWN; and

WHEREAS, the contract for public ambulance and emergency medical services is to be entered into on behalf of and for the benefit of the public need and necessity for such public ambulance and emergency medical services; and further the provision of such public ambulance and emergency medical services is intended to be and is a valid exercise of the TOWN's police power; and

WHEREAS, STECF has agreed to furnish such public ambulance and emergency medical services as, in the judgment of the TOWN, are necessary and reasonable for the continuing health, safety, and welfare of the citizens of the TOWN, subject to the TOWN entering into a contract with STECF for the furnishing of such services;

NOW, THEREFORE, by virtue of the vital necessity of maintaining public ambulance and emergency medical services for the citizens of the TOWN, TOWN herewith grants to STECF this express license and service contract to operate an ambulance and emergency medical service in the TOWN as the same is described in any applicable ordinance of the TOWN; and STECF, having qualified for such license as provided for in any such ordinance, such license and

the term of this contract being for a period of time beginning at 12:00 o'clock a.m., October 1, 2016, and ending at 11:59 o'clock p.m., September 30, 2021.

Pursuant to the furnishing of public ambulance and emergency medical services to the citizens of the TOWN under such license, the TOWN and STECF enter into the following contract for public ambulance and emergency medical services.

1. STECF shall maintain an adequate number of fully qualified operators to fully and efficiently operate ambulances for the public ambulance and emergency medical services to be provided during the term of this contract.

2. In fulfilling the needs of the citizens of the TOWN for public ambulance and emergency medical services, the license and service contract herein granted to STECF shall include its authorized use of ambulances (and personnel to operate the same), as may be borrowed, rented, leased, or otherwise lawfully arranged for, from services to be determined by STECF for such period of time or times as may be necessary under public disaster or other demanding conditions during the term hereof, such ambulances and personnel being in addition to ambulances operated by STECF; provided further that such ambulances and personnel shall meet the same qualifications and requirements as the ambulances and personnel otherwise required of STECF by this contract.

3. STECF hereby promises, agrees, and shall be obligated to render and perform for the benefit of TOWN all emergency medical services for the general public in the TOWN on all emergency ambulance calls. TOWN promises and agrees that all emergency ambulance service calls initiated by the Fire and Police Departments of the TOWN will be referred exclusively to STECF. STECF also agrees to respond to any emergency medical services calls with the limits of the TOWN initiated by anyone other than the Fire and Police Departments of the TOWN.

4. Emergency medical services personnel of STECF shall deliver emergency patients to hospitals in Cameron County as requested by such patients or their authorized agents. In the absence of any such request, the emergency medical service personnel shall deliver such patients to the nearest hospital emergency room capable of handling the emergency or as otherwise directed by an emergency physician in radio contact with the emergency medical service personnel.

5. STECF shall be solely responsible for billing and collecting for ambulance and emergency medical services to be furnished by it hereunder, and all such collections shall be the sole property of STECF.

6. The TOWN acknowledges the public nature and necessity of furnishing public ambulance and emergency medical services to the citizens of and general public within the TOWN and further recognizes and acknowledges that the emergency nature of such services makes full or substantial collection of charges by STECF for such services risky and speculative to the extent that the economic feasibility of such public ambulance and emergency medical services is imperiled. The TOWN represents that its duly elected governing body has made a finding that public ambulance and emergency medical services are necessary for the health, safety and welfare of the citizens of the TOWN. Therefore, in consideration for the furnishing of adequate public ambulance and emergency medical services to the citizens of the TOWN under this license and contract and the willingness of STECF to forego any payment from the TOWN, the TOWN, as an exercise of its police power, has agreed to the provisions hereof including but not limited to the five year term described in the recitals and the exclusivity described in Paragraph 19 hereof.

7. STECF shall certify and show proof that it can and will comply with all license requirements and rules and regulations prescribed by state statutes pertaining to the operation of ambulance service and hold valid permits for providing said services.

8. Upon request of the TOWN, STECF shall provide TOWN with written reports which shall include the necessary data required to insure that the contractual obligations are being satisfied. STECF shall not in any event be required to provide such reports to TOWN more frequently than once per month or to include in any such report any private, privileged or confidential information regarding any patient or person to or for whom emergency medical services have been provided including but not limited to name, address, medical condition or treatment information, or other information determined by STECF to be protected from disclosure by any applicable federal or state law or regulation.

9. TOWN reserves the right to own, maintain, and operate emergency ambulance equipment which shall be limited in use to supplemental ambulance and emergency service in the TOWN resulting from unusual conditions which cannot be served by STECF.

