



NOTICE OF A PUBLIC MEETING
TOWN OF RANCHO VIEJO
BOARD OF ALDERMEN
REGULAR MEETING
MARCH 12, 2019
6:00 P.M.

NOTICE is hereby given of a REGULAR MEETING of the BOARD OF ALDERMEN of the TOWN OF RANCHO VIEJO, TEXAS, to be held on MARCH 12, 2019 at 6:00 P.M., in the TOWN MUNICIPAL OFFICE, 3301 CARMEN AVENUE, RANCHO VIEJO, TEXAS to consider the following items:

1. Call to Order
2. Roll Call
3. Invocation and Pledge
4. Public Comment
5. Approval of Minutes – Special Meeting January 29, 2019
6. Public Hearing on Petition for Annexation from Rancho Cordillera, LLC, concerning 9.66 Acres More or Less, of Land out of Share 1 Espiritu Santo Grant, at the Northwest Corner of Las Haciendas at Rancho Viejo Subdivision in Accordance with the Town's Ordinances
7. Public Hearing on Petition for Annexation from Monica Holdings, LTD Texas Limited Partnership, concerning 2.53 Acres and 2.47 Acres More or Less of Land out of Share 1 Espiritu Santo Grant, at the Corner of FM 1732 and Paso del Rio Drive in Accordance with the Town's Ordinances
8. 2020 Census Overview by Sylvia Garza-Perez, Cameron County Clerk
9. Consideration/Action on an Election Equipment Lease Agreement with Cameron County
10. Consideration/Action on Resolution on Appointment of Election Judges, Appointment of Early Voting Ballot Board, and Rate of Pay for Election Judges
11. Human Resources Committee Update – Alderwoman Grace Salinas
12. Keep Rancho Viejo Beautiful Presentation on Spring Forward Family Festival on Saturday, April 13, 2019, 9:00 AM to 12:00 PM - Maria Garza, Chairperson
13. Mural Committee Presentation on Ribbon Cutting on Completed Mural with Dignitaries on April 6, 2019 at 10 AM –Mayor Pro Tem Bitty Truan, Chairperson
14. Report by the Strategic Planning Committee to the Board of Aldermen
 - To Create an Ordinance to Regulate Short Term Rental through Agencies
 - Cell Phone and Internet Signal Booster also known as Small Cell Nodes Update – Alderman David Tumlinson
 - To Create Roadway Calming Mechanisms Such as Rumble Strips, Stencil Markings, and/or Speed Humps in Areas Prone to Accidents/Speeding such as Curves and 15mph Zones
15. Consideration/Action on Agreement to Designate Valley Wide Auction Services to Provide Auctioneering Services for the Town of Rancho Viejo
16. February 2019 Police Report - Police Chief
17. Public Comment
18. 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 March 8, 2019 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 Fred Blanco

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 - Special Meeting January 29, 2019

MINUTES OF A SPECIAL MEETING
TOWN OF RANCHO VIEJO
JANUARY 29, 2019

A Regular Meeting of the Board of Aldermen of the Town of Rancho Viejo, Texas, was held on, January 29, 2019 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 6:13 P.M.

2. ROLL CALL:

Roll call was made by Fred Blanco, Town Administrator. Members present at the meeting were:

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

Members not present:

Ms. Maribel Guerrero

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:

Anthony De Ponce Danny Theys

3. INVOCATION AND PLEDGE:

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

4. PUBLIC COMMENT:

There were no comments from the public.

5. CONSIDERATION/ACTION ON PROPOSED DEVELOPMENT AGREEMENT WITH RANCHO CORDILLERA, LLC, CONCERNING 9.66 ACRES OF LAND OUT OF SHARE 1 ESPIRITU SANTO GRANT, AT THE NORTHWEST CORNER OF LAS HACIENDAS AT RANCHO VIEJO SUBDIVISION IN ACCORDANCE WITH SECTION 2-164 OF THE TOWN'S ORDINANCES:

Motion was made by Alderman Vera, seconded by Alderman Salinas, and unanimously carried, to acknowledge the rejection of the development agreement that was submitted to Rancho Cordillera.

6. CONSIDERATION/ACTION ON RESOLUTION IN REGARD TO THE PETITION FROM RANCHO CORDILLERA, LLC, CONCERNING 9.66 ACRES OF LAND OUT OF SHARE 1 ESPIRITU SANTO GRANT, AT THE NORTHWEST CORNER OF LAS HACIENDAS AT RANCHO VIEJO SUBDIVISION IN ACCORDANCE WITH SECTION 2-164 OF THE TOWN'S ORDINANCES:

Motion was made by Alderman Truan, seconded by Alderman Tumlinson, and unanimously carried, to approve Resolution No. 327 - A RESOLUTION IN REGARD TO THE PETITION FROM RANCHO CORDILLERA, LLC, CONCERNING 9.66 ACRES OF LAND OUT OF SHARE 1 ESPIRITU SANTO GRANT, AT THE

NORTHWEST CORNER OF LAS HACIENDAS AT RANCHO VIEJO SUBDIVISION IN ACCORDANCE WITH SECTION 2-164 OF THE TOWN'S ORDINANCES.

7. CONSIDERATION/ACTION ON PROPOSED DEVELOPMENT AGREEMENT WITH MONICA HOLDINGS, LTD TEXAS LIMITED PARTNERSHIP, CONCERNING 2.53 ACRES AND 2.47 ACRES MULTIFAMILY, OF LAND OUT OF SHARE 1 ESPIRITU SANTO GRANT, AT THE CORNER OF FM 1732 AND PASO DEL RIO DRIVE IN ACCORDANCE WITH SECTION 2-164 OF THE TOWN'S ORDINANCES:

Motion was made by Alderman Tumlinson, seconded by Alderman Salinas, and unanimously carried, to acknowledge the rejection of the development agreement that was submitted to Monica Holdings, LTD.

8. CONSIDERATION/ACTION ON RESOLUTION IN REGARD TO THE PETITION FROM MONICA HOLDINGS, LTD TEXAS LIMITED PARTNERSHIP, CONCERNING 2.53 ACRES AND 2.47 ACRES MULTIFAMILY, OF LAND OUT OF SHARE 1 ESPIRITU SANTO GRANT, AT THE CORNER OF FM 1732 AND PASO DEL RIO DRIVE IN ACCORDANCE WITH SECTION 2-164 OF THE TOWN'S ORDINANCES:

Motion was made by Alderman Vera, seconded by Alderman Salinas, and unanimously carried, to approve Resolution No. 328 – A RESOLUTION IN REGARD TO THE PETITION FROM MONICA HOLDINGS, LTD TEXAS LIMITED PARTNERSHIP, CONCERNING 2.53 ACRES AND 2.47 ACRES MULTIFAMILY, OF LAND OUT OF SHARE 1 ESPIRITU SANTO GRANT, AT THE CORNER OF FM 1732 AND PASO DEL RIO DRIVE IN ACCORDANCE WITH SECTION 2-164 OF THE TOWN'S ORDINANCES.

9. CONSIDERATION/ACTION TO ACCEPT THE CITY OF SANTA ROSA VOLUNTEER FIRE DEPARTMENT'S PROPOSAL TO PURCHASE RANCHO VIEJO VOLUNTEER FIRE DEPARTMENT'S EQUIPMENT AND MOU:

Legal Counsel, Daniel Rentfro stated that he will do a lien check to make sure there is no money owed on the Fire Truck. Mr. Danny Theys thanked the Board and mentioned that the City of Santa Rosa does need the equipment and that they will move the equipment as soon as possible. Motion was made by Alderman Vera, seconded by Alderman Tumlinson, and unanimously carried, to accept the City of Santa Rosa Volunteer Fire Department's proposal to purchase Rancho Viejo Volunteer Fire Department's Equipment and MOU contingent upon doing a lien title search.

