



NOTICE OF A PUBLIC MEETING  
TOWN OF RANCHO VIEJO  
BOARD OF ALDERMEN  
REGULAR MEETING  
JULY 10, 2018  
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 JULY 10, 2018 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 June 12, 2018
6. Consideration/Action on Proposed Development Agreement with Rancho Estates, LP, concerning 21.10 Acres, More or Less, of Land Out of Share 1, Espiritu Santo Grant, Cameron County, Texas at the Northeast Corner of FM 1732 and Carmen Avenue
7. Consideration/Action on a Resolution in Regard to the Petition of Rancho Estates, LP, concerning 21.10 Acres, More or Less, of Land Out of Share 1, Espiritu Santo Grant, Cameron County, Texas at the Northeast Corner of FM 1732 and Carmen Avenue Including Setting of Dates for Public Hearings, Authorizing Publication of Notice for Public Hearings, Instructing Staff to Draft a Service Agreement, and Notifying Certain Public Entities as Required by Law.
8. Consideration/Action on Extension of Contract with Building Inspector
9. Consideration/Action of Resolution Extending the Provisions of Section 33.07 of the Property Tax Code which enables the Governing Body to assess an Additional Collection Penalty
10. Consideration/Action to Designate an Auditor for September 30, 2018
11. Street Committee report
12. Human Resources Committee report
13. Public Comment
14. Adjourn

  
Fred Blanco, Town Administrator



State of Texas  
County of Cameron  
Town of Rancho Viejo

I, the undersigned authority, do hereby certify that the above NOTICE OF MEETING of the Board of Aldermen of the Town of Rancho Viejo, Texas is a true and correct copy of said NOTICE, which has been posted on the Window of the Town of Rancho Viejo Municipal Office, 3301 Carmen Avenue, Rancho Viejo, Texas, a place convenient and readily accessible to the General Public, on July 6, 2018 at 5:00 P.M. and which will be continuously posted for a period of seventy-two (72) hours prior to the date and time said meeting was convened.

  
ATTEST: Fred Blanco, Town Administrator

# 1. Call to Order by Mayor Rathbun

## 2. Roll Call

by Isabel Perales

Aldерwoman Guerrero

Aldерwoman Salinas

Aldерwoman Truan

Alderman Tumlinson

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 June 12, 2018

MINUTES OF A REGULAR MEETING  
TOWN OF RANCHO VIEJO  
JUNE 12, 2018

A Regular Meeting of the Board of Aldermen of the Town of Rancho Viejo, Texas, was held on, June 12, 2018 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 6:02 P.M.

2. ROLL CALL:

---

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

Ms. Grace Salinas  
Mrs. Maribel Guerrero  
Mrs. Bitty Truan  
Mr. David L. Tumlinson, IV.  
Mr. Javier Vera

A quorum was present at the meeting.

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

Those present in the audience were:

Esiquio Luna, Jr.	Chief M. Cruz, Jr.	Brent Cannon
Tony DePonce		

3. INVOCATION AND PLEDGE:

---

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

4. PUBLIC COMMENT:

---

Mr. Esiquio Luna asked about putting up American flags on the main entrance and on Carmen entrance by Town Hall for Memorial Day, Independence Day and for Veteran's Day

Mayor Rathbun asked to move item #9 up after approval of minutes. She also mentioned that Rancho Viejo was elected to serve as a representative on Lower Rio Grande Development Council for small cities and there are also 2 other small cities from Cameron County to serve, Alderman Vera will help represent on the seat.

There is also a discussion with Brownsville Fire and EMS to locate an ambulance in the Rancho Viejo Fire Department.

5. APPROVAL OF MINUTES - REGULAR MEETING MAY 15, 2018, SPECIAL MEETING MAY 23, 2018:

Motion was made by Alderman Truan, seconded by Alderman Tumlinson, and unanimously carried to approve the Minutes of the Regular Meeting held on May 15, 2018 with the correction on item #8 to read: Mr. Robert Guerra.

Motion was made by Alderman Tumlinson, seconded by Alderman Vera, and unanimously carried to approve the Minutes of the Special Meeting held on May 23, 2018 with the correction on item #5, to read: seconded by Alderman Tumlinson and Abstaining: Alderman Truan.

