



NOTICE OF A PUBLIC MEETING
TOWN OF RANCHO VIEJO
BOARD OF ALDERMEN
REGULAR MEETING
NOVEMBER 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 NOVEMBER 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. Approval of Minutes –Regular Meeting October 15, 2019
5. Reindeer Run Announcement– Saturday, December 7, 2019
6. 5th Annual Christmas Golf Cart & Bike Parade Announcement – Sunday, December 15th at 5:00 P.M.
7. Street Rehabilitation Project Phase 1B Update
 - Ambiotec – Vicente Mendez
 - RM Walsdorf Construction– Richard Ocañas
 - Pederson Construction – Jon Pederson
 - Valley MUD – Scott Fry
8. Public Comment
9. Presentation/Discussion by Republic Services on New Contract for Solid Waste, Brush, and Bulk and Commercial Services for the Town of Rancho Viejo
10. Consideration/Action of New Contract for Solid Waste Collection and Brush Removal and Authorize Mayor to Sign Contract
11. Consideration/Action on An Ordinance of The Town Of Rancho Viejo, Texas Amending Chapter 46, "Solid Waste" By Amending Section 46-30, Pertaining To Franchise Holders, Providing For The Payment Of A Franchise Fee Based On Gross Receipts, Providing For An Effective Date, And Publication In Caption Form
12. Consideration/Action to Pass a Resolution to Nominate and Vote for Cameron Appraisal District Director and Submit the Resolution and Ballot to the Cameron Appraisal District before December 15, 2019
13. Consideration/Action of Interlocal Cooperation Contract for the Failure to Appear Program
14. September 2019 Financial Report - Town Administrator
15. October 2019 Police Report - Police Chief
16. Public Comment
17. 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 REGULAR 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 November 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 Eunice Salinas

Alderman Grove

Alderwoman Guerrero

Alderwoman Salinas

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. Approval of Minutes-
Regular Meeting October 15, 2019

MINUTES OF A REGULAR MEETING
TOWN OF RANCHO VIEJO
October 15, 2019

A REGULAR MEETING of the BOARD OF ALDERMEN of the TOWN OF RANCHO VIEJO, TEXAS, was held on, October 15, 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 Cyndie Rathbun at 6:02 p.m.

2. ROLL CALL

Roll Call was made by Eunice Salinas, Assistant Town Secretary. Members present at the meeting were:

Mr. Craig Grove
Ms. Grace Salinas
Mr. Javier Vera
Mr. David Tumlinson

Those absent were:
Mrs. Maribel Guerrero

A quorum was present at the meeting.

Legal Counsel Daniel Rentfro Jr. and Town Administrator Fred Blanco were also present.

Those present in the audience were:

| | | | |
|--------------------|------------------------------------|-----------------------|------------------------|
| Daniel Lucio (AEP) | Omar Rodriguez (Republic Services) | Michael Morgan (USDA) | Chief M. Cruz Jr. |
| Christina Trejo | Officer Roel Cantu | Anthony DePonce | Attorney Peter Ferraro |

3. INVOCATION AND PLEDGE

Aldерwoman Salinas led the group in the invocation and the pledge of allegiance to the American and Texas flag.

4. PUBLIC COMMENTS

Motion to open public comment was made by Alderman Grove, seconded by Alderwoman Salinas, and carried unanimously.

There were no public comments.

Motion to close public comment was made by Alderman Grove, seconded by Alderwoman Salinas and carried unanimously.

5. APPROVAL OF MINUTES- REGULAR MEETING SEPTEMBER 10, 2019

Motion to approve the minutes of September 10, 2019 was made by Alderman Tumlinson, seconded by Alderwoman Salinas and carried unanimously.

6. ANNOUNCEMENT – REINDEER RUN – SATURDAY, DECEMBER 7, 2019

Roselyn Diaz of Valley Trophy Service announced the Town of Rancho Viejo's second annual Reindeer Run.

7. ANNOUNCEMENT – FALL SWEEP CLEANUP - SATURDAY, OCTOBER 19, 2019 FROM 9:00 A.M. TO 12:00 P.M.

Mayor Rathbun announced the Fall Sweep Clean up event on Saturday, October 19, 2019 from 9:00 a.m. to 12:00 p.m.