10. STECF shall obtain and maintain liability insurance to cover any automobile accident in an amount of at least \$500,000.00 each person, \$1,000,000.00 each accident for bodily injury including death and \$250,000.00 for property damage and a professional liability policy and comprehensive general liability policy with minimum limits of \$300,000.00 for each occurrence, \$500,000.00 general aggregate.

11. STECF agrees to include its personnel (to include but not limited to medical ambulance attendants, drivers, and dispatchers) as well as emergency medical service vehicles in its liability insurance policy and to further provide the TOWN a legal defense, contribution, indemnity, and otherwise hold the TOWN harmless from any and all claims made against the

TOWN for bodily injury and property damage inflicted or caused by the acts and/or omissions of STECF's personnel or emergency medical service vehicles.

12. STECF shall make adequate public notice of its emergency medical services and facilities, and how to contact same. In this connection, TOWN shall endeavor to generally publicize in the area of the TOWN, through the available press media, the name and availability of such emergency services by STECF.

13. The Police and Fire Departments of the TOWN and STECF shall communicate and negotiate from time to time, to enable such police and fire departments to properly and timely refer all emergency medical needs and calls to STECF; as such calls may be received by such police department and fire department from time to time.

14. This contract shall not be assignable in whole or in part by either party without written consent of the other party.

15. STECF agrees to remain licensed pursuant to any applicable ordinance of the TOWN, and STECF further agrees to comply with State licensing statutes and agrees to acquire all applicable permits required by TOWN, the State of Texas, and any department, Board, Commission or Agency thereof which is necessary to operate an emergency medical service set forth hereinabove.

16. Any unenforceable provision of this contract shall be severable from the remainder hereof and the remainder shall continue in full force and effect.

17. This contract is entered into for the exclusive benefit of the parties, and the parties expressly disclaim any intent to benefit anyone not a party. This contract does not create any third party beneficiary rights for or on behalf of any person or persons.

18. TOWN AND STECF agree that the governing body of TOWN shall name a representative of TOWN to serve on the Board of Directors of STECF in accordance with the Bylaws of STECF.

19. The TOWN, acting by and through its duly elected governing body, acknowledges that insuring that both emergency and non-emergency ambulance services and emergency medical services are available to the citizens of the TOWN is crucial to the health, welfare, and safety of the public and those citizens and that entering into this contract with STECF to secure the availability of such public emergency and non-emergency ambulance services and emergency medical services is a valid exercise of the police power of the TOWN to preserve and protect the health, welfare, and safety of the public and those citizens. Accordingly, during the term of this contract, STECF is hereby awarded exclusive rights and responsibilities for provision of all emergency and non-emergency ambulance services and emergency medical services, including special events coverage, originating within the TOWN, regardless of the manner in which the request for service is conveyed.

EXECUTED IN DUPLICATE, this the _____ day of _____, 2016 but effective as of October 1, 2016.


TOWN OF RANCHO VIEJO, TEXAS

By: _____
Cyndie Rathbun
Mayor

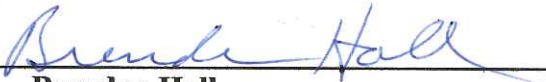
ATTEST:

By: _____
Fred Blanco
Town Administrator/Secretary

**SOUTH TEXAS EMERGENCY CARE
FOUNDATION, INC.**

By: 
Jo Rae Wagner
President, Board of Directors

ATTEST:

By: 
Brendan Hall
Asst. Secretary, Board of Directors

**TOWN OF RANCHO VIEJO, TEXAS
AND
BROWNSVILLE FIRE DEPARTMENT**

EMERGENCY MEDICAL SERVICES CONTRACT

THIS EMERGENCY MEDICAL SERVICES CONTRACT is entered into by and between the Town of Rancho Viejo, Texas (the "TOWN"), a municipal corporation in Cameron County, Texas, and Brownsville Fire Department, a Texas nonprofit corporation, on the following terms and conditions.

WHEREAS, the continuance of such public ambulance and emergency medical services to the citizens of Rancho Viejo is important to the health, safety, and welfare of the citizens of Rancho Viejo; and

WHEREAS, the contract for public ambulance and emergency medical services is to be entered into on behalf of and for the benefit of the public need and necessity for such public ambulance and emergency medical services; and further the provision of such public ambulance and emergency medical services is intended to be and is a valid exercise of the TOWN's police power; and

WHEREAS, Brownsville Fire Department has agreed to furnish such public ambulance and emergency medical services as, in the judgment of the TOWN, are necessary and reasonable for the continuing health, safety, and welfare of the citizens of Rancho Viejo, subject to the TOWN entering into a contract with Brownsville Fire Department for the furnishing of such services;

NOW, THEREFORE, by virtue of the vital necessity of maintaining public ambulance and emergency medical services for the citizens of Rancho Viejo, TOWN herewith grants to Brownsville Fire Department this express license and service contract to operate an ambulance and emergency medical service in the TOWN, such license and the term of this contract being

for a period of time beginning at 12:00 o'clock a.m., October 1, 2016, and ending at 11:59 o'clock p.m., September 30, 2021.