9. CONSIDERATION/ACTION ON EXTENSION OF CONTRACT WITH BUILDING INSPECTOR:

Building Inspector mentioned that the only proposed change would be to add exterior living area to the square footage.

Motion was made Alderman Salinas, seconded by Alderman Guerrero, and unanimously carried, to table the item for review at the next meeting and requested a copy of the agreement.

6. CONSIDERATION/ACTION ON SETTING A SPECIAL MEETING DATE AND TIME TO CONSIDER A PETITION BY RANCHO ESTATES L.P. FOR ANNEXATION OF APPROXIMATELY 21.10 ACRES OF LAND OUT OF SHARE 1, ESPIRITU SANTO GRANT, CAMERON COUNTY, TEXAS:

There were several questions from the board and Legal Counsel advised that he would contact the general counsel for TML to see about having a special meeting to act on the request and to include a schedule of events and for the city engineer to look for compliance. Mr. DePonce mentioned it would be no problem.

After discussion motion was made by Alderman Salinas, seconded by Alderman Truan, and unanimously carried to approve to set the meeting for Tuesday, July 3, 2018 to review draft ordinance for annexing the land and set dates.

7. CONSIDERATION/ACTION ON A RESOLUTION OF THE BOARD OF ALDERMEN OF THE TOWN OF RANCHO VIEJO REGARDING CABLE, VIDEO, AND INTERNET SERVICE:

Mr. Richardson could not be available to get attention at spectrum to try to get service to everybody.

Motion was made by Alderman Salinas, seconded by Alderman Guerrero, and unanimously carried to approve Resolution No. 321 – A RESOLUTION OF THE BOARD OF ALDERMEN OF THE TOWN OF RANCHO VIEJO REGARDING CABLE, VIDEO, AND INTERNET SERVICE.

8. CONSIDERATION/ACTION ON A RESOLUTION OF THE TOWN OF RANCHO VIEJO APPROVING COOPERATION WITH THE CITIES SERVED BY AEP TO REVIEW AEP TEXAS INC.'S REQUESTED APPROVAL OF AN ADJUSTMENT TO ITS ENERGY EFFICIENCY COST RECOVERY FACTOR; HIRING LEGAL AND CONSULTING SERVICES TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; FINDING THAT THE MEETING WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO LEGAL COUNSEL:

Motion was made by Alderman Salinas, seconded by Alderman Tumlinson, and unanimously carried to approve Resolution No. 322 – A RESOLUTION OF THE TOWN OF RANCHO VIEJO APPROVING COOPERATION WITH THE CITIES SERVED BY AEP TO REVIEW AEP TEXAS INC.'S REQUESTED APPROVAL OF AN ADJUSTMENT TO ITS ENERGY EFFICIENCY COST RECOVERY FACTOR; HIRING LEGAL AND CONSULTING SERVICES TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS;



FINDING THAT THE MEETING WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO LEGAL COUNSEL.

10. CONSIDERATION/AUTHORIZATION TO ADVERTISE FOR BIDS FOR COMMON AREA MAINTENANCE FOR TWO YEARS:

---

Motion was made by Alderman Vera, seconded by Alderman Salinas, and unanimously carried to authorize the advertisement for bids for Common Area Maintenance for two years.

11. CONSIDERATION/REAPPOINTMENT OF METROPOLITAN PLANNING ORGANIZATION (MPO) REPRESENTATIVE:

---

Motion was made by Alderman Vera, seconded by Alderman Salinas, and unanimously carried to appoint Alderman Truan as representative for the Metropolitan Planning Organization (MPO).

12. CONSIDERATION/REAPPOINTMENT OF MEMBERS TO THE STRATEGIC PLANNING COMMITTEE:

---

Motion was made by Alderman Guerrero, seconded by Alderman Salinas, and unanimously carried to reappoint Rita Conde as a member to the Strategic Planning Committee for a two year term.

