

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 13, 2021, 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 June 4, 2021, Regular Meeting June 8, 2021, Special Meeting June 23, 2021
- 6. Keep Rancho Viejo Beautiful Governor's Community Achievement Award of Excellence Recognition
- 7. Update on the Town's Delinquent Tax Collections LineBarger Goggan Blair & Sampson, LLP
- 8. Public Hearing on Request by Tony McDermid, representative of Golf and Resorts Investments, LLC, owners, to approve the PRELIMINARY PLAT for 0.522 acre tract, out if "el diablo golf course" and described as a 139.143 acre tract in assumption warranty deed recorded in volume 19067, page 104, official records of Cameron County, Texas and being adjacent to Rancho Viejo subdivision, section 4, recorded in volume 26, page 45, and adjacent to Rancho Viejo 1986 subdivision, recorded in cabinet 1, slot 706-A, map records of Cameron County, Texas. Lot 1 Block 1 will have access to Carmen Ave.
- 9. Consideration/Action on Request by Tony McDermid, representative of Golf and Resorts Investments, LLC, owners, to approve the PRELIMINARY PLAT for 0.522 acre tract, out if "el diablo golf course" and described as a 139.143 acre tract in assumption warranty deed recorded in volume 19067, page 104, official records of Cameron County, Texas and being adjacent to Rancho Viejo subdivision, section 4, recorded in volume 26, page 45, and adjacent to Rancho Viejo 1986 subdivision, recorded in cabinet 1, slot 706-A, map records of Cameron County, Texas. Lot 1 Block 1 will have access to Carmen Ave.
- 10. Public Hearing on Request by Tony McDermid, representative of Golf and Resorts Investments, LLC, owners, to approve the PRELIMINARY PLAT for 1.433 acre tract, out of "el angel golf course" and described as a 154.488 acre tract in assumption warranty deed recorded in volume 18183, page 168, official records of Cameron County, Texas and being adjacent to Rancho Viejo subdivision, section 7, according to the map or plat thereof recorded in volume 26, page 37, map records of Cameron County, Texas. Lot 1 Block 1 will have access to Tesoro Ave. and Taco St. Lot 2 Block 1 will have access to Tesoro Ave.

And 0.783 acre tract, out of "el angel golf course" and described as tract II – 50.373 acres in assumption warranty deed recorded in volume 18183, page 168, official records of Cameron County, Texas and being adjacent to Rancho Viejo subdivision, section 8, according to the map or

plat thereof recorded in volume 26, page 37, map records of Cameron County, Texas. Lot 1 Block 2 will have access to Santa Ana Ave. and Taco St.

11. Consideration/Action on Request by Tony McDermid, representative of Golf and Resorts Investments, LLC, owners, to approve the PRELIMINARY PLAT for 1.433 acre tract, out of "el angel golf course" and described as a 154.488 acre tract in assumption warranty deed recorded in volume 18183, page 168, official records of Cameron County, Texas and being adjacent to Rancho Viejo subdivision, section 7, according to the map or plat thereof recorded in volume 26, page 37, map records of Cameron County, Texas. Lot 1 Block 1 will have access to Tesoro Ave. and Taco St. Lot 2 Block 1 will have access to Tesoro Ave.

And 0.783 acre tract, out of "el angel golf course" and described as tract II – 50.373 acres in assumption warranty deed recorded in volume 18183, page 168, official records of Cameron County, Texas and being adjacent to Rancho Viejo subdivision, section 8, according to the map or plat thereof recorded in volume 26, page 37, map records of Cameron County, Texas. Lot 1 Block 2 will have access to Santa Ana Ave. and Taco St.

12. Public Hearing on Request by Tony McDermid, representative of Golf and Resorts Investments, LLC, owners, to approve the PRELIMINARY PLAT for 0.816 acre tract, out of "el angel golf course" and described as a 154.488 acre tract in assumption warranty deed recorded in volume 18183, page 168, official records of Cameron County, Texas and being adjacent to Rancho Viejo subdivision, section 7, according to the map or plat thereof recorded in volume 26, page 37, map records of Cameron County, Texas. Lot 1 Block 1 will have access to Tesoro Ave. and Enchilada St.

And 0.677 acre tract, out of "el angel golf course" and described as a 154.488 acre tract in assumption warranty deed recorded in volume 18183, page 168, official records of Cameron County, Texas and being adjacent to Rancho Viejo subdivision, section 7, according to the map or plat thereof recorded in volume 26, page 37, map records of Cameron County, Texas. Lot 2 Block 1 will have access to Enchilada St.