Pursuant to the furnishing of public ambulance and emergency medical services to the citizens of Rancho Viejo under such license, the TOWN and Brownsville Fire Department enter into the following contract for public ambulance and emergency medical services.

1. Brownsville Fire Department shall maintain an adequate number of fully qualified operators to fully and efficiently operate ambulances for the public ambulance and emergency medical services to be provided during the term of this contract.

2. In fulfilling the needs of the citizens of Rancho Viejo for public ambulance and emergency medical services, the license and service contract herein granted to Brownsville Fire Department shall include its authorized use of ambulances (and personnel to operate the same), as may be borrowed, rented, leased, or otherwise lawfully arranged for, from services to be determined by Brownsville Fire Department for such period of time or times as may be necessary under public disaster or other demanding conditions during the term hereof, such ambulances and personnel being in addition to ambulances operated by Brownsville Fire Department; provided further that such ambulances and personnel shall meet the same qualifications and requirements as the ambulances and personnel otherwise required of Brownsville Fire Department by this contract.

3. Brownsville Fire Department hereby promises, agrees, and shall be obligated to render and perform for the benefit of TOWN all emergency medical services for the general public in the Town of Rancho Viejo on all emergency ambulance calls. TOWN promises and agrees that all emergency ambulance service calls initiated by the Rancho Viejo Fire Department and the Rancho Viejo Police Department will be referred exclusively to Brownsville Fire Department. Brownsville Fire Department also agrees to respond to any emergency medical services calls with the limits of the TOWN initiated by anyone other than the Rancho Viejo Fire Department

and the Rancho Viejo Police Department.

4. Emergency medical services personnel of Brownsville Fire Department shall deliver emergency patients to hospitals in Cameron County as requested by such patients or their authorized agents. In the absence of any such request, the emergency medical service personnel shall deliver such patients to the nearest hospital emergency room capable of handling the emergency or as otherwise directed by an emergency physician in radio contact with the emergency medical service personnel.

5. Brownsville Fire Department shall be solely responsible for billing and collecting for ambulance and emergency medical services to be furnished by it hereunder, and all such collections shall be the sole property of Brownsville Fire Department.

6. The TOWN acknowledges the public nature and necessity of furnishing public ambulance and emergency medical services to the citizens of and general public within the TOWN and further recognizes and acknowledges that the emergency nature of such services makes full or substantial collection of charges by Brownsville Fire Department for such services risky and speculative to the extent that the economic feasibility of such public ambulance and emergency medical services is imperiled. The TOWN represents that its duly elected governing body has made a finding that public ambulance and emergency medical services are necessary for the health, safety and welfare of the citizens of the TOWN. Therefore, in consideration for the furnishing of adequate public ambulance and emergency medical services to the citizens of the TOWN under this license and contract and the willingness of Brownsville Fire Department to forego any payment from the TOWN, the TOWN as an exercise of its police power, has agreed to the provisions hereof including but not limited to the five year term described in the recitals and the exclusivity described in Paragraph 9 hereof.

7. Brownsville Fire Department shall certify and show proof that it can and will

comply with all license requirements and rules and regulations prescribed by state statutes pertaining to the operation of ambulance service and hold valid permits for providing said services.

8. Upon request of the TOWN, Brownsville Fire Department shall provide TOWN with written reports which shall include the necessary data required to insure that the contractual obligations are being satisfied. Brownsville Fire Department shall not in any event be required to provide such reports to TOWN more frequently than once per month or to include in any such report any private, privileged or confidential information regarding any patient or person to or for whom emergency medical services have been provided including but not limited to name, address, medical condition or treatment information, or other information determined by Brownsville Fire Department to be protected from disclosure by any applicable federal or state law or regulation.

9. TOWN reserves the right to own, maintain, and operate emergency ambulance equipment which shall be limited in use to supplemental ambulance and emergency service in the TOWN resulting from unusual conditions which cannot be served by Brownsville Fire Department.

10. Brownsville Fire Department shall obtain and maintain liability insurance to cover any automobile accident in an amount of at least \$500,000.00 each person, \$1,000,000.00 each accident for bodily injury including death and \$250,000.00 for property damage and a professional liability policy and comprehensive general liability policy with minimum limits of \$300,000.00 for each occurrence, \$500,000.00 general aggregate.