8. AEP ANNOUNCEMENT ON DONATION FOR BEAUTIFICATION IMPROVEMENTS – DANIEL LUCIO, AEP REPRESENTATIVE

Daniel Lucio, AEP Representative presented a check for \$1000.00 to the Town of Rancho Viejo for beautification improvements on behalf of AEP.

9. USDA ANNOUNCEMENT ON PEST ALERT (CITRUS CANCER) – MICHAEL MORGAN, PLANT HEALTH SAFEGUARDING SPECIALIST

Michael Morgan, USDA Plant Health Safeguarding Specialist informed the Board of Aldermen and the public of a citrus canker affecting citrus plants in Rancho Viejo and in neighboring towns/cities.

10. PUBLIC HEARING ON REZONE REQUEST FROM 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, TO REZONE 9.75 ACRES FROM RECREATIONAL DISTRICT TO BUSINESS DISTRICT AND 11.35 ACRES FROM RECREATIONAL DISTRICT TO MULTI-FAMILY DISTRICT

Motion to open public hearing was made by Alderman Grove, seconded by Alderman Tumlinson, and carried unanimously.

There were no comments during public hearing.

Motion to close public hearing was made by Alderman Grove, seconded by Alderwoman Salinas and carried unanimously.

11. DISCUSSION/ACTION ON REZONE REQUEST FROM 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, TO REZONE 9.75 ACRES FROM RECREATIONAL DISTRICT TO BUSINESS DISTRICT AND 11.35 ACRES FROM RECREATIONAL DISTRICT TO MULTI-FAMILY DISTRICT

Motion to approve subject to a re-plat on the properties was made by Alderman Grove, seconded by Alderman Vera and carried unanimously.

12. PUBLIC HEARING ON REZONE REQUEST FROM MONICA HOLDINGS, LTD, CONCERNING 2.53 ACRES AND 2.47 OF LAND OUT OF SHARE 1 ESPIRITU SANTO GRANT, AT THE CORNER OF FM 1732 AND PASO DEL RIO DRIVE, TO REZONE 2.53 ACRES FROM RECREATIONAL DISTRICT TO BUSINESS DISTRICT AND 2.47 ACRES FROM RECREATIONAL DISTRICT TO MULTI-FAMILY DISTRICT

Motion to open public hearing was made by Alderman Grove, seconded by Alderwoman Salinas, and carried unanimously.

There were no comments during public hearing.

Motion to close public hearing was made by Alderman Grove, seconded by Alderwoman Salinas and carried unanimously.

13. DISCUSSION/ACTION ON REZONE REQUEST FROM MONICA HOLDINGS, LTD, CONCERNING 2.53 ACRES AND 2.47 OF LAND OUT OF SHARE 1 ESPIRITU SANTO GRANT, AT THE CORNER OF FM 1732 AND PASO DEL RIO DRIVE, TO REZONE 2.53 ACRES FROM RECREATIONAL DISTRICT TO BUSINESS DISTRICT AND 2.47 ACRES FROM RECREATIONAL DISTRICT TO MULTI-FAMILY DISTRICT

Motion to rezone Lot 1 Block 1 to a business district and Lot 2 Block 1 to a multi-family district was made by Alderman Tumlinson, seconded Alderman Grove and carried unanimously.

14. PRESENTATION/DISCUSSION BY REPUBLIC SERVICES ON CONTRACT EXTENSION FOR SOLID WASTE, BRUSH, AND BULK AND COMMERCIAL SERVICES FOR THE TOWN OF RANCHO VIEJO

Omar Rodriguez, AEP Municipal Services Manager, presented information based on inquiries made by the Board in the September 10, 2019 meeting.

15. CONSIDERATION/ACTION OF EXTENSION OF CONTRACT FOR SOLID WASTE COLLECTION AND BRUSH REMOVAL AND AUTHORIZE MAYOR TO SIGN CONTRACT

Motion to table the approval for a three year extension was made by Alderman Grove, seconded by Alderman Tumlinson and carried unanimously.

The Board requested that Republic Services draft a new contract.

Motion to extend the Republic Service Solid Waste Collection and Brush Removal contract for 30 days was made by Alderman Grove, seconded by Alderman Tumlinson and carried unanimously.

16. STREET COMMITTEE REPORT

Town Administrator Fred Blanco advised the Board of the updates on street improvements in Rancho Viejo and noted that the public has been alerted about said updates.

