



NOTICE OF A PUBLIC MEETING
TOWN OF RANCHO VIEJO
BOARD OF ALDERMEN
REGULAR MEETING
FEBRUARY 14, 2017
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 FEBRUARY 14, 2017 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 January 10, 2017
6. Consideration and Approval of Contract with Linebarger Goggan Blair & Sampson, LLP for Tax Collection Services
7. Consideration and Adoption of Resolution Modifying Penalties Imposed Under Texas Tax Code Section 33.07 and 33.08
8. Consideration and Adoption of Resolution Authorizing Penalties Imposed Under Texas Tax Code Section 33.11
9. Consideration/Approval of a Resolution to Endorse and Support the Efforts of advoCAT and Recognize the Positive Contribution by the Group in Significantly Decreasing the Amount of Stray and Feral Cats in the Town
10. Consideration/Approval of a Resolution of the Board of Aldermen of the Town of Rancho Viejo, Texas, in Full Support of the Texas Paddling Trails Application Designating our Resacas as an Official Texas Paddling Trail
11. Consideration/Approval of a Resolution of the Board of Aldermen of the Town of Rancho Viejo, Texas, for the Submission of a Grant Application to the Office of the Governor, Homeland Security Grants Division, Operation Stone Garden Grant
12. Consideration/Approval of a Resolution of the Board of Aldermen of the Town of Rancho Viejo, Texas, for the Submission of a Grant Application to the Office of the Governor, Homeland Security Grants Division, Operation Border Star Grant
13. December 2016 Financial Report – Town Administrator
14. January 2017 Police Report - Police Chief
15. Public Comment
16. Adjourn

A handwritten signature in black ink, appearing to read "Fred Blanco".

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 January 10, 2017

MINUTES OF A REGULAR MEETING
TOWN OF RANCHO VIEJO
BOARD OF ALDERMEN
JANUARY 10, 2017

A Regular Meeting of the Board of Aldermen of the Town of Rancho Viejo, Texas, to be held on January 10, 2017 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:

The meeting was called to order by Mayor Rathbun 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
Mr. Erick Lucio
Mrs. Bitty Truan
Mr. Javier Vera

A quorum was present at the meeting.

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

Those present in the audience were:

Jennie Johnson	Laura Partridge	Rosalinda Tijerina
Chief M. Cruz, Jr.	Leticia Flores, Office of the Governor	John Guevara
Mark Moody	Rodrigo Elizondo, RV Golf & Resorts	Herman Ramsden
Fire Chief Elizondo		

3. INVOCATION AND PLEDGE:

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

4. PUBLIC COMMENT:

Mr. Rodrigo Elizondo, Instructor for the Rancho Viejo Resort & Country Club talked about paddle boarding in the Resacas in Rancho Viejo. They are working together with Texas Parks and Wildlife to designate a Texas State paddle trail through Rancho Viejo to help bring tourism to the area, to promote local businesses, and to encourage healthy fitness. He is looking for support and approval from the Town. Mayor Rathbun said that the Club and the Town would work together to be in agreement with VMUD. Mayor Rathbun acknowledged the Beautification Committee, the Club and the Town Hall staff for working and preparing for the 2nd Annual Christmas Lighting Ceremony and Golf Cart Parade, it was a resounding success. She also thanked the Rancho Viejo Garden Club for adopting the butterfly garden at Town Hall, it has taken a lot of time, hard work and effort to improve. The garden is a work in progress and they are doing a wonderful job, she invited everyone to visit. Alderman Guerrero said that she attended the monthly VMUD meeting and mentioned that VMUD has contracted services engineering services with Ambiotec and they have also hired a financial consulting firm to help them with funding. They will be

working on a master plan and will make sure that we work together to coordinate on all of the improvements.

5. APPROVAL OF MINUTES - REGULAR MEETING NOVEMBER 15, 2016:

Motion was made by Alderman Vera, seconded by Alderman Lucio, and unanimously carried, to approve the minutes of the Regular meeting held on November 15, 2016 as written.

6. PRESENTATION/OVERVIEW BY LETICIA FLORES FROM THE OFFICE OF THE GOVERNOR ON STATE'S INCENTIVES AND FINANCING PROGRAM:

Ms. Leticia Flores from the Office of the Governor Economic Development and Tourism and gave a brief summary. She stated that there are many incentives available to business owners in Cameron County to be able to train and retain employees to help create and keep more jobs in Texas and within Cameron County.