13. DISCUSSION/ACTION TO ADVERTISE FOR APPLICATIONS FOR MUNICIPAL JUDGE POSITION, AND ESTABLISH PROCEDURE FOR REVIEWING APPLICATIONS:

---

Motion was made by Alderman Truan, seconded by Alderman Salinas, and unanimously carried to approve advertisement set committee similar to before with Alderman Tumlinson and Alderman Guerrero and visit with Chief Cruz to consider to Advertise for Applications for Municipal Judge Position and Alternate Judge position, and to Establish Procedure for Reviewing Applications.

14. 2018 MOVIES UNDER THE STARS ANNOUNCEMENT:

---

Town Administrator Fred Blanco announced that we will be having the 2018 Movies Under the Stars on the lawn next to Town Hall on June 22 Peter Rabbit, July 20 Coco and July 3 Jumanji. He thanked this year's Sponsors, the Gold Sponsor Tipton Motors, Silver Sponsors are Complete Landscape and Republic Services and Bronze Sponsor Linebarger Attorney at Law.

15. APRIL 2018 FINANCIAL REPORT - TOWN ADMINISTRATOR:

---

Town Administrator Fred Blanco went over the April 2018 financial report and the bank balances for the General Account, Debt Account, Police Asset Forfeiture Account and the Certificates of Obligation Account and all interests.

16. MAY 2018 POLICE REPORT - CHIEF OF POLICE:

---

Chief Cruz went over all of the items for the May 2018 Police Report and answered several questions from the Board.

17. HURRICANE PREPAREDNESS PRESENTATION - CHIEF OF POLICE:

---

Chief Cruz stated that we have an updated Hurricane Preparedness Plan, they have attended a meeting in with the Governor's Office. He also mentioned that we would be having an active shooter training on Tuesday, June 19, 2018 at 1:30 p.m. at Town Hall hosted by Hidalgo County Sheriff's Department.

18. PUBLIC COMMENT:

---

Mr. Luna commented on the annexation request and mentioned the board consider possible traffic problems. Alderman Salinas asked about the Volunteer Fire Department's equipment mentioned at the last meeting and also asked about sand/sandbags. Mayor Rathbun mentioned that the last Farmer's Market will be held on June 14, 2018 from 4:00 P.M.- 7:00 P.M. and they will be having free health screenings held by UT Health Services.

19. EXECUTIVE SESSION: PURSUANT TO SECTION 551.071(2) OF THE TEXAS GOVERNMENT CODE TO HOLD A PRIVATE CONSULTATION WITH THE TOWN ATTORNEY ON A MATTER IN WHICH THE DUTY OF THE ATTORNEY TO THE TOWN UNDER THE TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT OF THE STATE BAR OF TEXAS CLEARLY CONFLICTS WITH CHAPTER 551 AND UNDER SECTION 551.072 TO DELIBERATE THE PURCHASE, EXCHANGE, LEASE OR VALUE OF REAL PROPERTY:

Motion was made by Alderman Tumlinson, seconded by Alderman Salinas, and unanimously carried, to go into EXECUTIVE SESSION: PURSUANT TO SECTION 551.071(2) OF THE TEXAS GOVERNMENT CODE TO HOLD A PRIVATE CONSULTATION WITH THE TOWN ATTORNEY ON A MATTER IN WHICH THE DUTY OF THE ATTORNEY TO THE TOWN UNDER THE TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT OF THE STATE BAR OF TEXAS CLEARLY CONFLICTS WITH CHAPTER 551 AND UNDER SECTION 551.072 TO DELIBERATE THE PURCHASE, EXCHANGE, LEASE OR VALUE OF REAL PROPERTY at 7:40 P.M.

Motion was made by Alderman Vera, seconded by Alderman Tumlinson, and unanimously carried, to reconvene the meeting at 8:20 P.M.

20. ADJOURN:

Motion was made by Alderman Vera, seconded by Alderman Salinas, and unanimously carried, to adjourn the meeting at 8:20 P.M.