10. CONSIDERATION/ACTION ON A RESOLUTION OF THE BOARD OF ALDERMEN OF THE TOWN OF RANCHO VIEJO, TEXAS REQUESTING THE MEMBERS OF THE 86TH LEGISLATIVE SESSION OF THE STATE OF TEXAS TO SUPPORT LEGISLATION THAT PROVIDES STEWARDSHIP, HEALTH AND WELL BEING, AND CONNECTIVITY FOR LOCAL AND STATE PARKS:

Motion was made by Alderman Truan, seconded by Alderman Salinas, and unanimously carried, to approve Resolution No. 329 - A RESOLUTION OF THE BOARD OF ALDERMEN OF THE TOWN OF RANCHO VIEJO, TEXAS REQUESTING THE MEMBERS OF THE 86TH LEGISLATIVE SESSION OF THE STATE OF TEXAS TO SUPPORT LEGISLATION THAT PROVIDES STEWARDSHIP, HEALTH AND WELL BEING, AND CONNECTIVITY FOR LOCAL AND STATE PARKS.

11. CONSIDERATION/ACTION TO DESIGNATE AN AUDITOR FOR SEPTEMBER 30, 2018:

Motion was made by Alderman Vera, seconded by Alderman Tumlinson, and unanimously carried, to table this item.

12. CONSIDERATION/ACTION TO APPROVE MOU WITH THE REGIONAL MURAL PROGRAM:

Motion was made by Alderman Vera, seconded by Alderman Truan, and unanimously carried, to table this item.

13. CONSIDERATION/ACTION ON A PROCLAMATION FOR MAYORS' MONARCH PLEDGE DAY:

Motion was made by Alderman Tumlinson, seconded by Alderman Truan, and unanimously carried, to approve a Mayors' Monarch Pledge Day Proclamation.

14. ADJOURN:

Mayor Rathbun announced to save the date for a spring event on April 13.

Motion was made by Alderman Tumlinson, seconded by Alderman Salinas, and unanimously carried, to adjourn the meeting at 6:50 P.M.

BY: _____
Fred Blanco, Town Administrator

APPROVED: _____
Cyndie Rathbun, Mayor

DATE: _____

6. Public Hearing on Petition for Annexation from Rancho Cordillera, LLC, concerning 9.66 Acres More or Less, of Land out of Share 1 Espiritu Santo Grant, at the Northwest Corner of Las Haciendas at Rancho Viejo Subdivision in Accordance with the Town's Ordinances

PETITION REQUESTING ANNEXATION BY AREA LANDOWNER

TO THE MAYOR OF THE GOVERNING BODY OF RANCHO VIEJO, TEXAS:

The undersigned owner of the hereinafter described tract of land, which is vacant and without residents, hereby petitions your honorable Body to extend the present city limits so as to include as part of the City of Rancho Viejo, Texas, the property described in exhibit A, attached.

I certify that the tract of land describe in Exhibit A hereto is contiguous and adjacent to the City of Rancho Viejo, Texas, is not more than one-half mile in width, and that this petition is signed and duly acknowledge by the Manager Partner having authority an interest in said land.

This request is made on the following conditions:

1. The land is general land use including Commercial and multi-family;
2. The land shall continue to maintain the "Agricultural" designation by the taxing authorities until such time as all or any portion of the land is developed.
If and when such development takes place, only that portion of the land which is subject to the development will receive a designation other than "Agricultural." The undeveloped portion of the property will remain "Agricultural."

Submitted this the 18 day of October, 2018.

RANCHO CORDILLERA, LLC.

Signed by: 

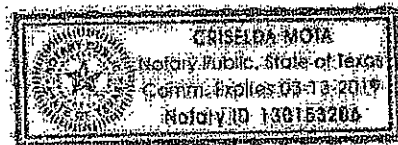
Romulo Corrada, Manager Partner

THE STATE OF TEXAS
COUNTY OF CAMERON

BEFORE ME, the undersigned authority, on this day personally appeared Romulo Corrada, known to me to be the person whose name is subscribed to the foregoing instrument and he acknowledged to me that he had authority to execute and did executed the same for the purposes expressed therein.

Given under my hand and seal of office, this 18 day of October, 2018


Notary Public in and for Nueces County, Texas



Valley Municipal Utility District #2

P. O. Box 939

Olmito, Texas 78575

Phone (956) 350-4136 Fax (956) 350-4575

October 16, 2018

RE: Service Availability Letter

To whom it may concern:

Valley Municipal Utility District No. 2 of Rancho Viejo, Texas has the ability to provide utility service to the following tract of land:

ABST2 - UNSUBDIVIDED 5.00 AC OF 32.7852 OF 40 AC SHARE 1 TRACT D, 79-0110-0400-0667-00

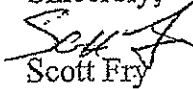
Said tract, owned by Monica Holdings, LTD, is located on the northeast corner of the intersection of FM1732 and Paso del Rio Drive immediately west of the town limits of the Town of Rancho Viejo in Cameron County, Texas.

This property is served by an existing water tap along FM1732. There is also an existing 8-inch gravity sewer line located adjacent to the eastern boundary of the property which can be tapped to provide sewer service to this property.

This letter is solely intended to state that utility services are available to this tract. This letter does not guarantee that any certain volume of water is available, nor is it intended to demonstrate an unlimited sewer collection capacity.

If you have any questions, please call me at 956-350-4136.

Sincerely,



Scott Fry
General Manager

**RESOLUTION OF RANCHO CORDILLERA
A TEXAS LIMITED LIABILITY COMPANY**

The undersigned being the Manager Partner of RANCHO CORDILLERA, LLC, a Texas Limited Company (the Company) that is duly organized under the laws of the State of Texas hereby certifies that a Special meeting of the above described Company duly called and held at the Company's Office, Corpus Christi, Nueces County, Texas on October 18, 2018 at 1:00 PM for the following purposes:

RESOLVED, that in the best interest of the Company to annex the property hereto described and identified to the Town of Rancho Viejo, Cameron County, Texas;

RESOLVED FURTHER, that the Manager Partner have all of the authority granted by the Company to file the request for the hereto described property to request the Annexation to the Town of Rancho Viejo and hereby Ratified and confirmed unanimously by all of the actions take by the Manager Partner to accomplished the annexation are hereby approved.

THE UNDERSIGNED CERTIFIES THAT THEY ARE THE AUTHORIZED HEREIN NAMED PERSONS TO ACT ON BEHALF OF THE HEREINABOVE NAMED LIMITED LIABILITY COMPANY IN ALL CAPACITIES AND THAT THE COMPANY CERTIFICATES ARE FULLY REGISTERED WITH THE SECRETARY STATE OF TEXAS TO CONDUCT ANY BUSINESS CONCERNING THE COMPANY.

Executed this the 18 day of October, 2018.

Rancho Cordillera, LLC

By: 

Romulo Corrada, Manager Partner

H O M E L A N D
L A N D S U R V E Y I N G C O M P A N Y

P.O. BOX 598, OLMITO, TEXAS 78575

homelandsurveying@aol.com

CELL (956) 341-7683

METES AND BOUNDS DESCRIPTION

9.66 ACRES

BEING A TRACT OR PARCEL OF LAND CONTAINING *9.66 ACRES*, OUT OF A CERTAIN 39.082 ACRE TRACT (Recorded in Volume 20184, page 225, Official Records of Cameron County Texas), OUT OF CERTAIN 119.824 ACRE TRACT (described as 120.00 Acres), OUT OF A CERTAIN 1,229.83 ACRE TRACT CONVEYED TO VALLEY INN AND COUNTRY CLUB, INC. BY INSTRUMENT DATED 12/03/1971, (Cameron County Deed Records, Volume 922, Pages 881-883), IN SHARE 1, ESPIRITU SANTO GRANT, CAMERON COUNTY, TEXAS, SAID 9.66 ACRES PARTLY LYING WITHIN THE CORPORATE LIMITS OF THE TOWN OF RANCHO VIEJO. SAID *9.66 ACRE TRACT* BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING AT THE NORTHEAST CORNER OF SAID 39.082 ACRE TRACT, SAME BEING THE NORTHWEST CORNER OF LAS HACIENDAS AT RANCHO VIEJO SUBDIVISION (as recorded in Cabinet 1, Slot 2582-A, Map Records of Cameron County, Texas), FOR THE NORTHEAST CORNER OF THE TRACT HEREIN DESCRIBED;