7. PRESENTATION/DISCUSSION BY BROWNSVILLE EMS ON USING THE RANCHO VIEJO VOLUNTEER FIRE STATION AS A HOUSED SUBSTATION ON AN AS NEEDED BASIS:

Fire Chief Carlos Elizondo proposed that the Brownville EMS/Fire Department be allowed to have access to the Rancho Viejo Volunteer Fire Station as a housed substation on an as-needed basis. They would like to be able to house a manned ambulance to increase quick response time for the Town and surrounding areas. Chief Elizondo mentioned that since being contracted they have had a lot of calls to our area. Alderman Carr and the board agreed that it would be a great idea. Chief Elizondo asked for the Town's grace and support and requested ideas to try to improve and work better within the Town. Alderman Lucio asked about the maintenance for the volunteer fire department and if they were in agreement with the request.

8. PRESENTATION/DISCUSSION BY LINEBARGER ATTORNEY JOHN GUEVARA ON THE DELINQUENT TAX COLLECTIONS:

Attorney John Guevara of Linebarger Goggan Blair & Sampson, LLP made a presentation on delinquent tax collections. The firm represents hundreds of taxing jurisdictions and they work mainly in the collection of delinquent property taxes. They investigate, send out special notices and negotiate for every entity they are in contract with. They use a more aggressive approach to be able to have a higher collection. The Town would benefit since they are already working with the two school districts that are within Rancho Viejo. There would be no additional cost for the Town, the attorney's fees are paid with the collection of the taxes.

9. PRESENTATION/DISCUSSION BY DR. JENNIE JOHNSON FOR ADVOCAT:

Dr. Jennie Johnson provided handouts on the Trap Neuter Release program. She noted that they have completed their 8th year of working in Rancho Viejo. In 2009 they trapped 105 cats in a safe and humane way. Since the program has been implemented the number of feral cats has significantly decreased. Neither the Town nor the Cameron County have the resources to solve cat/dog problems or population control in a humane way. The volunteers have tried many ways to raise funds that include fund raisers, raffles, silent auctions and garage sales, these methods are extremely labor intensive. They have also worked with PAWS in Brownsville to be more successful and to help with adoptions. They have less volunteers available and little financial support from the community. Dr. Johnson would like for the community to be more involved and informed and would like help to be able to communicate and get people interested in volunteering and educated on how to be a part of the solution and not the problem. Dr. Johnson would also like to know the possibility of adding a 50 cent assessment to the monthly water bill

similar to that of the Volunteer Fire Department. With funding of about \$500 a month they would be able to sustain the AdvoCAT program and keep helping the community. Mayor Rathbun commended all of the hard work done by Dr. Johnson and the AdvoCAT Group, she commented that 50 cents a month on each water bill would be a reasonable amount. They will be in contact with the water department about the possibility of adding the small assessment to the water bill.

10. CONSIDERATION/APPROVAL TO DECLARE ONE 2004 PONTIAC GRAND PRIX, ONE 2005 DODGE DURANGO, AND ONE 2006 JEEP (SEIZED VEHICLES THAT ARE ASSET FORFEITURE) SURPLUS PROPERTY TO BE SOLD AND AUTHORIZE THE POLICE CHIEF/MAYOR TO ACCEPT THE HIGHEST OFFER:

Motion was made by Alderman Lucio, seconded by Alderman Carr, and unanimously carried, to declare one 2004 Pontiac Grand Prix, one 2005 Dodge Durango, and one 2006 Jeep (Seized Vehicles that are Asset Forfeiture) Surplus Property to be sold and authorize the Police Chief/Mayor to accept the highest offer.

11. CONSIDERATION/APPROVAL OF A RESOLUTION OF THE BOARD OF ALDERMEN OF THE TOWN OF RANCHO VIEJO, TEXAS, FOR THE SUBMISSION OF A GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION (CJD) OF THE GOVERNOR'S OFFICE IS SOLICITING GRANT APPLICATIONS FOR THE 2018 GRANT CYCLE BC BODY WORN CAMERA PROGRAM:

Motion was made by Alderman Lucio, seconded by Alderman Carr, and unanimously carried, to approve Resolution No. 290 - A RESOLUTION OF THE BOARD OF ALDERMEN OF THE TOWN OF RANCHO VIEJO, TEXAS, FOR THE SUBMISSION OF A GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION (CJD) OF THE GOVERNOR'S OFFICE IS SOLICITING GRANT APPLICATIONS FOR THE 2018 GRANT CYCLE BC BODY WORN CAMERA PROGRAM.

12. CONSIDERATION/APPROVAL OF A RESOLUTION OF THE BOARD OF ALDERMEN OF THE TOWN OF RANCHO VIEJO, TEXAS, FOR THE SUBMISSION OF A GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR, DEPARTMENT OF JUSTICE GRANT DIVISION FOR A LICENSE PLATE READER SYSTEM:

Motion was made by Alderman Lucio, seconded by Alderman Carr, and unanimously carried, to approve Resolution No. 291 - A RESOLUTION OF THE BOARD OF ALDERMEN OF THE TOWN OF RANCHO VIEJO, TEXAS, FOR THE SUBMISSION OF A GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR, DEPARTMENT OF JUSTICE GRANT DIVISION FOR A LICENSE PLATE READER SYSTEM.