17. SEPTEMBER 2019 POLICE REPORT - POLICE CHIEF

Rancho Viejo Police Officer Roel Cantu went over the items of the September 2019 Police Report.

18. PUBLIC COMMENT

There were no public comments.

19. EXECUTIVE SESSION: PURSUANT TO THE FOLLOWING SECTION OF THE TEXAS GOVERNMENT CODE:
SECTION 551.074 TO CONSIDER THE REAPPOINTMENT, EMPLOYMENT, EVALUATION, OR DUTIES OF THE
TOWN ADMINISTRATOR AND TO CONSIDER A NEW PROPOSED CONTRACT FOR THE TOWN
ADMINISTRATOR

Motion was made by Alderman Vera, seconded by Alderwoman Salinas and carried unanimously to adjourn into executive session at 7:25 p.m.

20. POSSIBLE ACTION ON MATTERS DISCUSSED IN EXECUTIVE SESSION

Regular meeting reconvened at 8:11 p.m.

Motion to renew the contract for Town Administrator Fred Blanco for 14 months ending 12/31/2020 was made by Alderman Grove, seconded by Alderman Tumlinson and carried unanimously.

21. ADJOURN

The Board of Aldermen meeting was adjourned at 8:13 p.m.

BY: _____

Fred Blanco, Town Administrator

APPROVED: _____

Cyndie Rathbun, Mayor

DATE: _____

5. Announcement – Reindeer Run – Saturday, December 7, 2019

6. Announcement – 5th Annual
Christmas Golf Cart & Bike
Parade- Sunday, December 15,
2019 5:00 P.M.

7. Street Rehabilitation Project Phase 1B Update

- ~ Ambiotec- Vicente Mendez
 - ~ RM Walsdorf Costruction-
Richard Ocañas
 - ~ Pederson Construction-
Jon Pederson
 - ~ Valley MUD- Scott Fry
-

8. Public Comment

9. Presentation/Discussion of Republic Services on New contract for Solid Waste, Brush, and Bulk and Commercial Services for the Town of Rancho Viejo

10. Consideration/Action of New Contract for Solid Waste collection and Brush Removal and Authorize Mayor to Sign Contract

11. Consideration/Action on
an Ordinance of The Town of
Rancho Viejo, Texas Amending
Chapter 46, "Solid Waste" By
Amending Section 46-30,
Pertaining To Franchise
Holders, Providing For The
Payment Of A Franchise Fee
Based On Gross Receipts,
Providing For An Effective
Date, And Publication In
Caption Form

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF RANCHO VIEJO, TEXAS AMENDING CHAPTER 46, "SOLID WASTE" BY AMENDING SECTION 46-30, PERTAINING TO FRANCHISE HOLDERS, PROVIDING FOR THE PAYMENT OF A FRANCHISE FEE BASED ON GROSS RECEIPTS, PROVIDING FOR AN EFFECTIVE DATE, AND PUBLICATION IN CAPTION FORM

WHEREAS, for the health, safety, and welfare of the resident of the Town of Rancho Viejo, Texas, an ordinance regulating collection of solid waste has been enacted and codified in Chapter 46 of the Town of Rancho Viejo Code of Ordinances; and

WHEREAS, the Board of Aldermen deem it to be in the best interests of the Town to revise the provisions for granting of a franchise and authorization of a franchise fee.

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

Section 1: Section 46-30, "Prohibited parking and/or storage" is amended to read as follows:

It shall be unlawful for persons, corporations or agencies to operate a garbage and trash removal service within the town limits unless they have obtained a franchise from said town for this purpose, except those persons or corporations that already have been collecting garbage or trash within the town may continue to do so without the grant of a franchise. The Franchisee shall pay quarterly to the Town a franchise fee in an amount equal to _____ percent of all fees collected from customers pursuant to the franchise derived during the preceding quarter from or in connection with the operation of its waste hauling service within the Town pursuant to this Chapter.

Section 2: The Code of the Town of Rancho Viejo, as amended, shall remain in full force and effect, save and except as amended by this ordinance.

Section 3: Any fines or penalties imposed by the Code of the Town of Rancho Viejo for violation of Chapter 46, shall continue to apply to Sections 46-30.

Section 4: If any section, paragraph, sentence, clause, phrase, or word of this ordinance is declared unconstitutional or invalid for any purpose, the remainder of this ordinance shall not be affected thereby and to this end the provisions of this ordinance are declared to be severable.