THENCE, SOUTH 06degrees 43 minutes 37 seconds WEST, ALONG THE WEST LINE OF SAID LAS HACIENDAS AT RANCHO VIEJO SUBDIVISION, SAME BEING THE EAST LINE OF SAID 39.082 ACRE TRACT, A DISTANCE OF 1143.00 FEET, TO A POINT IN THE WEST LINE OF SAID LAS HACIENDAS AT RANCHO VIEJO SUBDIVISION, SAME BEING ON THE EAST LINE OF SAID 39.082 ACRE TRACT, AND ALSO BEING THE NORTHEAST CORNER OF A CERTAIN 5.00 ACRE TRACT (Recorded in Volume 20184, Page 225, official records of Cameron County, Texas), FOR THE SOUTHEAST CORNER OF THE TRACT HEREIN DESCRIBED, FROM WHICH A CONCRETE MONUMENT FOUND ON THE NORTH RIGHT OF WAY LINE OF CANTEROS DRIVE (50 FEET OF RIGHT OF WAY), BEARS SOUTH 06 deg. 43 min. 37 sec. WEST, A DISTANCE OF 99.93 FEET;

THENCE, NORTH 83 degrees 16 minutes 23 seconds WEST, LEAVING THE WEST LINE OF SAID LAS HACIENDAS AT RANCHO VIEJO SUBDIVISION, AND THE EAST LINE OF SAID 39.082 ACRES, AND ALONG ATHE NORTH LINE OF SAID 5.00 ACRE TRACT, A DISTANCE OF 368.01 FEET TO A ½ INCH IRON ROF FOUND, AT THE NORTHWEST CORNER OF SAID 5.00 ACRE TRACT, FOR THE SOUTHWEST CORNER OF THE TRACT HEREIN DESCRIBED;

THENCE, NORTH 06 degrees 43 minutes 57 seconds EAST, ALONG A LINE PARALLEL TO THE WEST LINE OF SAID LAS HACIENDAS AT RANCHO VIEJO SUBDIVISION, AND EAST LINE OF SAID 39.082 ACRE TRACT, A DISTANCE OF 1143.00 FEET TO A ½ INCH IRON ROD SET ON THE NORTH LINE OF SAID 39.082 ACRE TRACT, FOR THE NORTHWEST CORNER OF THE TRACT HEREIN DESCRIBED;

THENCE, SOUTH 83 degrees 16 minutes 23 seconds EAST, ALONG THE NORTH LINE OF SAID 39.082 ACRE TRACT, A DISTANCE OF 368.01 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED, CONTAINING WITHIN THESE METES AND BOUNDS 9.66 ACRES, OF LAND, MORE OR LESS.



Jose Luis Lozano

(VOLUME 2018A, PAGE 223, OFFICIAL RECORDS, CAMERON COUNTY, TEXAS)

TRACT III

38.757 ACRES

NORTHWEST CORNER
OF 39.08 ACRE TRACT
1802.33'

368.01'

CORPORATE LIMITS OF TOWN OF RANCHO VIEJO
9.55 ACRES WITHIN 39.08 ACRE TRACT



TRACT II
39.082 ACRES
(CABINET 1, SLOT 2592-A MAP RECORDS)

RANCHO VIEJO CITY LIMITS

S 6°43'37" W

1143.02'
300.01'

S 83°16'23" E 368.01'

CORDILLERA

9.56 ACRE TRACT

NORTHEAST CORNER
OF 39.08 ACRE TRACT

1143.02'
300.01'

963.07'

EXISTING 60 FT EASEMENT

part of city

CARMEN AVENUE

N 7°18'37" E

EXISTING RESACA

660.00'

50.00'
0.58 ACRES

TO NW
5 ACRES

368.01'

PROP. ROAD
EASEMENT

S 83°16'23" E
368.01'

140.32'
0.17 ACRES

196.32'
0.08 ACRES

99.93'

N 6°43'37" W
50.01'

55.00'

410.40'
DRIVE

S 37°44'03" E
21.41'
LOT 7, 1/4
BLOCK 3

CANTEROS DR.

EXISTING RESACA

LAS HACIENDAS AT RANCHO VIEJO
(CABINET 1, SLOT 2592-A MAP RECORDS)

EXISTING 60 FT EASEMENT

7. Public Hearing on Petition for Annexation from Monica Holdings, LTD Texas Limited Partnership, concerning 2.53 Acres and 2.47 Acres More or Less of Land out of Share 1 Espiritu Santo Grant, at the Corner of FM 1732 and Paso del Rio Drive in Accordance with the Town's Ordinances

PETITION REQUESTING ANNEXATION BY AREA LANDOWNER

TO THE MAYOR OF THE GOVERNING BODY OF RANCHO VIEJO, TEXAS:

The undersigned owner of the hereinafter described tract of land, which is vacant and without residents, hereby petitions your honorable Body to extend the present city limits so as to include as part of the City of Rancho Viejo, Texas, the property described in exhibit A, attached.

I certify that the tract of land describe in Exhibit A hereto is contiguous and adjacent to the City of Rancho Viejo, Texas, is not more than one-half mile in width, and that this petition is signed and duly acknowledge by each and every person having an interest in said land.

This request is made on the following conditions:

1. The land is general land use including Commercial and multi-family;
2. The land shall continue to maintain the "Agricultural" designation by the taxing authorities until such time as all or any portion of the land is developed.

If and when such development takes place, only that portion of the land which is subject to the development will receive a designation other than "Agricultural." The undeveloped portion of the property will remain "Agricultural."

Submitted this the 18 day of October, 2018.

MONICA HOLDINGS, LTD, TEXAS LIMITED PARTNERSHIP.

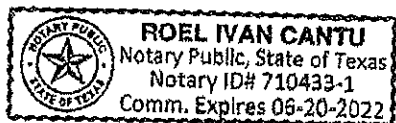
Signed _____

By it's General Partner:
Golden Estancias, LLC
By Anthony De Ponce, President

THE STATE OF TEXAS
COUNTY OF CAMERON

BEFORE ME, the undersigned authority, on this day personally appeared Anthony De Ponce, known to me to be the person whose name is subscribed to the foregoing instrument and he acknowledged to me that he had authority to execute and did executed the same for the purposes expressed therein.

Given under my hand and seal of office, this 18 day of October, 2018



Notary Public in and for Cameron County, Texas

Valley Municipal Utility District #2

P. O. Box 939

Olmito, Texas 78575

Phone (956) 350-4136 Fax (956) 350-4575

October 16, 2018

RE: Service Availability Letter

To whom it may concern:

Valley Municipal Utility District No. 2 of Rancho Viejo, Texas has the ability to provide utility service to the following tract of land:

ABST2 - UNSUBDIVIDED 5.00 AC OF 32.7852 OF 40 AC SHARE 1 TRACT D, 79-0110-0400-0667-00

Said tract, owned by Monica Holdings, LTD, is located on the northeast corner of the intersection of FM1732 and Paso del Rio Drive immediately west of the town limits of the Town of Rancho Viejo in Cameron County, Texas.

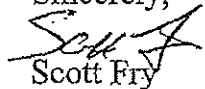
This property is served by an existing water tap along FM1732. There is also an existing 8-inch gravity sewer line located adjacent to the eastern boundary of the property which can be tapped to provide sewer service to this property.

This letter is solely intended to state that utility services are available to this tract.

This letter does not guarantee that any certain volume of water is available, nor is it intended to demonstrate an unlimited sewer collection capacity.

If you have any questions, please call me at 956-350-4136.

Sincerely,



Scott Fry

General Manager

**RESOLUTION OF MONICA HOLDING, LTD
A TEXAS LIMITED PARTNERSHIP
CERTIFICATE FILE NO. 801810097**

The undersigned being the Golden Estancias, General Partner of **MONICA HOLDINGS, LTD** a Texas Limited Partnership (**the Partnership**) that is duly organized under the laws of the State of Texas hereby certifies that a Special meeting of the above described Partnership duly called and held at 608 Zapata Ave., Rancho Viejo, Cameron County, Texas on October 18, 2018 at 1:00 PM for the following purposes:

RESOLVED, that is in the best interest of the Partnership to annex the property hereinto described and identified to the Town of Rancho Viejo, Cameron County, Texas;

RESOLVED FURTHER, that the General Partner have all of the authority granted by the Partnership to file the request to the above described property to the Town of Rancho Viejo and hereby Ratified and confirmed unanimously by all of the actions take by the General Partner to accomplished the annexation.