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

Motion was made by Alderman Guerrero, seconded by Alderman Vera, and unanimously carried, to appoint Dionel Ortiz as a regular member and to reappoint Jorge de la Garza as a regular member to the Board of Adjustments and Appeals. The terms are for 2 years each.

14. CONSIDERATION/APPROVAL OF A RESOLUTION ORDERING THE ELECTION FOR RANCHO VIEJO, DESIGNATION OF ELECTION PRECINCTS AND POLLING PLACES, DESIGNATION OF METHOD OF VOTING, SUBMISSION OF APPLICATION BY CANDIDATES, APPOINTMENT OF EARLY VOTING CLERK, AND PROVIDING FOR PUBLICATION NOTICE:

Motion was made by Alderman Guerrero, seconded by Alderman Carr, and unanimously carried, to approve Resolution No. 292 - A RESOLUTION ORDERING THE ELECTION FOR RANCHO VIEJO, DESIGNATION OF ELECTION PRECINCTS AND POLLING PLACES, DESIGNATION OF METHOD OF VOTING, SUBMISSION OF APPLICATION BY CANDIDATES, APPOINTMENT OF EARLY VOTING CLERK, AND PROVIDING FOR PUBLICATION NOTICE.

15. NOVEMBER 2016 FINANCIAL REPORT - TOWN ADMINISTRATOR:

Town Administrator Fred Blanco went over the November 2016 financial report and the bank balances for the General Account, Debt Account, Police Asset Forfeiture Account and the Certificates of Obligation Account and interests.

16. DECEMBER 2016 POLICE REPORT - POLICE CHIEF:

Police Chief Cruz went over every item on the December 2016 Police Report.

17. PUBLIC COMMENT:

Dr. Jennie Johnson asked the Board if they would like to have her communicate and give an AdvoCAT yearly update. Alderman Guerrero reminded everyone about the City Leaders' Meeting being held at the Texas State Capitol in February 2017.

18. ADJOURN:

Motion was made by Alderman Carr, seconded by Alderman Lucio, and unanimously carried, to adjourn the meeting at 7:22 P.M.

BY: _____
Fred Blanco, Town Administrator

APPROVED: _____
Cyndie Rathbun, Mayor

DATE: _____

6. Consideration and Approval of Contract with Linebarger Goggan Blair & Sampson, LLP for Tax Collection Services

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP

ATTORNEYS AT LAW

**35 PROVIDENCIA COURT
BROWNSVILLE, TEXAS 78526**

TEL. 956-546-1216

FAX 956-546-1624

John D. Guevara
Partner

February 7, 2017

Mr. Fred Blanco,
Town Administrator
Town of Rancho Viejo
3301 Carmen Avenue
Rancho Viejo, TX 78575

RE: Agreement for Tax Collection Services, Resolution Authorizing Penalties Imposed Under Texas Property Tax Code Sections 33.07 and 33.08 and Resolution Authorizing Penalties Imposed Under Texas Property Tax Code Section 33.11

Dear Mr. Blanco:

Enclosed, please find a proposed Agreement for Tax Collection Services for consideration by the Town Board of Aldermen at their next scheduled meeting. Also enclosed are drafts of a resolution authorizing penalties imposed under the Texas Tax Code Sections 33.07 and 33.08 and a resolution authorizing penalties imposed under the Texas Tax Code Section 33.11 which ratifies the contract terms set out in the enclosed agreement. If you approve, please have these items placed on the agenda for the Town's consideration and approval as follows:

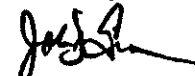
Consideration and Approval of Contract with Linebarger Goggan Blair & Sampson, LLP for Tax Collection Services

Consideration and Adoption of Resolution Modifying Penalties Imposed Under Texas Tax Code Section 33.07 and 33.08

Consideration and Adoption of Resolution Authorizing Penalties Imposed Under Texas Tax Code Section 33.11

If you have any questions, please do not hesitate to call.

Sincerely,



John D. Guevara

Agreement for Tax Collection Services

This Agreement is made between Linebarger Goggan Blair & Sampson, LLP (hereinafter referred to as the "Firm") and the Town of Rancho Viejo (hereinafter referred to as the "Client").

Article I

Nature of Relationship

1.01 The parties hereto acknowledge that this Agreement creates an attorney-client relationship.

1.02 The Client hereby employs the Firm to provide the services hereinafter described for compensation hereinafter provided.

Article 2

Scope of Services

2.01 The Firm shall take reasonable and necessary actions to collect property taxes that are owed to the Client and that are subject to this agreement, as hereinafter provided.