13. Consideration/Action on Request by Tony McDermid, representative of Golf and Resorts Investments, LLC, owners, to approve the PRELIMINARY PLAT for 0.816 acre tract, out of "el angel golf course" and described as a 154.488 acre tract in assumption warranty deed recorded in volume 18183, page 168, official records of Cameron County, Texas and being adjacent to Rancho Viejo subdivision, section 7, according to the map or plat thereof recorded in volume 26, page 37, map records of Cameron County, Texas. Lot 1 Block 1 will have access to Tesoro Ave. and Enchilada St.

And 0.677 acre tract, out of "el angel golf course" and described as a 154.488 acre tract in assumption warranty deed recorded in volume 18183, page 168, official records of Cameron County, Texas and being adjacent to Rancho Viejo subdivision, section 7, according to the map or plat thereof recorded in volume 26, page 37, map records of Cameron County, Texas. Lot 2 Block 1 will have access to Enchilada St.

14. Consideration/Action Of An Ordinance Of The Board Of Aldermen Of The Town Of Rancho Viejo, Texas, ("City") Approving A Negotiated Resolution Between The City And Texas Gas Service ("Tgs" Or "The Company") Regarding The Company's April 29, 2021 Cost Of Service Adjustment ("Cosa") Filing; Declaring Existing Rates To Be Unreasonable; Adopting New Tariffs That Reflect Rate Adjustments Consistent With The Negotiated Settlement And Finding The Rates To Be Set By The Attached Tariffs To Be Just And Reasonable; Providing For The Recovery Of The City's And Tgs' Reasonable And Necessary Rate Case Expenses; Adopting A Savings Clause; Determining That This Ordinance Was Passed In Accordance With The Requirements Of The Texas Open Meetings Act; Declaring An Effective Date; Repealing Any Prior Ordinances Inconsistent With This Ordinance And Requiring Delivery Of This Ordinance To The Company's And The City's Legal Counsel.

- 15. Discussion/Action on the Extension of the Disaster Declaration filed with the Office of the Governor
- 16. 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
- 17. Consideration/Action on a Resolution of the Town of Rancho Viejo, Texas, appointing a Designated Officer or Employee to Calculate the No-New-Revenue and the Voter-Approval Tax Rates for Tax Year 2021
- 18. Authorization to Advertise for Bids for Depository Contract for Two Years with the Possibility of Three One Year Extensions at the Town's Option
- 19. Consideration/Action on Approval to Participate in the Coronavirus Local Fiscal Recovery Fund (CLFRF)
- 20. Consideration/Action to Open a New Bank Account for the Coronavirus Local Fiscal Recovery Fund (CLFRF)
- 21. Consideration/Action on Employee Healthcare Benefits
- 22. Consideration/Action to Approve Lease Agreement for Printer/Copier/Fax
- 23. Consideration/Action to Approve Lease Agreement for a TIS R18 Radar Trailer with TSTAT analytic software.
- 24. Street Committee Report
- 25. Strategic Planning Report
- 26. Building Committee Report
- 27. June 2021 Police Report Chief of Police
- 28. Adjourn into Executive Session, as authorized by Subchapter D of Chapter 551 of the Government Code to discuss with attorney matters in which the duty of the attorneys under the Rules of Professional Conduct clearly conflict with Chapter 551 (section 551.071).

29. 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 9, 2021 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

# Call to Order By Mayor Guerrero

# 2. Roll Call

By Eunice Salinas

Alderman Vera
Alderman Tumlinson
Alderwoman Kaechele
Alderman Ricoy
Alderman Hernandez

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 June 4, 2021, Regular Meeting June 8, 2021, Special Meeting June 23, 2021

# MINUTES OF A Special MEETING TOWN OF RANCHO VIEJO June 4, 2021

A Special Meeting of the Board of Aldermen of the Town of Rancho Viejo, Texas was held on June 4, 2021 at 6:00 P.M., via Zoom Teleconference Meeting ONLY by logging on at https://us02web.zoom.us/j/86844032049 Meeting ID: 868 4403 2049

# 1. CALL TO ORDER

Mayor Guerrero called the meeting to order at 5:35 p.m.

### 2. ROLL CALL

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

Javier Vera Laura Kaechele David Tumlinson Marcos Ricoy

Town Administrator Fred Blanco was also present in the meeting.