THE UNDERSIGNED CERTIFIES THAT THEY ARE THE AUTHORIZED HEREIN NAMED PERSONS TO ACT ON BEHALF OF THE HEREINABOVE NAMED LIMITED PARTNERSHIP IN ALL CAPACITIES AND THAT THE PARTNERSHIP CERTIFICATES ARE FULLY REGISTERED WITH THE SECRETARY STATE OF TEXAS TO CONDUCT ANY BUSINESS CONCERNING THE PARTNERSHIP.

Executed this the 18 day of October, 2018

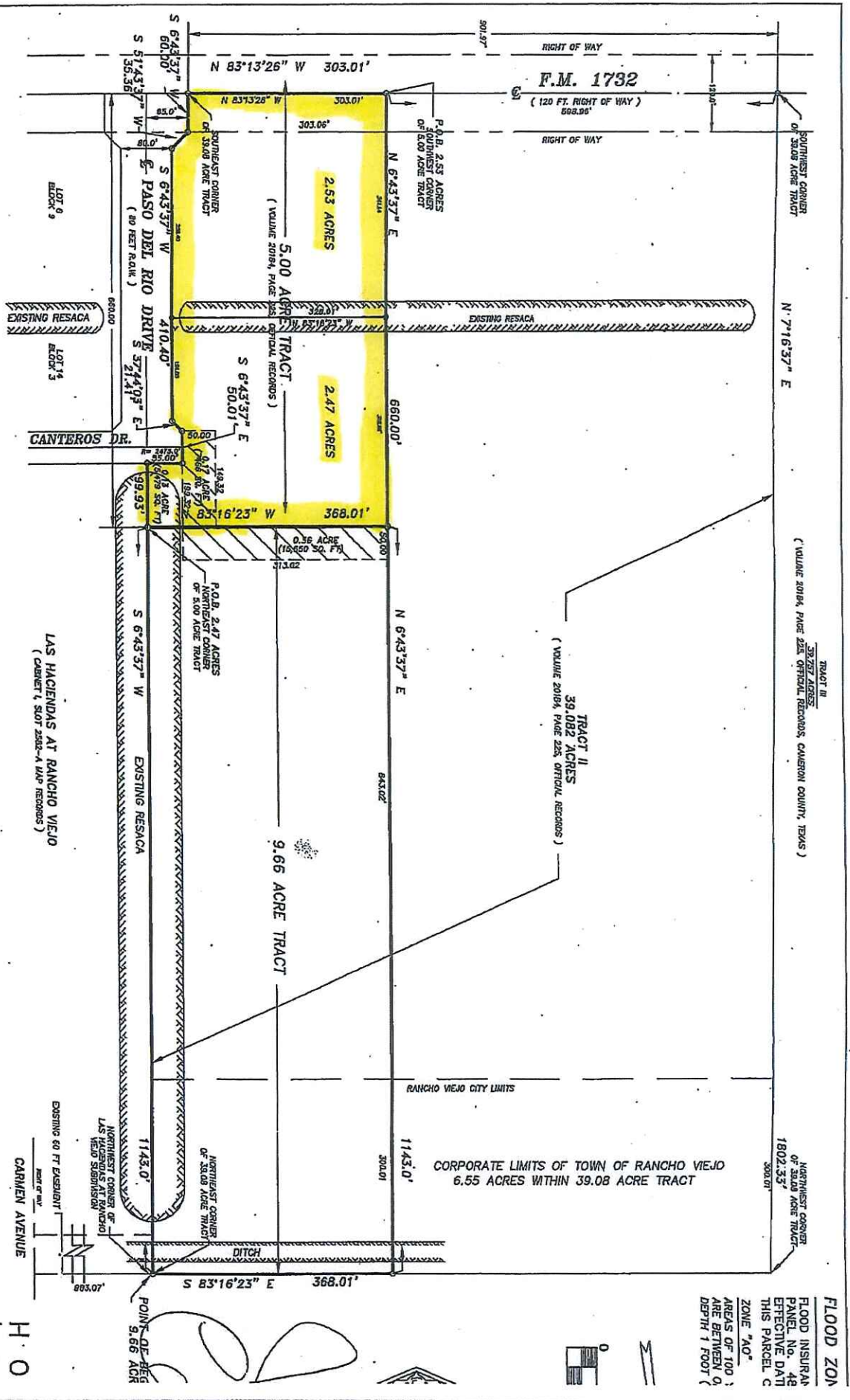
Monica Holdings, Ltd. By Golden Estancias, Llc.
Its General Partner

By: 

Anthony De Ponce, President



FLOOD ZON
 FLOOD INSURAN
 PANEL No. 48
 EFFECTIVE DAT
 THIS PARCEL C
 ZONE "AO"
 AREAS OF 100
 ARE BETWEEN 0
 DEPTH 1 FOOT



NOTES:
 THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE COMMITMENT.

"THE UNDERSIGNED HEREBY CERTIFIES THAT THIS SURVEY, AS DESCRIBED HEREON, WAS MADE ON THE GROUND ON DECEMBER 15, 2018, THAT THE ONLY IMPROVEMENTS ON THE GROUND ARE AS SHOWN, THAT THERE ARE NO VISIBLE ENCROACHMENTS, VISIBLE OVERLAPPIINGS, APPARENT CONFLICTS OR VISIBLE EASEMENTS, EXCEPT AS SHOWN HEREON.

PLAT OF SURVEY

SHOWING A 9.66 ACRE TRACT, A 5.00 ACRE TRACT, (AND PARTITION OF 5.00 ACRE TRACT INTO 2.53 ACRE TRACT AND 2.47 ACRES) ALL BEING A PART OF A CERTAIN 39.082 ACRE TRACT (Recorded in Volume 20184, Page 225, Official Records of Cameron County, Texas), OUT OF A 119,824 ACRE TRACT, (DESCRIBED AS 120.00 ACRES), OUT OF A CERTAIN 1229.85 ACRE TRACT CONVEYED TO VALLEY INN COUNTRY CLUB, INC., BY INSTRUMENT DATED DECEMBER 3, 1971, (Cameron County Deed Records Volume 922, Pages 881-883), IN SHARE 1, ESPRINTU SANTO GRANT, PARTLY LYING WITHIN THE CORPORATE LIMITS OF THE TOWN OF RANCHO VIEJO, CAMERON COUNTY, TEXAS.

H. O. LANC
 34 S. C
 BROWNS
 homelands
 CELL Ph
 Mailing A
 P.O. BO.
 OLMATTO,

**H O M E L A N D
L A N D S U R V E Y I N G C O M P A N Y**

P.O. BOX 598, OLMITO, TEXAS 78575

homelandsurveying@aol.com

CELL (956) 341-7683

Page 1

***METES AND BOUNDS DESCRIPTION
2.53 ACRES***

BEING A TRACT OR PARCEL OF LAND CONTAINING 2.53 ACRES (110,133 Square Feet) more or less, OUT OF A CERTAIN 5.00 ACRE TRACT (Recorded in Volume 20186, Page 257, Official Records of Cameron County, Texas), SAME BEING OUT OF A CERTAIN 39.082 ACRE TRACT (Recorded in Warranty Deed with Vendor's Lien, recorded in document # 00035055, Official Records of Cameron County Deed Records), OUT OF CERTAIN 119.824 ACRE TRACT (described as 120.00 Acres), OUT OF A CERTAIN 1,229.83 ACRE TRACT CONVEYED TO VALLEY INN AND COUNTRY CLUB, INC. BY INSTRUMENT DATED 12/03/1971, (Cameron County Deed Records, Volume 922, Pages 881-883), IN SHARE 1, ESPIRITU SANTO GRANT, CAMERON COUNTY, TEXAS. SAID 2.53 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING AT THE SOUTHWEST CORNER OF SAID 5.00 ACRE TRACT, FROM WHICH THE NORTHWEST CORNER OF SAID 5.00 ACRE TRACT BEARS NORTH 06 degrees 43 minutes 37 seconds EAST - 660.00 FEET, SAME BEING ON THE CENTERLINE OF F.M. 1732 (120 FT OF RIGHT OF WAY), FOR THE SOUTHWEST CORNER OF THE TRACT HEREIN DESCRIBED;