2.02 The Client may from time-to-time specify in writing additional actions to be taken by the Firm in connection with the collection of taxes that are owed to the Client. Client further constitutes and appoints the Firm as Client's attorneys to sign all legal instruments, pleadings, drafts, authorizations and papers as shall be reasonably necessary to prosecute the Client's claim for taxes.

2.03 Taxes owed to the Client shall become subject to this agreement upon the following dates, whichever occurs first:

(a) On February 1 of the year in which the taxes become delinquent if a previously filed tax suit is then pending against the property subject to the tax;

(b) On the date any lawsuit is filed with respect to the recovery of the tax if the tax is delinquent and is required to be included in the suit pursuant to TEX. TAX CODE § 33.42(a);

(c) On the date of filing any application for tax warrant where recovery of the tax or estimated tax is sought and where the filing of an application for tax warrant by the Firm is at the request of Client's Tax Assessor-Collector;

(d) On the date of filing any claim in bankruptcy where recovery of the tax is sought; or

(e) In the case of tangible personal property, on the 60th day after the February 1 delinquency date; or

(f) On July 1 of the year in which the taxes become delinquent.

Article 3

Compensation

3.01 Client agrees to pay to the Firm, as compensation for the services required herein, fifteen (15%) percent of all taxes, penalty and interest subject to the terms of this contract as set forth in Paragraph 2.03 above, collected and paid to the collector of taxes during the term of this contract, as and when collected.

3.02 The Client shall pay the Firm by the twentieth day of each month, all compensation earned by the Firm for the previous month as provided in this Article 3. All compensation above provided for shall become the property of the Firm at the time payment of the taxes, penalty and interest is made to the collector.

Article 4 *Intellectual Property Rights*

4.01 The Client recognizes and acknowledges that the Firm owns all right, title and interest in certain proprietary software that the Firm may utilize in conjunction with performing the services provided in this Agreement. The Client agrees and hereby grants to the Firm the right to use and incorporate any information provided by the Client ("Client Information") to update the databases in this proprietary software, and, notwithstanding that Client Information has been or shall be used to update the databases in this proprietary software, further stipulates and agrees that the Client shall have no rights or ownership whatsoever in and to the software or the data contained therein, except that the Client shall be entitled to obtain a copy of such data that directly relates to the Client's accounts at any time.

4.02 The Firm agrees that it will not share or disclose any specific confidential Client Information with any other company, individual, organization or agency, without the prior written consent of the Client, except as may be required by law or where such information is otherwise publicly available. It is agreed that the Firm shall have the right to use Client Information for internal analysis, purposes of improving the proprietary software and database, and to generate aggregate data and statistics that may inherently contain Client Information. These aggregate statistics are owned solely by the Firm and will generally be used internally, but may be shared with the Firm's affiliates, partners or other third parties for purposes of improving the Firm's software and services.

Article 5 *Costs*

5.01 The Firm and Client recognize that publication costs for citations and notices of sale and title abstract costs will be incurred in the process of providing the litigation services contemplated in this Agreement. All such costs shall be billed to the Client, in care of the Firm, and the Firm will advance the payment of such costs on behalf of the Client. Upon recovery of such costs from the defendants or from the tax sale of defendants' property, the Firm shall be reimbursed for the advance payment. Alternatively, the Firm may arrange with the vendor or agency providing the service that actual payment of the costs of services is wholly contingent upon recovery of such costs by the Client or the Firm from the defendants or from the tax sale of defendants' property. In such contingent arrangements, the Client has no responsibility or liability for payment or advancement of any costs, other than forwarding to the vendor or service provider any cost amounts received from defendants or from the tax sale of defendants' property.

5.02 The Client acknowledges that the Firm may provide services, such as title research, with its own employees or with other entities or individuals who may be affiliated with the Firm, but the Firm agrees that any charges for such services will be reasonable and consistent with what the same services would cost if obtained from a third party. The Client agrees that upon the recovery of such costs, the Client will: (i) pay the Firm for any such costs which have been advanced by the Firm or performed by the Firm, and (ii) pay any third party agency or vendor owed for performing such services.

Article 6
Term and Termination

6.01 This Agreement shall be effective on February 21, 2017 (The "Effective Date") and shall expire on February 20, 2020 (the "Expiration Date") unless extended as hereinafter provided.

6.02 Unless prior to 60 days before the Expiration Date, the Client or the Firm notifies the other in writing that it does not wish to continue this Agreement beyond its initial term, this Agreement shall be automatically extended for an additional one year period without the necessity of any further action by either party. In the absence of any such 60 day notice by either the Client or the Firm, the Agreement shall continue to automatically renew for additional and successive one-year terms in the same manner at the end of each renewal period.