11. Brownsville Fire Department agrees to include its personnel (to include but not limited to medical ambulance attendants, drivers, and dispatchers) as well as emergency medical service vehicles in its liability insurance policy and to further provide the TOWN a legal defense, contribution, indemnity, and otherwise hold the TOWN harmless from any and all claims made

against the TOWN for bodily injury and property damage inflicted or caused by the acts and/or omissions of Brownsville Fire Department's personnel or emergency medical service vehicles.

12. Brownsville Fire Department shall make adequate public notice of its emergency medical services and facilities, and how to contact same. In this connection, TOWN shall endeavor to generally publicize in the Rancho Viejo area, through the available press media, the name and availability of such emergency services by Brownsville Fire Department.

13. The Police Department and Fire Department of TOWN and Brownsville Fire Department shall communicate and negotiate from time to time, to enable such police and fire departments to properly and timely refer all emergency medical needs and calls to Brownsville Fire Department; as such calls may be received by such police department and fire department from time to time.

14. This contract shall not be assignable in whole or in part by either party without written consent of the other party.

15. Brownsville Fire Department agrees to comply with State licensing statutes and agrees to acquire all applicable permits required by TOWN, the State of Texas, and any department, board, commission or agency thereof which is necessary to operate an emergency medical service set forth hereinabove.

16. Any unenforceable provision of this contract shall be severable from the remainder hereof and the remainder shall continue in full force and effect.

17. This contract is entered into for the exclusive benefit of the parties, and the parties expressly disclaim any intent to benefit anyone not a party. This contract does not create any third party beneficiary rights for or on behalf of any person or persons.

18. TOWN AND Brownsville Fire Department agree that the governing body of TOWN shall name a representative of TOWN to serve on the Board of Directors of Brownsville Fire Department in accordance with the bylaws of Brownsville Fire Department.

19. The TOWN, acting by and through its duly elected governing body, acknowledges that insuring that both emergency and non-emergency ambulance services and emergency medical services are available to the citizens of the Town of Rancho Viejo is crucial to the health, welfare, and safety of the public and those citizens and that entering into this contract with Brownsville Fire Department to secure the availability of such public emergency and non-emergency ambulance services and emergency medical services is a valid exercise of the police power of the TOWN to preserve and protect the health, welfare, and safety of the public and those citizens. Accordingly, during the term of this contract, Brownsville Fire Department is hereby awarded exclusive rights and responsibilities for provision of all emergency and non-emergency ambulance services and emergency medical services, including special events coverage, originating within the Town of Rancho Viejo, regardless of the manner in which the request for service is conveyed.

EXECUTED IN DUPLICATE, this the _____ day of _____, 2016 but effective as October 1, 2016.

TOWN OF RANCHO VIEJO, TEXAS

By: _____
Cyndie Rathbun
Mayor

ATTEST:

By: _____
Fred Blanco
Town Administrator

**CITY OF BROWNSVILLE
BROWNSVILLE FIRE DEPARTMENT**

By: _____
**Charlie Cabler
City Manger**

ATTEST:

By: _____
**Michael L. Lopez
City Secretary**

DRAFT

20. Announcement - National
Night Out - Thursday, October
13, 2016 at 5:30 PM



Police • Community Partnerships

NATIONAL NIGHT OUT TEXAS

Rancho Viejo Town Hall

3301 Carmen Avenue

Thursday, October 13, 2016

5:30 P.M. to 7:30 P.M.

Come out to meet and greet your local Town Council, Police Department, Volunteer Fire Department and EMS Personnel

Activities for children

Refreshments will be served

21. Announce
Location

Early

Voting



3301 Carmen Avenue
Rancho Viejo, Texas 78575
Phone (956) 350-4093 Fax (956) 350-4156

July 18, 2016

Remi Garza
Elections Administrator
Brownsville, Texas 78520

RE:Early Voting:

Dear Mr. Garza:

Our Board of Aldermen met on July 12, 2016 for its regular meeting and approved to designate the Town of Rancho Viejo Town Hall as an Early Voting site for the General Election to be held on November 8, 2016: the Dates and Times are as Follows: Monday, October 24, 2016 thru Friday, October 28, 2016, Saturday, October 29, 2016, and Monday, October 31, 2016 thru, Friday, November 4, 2016. This letter is to confirm and approve your department's official request. Please contact our office if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Fred Blanco". The signature is stylized and includes a long horizontal flourish extending to the right.

Fred Blanco
Rancho Viejo Town Administrator
fblanco@ranchoviejotexas.com

22. Consideration/Action on
Budget Amendment for
2015/2016

23. Public Comment

24. Executive Session: Pursuant to the following Section of the Texas Government Code: Section 551.074 to Consider the re-appointment, employment, evaluation, or duties of the Town Administrator and to Consider a Contract Extension for the Town Administrator

25. Possible action on matters discussed in Executive Session

26. Adjourn