THENCE, NORTH 06 degrees 43 minutes 37 seconds EAST, LEAVING SAID CENTERLINE OF F.M. 1732 AND LEAVING THE SOUTH LINE OF SAID 39.082 ACRE TRACT, AT A DISTANCE OF 60.00 FEET TO A ½ INCH IRON ROD SET ON THE NORTH RIGHT OF WAY LINE OF SAID F.M. 1732 AND CONTINUING FOR A TOTAL DISTANCE OF 341.14 FEET TO A ½ INCH IRON ROD SET FOR THE NORTHWEST CORNER OF THE TRACT HEREIN DESCRIBED;

THENCE, SOUTH 83 degrees 16 minutes 23 seconds EAST, ALONG A LINE PARALLEL TO THE NORTH LINE OF SAID 5.00 ACRE TRACT AND OF SAID 39.082 ACRE TRACT, A DISTANCE OF 328.01 FEET THE A POINT ON THE WEST LINE OF LAS HACIENDAS AT RANCHO VIEJO SUBDIVISION (Recorded in Cabinet 1, Page 2582-A, MAP RECORDS), SAME BEING THE EAST LINE OF SAID 5.00 ACRE TRACT AND EAST LINE OF SAID 39.082 ACRE TRACT, AND ALSO BEING ON THE WEST RIGHT OF WAY LINE OF PASO DEL RIO DRIVE (80 FT OF RIGHT OF WAY), FOR THE NORTHEAST CORNER OF THE TRACT HEREIN DESCRIBED;

THENCE, SOUTH 06 degrees 43 minutes 37 seconds WEST, CONTINUING ALONG THE WEST LINE OF SAID LAS HACIENDAS AT RANCHO VIEJO SUBDIVISION, SAME BEING THE EAST LINE OF SAID 5.00 ACRE TRACT AND OF SAID 39.082 ACRE TRACT, ALONG SAID WEST RIGHT OF WAY LINE OF PASO DEL RIO DRIVE, A DISTANCE OF 256.40 FEET TO A CONCRETE MONUMENT FOUND ON THE NORTHEAST END OF A CORNER CLIP AT THE INTERSECTION OF SAID WEST RIGHT OF WAY LINE OF PASO DEL RIO DRIVE AND THE NORTH RIGHT OF WAY OF F.M. 1732, FOR A CORNER OF THE TRACT HEREIN DESCRIBED;

THENCE, SOUTH 51 degrees 43 minutes 37 seconds WEST, CONTINUING ALONG THE WEST LINE OF SAID LAS HACIENDAS AT RANCHO VIEJO SUBDIVISION, SAME BEING THE EAST LINE OF SAID 5.00 ACRE TRACT, ALONG SAID CORNER CLIP, A DISTANCE OF 35.36 FEET TO A CONCRETE MONUMENT FOUND ON THE NORTH RIGHT OF WAY LINE OF F.M. 1732, FOR A CORNER OF THE TRACT HEREIN DESCRIBED;

THENCE, SOUTH 06 degrees 43 minutes 37 seconds WEST, LEAVING THE NORTH RIGHT OF WAY LINE OF SAID F.M. 1732, A DISTANCE OF 60.00 FEET TO A POINT ON THE CENTER LINE OF SAID F.M. 1732, FOR THE SOUTHEAST CORNER OF SAID 5.00 ACRE TRACT AND SOUTHEAST CORNER OF THE TRACT HEREIN DESCRIBED ;

THENCE, NORTH 83 degrees 16 minutes 23 seconds WEST, ALONG THE CENTERLINE OF SAID F.M. 1732, SAME BEING THE SOUTH LINE OF SAID 5.00 ACRE TRACT, A DISTANCE OF 303.01 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED, CONTAINING A GROSS ACREAGE OF 2.53 ACRES, OF WHICH 0.42 ACRE IS WITHIN THE RIGHT OF WAY OF SAID F.M. 1732, LEAVING A NET ACREAGE OF 2.11 ACRES OF LAND, MORE OR LESS.



Jose Luis Lozano

H O M E L A N D
L A N D S U R V E Y I N G C O M P A N Y
P.O. BOX 598, OLMITO, TEXAS 78575
homelandsurveying@aol.com
CELL (956) 341-7683

METES AND BOUNDS DESCRIPTION
2.47 ACRES

BEING A TRACT OR PARCEL OF LAND CONTAINING 2.47 ACRES (107,716 Square Feet) more or less, OUT OF A CERTAIN 5.00 ACRE TRACT (Recorded in Volume 20186, Page 257, Official Records of Cameron County, Texas), SAME BEING OUT OF A CERTAIN 39.082 ACRE TRACT (Recorded in Warranty Deed with Vendor's Lien, recorded in document # 00035055, Official Records of Cameron County Deed Records), OUT OF CERTAIN 119.824 ACRE TRACT (described as 120.00 Acres), OUT OF A CERTAIN 1,229.83 ACRE TRACT CONVEYED TO VALLEY INN AND COUNTRY CLUB, INC. BY INSTRUMENT DATED 12/03/1971, (Cameron County Deed Records, Volume 922, Pages 881-883), IN SHARE 1, ESPIRITU SANTO GRANT, CAMERON COUNTY, TEXAS. SAID 2.47 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING AT A POINT ON THE WEST LINE OF LAS HACIENDAS AT RANCHO VIEJO SUBDIVISION (as recorded in Cabinet 1, Slot 2582-A, Map Records of Cameron County, Texas), SAME BEING THE NORTHEAST CORNER OF SAID 5.00 ACRE TRACT, FROM WHICH THE NORTHWEST CORNER OF SAID LAS HACIENDAS AT RANCHO VIEJO SUBDIVISION, BEARS NORTH 06 degrees 43 minutes 37 seconds EAST, A DISTANCE OF 1143.00 FEET;

THENCE, SOUTH 06degrees 43 minutes 37 seconds WEST, ALONG THE WEST LINE OF SAID LAS HACIENDAS AT RANCHO VIEJO SUBDIVISION, A DISTANCE OF 99.93 FEET, TO A CONCRETE MONUMENT FOUND ON THE NORTH RIGHT OF WAY LINE OF CANTEROS DRIVE (50 FEET OF RIGHT OF WAY), SAME BEING A CORNER OF SAID SUBDIVISION, AND ALSO BEING ON THE ARC OF A CURVE TO THE RIGHT, FOR A CORNER OF THE TRACT HEREIN DESCRIBED;

THENCE, IN A WESTERLY DIRECTION, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 2475.00 FEET, SAME BEING THE NORTH RIGHT OF WAY LINE OF CANTEROS DRIVE (50 FEET OF RIGHT OF WAY), AN ARC DISTANCE OF 55.00 FEET TO A CONCRETE MONUMENT FOUND, SAME BEING AN INTERIOR CORNER OF SAID SUBDIVISION, AND ALSO BEING A CORNER OF THE TRACT HEREIN DESCRIBED;

THENCE, SOUTH 06degrees 43 minutes 37 seconds WEST, THE WEST LINE OF SAID LAS HACIENDAS AT RANCHO VIEJO SUBDIVISION, ACROSS THE RIGHT OF WAY OF SAID CANTEROS DRIVE A DISTANCE OF 50.00 FEET, TO A CONCRETE MONUMENT FOUND ON THE AT THE NORRHWEST END OF A CORNER CLIP AT THE IN TERSECTION OF THE SOUTH RIGHT OF WAY LINE OF CANTEROS DRIVE AND THE WEST RIGHT OF WAY LINE OF PASO DEL RIO DRIVE (80 FEET OF RIGHT OF WAY), SAME BEING A CORNER OF SAID SUBDIVISION, FOR A CORNER OF THE TRACT HEREIN DESCRIBED;

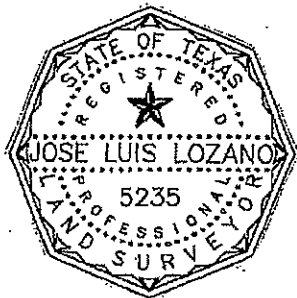
THENCE, SOUTH 37 degrees 44 minutes 03 seconds EAST, CONTINUING ALONG THE WEST LINE OF SAID LAS HACIENDAS AT RANCHO VIEJO SUBDIVISION, SAME BEING THE EAST LINE OF SAID 39.082 ACRE TRACT, AND ALONG SAID CORNER CLIP, A DISTANCE OF 21.41 FEET TO A CONCRETE MONUMNET FOUND ON THE SOUTHEAST END OF SAID CORNER