6.03 If at any time during the initial term of this Agreement or any extension hereof, the Client determines that the Firm's performance under this Agreement is unsatisfactory, the Client shall notify the Firm in writing of the Client's determination. The notice from the Client shall specify the particular deficiencies that the Client has observed in the Firm's performance. The Firm shall have sixty (60) days from the date of the notice to cure any such deficiencies. If at the conclusion of that sixty-day remedial period, the Client remains unsatisfied with the Firm's performance, the Client may terminate this Agreement effective upon the expiration of thirty days following the date of written notice to the Firm of such termination ("Termination Date").

6.04 Whether this Agreement expires or is terminated, the Firm shall be entitled to continue to prosecute any tax suits, applications for tax warrants or bankruptcy claims pending on the Termination Date or Expiration Date for an additional six months following termination or expiration. The Client agrees that the Firm shall be compensated as provided by Article 3 for any base tax, penalties and interest collected in the pending matters during the six-month period.

6.05 The Client agrees that the Firm shall be reimbursed for any costs advanced and shall be paid for any services performed pursuant to Article 5 when such costs are recovered by or on behalf of the Client, regardless of the date recovered. It is expressly agreed that neither the expiration nor the termination of this Agreement constitutes a waiver by the Firm of its entitlement to be reimbursed for such costs and to be paid for such services. It is further expressly agreed that the expiration of any six-month period under Section 6.04 does not constitute any such waiver by the Firm.

Article 7
Miscellaneous

7.01 *Assignment and Subcontracting.* This Agreement is not assignable, provided however, the Firm may from time-to-time obtain co-counsel or subcontract some of the services provided for herein to other law firms or entities. In such cases, the Firm will retain supervisory control and responsibility for any services provided by such co-counsel or subcontractors and shall be responsible to pay any compensation due to any such co-counsel or subcontractor.

7.02 *Arbitration.* Any controversy between the parties to this Agreement involving the construction or application of any of the terms, covenants, or conditions of this Agreement shall, on the written request of one party served on the other, be submitted to arbitration, and such arbitration shall comply with and be governed by the provisions of the Texas General Arbitration Act.

7.03 *Integration.* This Agreement contains the entire agreement between the parties hereto and may only be modified in a written amendment, executed by both parties.

7.04 Representation of Other Taxing Entities. The Client acknowledges and consents to the representation by the Firm of other taxing entities that may be owed taxes or other claims and be secured by the same property as the Client's claim.

7.05 Retention of Files. The Firm will retain the files created in the course of performing the Services specified in Article 2 above according to the following schedule. After the time periods specified in this Section, Client consents to the destruction of such files, so long as such destruction is undertaken in a manner to protect the confidentiality of any personal or private information contained therein.

Tax Warrant files: Five years from the date of issuance of a warrant.

Litigation files: ~~Two years from the date of nonsuit or dismissal of a suit occurring prior to a final judgment.~~

Five years from the date of sale of the last property pursuant to the judgment or other satisfaction of the judgment.

Ten years from the date of filing of an abstract of judgment, or five years from the date of satisfaction of the judgment, whichever is earlier.

Bankruptcy Files: Two years from the date of dismissal of a bankruptcy proceeding or other order closing the case, or from satisfaction of a claim, whichever is earlier, with respect to Chapter 7 and 13 proceedings.

Three years from the date of dismissal of a bankruptcy proceeding or other order closing the case, or from satisfaction of a claim, whichever is earlier, with respect to Chapter 11 proceedings.

In consideration of the terms and compensation herein stated, the Firm hereby accepts said employment and undertakes the performance of this Agreement as above written. This Agreement is executed on behalf of the Firm and of the Client by the duly authorized persons whose signatures appear below.

Town of Rancho Viejo

**Linebarger Goggan Blair
& Sampson, LLP**

By: _____
Cyndie Rathbun, Mayor

By:  _____
John D. Guevara, Partner

Date:

Date:

ATTEST:

7. Consideration and Adoption of Resolution Modifying Penalties Imposed Under Texas Tax Code Section 33.07 and 33.08

RESOLUTION

THE STATE OF TEXAS §

COUNTY OF CAMERON §

WHEREAS, the **Town of Rancho Viejo** wishes to defray its costs of collection, as authorized by TEX. TAX CODE §§ 33.07 and 33.08, that it incurs under a contract for collection of delinquent property taxes between said **town** and a private law firm entered into pursuant to TEX. TAX CODE § 6.30;

WHEREAS, under said Sections 33.07 and 33.08, the governing body of **Town of Rancho Viejo** is empowered to authorize the addition of a collection penalty in an amount that does not exceed the amount of the compensation specified in the contract with the private law firm;

NOW, THEREFORE,

BE IT RESOLVED BY THE **Board of Aldermen** of the Town of Rancho Viejo, SITTING AS THE GOVERNING BODY OF SAID **town**, THAT:

Section 1: THE RECITALS SET FORTH IN THIS RESOLUTION ARE TRUE AND CORRECT.