Those present in the audience were:

Vicente Mendez

#### 3. INVOCATION AND PLEDGE

Alderman Vera led the group in the invocation and the pledge of allegiance to the American and Texas flag.

4. DISCUSSION/ACTION ON STREET REHABILITATION PROJECT PHASE 1B CHANGE ORDER REQUEST ON BOLIVAR AVE. AND HIDALGO AVE.

Town Engineer Vicente Mendez explained the change order request for Bolivar and Hidalgo Avenue stating the issues that have risen on said streets. Discussion ensued.

Motion to approve the change order requests as shown on the cost sheet with the exception on delaying the work on Hidalgo Avenue, and include El Dorado for an overlay until it is ascertained as to what will happen with the purchase of property along El Dorado was made by Alderman Vera, seconded by Alderman Ricoy and carried as follows:

- 3 Ayes by Alderman Vera, Alderman Ricoy, and Alderman Tumlinson
- 1 Nay by Alderwoman Kaechele

DATE:

5.	ADJOURN
	otion to adjourn at 6:50 p.m. was made by Alderwoman Kaechele, seconded by Alderman Vera and rried unanimously.
ВУ	•
	Fred Blanco, Town Administrator
AF	PROVED: Maribel B. Guerrero, Mayor

# MINUTES OF A REGULAR MEETING TOWN OF RANCHO VIEJO June 8, 2021

A REGULAR MEETING of the BOARD OF ALDERMEN of the TOWN OF RANCHO VIEJO, TEXAS, was held on, June 8, 2021 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 Guerrero at 6:01 p.m.

### 2. ROLL CALL

Roll Call was made by Eunice Salinas, Assistant Town Secretary. Members present at the meeting were: Laura Kaechele
Marcos Ricoy
David Tumlinson
Javier Vera

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:

Ulrich Weisse

Edna Zamarripa

Alfredo Hernandez

Hector Zamarripa

Fernando Terrones

Carmen Nordyke

# 3. INVOCATION AND PLEDGE

Alderman Tumlinson led the group in the invocation and in the pledge of allegiance to the American and Texas flag.

4. CONSIDERATION/APPOINTMENT OF REPLACEMENT TO FILL THE UNEXPIRED TERM OF MARIBEL GUERRERO AS ALDERMAN UNTIL THE NEXT REGULAR ELECTION (MAY 2022)

Mayor Guerrero nominated Alfredo G. Hernandez to fill the vacant Alderman seat and noted the reasons he is a good candidate for the position.

Motion to appoint Alfredo G. Hernandez as Alderman until the next regular election in May 2022 was made by Alderman Vera, seconded by Alderman Tumlinson and carried unanimously.

# 5. ADMINISTER OATH OF OFFICE AND INSTALLATION OF ELECTED OFFICIAL

Legal Counsel Daniel Rentfro administered the oath of office to Alfredo G. Hernandez.

### 6. PUBLIC COMMENT

Motion to open public comment was made by Alderman Tumlinson, seconded by Alderman Vera and carried unanimously.

Ulrich Weisse distributed documentation that reflected emails sent to the Board of Aldermen and administration regarding his request to have Avenida de Estrellas put on the agenda for discussion. Mr. Weisse expressed that his concern has been rising as he has not seen a resolution on the issue of the low laying area on Avenida De Estrellas that can be detrimental if not addressed in a timely matter. Mr. Weisse also reminded the Board of the history of paving the ROW. Lastly, Mr. Weisse thanked Chief Tyler for the enforcement that he has seen on Santa Ana.

Fernando Terrones raised a concern regarding patches of paving in a Balboa cul-de-sac. Mr. Terrones noted the area has been damaged by the heavy equipment from the construction company.

Motion to close public comment was made by Alderman Vera, seconded by Alderman Ricoy and carried unanimously.

7. APPROVAL OF MINUTES- REGULAR MEETING APRIL 13, 2021, SPECIAL MEETING APRIL 17, 2021, REGULAR MEETING MAY 11, 2021, SPECIAL MEETING MAY 26, 2021

Alderman Vera pointed out several corrections.