CLIP, SAME BEING ON THE WEST RIGHT OF WAY OF PASO DEL RIO DRIVE (80 FEET OF RIGHT OF WAY), FOR A CORNER OF THE TRACT HEREIN DESCRIBED;
THENCE, SOUTH 06 degrees 43 minutes 37 seconds WEST, CONTINUING ALONG THE WEST LINE OF SAID LAS HACIENDAS AT RANCHO VIEJO SUBDIVISION, SAME BEING THE EAST LINE OF SAID 5.00 ACRE TRACT AND SAID 39.082 ACRE TRACT, AND ALONG SAID WEST RIGHT OF WAY LINE OF PASO DEL RIO DRIVE, A DISTANCE OF 154.00 FEET TO A 1/2 INCH IRON ROD SET, FOR THE SOUTHEAST CORNER OF THE TRACT HEREIN DESCRIBED, FROM WHICH THE NORTHEAST END OF A CORNER CLIP AT THE INTERSECTION OF SAID PASO DEL RIO DRIVE AND F.M. 1732 (120 FEET OF RIGHT OF WAY), BEARS SOUTH 06 deg 43 min 37 sec WEST 256.40 FEET;

THENCE, NORTH 83 degrees 16 minutes 23 seconds WEST, ALONG A LINE PARALLEL TO THE NORTH LINE OF SAID 5.00 ACRE TRACT, AND NORTH LINE OF SAID 39.082 ACRE TRACT, A DISTANCE OF 328.01 FEET TO A 1/2 INCH IRON ROD SET ON THE WEST LINE OF SAID 5.00 ACRE TRACT, FOR THE SOUTHWEST CORNER OF THE TRACT HEREIN DESCRIBED;

THENCE, NORTH 06 degrees 43 minutes 37 seconds EAST, ALONG THE WEST LINE OF SAID 5.00 ACRE TRACT, PARALLEL TO THE WEST LINE OF SAID LAS HACIENDAS AT RANCHO VIEJO SUBDIVISION, A DISTANCE OF 316.86 FEET TO A 1/2 INCH IRON ROD FOUND AT THE NORTHWEST CORNER OF SAID 5.00 ACRE TRACT, FOR THE NORTHWEST CORNER OF THE TRACT HEREIN DESCRIBED;

THENCE, SOUTH 83 degrees 16 minutes 23 seconds EAST, ALONG THE NORTH LINE OF SAID 5.00 ACRE TRACT, AND PARALLEL TO THE NORTH LINE OF SAID 39.082 ACRE TRACT, A DISTANCE OF 313.01 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED, CONTAINING A 2.47 ACRES OF LAND, MORE OR LESS.



A handwritten signature in black ink, appearing to read "Jose Luis Lozano". The signature is written in a cursive style with large, sweeping loops.

8. 2020 Census Overview by Sylvia Garza-Perez, Cameron County Clerk

What is different about the 2020 Census?

With a little over a year and 2 months, the 2020 Census will be here. This census is different than any other because it will be Technology Driven. Citizens will have to call in to participate or complete the census online. No more knocking on the door. No more forms will be mailed.

- Respond via online
- Respond by calling in
- Response and participation results will be ready available per community to help identify those who have not participated
- Kick-off 03/23/2020
- Ends 07/2020
- Area Census Offices Close Late August 2020 through September 2020
- December 31, 2020 Deliver Census Count to the President

What do you know about your community?

- Estimated population of Cameron County 432,000
- Medium age is 31
- Households on average consists of 4
- 31% of the population was estimated to be in poverty as a result of the 2010 Census.

How do these Demographics present a challenge to a successful census?

- On average Texas receives over \$43 billion dollars per year based on Decennial Census.
- Per capita allocation totals \$1578

Example:

- A household of 6 x \$1578 = \$9468
- Over a 10 year period that \$9468 = \$94,680

With a population of approximately 432,000 you can imagine the loss to the county.

What are the types of areas and/or populations are there in your community that may be a challenge to get them to participate in the census?

Those individuals that rent often times do not participate in the census, new immigrants afraid of repercussion of immigration status, those with language barriers, lack of internet access and not understanding the importance of participating.

Cameron County is currently joining other counties and other states in the lawsuit to remove questions pertaining to immigration/citizenship status.

How can the Cameron County Complete Count Committee assist the Census Bureau in getting a complete and accurate count in low response areas and/or populations in your community?

Collaborating with the many municipalities across Cameron County, partnering with business partners, partnering with Faith Based community members, reaching out to Education partners, build community teams that can work together to reach members in each municipality.

9. Consideration/Action on an Election Equipment Lease Agreement with Cameron County

THE STATE OF TEXAS §

CAMERON COUNTY §

LEASE AGREEMENT

ELECTION EQUIPMENT

This Lease is made and entered into this January 29th, 2019 by and between Cameron County, hereinafter called "Lessor", and the Town of Rancho Viejo, hereinafter called "Lessee".

In the consideration of the mutual covenants and agreements herein set forth, and other good and valuable consideration, Lessor does lease to Lessee One, (1) Automark(s) (Voter Assist Terminals), version 1.8.6.1 at \$540.00 each, Two (2) DS200 Scanner (precinct counter) version 2.12.2.0 at \$595.50 for each day of use, hereinafter called "Equipment".

I.

Terms

The term of this Lease shall be for the period of April 22nd, 2019 through May 4th, 2019 consisting of the early voting and Election Day period as related to the May 4, 2019 Election. The Lessee agrees to make arrangements to pick up the leased equipment on April 18th, 2019 at 10:30 a.m. at the County Elections Warehouse, 1006 E. Monroe St., Brownsville, Texas from the Lessor. At the end of the lease, the Lessee agrees to deliver the leased equipment in its original condition to the County Elections Warehouse, 1006 E. Monroe St., Brownsville, Texas by 10:30 a.m. on May 10th, 2019 same date being the expiration of the lease. The Lessee will make own arrangements to pick up and also deliver the equipment from and to Lessor.

Delivery of the equipment past three (3) working days of the canvass date will incur a penalty of 10% of the total lease amount under Section II, Consideration

II.

Consideration

In consideration for the use of the equipment, Lessee agrees to pay the sum of one thousand seven hundred thirty-one dollars and no cents (\$1,731.00). This Equipment Lease excludes any additional services such as programming for equipment, ballot layout, ballot production, etc. These services are available through Election Systems & Software, designated authorized vendor certified by the Secretary of State's Office, and are the responsibility of the Lessee. This agreement is intended to cover only the leasing of the voting equipment and any additional work on or testing or programmed equipment is the sole responsibility of the Lessee. If the County Elections Office is requested to deliver the leased equipment to the lessee at their locations and, or pick up the leased equipment from the lessee at their locations, the county may charge \$15.00/hr with a minimum of 2 hours and mileage at .545/mile for both delivery and/or pick up.

III.

Maintenance

Lessee agrees and covenants to keep and maintain in good repair all equipment during the term of this lease. In the event that any repairs are necessary due to negligence by Lessee, Lessee agrees to utilize the Elections Systems & Software Company to provide the repair service and to pay for any repairs.

IV.
Improvements and Major Repairs

Lessee may not make any alterations, additions or improvements to the equipment.

V.
No Partnership

This Lease shall not give rise to a partnership relationship between the parties hereto. Neither party shall have the authority to bind the other without its written consent.

VI.
Indemnification

Lessee agrees and covenants to indemnify and hold Lessor harmless against any and all claims, demands, damages, costs, and expenses, including reasonable attorney fees for the defense, thereof, arising from the conduct or management of Lessee's business or its use of the equipment. In the event that any action or proceeding is brought against Lessor by reason of any of the above, Lessee further agrees and covenants to defend the action of proceeding by legal counsel acceptable to Lessor.

VII.
No Assignment or Sublease

Lessee may not assign this Lease without the prior written consent of Lessor.