Section 2: (a) AN ADDITIONAL PENALTY ON DELINQUENT TAXES FOR TAX YEARS **2016** AND SUBSEQUENT YEARS IS HEREBY AUTHORIZED AND IMPOSED, AS PROVIDED BY SECTION 33.07, TEXAS TAX CODE, IN THE AMOUNT OF 15% OF THE DELINQUENT TAX, PENALTY AND INTEREST IF THE TAX BECOMES DELINQUENT ON OR AFTER FEBRUARY 1 OF A YEAR BUT NOT LATER THAN MAY 1 OF THAT YEAR AND REMAINS DELINQUENT ON JULY 1 OF THE YEAR IN WHICH THE TAX BECOMES DELINQUENT; AND

(b) AN ADDITIONAL PENALTY ON DELINQUENT TAXES FOR TAX YEARS **2016** AND SUBSEQUENT YEARS IS HEREBY AUTHORIZED AND IMPOSED, AS PROVIDED BY SECTION 33.08, TEXAS TAX CODE, IN THE AMOUNT OF 15% OF THE DELINQUENT TAX, PENALTY AND INTEREST IF THE TAX BECOMES DELINQUENT ON OR AFTER JUNE 1 UNDER SECTION 26.07(F), 26.15(E), 31.03, 31.031, 31.032, OR 31.04, TEX. TAX CODE.

PASSED, APPROVED and ADOPTED this ____ day of _____, 2017.

Town of Rancho Viejo

BY: _____
Cyndie Rathbun, Mayor

ATTEST:

City Secretary

8. Consideration and Adoption of Resolution Authorizing Penalties Imposed Under Texas Tax Code Section 33.11

RESOLUTION

THE STATE OF TEXAS §

COUNTY OF CAMERON §

WHEREAS, **the TOWN OF RANCHO VIEJO** wishes to defray its costs of collection, as authorized by TEX. TAX CODE § 33.11, that it incurs under a contract for collection of delinquent property taxes between said Town and a private law firm entered into pursuant to TEX. TAX CODE § 6.30;

WHEREAS, under said Section 33.11, the governing body of **the Town of Rancho Viejo** is empowered to authorize the addition of a collection penalty in an amount that does not exceed the amount of the compensation specified in the contract with the private law firm;

NOW, THEREFORE,

BE IT RESOLVED BY THE **Board of Aldermen OF the Town of Rancho Viejo**, SITTING AS THE GOVERNING BODY OF SAID town, THAT:

Section 1: THE RECITALS SET FORTH IN THIS RESOLUTION ARE TRUE AND CORRECT.

Section 2: AN ADDITIONAL PENALTY ON DELINQUENT PERSONAL PROPERTY TAXES FOR TAX YEARS 2016 AND SUBSEQUENT YEARS IS HEREBY AUTHORIZED AND IMPOSED, AS PROVIDED BY SECTION 33.11, TEXAS TAX CODE, IN THE AMOUNT OF 15% OF THE DELINQUENT TAX, PENALTY AND INTEREST IF THE TAX BECOMES DELINQUENT ON FEBRUARY 1 OF A YEAR AND REMAINS DELINQUENT ON THE 60TH DAY THEREAFTER.

PASSED, APPROVED and ADOPTED this ____ day of _____, 2017.

Town of Rancho Viejo

BY: _____
Cyndie Rathbun, Mayor

ATTEST:

City Secretary

9. Consideration/Approval of a Resolution to Endorse and Support the Efforts of AdvoCAT and Recognize the Positive Contribution by the Group in Significantly Decreasing the Amount of Stray and Feral Cats in the Town

RESOLUTION NO.

A Resolution of the Mayor and Board of Alderman of the Town of Rancho Viejo, Texas showing support for the advoCAT organization.

WHEREAS, the Mayor and Board of Alderman of the Town of Rancho Viejo, Texas (the "Town") desire to recognize the noble efforts and good works of the advoCAT organization; and

WHEREAS, in the past the Town has had issues with overpopulation of feral cats within its municipal boundaries; and

WHEREAS, the overpopulation has posed a risk to the health, safety, and welfare of the residents of the Town; and

WHEREAS, since 2009 advoCAT Trap-Neuter-Return Group ("advocat") has worked to control the overpopulation of feral cats in a manner that is both humane and promotes the general well-being of cats. Advocat works to humanely trap, neuter, and return the feral cats to the community thereby preventing the further propagation of the feral cat population. In addition, advocat fosters stray cats found within the Town and works with PAWS in Brownsville, Texas to promote adoption; and

WHEREAS, advocat is in need of monetary support from the residents of the Town to help defray the costs of its mission which includes but is not limited to: (i) trapping; (ii) spaying/neutering; (iii) vaccinating; (iv) micro-chipping; & (v) if needed, providing general medical treatment. Furthermore, funds are needed to: (i) create educational materials; (ii) purchase cat food supplies; & (iii) purchase medical supplies; and

NOW THEREFORE, BE IT RESOLVED by the Mayor and the Board of Alderman of the Town of Rancho Viejo, Texas that the Town does hereby support and recognize the efforts of advocat Trap-Neuter-Return Group in its mission to control the overpopulation of feral cats within the Town in a humane manner.