BY: \_\_\_\_\_  
Fred Blanco, Town Administrator

APPROVED: \_\_\_\_\_  
Cyndie Rathbun, Mayor

DATE: \_\_\_\_\_

6. Consideration/Action on  
Proposed Development  
Agreement with Rancho Estates,  
LP, concerning 21.10 Acres, More  
or Less, of Land Out of Share 1,  
Espiritu Santo Grant, Cameron  
County, Texas at the Northeast  
Corner of FM 1732 and Carmen  
Avenue



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

July 5, 2018

Anthony De Ponce, General Partner  
Rancho Estates, LP  
608 Zapata Ave.  
Rancho Viejo, TX 78575

Dear Mr. De Ponce:

You have requested that the Town of Rancho Viejo begin annexation proceedings on your property.

Section 43.016 of the Texas Local Government Code requires the city to offer you another option. That section provides that, before the city annexes property that is subject to an agricultural, wildlife management, or timber ad valorem tax exemption, the city shall offer to make a "development agreement" with the property owner in lieu of annexation.

The development agreement must provide that the property will retain its extraterritorial status for up to 45 years or until any type of subdivision plat or related development document is filed with the city for the property, whichever occurs first. The agreement must provide that the city may enforce all regulations and planning authority that do not interfere with the use of the land for agriculture, wildlife management, or timber.

During the time the property remains outside the city limits, it is not subject to city property taxes, but also may not receive tax-supported services from the city such as police, fire, and others. The development agreement must provide terms for future annexation of the property, including specifying the uses and development of the land before and after annexation. If an owner of property eligible for a development agreement declines such an agreement, then the property may be annexed as originally proposed.

We have enclosed the development agreement that we are offering for your consideration. That agreement has a one-year term. You have three options regarding the development agreement: (a) all owners may accept it as printed and sign it with the notary acknowledgments provided; (b) you may negotiate new language by indicating the words that you wish to change, add, or delete in the agreement; or (c) any owner may decline the offer of a development agreement.

***The Development Agreement must be returned, indicating your choice of one of the three options, on or before July 10, 2018, at noon. If you have questions or are unable to return the agreement by that date, please contact Fred Blanco, Town Administrator. Please consult with your legal counsel as well.***

***If we do not receive a response of any kind by July 10, 2018, at noon, we will assume that you do not wish to enter into a development agreement and we will proceed with the proposed annexation.***

Sincerely

A handwritten signature in blue ink, appearing to read "Cyndie Rathbun", is written over the word "Sincerely".

Cyndie Rathbun, Mayor

STATE OF TEXAS                    )  
  )  
COUNTY OF CAMERON            )

**CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE**  
**DEVELOPMENT AGREEMENT**

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the Town of Rancho Viejo, Texas (the "Town") and the undersigned property owner(s) (the "Owner"). The term "Owner" includes all owners of the Property.

**WHEREAS**, the Owner owns a parcel of real property (the "Property") in Cameron County, Texas, which is more particularly and separately described in the attached Exhibit "A"; and

**WHEREAS**, Owner has petitioned the Town has begun the process to institute annexation proceedings on all or portions of Owner's Property; and

**WHEREAS**, the Owner desires to have the Property remain in the Town's extraterritorial jurisdiction for a certain period of time, in consideration for which the Owner agrees to enter into this Agreement; and

**WHEREAS**, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the Town; and

**WHEREAS**, the Owner and the Town acknowledge that this Agreement is binding upon the Town and the Owner and their respective successors and assigns for the term (defined below) of this Agreement; and

**WHEREAS**, this Development Agreement is to be recorded in the Real Property Records of Cameron County.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

**Section 1.** The Town guarantees the continuation of the extraterritorial status of the Owner's Property, its immunity from annexation by the Town, and its immunity from Town property taxes, for the term of this Agreement, subject to the provisions of this Agreement. Except as provided in this Agreement, the Town agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and further agrees not to include the Property in a statutory annexation plan for the Term of this Agreement. However, if the Property is annexed pursuant to the terms of this Agreement, then the Town shall provide services to the Property pursuant to Chapter 43 of the Texas Local Government Code.

**Section 2.** The Owner covenants and agrees not to use the Property for any use other than for agriculture, wildlife management, and/or timber land consistent with Chapter 23

of the Texas Tax Code, except for existing single-family residential use of the property, without the prior written consent of the Town.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Cameron County or the Town until the Property has been annexed into, and zoned by, the Town.