VIII.
Notices

All notices to Lessor shall be sent by certified or registered mail, addressed to: Cameron County Elections Department, P.O. Box 3587, Brownsville, Texas 78523, or at such other address as the County may otherwise designate. All Notices to leases shall be sent or certified or registered mail, addressed to: Fred Blanco, Town Administrator, Rancho Viejo, or at such other address as lessee may otherwise designate in writing.

IX.
Breach

If Lessor or Lessee fail to carry out any provision of this Lease, the other party shall have the right to terminate this Lease with three (3) days written notice, hand delivered to the other party.

X.
Entire Agreement – Amendment

This Lease shall constitute the entire understanding of the parties hereto with respect to the subject matter hereof, and no amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

XII.
Law Governing Venue

This Lease shall be governed by and construed in accordance with the laws of the State of Texas, and the obligations and undertaking of each of the parties to this lease shall be performable in Cameron County, Texas.

IN WITNESS WHEREOF, the undersigned Lessor and Lessee hereto executed this Lease as of the day and year above written.

LESSOR:

LESSEE:

County Elections/Voter Registration Office

Town of Rancho Viejo Fred Blanco Town Administrator



Remi Garza, Elections Administrator

By: _____

2/6/19

Date

Date

10. Consideration/Action on Resolution on Appointment of Election Judges, Appointment of Early Voting Ballot Board, and Rate of Pay for Election Judges

RESOLUTION NO.

A RESOLUTION ON APPOINTMENT OF ELECTION
JUDGES, APPOINTMENT OF EARLY VOTING BALLOT
BOARD, AND RATE OF PAY FOR ELECTION JUDGES

WHEREAS, an election has been ordered for the purpose of voting for one (1) Mayor and two (2) Aldermen for a two year term for the Town of Rancho Viejo, Texas on May 4, 2019.

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

Section 1. The following named persons are hereby appointed as officers of said election, to wit:

Silvia Leyendecker
Presiding Judge

Rita Conde
Alternate Presiding Judge

and Rosalinda Tijerina, Clerk to assist in holding said election, and said presiding judge shall be paid \$10.00 per hour and said alternate presiding judge and clerk shall be paid \$8.00 per hour.

Section 2. The Early Voting Ballot Board shall be appointed as follows: Esiquio (Zeke) Luna, Presiding Judge, Andrea Luna, Alternate Presiding Judge, and Janie Alvarado, Clerk. Said Early Voting Ballot Board shall serve as the central counting station for the early voting electronic system ballots. Said presiding judge shall be paid \$10.00 per hour and said alternate presiding judge and clerk shall be paid \$8.00 per hour.

PASSED, ADOPTED AND APPROVED this the 12th day of March, 2019.

Town of Rancho Viejo

Cyndie Rathbun, Mayor

ATTEST:

Fred Blanco, Town Secretary

11. Human Resources Committee Update – Aldерwoman Grace Salinas

12. Keep Rancho Viejo
Beautiful Presentation on
Spring Forward Family Festival
on Saturday, April 13, 2019,
9:00 AM to 12:00 PM - Maria
Garza, Chairperson

13. Mural Committee

Presentation on Ribbon Cutting
on Completed Mural with
Dignitaries on April 6, 2019 at
10 AM –Mayor Pro Tem Bitty
Truan, Chairperson

14. Report by the Strategic Planning Committee to the Board of Aldermen

- To Create an Ordinance to Regulate Short Term Rental through Agencies
 - Cell Phone and Internet Signal Booster also known as Small Cell Nodes Update – Alderman David Tumlinson
 - To Create Roadway Calming Mechanisms Such as Rumble Strips, Stencil Markings, and/or Speed Humps in Areas Prone to Accidents/Speeding such as Curves and 15mph Zones
-

15.Consideration/Action on
Agreement to Designate
Valley Wide Auction
Services to Provide
Auctioneering Services for
the Town of Rancho Viejo

Proposal / Agreement

Auctioning Services

For the Town of Rancho Viejo

1. **Service Proposed:** Valley Wide Auction Services, LLC (VWAS) proposes to provide the Town of Rancho Viejo (Town) with auction sales services.
2. **Auction Sales Services:** \$100.00 flat fee per car. 10% on miscellaneous.
3. **Fees:** VWAS will waive storage fee to the Town. Only pre authorized fees for services will be charged to the Town. Fees due will be deducted from the proceeds of the vehicles when sold. If selling price do not cover the services, VWAS will bill the Town separately and handle on a case by case basis as this is not expected to be a routine issue.
4. **Agreement Fundamentals:** The spirit and intent of the Proposal/Agreement between Valley Wide Auction Services, LLC (VWAS) and the town of Rancho Viejo is to establish a formal understanding of services being offered by VWAS and consumed by the Town, and to arrive at a mutually beneficial Agreement wherein both parties' interests are taken into consideration.
5. **Agreement Recitals:**

Therefore, in consideration of the premises and the covenants set forth in the Agreement, VWAS and the Town hereby agrees as follows:

 - (a) The Town may at any reasonable time examine VWAS's records pertaining to the assignment and matters referred to VWAS by the Town; including a request for updates and status reports.
 - (b) VWAS shall notify the Town on a regular scheduled basis, as agreed to with the Town, on status inventories and relevant upcoming sale activities for the Town.
 - (c) VWAS shall be and stand in the relationship of an independent contractor and shall exercise sole authority over the method and manner of performance of its services under this Agreement. VWAS and the Town acknowledge that this Agreement does not create a general agency, joint venture, partnership employment relationship or franchise between them. VWAS shall not represent itself to be the Town, an affiliated entity of the Town or an Agency of the Town.
6. **Confidentiality and rights to Privacy:** VWAS recognizes that by virtue of its relationship with the Town VWAS may acquire date, material and information with regard to the Town that generally is not known to the public, and VWAS acknowledges that such information constitutes a valuable, special and unique asset to the Town. VWAS shall treat and maintain all such information as the confidential property of the Town, shall not use any such information (except

in the course of providing services hereunder) in any form of manner, and shall not disclose any such information to any third party, in whole or in part. VWAS shall restrict the custody, possession, knowledge, compilation, preparation and use of such confidential information to its employee and agents who are directly involved with the services provided under the Agreement. VWAS shall have, in place, systems and procedures to secure, protect, store, and destroy sensitive documents being handled in connection with the services and obligations stipulated under the Agreement.

7. **Indemnity and Hold Harmless:** VWAS agrees to indemnify, defend and hold harmless the Town and its employees, agents and attorneys, from and against any and all damages, losses, expenses, claims, suits or action relating to or arising from (i) VWAS breach of any term or condition of this Agreement, (ii) the activities of VWAS or its agents, attorneys or employees in performing services under this Agreement, or (iii) VWAS's conduct of its business.

The Town agrees to indemnify, defend and hold harmless VWAS and its employees, agents, attorneys, from and against any and all damages, losses, expenses, claims, suits, or actions, relating to or arising from (i) the Town's breach of any term or condition of the Agreement, of (ii) inaccurate or erroneous information provided to VWAS by the Town with regard to a matter referred to VWAS by the Town, to the extent such damages, losses, expensed. Claims, suits or actions are caused by (i) or (ii) of the Paragraph.

8. **Proceeds:** VWAS will remit the proceeds from the sale, less any fees for service requested by the Town, if any, within 15 business days from date the buyer submits full payment for the item(s).
9. **Title:** The Town warrants that the Town is the rightful owner of the vehicles(s) and /or has the legal right to sell the vehicle(s). The Town shall provide VWAS with sufficient documentation to support the status of each vehicle to include impound, seized, confiscated, or similar legal status. VWAS shall work closely with the Town in order to mutually establish proper documentation guidelines to meet legal requirements.
10. **Reserve:** The Town has, at their discretion, the right to place a reserve amount on a particular vehicle and must submit in writing (email) to VWAS within 72 hours prior to the sale.