BE IT FURTHER RESOLVED, by the Mayor and Board of Alderman of the Town of Rancho Viejo, Texas that the Town does hereby support the efforts of advocat Trap-Neuter-Return Group to obtain additional funding for its mission.

PASSED and APPROVED on this _____ day of February, 2017.

Cyndie Rathbun, *Mayor*

ATTEST

Fred Blanco, *Town Administrator*

10. Consideration/Approval of a Resolution of the Board of Aldermen of the Town of Rancho Viejo, Texas, in Full Support of the Texas Paddling Trails Application Designating our Resacas as an Official Texas Paddling Trail

RESOLUTION NO.

A RESOLUTION OF THE BOARD OF ALDERMAN RANCHO VIEJO, TEXAS, IN
FULL SUPPORT OF THE TEXAS PADDLING TRAILS APPLICATION
DESIGNATING OUR RESACAS AS AN OFFICIAL TEXAS PADDLING TRAIL

WHEREAS, the Town of Rancho Viejo is a partner and supporter of the LRGV Active Transportation and Active Tourism Plan, now adopted by 10 partner cities in Cameron County; and

WHEREAS, Rancho Viejo has wonderful amenities that Active Tourists seek, and

WHEREAS, Rancho Viejo is home to the Rancho Viejo Rowing Club, the only official rowing club in South Texas, bringing people from surrounding communities to experience the Rancho Viejo waterways; and

WHEREAS, our resacas and community provide an exceptional backdrop to many active tourists visiting the area; and

WHEREAS, having our resacas designated under the Texas Paddling Trail Program would be an additional benefit to Rancho Viejo:

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

PART 1. That we fully support this application to have our resacas designated by Texas Parks and Wildlife as part of the Texas Paddling Trail Network.

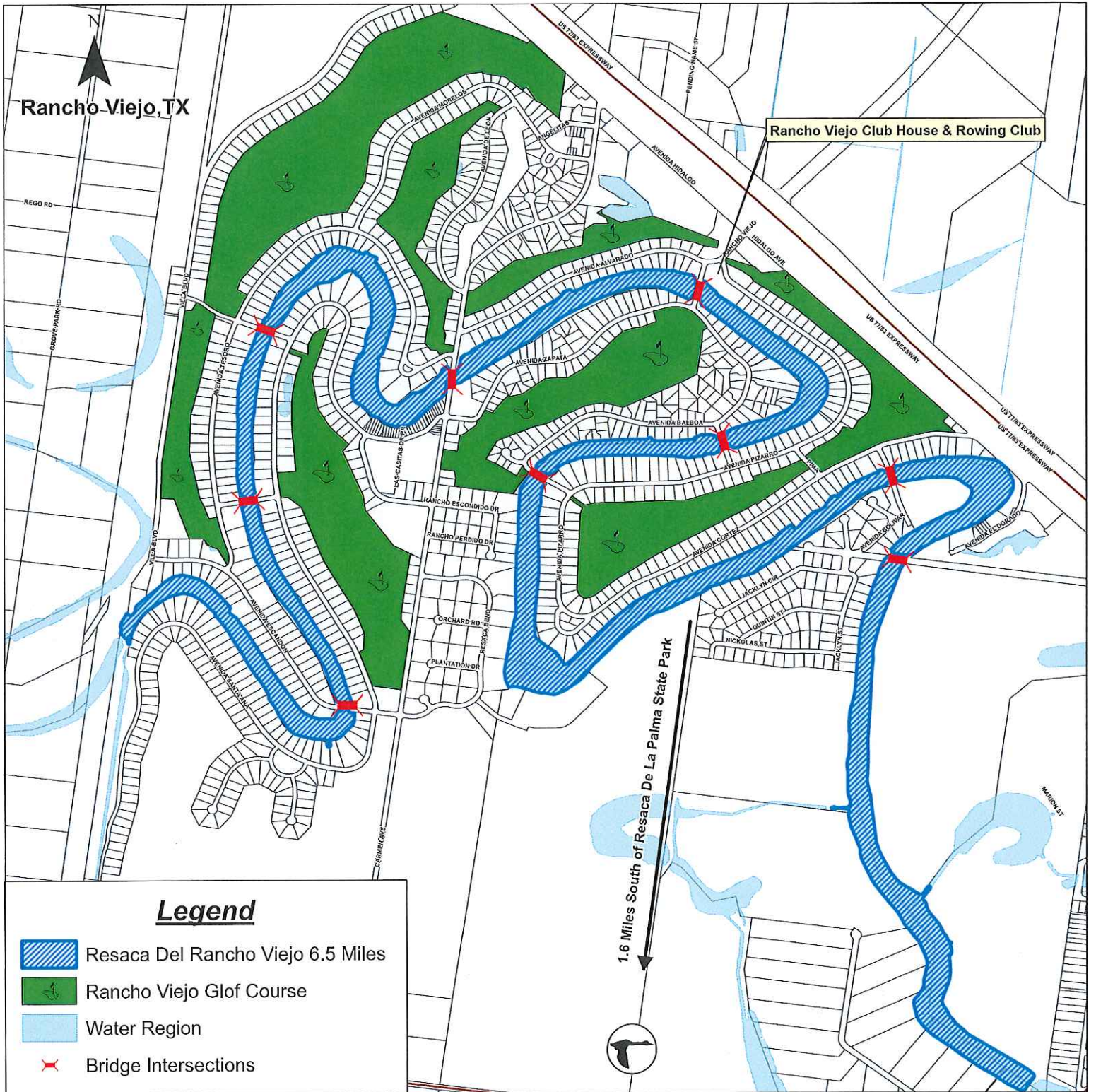
PART 2. That we ask Texas Parks and Wildlife to approve this application for the Town of Rancho Viejo and the Rancho Viejo Rowing Club.