The Owner covenants and agrees not to construct, or allow to be constructed, any buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the Town. The Owner also covenants and agrees that the Town's Recreational District zoning requirements apply to the Property, and that the Property shall be used only for Recreational District zoning uses that exist on that Property at the time of the execution of this Agreement, unless otherwise provided in this Agreement.

The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and the Owner who signs this Agreement covenants and agrees, jointly and severally, to indemnify, hold harmless, and defend the Town against any and all legal claims, by any person claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the Town's reliance on this Agreement.

**Section 3.** The Owner acknowledges that if any plat or related development document is filed in violation of this Agreement, or if the Owner commences development of the Property in violation of this Agreement, then in addition to the Town's other remedies, such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the discretion of the Town Council. The Owner agrees that such annexation shall be voluntary, and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner.

If annexation proceedings begin pursuant to this Section, the Owner acknowledges that this Agreement serves as an exception to Local Government Code Section 43.052, requiring a city to use certain statutory procedures under an annexation plan. Furthermore, the Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein.

**Section 4.** Pursuant to Sections 43.016(b)(1)(B) of the Texas Local Government Code, the Town is authorized to enforce all of the Town's regulations and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the Town's boundaries. The Town states and specifically reserves its authority pursuant to Chapter 251 of the Texas Local Government Code to exercise eminent domain over property that is subject to a Chapter 43 and/or Chapter 212 development agreement.

**Section 5.** The term of this Agreement (the "Term") is one year from the date that the Mayor's signature to this Agreement is acknowledged by a public notary.

The Owner, and all of the Owner's heirs, successors and assigns shall be deemed to have filed a petition for voluntary annexation before the end of the Term, for annexation of the

Property to be completed on or after the end of the Term. Prior to the end of the Term, the Town may commence the voluntary annexation of the Property. In connection with annexation pursuant to this section, the Owners hereby waive any vested rights they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the Town.

**Section 6.** Property annexed pursuant to this Agreement will initially be zoned Recreational pursuant to the Town's Code of Ordinances, pending determination of the property's permanent zoning in accordance with the provisions of applicable law and the Town's Code of Ordinances.

**Section 7.** Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the Town. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the Town written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the Town at the following address:

Town of Rancho Viejo, Texas  
Attn: Mayor  
3301 Carmen Avenue  
Rancho Viejo, Texas 78575

**Section 8.** This Agreement shall run with the Property and be recorded in the real property records of Cameron County, Texas.

**Section 9.** If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.

**Section 10.** This Agreement may be enforced by any Owner or the Town by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

**Section 11.** No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the Town's ability to annex the properties covered herein pursuant to the terms of this Agreement.

**Section 12.** Venue for this Agreement shall be in Cameron County, Texas.

**Section 13.** This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

**Section 14.** This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Sections 3, 4, and 5 herein.

Entered into this \_\_\_\_ day of \_\_\_\_\_, 2018.

(SIGNATURES ON NEXT PAGE)

RANCHO ESTATES, LP  
BY Golden Estancias LLP  
Its General Partner  
"OWNER"

By: \_\_\_\_\_  
Antonio DePonce  
President

TOWN OF RANCHO VIEJO, TEXAS  
"TOWN"

By: \_\_\_\_\_  
Cyndie Rathbun  
Mayor

THE STATE OF TEXAS }

COUNTY OF CAMERON }

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2018, by Antonio DePonce in his capacity as President of Golden Estancias LLP, General Partner of Rancho Estates, LP, on behalf of said limited partnership.

\_\_\_\_\_  
Notary Public, State of Texas

THE STATE OF TEXAS }

COUNTY OF }

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2018, by CYNDIE RATHBUN, in her capacity as Mayor of the Town of Rancho Viejo, Texas.

\_\_\_\_\_  
Notary Public, State of Texas



7. Consideration/Action on a Resolution in Regard to the Petition of Rancho Estates, LP, concerning 21.10 Acres, More or Less, of Land Out of Share 1, Espiritu Santo Grant, Cameron County, Texas at the Northeast Corner of FM 1732 and Carmen Avenue Including Setting of Dates for Public Hearings, Authorizing Publication of Notice for Public Hearings, Instructing Staff to Draft a Service Agreement, and Notifying Certain Public Entities as Required by Law.