General agreement, Terms , and Conditions:

- (a) The effective commencement date of the Agreement between Valley Wide Auction Services, LLC and the Town of Rancho Viejo shall start on the _____ day

- of _____, 2019 and continue thereafter for a period of 12 months whereby this agreement shall terminate. This agreement may be extended by a written extension signed by all parties hereto and approved by the Board of Alderman of the Town.
- (b) This Agreement may be terminated by either party upon the delivery of a thirty (30) days written notice to the other party at the address set forth below.
 - (c) The agreement shall be constructed under and in accordance with the Laws of the State of Texas.
 - (d) Wherever the context shall so require, all words herein referring to the male gender shall be deemed it include the female or neuter gender, and vice versa: all singular words shall include the plural and all plural words shall include the singular.
 - (e) The Agreement constitutes the entire agreement of the parties and supersedes all prior negotiations, commitments, representations and undertaking of the parties with respect to the subject matter hereof.
 - (f) All notices, demands, request or communications required or permitted hereunder shall be in writing and shall be (i) personally delivered against a written receipt therefore, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the address set forth notice delivered in accordance herewith. Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the notices under this agreement shall be sent to:

Town of Rancho Viejo
Mayor Cyndie Rathbun
3301 Carmen Ave
Rancho Viejo, TX 78575

Valley Wide Auction Services, LLC
Mr. Jesse Ramirez
9169 W. Bus 83
Harlingen, TX 78575

- (g) If any one or more of the provisions contained in the Agreement for any reason are held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect other provisions hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.
- (h) This agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which constitute an agreement, and the signatures of any part to any counterpart shall be deemed to be signature to, and may be appended to, any other counterpart.
- (i) No amendment, modification or alternation of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the parties hereto.
- (j) No waiver by the parties hereto of any default or breach of any term, condition or covenant of the Agreement shall be deemed to be waived of any other breach of the same or any other term, condition or covenant herein.

- (k) The proper venue for any legal or equitable proceeding arising under this Agreement shall be in Cameron County, Texas.
- (l) By use of our Authorized, Signature/hereby agree to the Terms and Rules of Valley Wide Auction Services. Auction assumes no responsibility nor guarantees the accuracy of the Odometer Reading, Year, Make, Model, or condition of any vehicle. Satisfy yourself before bidding. All vehicles are: SOLD AS IS. Rancho Viejo has the right to add or remove any vehicles from the auction at any time.

Execution:

This Agreement is entered into by and between the Town of Rancho Viejo and Valley Wide Auction Services, LLC (VWAS).

Executed as of _____ day of _____, 2019.

VWAS

By: _____

Jesse Ramirez, Owner

Town of Rancho Viejo

By: _____

Cyndie Rathbun, Mayor

VALLEYWIDE AUCTION SERVICES, LLC
Auctioneer: Jesse Ramirez, Lic#12569
956-778-7525
Licensed & Bonded
E-Mail: valleywideauctionservices@gmail.com
Website: www.valleywideauctionservices.com

PERSONAL PROPERTY AUCTION CONTRACT
Agreement for sale of Personal and Chattel Property by Auction

Agreement made this _____ day of _____, 2019 between Town of Rancho Viejo
3301 Carmen Avenue
Of Rancho Viejo, Tx 78575, hereafter
called Seller, and Valley Wide Auction Services, LLC 9169 W. Bus 83 Harlingen, Tx 78552, hereafter
called Auctioneers.

The seller hereby agrees to use his professional skill, knowledge, and experience to the best advantage of both parties in preparing for and conducting the sale.

The seller hereby agrees to turn over and deliver to the auctioneers, to be sold at public auction the item listed below and on the reverse side attached sheets. No item shall be sold or withdrawn from the sale prior to the auction except by mutual agreement between seller and auctioneer. If item is sold or withdrawn auctioneer shall receive full commission on the item. See attachment on the other page.

The auction is to be held at _____
on the _____ day of _____, 2019. And in case of postponement because of inclement weather, said auction will take place on later date agreed to by both parties.

It is mutually agreed that all said goods be sold to the highest bidder, with the exception of items specified by the seller in writing to be protected. It is further mutually agreed that the auctioneer may deduct their fee at set rate below from the gross sale receipts resulting from said auction sale. The auctioneer agrees to turn net proceeds from sale over to seller along with sale records and receipts. The seller agrees that all expenses incurred from the advertisement, promotion, and conduction of said auction shall be first paid from the proceeds realized from said auction before the payment and satisfaction of any liens or encumbrances. The seller covenants and agrees that he has good title and right to sell, and said good are free from all encumbrances except as follows:
(if none WRITE NONE) _____

Item	Mortgage or Lien Holder	Address	Approximate Unpaid Balance
_____	_____	_____	_____
_____	_____	_____	_____

Seller agrees to provide merchantable title to all items sold and deliver title to purchasers. Seller agrees to hold harmless, the auctioneers against any claims of the nature to in this contract.

Seller agrees to pay sale expenses including:

Auctioneer 's Fees 0
Clerk's Fee 0
Cashier's Fee 0
Other Personnel 0
Advertising 0
Other _____

(X) _____

(X) _____
(Seller's Signature Telephone)

(X) 
(Auctioneer's Signature)

9169 W. Bus 83 Harlingen, Tx 78552
(Address)

(X) _____
(Seller's Address)

956-778-7525
(Telephone)

(X) _____
(Seller's Social Security No. or FED ID NO)

Sales Fee

Vehicles \$100 per vehicle flat fee

10% on Miscellaneous (excluding cars)

FREE BEVERAGES (WATER & SODAS)

FREE FOOD

FREE SNACKS FOR ALL CUSTOMERS

ADVERTISING

ALL VALLEY WIDE NEWS PAPERS

VIA TEXTING OVER 1,000 CUSTOMERS, OVER 3000 FLYERS DISTRIBUTING VALLEYWIDE

MARKETING CALLS TO OVER 1,500 CUSTOMERS

BONDED AND LICENSED BY THE STATE OF TEXAS

ADDITIONAL \$1 MILLION DOLLAR INSURANCE TO: **THE CITY OF RANCHO VIEJO**

FIDELITY OR DISHONESTY BOND

CRIMINAL BOND

LETTERS OF RECOMMENDATIONS

16. February 2019 Police Report - Police Chief

RANCHO VIEJO POLICE DEPARTMENT

MONTHLY STATISTICAL REPORT

MONTH OF: February 2019

	<u>CRIMINAL VIOLATION</u>	<u>CURRENT</u>	<u>PRIOR</u>	
I	THEFT	3	2	
	20 Blk Alvarado stolen trash can			
	1000 Blk Tesoro stolen trash can			
	1100 Blk Tesoro 2 stolen palm trees			
	CRIMINAL MISCHIEF	1	1	
	800 Blk Tesoro involving swimming pool lights			
	HARRASSMENT/ STALKING	1	0	
	3500 Blk Carmen husband harrassing wife			
	RUNAWAY	1	0	
	300 Blk Bolivar Juvenile Runaway			
	TOTAL	6	3	
II	<u>MISCELLANEOUS INCIDENTS</u>			
	CIVIL MATTER	3	4	
	1500 Blk Santa Ana husband-wife dispute			
	2300 El Dorado civil dispute over pay-pal account			
	1300 Blk Tesoro lost Military ID card			
	VEHICLE ACCIDENTS	1	0	
	60 Blk Pizarro minor accident-backed without safety			
	DOMESTIC DISPUTE	2	1	
	100 Blk Canteros, verbal dispute between husband/wife			
	400 Blk Balboa, dispute between brother and sister			
	FALSE 911 CALL	1	0	
	700 Blk Zapata, false call in the area.			
	TOTAL	7	5	
III	<u>CRIMINAL ARREST</u>			
	ADULT OFFENDER	4	0	
	2 adults arrested for Burglary of Habitation			
	1 adult arrested for Driving While Intoxicated			
	1 adult arrested for Public Intoxication			
	JUVENILE OFFENDER	2	0	
	2 Juveniles arrested for Burglary of Habitation			
	TOTAL	6	0	
IV	<u>VEHICLE TRAFFIC INFRACTION</u>			<u>YTD</u>
	WRITTEN CITATIONS	17	31	48
	WRITTEN WARNINGS	15	32	47
	TOTAL	32	63	95
V	<u>MUNICIPAL ORD. INFRACTION</u>			
	WRITTEN CITATIONS	1	1	
	WRITTEN WARNINGS	0	0	
	TOTAL	1	1	
VI	<u>POLICE</u>			
	MILEAGE			
	PATROL	4,569	5,400	
	WARRANTS / C.I.D.	1,566	1,517	
	O.P.S.G. / BORDER STAR (GRANT)	463	0	

17. Public Comment

18. Adjourn