Section 5: It is hereby found and determined that the meeting at which this ordinance was passed was open to the public, as required by Chapter 551 of the Texas Government Code, and that advance public notice of the time, place, and purpose of said meeting was given.

Section 6: This ordinance shall be published and become effective in accordance with state law.

Section 7: All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed to the extent of the conflict.

PASSED, ADOPTED, AND APPROVED on this 12th day of November 2019.

Cyndi Rathbun, Mayor

ATTEST:

Fred Blanco, Town Administrator

12. Consideration/Action to
Pass a Resolution to Nominate
and Vote for Cameron
Appraisal District Director and
Submit the Resolution and
Ballot to the Cameron County
Appraisal District before
December 15, 2019

CAMERON APPRAISAL DISTRICT

Richard Molina - Chief Appraiser
P.O. Box 1010, 2021 Amistad Dr.
San Benito, TX 78586-1010
www.cameroncad.org
(956) 399-9322
(956) 541-3365
(956) 428-8020
Fax (956) 399-6969



MEMBERS OF THE BOARD
Vicente Mendez, **Chairman**
David Garza, **Vice-Chairman**
David Argabright, **Secretary**
Gloria Casas
Alta Monroe
Ricardo Morado
Laura Perez-Reyes
Jesse Villarreal
Gilbert Weaver
Tony Yzaguirre, Jr.

October 18, 2019



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

Dear Mayor Rathbun:

The enclosed ballot has been prepared listing all nominees submitted by the fifteen (15) jurisdictions (cities/towns) represented by Position 9 on the Cameron Appraisal District Board of Directors. The governing body of each taxing unit entitled to vote shall determine its vote by resolution. I have included a SAMPLE resolution with this letter. **Please mark your ballot and return the ballot and resolution to the appraisal district before December 15, 2019.** Once the votes have been tabulated, you will be notified of the results.

Sincerely,

Richard Molina, RPA
Chief Appraiser

RM/ls

cc: Mr. Fred Blanco

CAMERON APPRAISAL DISTRICT

BOARD OF DIRECTORS

VOTING BALLOT

LET IT BE KNOWN THAT THE _____
Taxing Unit

DOES HEREBY CAST ITS VOTE AS INDICATED IN THE BALLOT BELOW:

CANDIDATES FOR POSITION NINE

- ☐ Ricardo Morado
- ☐ Alan Ozuna
- ☐ Rene Villafranco
- ☐ David Woolverton

EACH JURISDICTION IS ALLOWED ONLY ONE VOTE
BALLOTS MUST BE RETURNED TO CAMERON APPRAISAL DISTRICT BEFORE
DECEMBER 15, 2017

BY: _____
Mayor

City Secretary

RESOLUTION NO.

WHEREAS, the Town of Rancho Viejo, Texas along with fourteen (14) other cities in Cameron County is represented by one (1) board member sitting as position nine (9) on the Cameron Appraisal District Board of Directors; and

WHEREAS, each of the fifteen (15) cities represented by this director shall have the opportunity to nominate and vote for the representative of its choice for the period commencing January 2019; and

WHEREAS, the candidate receiving the greatest number of votes will hold director position nine (9);

NOW THEREFORE, BE IT RESOLVED this the 12th day of November 2019, that the Board of Aldermen of the Town of Rancho Viejo do vote for _____ to hold position nine (9) of the Cameron Appraisal District Board of Directors.

PASSED, ADOPTED AND APPROVED by the Board of Aldermen of the Town of Rancho Viejo on this the 12th day of November, 2019.

Town of Rancho Viejo

Cyndie Rathbun, Mayor

ATTEST:

Fred Blanco, Town Administrator

13. Consideration/Action of Interlocal Cooperation Contract for the Failure to Appear Program

TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001

512/424-2000

www.dps.texas.gov



STEVEN C. McCRAW
DIRECTOR
SKYLOR HEARN
FREEMAN F. MARTIN
RANDALL B. PRINCE
DEPUTY DIRECTORS



COMMISSION
STEVEN P. MACH, CHAIRMAN
A. CYNTHIA LEON

August 22, 2019

Dear Court Administrator:

Enclosed please find the revised contract offered by the Texas Department of Public Safety to accommodate Chapter 706 of the Texas Transportation Code. Please complete all of the appropriate entries on the contract and arrange for the approval and signature of the presiding official authorized to sign contractual documents in your jurisdiction (mayor, city manager, county judge, etc.).