# 8. Consideration/Action on Extension of Contract with Building Inspector

## AGREEMENT FOR BUILDING INSPECTOR SERVICES

AGREEMENT made on \_\_\_\_\_, 2018 at Rancho Viejo, Texas, between THE TOWN OF RANCHO VIEJO, TEXAS, a municipal corporation, located at 3301 Carmen Avenue, Rancho Viejo, Texas 78575 (the "Client") and Brent Cannon, of 920 Balboa, Rancho Viejo, Texas 78575, the "Consultant".

### **Recitals**

The Client is a Type A General Law Municipality, operating under the provisions of the Texas Local Government Code, and has its principal place of business at 3301 Carmen Avenue, Rancho Viejo, Texas 78575. The Client desires to engage the services of the Consultant, as an independent contractor and not as an employee, to fulfill the position of building inspector for the Client on the terms and conditions provided in this agreement.

The Consultant is the building construction profession properly qualified to practice in the State of Texas. Consultant desires to render professional building inspection services for the Client on the terms and conditions provided in this agreement.

THEREFORE, the Client engages the services of the Consultant. In consideration of the mutual promises contained in this contract, the parties agree as follows:

### **Term**

1. This agreement is for a period of one year, commencing on \_\_\_\_\_, 2018. It is renewable annually at the discretion of the Board of Aldermen. It may be terminated by mutual agreement upon a 30 day written notice, or under the provisions of Article 8 below.

### **Services**

2. The services to be rendered by the Consultant to the Client consist of fulfilling the position of building inspector for the Client. Those services are more fully described in the job description attached here to as Exhibit "A", which is incorporated herein by reference and made a part of this contract as fully as if set forth herein.

### **Use of Agents or Assistants**

3. This job is personal to the Consultant, and he/she is not authorized to engage the services of any agents, assistants, persons, or corporations in its performance.

### **Equipment**

4. The Consultant will furnish all equipment that may be necessary to perform services required under this agreement.

### **Facilities**

5. The Client will furnish all facilities during normal business hours, for use by the consultant as may be required for preparing reports, copying and research.

### **Fee**

6. For services to be rendered under this agreement, the Consultant will be entitled to fees according to the fee schedule of Rancho Viejo.

**Devotion of Time**

7. The Consultant will devote the time that is reasonably necessary for a satisfactory performance to the performance of Consultant's duties under this agreement. If the Client requires additional services not included under this agreement, the Consultant will make a reasonable effort to fit those additional services into Consultant's time schedule without decreasing the effectiveness of performance of duties required under this agreement. However, the availability of additional services is subject to the provisions for additional fees for additional services as discussed in Paragraph 5, above.

**Termination**

8. This Agreement may be terminated by Client upon (1) a finding by a majority of the Board of Aldermen, after notice and an opportunity to be heard, that Consultant has been guilty of incompetence, corruption, misconduct, or malfeasance in office, (2) a vote of no confidence approved by two-thirds of the Board of Aldermen, or (3) as stated in Section 1 above.

**Entire Agreement**

9. This agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting this subject matter.

**Assignment**

10. Neither this agreement nor any duties or obligations may be assigned by the Consultant without the prior written consent of the Client. In the event of an assignment by the Consultant to which the Client has consented, the assignee or the assignees' legal representative must agree in writing with the Client to personally assume, perform, and be bound by all the provisions of this agreement.

**Successors and Assigns**

11. Subject to the provisions regarding assignment, this agreement is binding on and inures to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

**Attorney's Fees**

12. If any action at law or in equity is brought to enforce or interpret the provisions of this agreement, the prevailing party is entitled to reasonable attorney's fees in addition to any other relief to which it [he or she or it] may be entitled.

**Governing Law**

13. This agreement, and the rights and duties of the parties under it, are governed by the laws of the State of Texas.

**Amendment**

14. This agreement may be amended by the mutual agreement of the parties to it, in a writing to be attached to and incorporated in this agreement.