PASSED, ADOPTED AND APPROVED this the 14th day of February, 2017.

Cyndie Rathbun, Mayor

ATTEST:

Fred Blanco, Town Secretary



11. Consideration/Approval of a Resolution of the Board of Aldermen of the Town of Rancho Viejo, Texas, for the Submission of a Grant Application to the Office of the Governor, Homeland Security Grants Division, Operation Stone Garden Grant

RESOLUTION NO.

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE TOWN OF RANCHO VIEJO, TEXAS FOR THE SUBMISSION OF A GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR, HOMELAND SECURITY GRANTS DIVISION, OPERATION STONE GARDEN

WHEREAS, The Town of Rancho Viejo finds it in the best interest of the citizens of Rancho Viejo Texas that the Operation Stone Garden be operated for the 2016 grant cycle (Fiscal Year); and

WHEREAS, Town of Rancho Viejo agrees that in the event of loss or misuse of the Homeland Security Grants Division funds, the Rancho Viejo Police Department assures that the funds will be returned to the Homeland Security Grants Division in full; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Board of Aldermen of the Town of Rancho Viejo to approve submission of the grant application for Operation Stone Garden to the Office of the Governor, Homeland Security Grants Division.

Grant Number: 3187002

Cynthia Rathbun, Mayor

Lupita Cervantes-Carr, Alderman

Maribel B. Guerrero, Alderman

Bitty Truan, Alderman

Javier Vera, Alderman

Erick Lucio, Alderman

PASSED, ADOPTED AND APPROVED by the Board of Aldermen of the Town of Rancho Viejo at a regular meeting on this 14th day of February, 2017.

Cyndie Rathbun, Mayor

ATTEST:

Fred Blanco, Town Secretary

12. Consideration/Approval of a Resolution of the Board of Aldermen of the Town of Rancho Viejo, Texas, for the Submission of a Grant Application to the Office of the Governor, Homeland Security Grants Division, Operation Border Star Grant

RESOLUTION NO.

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE TOWN OF RANCHO VIEJO, TEXAS, FOR THE SUBMISSION OF A GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR, HOMELAND SECURITY GRANTS DIVISION, OPERATION BORDER STAR

WHEREAS, The Town Of Rancho Viejo finds it in the best interest of the citizens of Rancho Viejo Texas that the Operation Border Star be operated for the 2018 grant cycle; and

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

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Aldermen of the Town of Rancho Viejo, Texas to approve submission of the grant application for the Operation Border Star to the Office of the Governor, Homeland Security Grants Division.

Grant Number: 2993603 (Continuation Project)

Cynthia Rathbun, Mayor

Lupita Cervantes-Carr, Alderman

Maribel B. Guerrero, Alderman

Bitty Truan, Alderman

Javier Vera, Alderman

Erick Lucio, Alderman

PASSED, ADOPTED AND APPROVED by the Board of Aldermen of the Town of Rancho Viejo, Texas at a regular meeting on this the 14th day of February, 2017.

Cyndie Rathbun, Mayor

ATTEST:

Fred Blanco, Town Secretary

13. December 2016 Financial Report – Town Administrator

14. January 2017 Police Report - Police Chief

15. Public Comment

16. Adjourn