Only one (1) original signed contract should be submitted for each political subdivision; if you require a final copy for the court, please indicate so when you return the document. Signed contracts should be returned to:

Texas Department of Public Safety
Attn: Enforcement and Compliance Service
P.O. Box 4087
Austin, Texas 78773-0320

After the contract has been returned to the Department it will be processed for the appropriate signatures.

Any questions regarding the contract should be forwarded to Enforcement and Compliance Service; Tijuana Pendergrass at (512) 424-5431.

Sincerely yours,

Frances Gomez, Manager
Enforcement and Compliance Service

EQUAL OPPORTUNITY EMPLOYER
COURTESY • SERVICE • PROTECTION

STATE OF TEXAS §
COUNTY OF _____ §

This Interlocal Cooperation Contract ("this Contract") is made and entered into between the Texas Department of Public Safety ("TXDPS"), an agency of the State of Texas, and the _____ Court of the City or County of _____, a political subdivision ("Political Subdivision") of the State of Texas, which shall be referred to herein as "the Parties".

The purpose of this Contract is to implement the provisions of Texas Transportation Code, Chapter 706. The Political Subdivision is contracting with TXDPS to provide information necessary to deny renewal of the driver license of a person who fails to appear for a complaint or citation or fails to pay or satisfy a judgment ordering payment of a fine and cost in the manner ordered by the court in a matter involving any offense that a court has jurisdiction of under Chapter 4, Texas Code of Criminal Procedure.

TXDPS has a contract with a private vendor (“Vendor”) pursuant to Texas Transportation Code §706.008. The Vendor shall provide the necessary goods and services to establish an automated system (referred to herein as the “FTA System”) whereby information regarding violators subject to the provisions of Texas Transportation Code, Chapter 706, may be accurately stored and accessed by TXDPS. Utilizing the FTA System as a source of information, TXDPS may deny renewal of a driver license to a person who is the subject of an FTA System entry.

The Political Subdivision contracting with TXDPS shall pay monies to the Vendor based on a fee established by this Contract. TXDPS shall make no direct or indirect payments to the Vendor. The Vendor shall ensure that accurate information is available to TXDPS, the Political Subdivision and persons seeking to clear their license at all reasonable times.

“Complaint” means the notice of an offense as defined in Article 27.14(d) or Article 45.019, Texas Code of Criminal Procedure.

“Department” or “TXDPS” means the Texas Department of Public Safety.

“Failure to Appear Program” or “FTA Program” means the implementation efforts of all parties, including those system components provided by TXDPS, political subdivisions and the Vendor, including the FTA System.

- appear or failed to pay or satisfy a judgment;
- (4) the date of the alleged violation;
- (5) a brief description of the alleged violation;
- (6) a statement that the person failed to appear or failed to pay or satisfy a judgment as required by law;
- (7) the date that the person failed to appear or failed to pay or satisfy a judgment; and
- (8) any other information required by TXDPS.

There is no requirement that a criminal warrant be issued in response to the person's failure to appear. The Political Subdivision must make reasonable efforts to ensure that all FTA Reports are accurate, complete and non-duplicative.

VII. Clearance Reports

The Political Subdivision that files the FTA Report has a continuing obligation to review the FTA Report and promptly submit appropriate additional information or reports to the Vendor or TXDPS. The clearance report shall identify the person, state whether or not a fee was required, advise TXDPS to lift the denial of renewal and state the grounds for the action. All clearance reports shall be submitted immediately, but no later than two (2) business days, from the time and date that the Political Subdivision receives appropriate payment or other information that satisfies the person's obligation to that Political Subdivision.

To the extent that a Political Subdivision utilizes the FTA Program by submitting an FTA Report, the Political Subdivision shall collect the statutorily required \$30.00 administrative fee. If the person is acquitted of the underlying offense for which the original FTA Report was filed, the Political Subdivision shall not require payment of the administrative fee.

A clearance report shall be submitted for the following circumstances:

- (1) the perfection of an appeal of the case for which the warrant of arrest was issued or judgment arose;
- (2) the dismissal of the charge for which the warrant of arrest was issued or judgment arose;
- (3) the posting of a bond or the giving of other security to reinstate the charge for which the warrant was issued;
- (4) the payment or discharge of the fine and cost owed on an outstanding judgment of the court; or
- (5) other suitable arrangement to pay the fine and cost within the court's discretion.