**Legal Construction**

15. In the event that any one or more of the provisions contained in this agreement is for any reason held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provisions, and the agreement will be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

Executed at Rancho Viejo, Texas, on \_\_\_\_\_, 2018.

Building Inspector

Town of Rancho Viejo

\_\_\_\_\_  
Brent Cannon

\_\_\_\_\_  
Cyndie Rathbun, Mayor

INSPECTION FEES 2018

Proposed July 3, 2018

GENERAL

Foundation Concrete/rebar needs forms survey at Town Hall	\$15 – 80
Framing and Roof	\$15 – 80
Insulation	\$30
Concrete flat work- driveway & pipe, sidewalk	\$20
Building final and C.O.	\$15 – 80

PLUMBING

In-ground	\$15 – 80
Rough-in	\$15 – 80
Sewer tie-in and Water	\$30
Final	\$15 – 80

ELECTRICAL

Temporary power	\$15
Rough-in	\$15 – 80
Working clearance	\$25
Final	\$15 – 80

HVAC

Rough-in and duct work	\$15 – 80
Final	\$15 – 80

ROOFING

Check material	\$15
Final	\$20

WALLS AND FENCES

Beginning	\$20
Final	\$20

RETAINING WALLS AND DOCKS

Beginning	\$20
Final	\$20

SWIMMING POOL

Initial	\$20
Bonding and Rebar	\$20 (2)
Final	\$20

GAS LINE

\$20

PROPANE TANK

\$20

SPRINKLER	\$20
GAZEBO	\$10
MAILBOX	\$10
RED TAGS	\$20
STOP WORK	\$50

Plus \$5.00 per permit issued

Plus mileage

X-Small new	up to 1,500 square feet	\$15
Small new	up to 2,000 square feet	\$25 - 30
Medium new	up to 3,000 square feet	\$40 - 50
Large new	up to 4,000 square feet	\$60 - 70
<b>XLarge new</b>	<b>up to 5,000 square feet</b>	<b>\$80 - 90</b>
<b>XXLarge</b>	<b>5,000 square feet and over</b>	<b>\$100 - 110</b>

\* Includes interior and exterior square footage

**Position Title: BUILDING OFFICIAL**

**Reports to:** Mayor

**Job Summary:** The Building Official is responsible for building, planning, mechanical, and plumbing code inspection, and compliance work, and enforcement of the International Residential Code, and other codebooks, including any Town ordinances. The Building Official evaluates construction plans, associated reports, and permit applications to ensure compliance with all related city, state, and national construction codes, ordinances and regulations. The position may be filled as a part-time employee, or via contract, at the agreement of the Town and the employee.

**Duties and Responsibilities/Essential Functions:**

- ❖ Review plans, drawings and specifications for conformance with building, plumbing and mechanical codes and Town ordinances.
- ❖ Prepare list of items to be corrected prior to issuance of building permits.
- ❖ Conduct building inspections during various stages of construction and remodeling, to ensure compliance with current applicable codes, ordinances, and regulations. Please reference Rancho Viejo Code of Ordinances, Building Ordinance, Chapter 14.
- ❖ Conduct inspections of swimming pools at construction sites for compliance with regulations.
- ❖ Maintain or oversee and monitor the maintenance of files regarding inspection and plan check activities and findings.
- ❖ Perform code enforcement activities of the building ordinances of Rancho Viejo.
- ❖ Advise by written report or oral presentation the Board of Aldermen, the Planning and Zoning Commission, and the Building Committee on non-compliance related to building standards and code enforcement.
- ❖ Investigate citizen complaints involving building, nuisance, health and life-safety issues, and construction site maintenance; work with Town Administrator and Mayor to resolve issues.
- ❖ Perform related duties as required.

**Education (Certification) and Experience:**

- ❖ High school diploma or equivalent.
- ❖ Valid Texas driver's license.
- ❖ Background in and knowledge of various codes and regulations.
- ❖ Five years minimum experience in building construction and reading construction plans.
- ❖ Preferably hold a license as a Professional Inspector from the Texas Real Estate Commission, or obtain such license within one year after employment.

**Qualifications**

While requirements may be representative of minimum levels of knowledge, skills and abilities, to perform this job successfully, the incumbent will possess the ability to perform each duty proficiently, including:

Knowledge of

- Applicable federal, state, and local laws, codes, ordinances, regulations, policies and procedures related to plan review, building inspection, and code enforcement.
- Building construction, materials, and methods.
- Principles and techniques of building inspection and plans examining work.



Ability to:

- Meet and deal effectively with various officials and agencies, as well as with the public, contractors, developers, and co-workers.
- Deal with the public courteously, tactfully, and professionally.
- Prepare reports, letters, and other documents.
- Interpret and apply pertinent federal, state and local laws, codes, and regulations.
- Read and interpret complex plans, specifications and building codes.
- Apply technical knowledge and follow proper inspection techniques to examine workmanship and materials and detect deviations from plans, regulations and standard construction practices.
- Enforce regulations with firmness and tact.
- Understand and follow oral and written instructions.
- Respect the confidentiality of all files and records pertaining to applicants.

Other Skills:

- The possession of tact, integrity and common sense.
- Excellent communication and administrative skills.
- Ability to work both independently and as part of a team.

**WORKING CONDITIONS**

Work is performed indoors and outdoors. Work is performed in office and field environments and requires travel to a variety of locations to perform work. Hazardous areas maybe routinely encountered, including but not limited to construction hazards, open trenches, traffic and specialized equipment. Protective clothing may be required for completion of some job requirements, including safety equipment, hard hats and/or other protective equipment.

**PHYSICAL REQUIREMENTS:**

The Building Official must have the overall stamina and ability to perform moderate to strenuous physical activity, including the ability to stand or walk for long periods of time, tolerating South Texas heat and elements, traversing rough terrain, working at heights or on scaffolding, and lifting or carrying up to 50 pounds. Job requirements may include the ability to climb, bend and work in tight or confined spaces. The work also involves indoor work involving a computer, and reviewing plans and code books that require the job holder to sit for long periods of time.

**CONTACTS AND RELATIONSHIPS**

The Building Official is responsible for the inspection of new construction, alterations, or repair of residential and commercial structures to ensure compliance with city ordinances and uniform codes. Work involves coordination with members of the Town staff, as well as considerable contact with private citizens, contractors, builders, and others where firmness, tact, discretion within existing guidelines, and diplomacy are required to secure cooperation and compliance.

Supervision of this position is occasional, consisting of meeting with the Mayor and Town Administrator to discuss policy directives, priorities, tasks, and review of work.

9. Consideration/Action of  
Resolution Extending the  
Provisions of Section 33.07 of the  
Property Tax Code which enables  
the Governing Body to assess an  
Additional Collection Penalty

RESOLUTION NO.

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE TOWN OF RANCHO VIEJO, TEXAS, EXTENDING THE PROVISIONS OF SECTION 33.07 OF THE PROPERTY TAX CODE WHICH ENABLES THE GOVERNING BODY TO ASSESS AN ADDITIONAL COLLECTION PENALTY

WHEREAS, the Town of Rancho Viejo, Texas, had adopted the provisions of Section 33.07 of the Property Tax Code; and

WHEREAS, this section of the code permits the governing body to assess an additional fifteen (15) percent collection penalty to defray the costs of collection;

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

SECTION 1. That the provisions of Section 33.07 be adopted and that Ad Valorem taxes remaining unpaid on July 1, 2018, be subject to fifteen (15) percent collection penalty.

SECTION 2. That the governing body of the TOWN OF RANCHO VIEJO complied with Section 6.30 of the Code in that a delinquent tax collection contract is presently in force with Rentfro Law Firm, PLLC of Brownsville, Texas.

PASSED, ADOPTED AND APPROVED by the Board of Aldermen of the Town of Rancho Viejo, Texas at a Regular Meeting on this the 10<sup>th</sup> day of July, 2018.

Cyndie Rathbun, Mayor

ATTEST:

Fred Blanco, Town Secretary

10. Consideration/Action to  
Designate an Auditor for  
September 30, 2018

# 11. Street Committee report

# 12. Human Resources Committee report

# 13. Public Comment

# 14. Adjourn