TXDPS will not continue to deny renewal of the person's driver license after receiving notice from the Political Subdivision that the FTA Report was submitted in error or has been destroyed in accordance with the Political Subdivision's record retention policy.

VIII. Quarterly Reports and Audits

The Political Subdivision shall submit to TXDPS quarterly reports in a format established by

XI. Non-Waiver of Fee

The Political Subdivision shall not waive the \$30.00 administrative fee for any person that has been submitted on an FTA Report, even if the person is deemed to be indigent, unless (i) the person is acquitted of the charges for which the person failed to appear or (ii) the FTA Report was submitted in error.

Failure to comply with this section shall result in (i) termination of this Contract for cause and (ii) the removal of all outstanding entries of the Political Subdivision in the FTA Report, resulting in the lifting of any denied driver license renewal status from TXDPS.

XII. General Terms and Conditions

A. Compliance with Law

The Political Subdivision understands and agrees that it shall comply with all local, state and federal laws in the performance of this Contract, including administrative rules adopted by TXDPS.

B. Governing Law

This Contract is entered into pursuant to Texas Government Code, Chapter 791, and is subject to the laws and jurisdiction of the State of Texas and shall be construed and interpreted accordingly.

C. Venue

Except as otherwise provided by Chapter 2260 of the Texas Government Code, venue for any litigation between the Parties shall be Travis County, Texas.

D. Chapter 2260, Texas Government Code

The Political Subdivision shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code and the applicable TXDPS administrative rules to attempt to resolve all disputes or contract claims arising under this Contract.

E. Litigation and Liability

In the event that the Political Subdivision is aware of litigation in which this Contract or Texas Transportation Code, Chapter 706 is subject to constitutional, statutory, or common-law challenge, or is struck down by judicial decision, the Political Subdivision shall make a good faith effort to notify TXDPS immediately.

Each Party to this Contract agrees that it shall have no liability whatsoever for the actions and/or omissions of the other Party's employees and officers, regardless of where the individual's actions and/or omissions occurred. Each Party is solely responsible for the actions and/or omissions of its employees and officers; however, such responsibility is only to the extent

K. Non-Incorporation

This Contract constitutes the entire agreement between the Parties with regard to the matters made the subject of this Contract. There are no verbal representations, inducements, agreements, understandings, representations, warranties, or restrictions between the Parties other than those specifically set forth herein.

L. Non-Assignment

Neither party shall assign its rights nor delegate its duties under this Contract without prior written consent of the other Party.

M. Headings

The headings, captions, and arrangements used in this Contract are, unless specified otherwise, for convenience only and shall not be deemed to limit, amplify, or modify the terms of this Contract, nor to affect the meaning thereof.

N. Interpretation Against the Drafter

Regardless of which Party drafted this Contract or the language at issue, any ambiguities in this Contract or the language at issue will not be interpreted against the drafting party.

O. Multiple Counterparts

This Contract may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. In making proof of this Contract, it shall not be necessary to produce or account for more than one such counterpart.

P. Effective Date of Contract

This Contract shall be in effect from and after the date that the final signature is set forth below. This Contract shall automatically renew on a yearly basis.

Q. Termination

1. Termination for Cause. Either Party may terminate this Contract if the other Party neglects or fails to perform or observe any of its material obligations herein, and such default continues for thirty (30) days following receipt of written notice of such default.
2. Termination for Convenience. Either Party, upon thirty (30) days written notice, may terminate this Contract in whole or in part.
3. Mutual Termination. This Contract may be terminated by mutual agreement and consent, in writing, of both Parties.

After termination, the local political subdivision has a continuing obligation to report dispositions and collect fees for all violators in the FTA System at the time of termination.

**TEXAS DEPARTMENT OF
PUBLIC SAFETY**

POLITICAL SUBDIVISION*

Driver License Division Director
Or Designee

Authorized Signature

Title

Date

Date

*An additional page may be attached if more than one signature is required to execute this Contract on behalf of the Political Subdivision. Each signature block must contain the person’s title and date.

14. September 2019 Financial Report-Town Administrator

15. October 2019 Police Report-Police Chief

16. Public Comment

17. Adjourn