Motion to approve contingent upon said corrections were made by Alderman Tumlinson, seconded by Alderman Vera and carried as follows:

- 4 Ayes by Alderman Vera, Alderman Tumlinson, Alderwoman Kaechele, and Alderman Ricoy
- 1 Abstention by Alderman Hernandez
- 8. CONSIDERATION/APPROVAL A RESOLUTION OF THE BOARD OF ALDERMEN OF THE TOWN OF RANCHO VIEJO, TEXAS, AUTHORIZING BANK ACCOUNTS AND DEPOSITORY HERETOFORE ESTABLISHED AND AUTHORIZING CERTAIN PERSONS TO SIGN CHECKS AND OTHER NECESSARY TRANSACTIONS FOR SAME

Town Administrator Fred Blanco advised the resolution is the same except for the addition of Alderman Alfredo Hernandez's name.

Motion to approve the resolution was made by Alderman Tumlinson, seconded by Alderwoman Kaechele and carried unanimously.

CONSIDERATION/ACTION TO APPROVE PROPOSAL SUBMITTED BY H2O PARTNERS FOR THE TOWN
OF RANCHO VIEJO HAZARD MITIGATION PLAN AMENDMENT SERVICES TO JOIN THE CAMERON
COUNTY MITIGATION PLAN UPDATE

Town Administrator Fred Blanco explained the proposal to the Board.

Motion to approve the proposal submitted by H2O Partners was made by Alderman Tumlinson, seconded by Alderman Hernandez and carried unanimously.

JUNE 8, 2021 PAGE 3

# 10. DISCUSSION/ACTION ON THE EXTENSION OF THE DISASTER DECLARATION FILED WITH THE OFFICE OF THE GOVERNOR

Motion to extend the disaster declaration filed with the office of the Governor from June 20, 2021 to July 19, 2021 was made by Alderman Vera, seconded by Alderman Tumlinson and carried unanimously.

# 11. CONSIDERATION/ACTION ON EXTENSION OF CONTRACT WITH BUILDING INSPECTOR

Town Administrator Fred Blanco advised the Board that there are no changes to the contract. Alderman Ricoy noted that Mr. Cannon is an asset to the Town of Rancho Viejo.

Motion to approve the extension of the contract with Building Inspector Brent Cannon was made by Alderman Ricoy, seconded by Alderman Vera and carried unanimously.

# 12. CONSIDERATION/APPOINTMENT OF CHAIR OF THE STRATEGIC PLANNING COMMITTEE

Mayor Guerrero nominated Alderwoman Laura Kaechele to serve as chair of the Strategic Planning Committee.

Motion to appoint Alderwoman Laura Kaechele was made by Alderman Hernandez, seconded by Alderman Ricoy and carried unanimously.

# 13. STRATEGIC PLANNING REPORT

Alderwoman Kaechele reported that a rezone and replat request from the Rancho Viejo Club was recommended to move on to Planning and Zoning Commission, as was a request for a variance for 194 Old Grove to the Board of Adjustment and Appeals.

# 14. STREET COMMITTEE REPORT

Alderman Vera reported that he visited Avenida de Estrellas. Alderman Vera also noted that he recognized that there is a problem and wanted to get VMUD involved as the issue is with drainage of a low laying area. Alderman Vera stated he would like to bring up the issue for discussion at the next meeting.

Alderman Vera also addressed the concerns that Mr. Terrones brought up during public comment, stating that a further review will be needed on the area of concern on Balboa as it is a cul-de-sac that may be private property.

Alderman Vera updated the Board and audience on improvements of the streets of the Town and including Bolivar and Rancho Viejo Drive, and a resolution of a sewer line issue on Rancho Viejo Drive.

Mayor Guerrero requested that Alderman Hernandez be moved from the Strategic Planning Committee to the Street Committee.

# 15. BUILDING COMMITTEE REPORT

Town Administrator Fred Blanco gave the Building Committee Report.

16. CONSIDERATION/APPROVAL TO DECLARE ONE 2016 VOLKSWAGEN JETTA (SEIZED VEHICLE THAT IS ASSET FORFEITURE) SURPLUS PROPERTY TO BE SOLD AND AUTHORIZE THE POLICE CHIEF/MAYOR TO ACCEPT THE HIGHEST OFFER

Motion to authorize the Police Chief to proceed with the sale and acceptance of the highest offer was made by Alderman Tumlinson, seconded by Alderwoman Kaechele and carried unanimously.

# 17. CONSIDERATION/ACTION ON PURCHASE OF POLICE VEHICLE WITH GRANT FUNDS

Motion to approve the purchase of a Police Vehicle totaling \$53,095.68 with Operation Stone Garden grant funds was approved by Alderman Ricoy, seconded by Alderwoman Kaechele and carried unanimously.

# 18. CONSIDERATION/ACTION TO APPROVE MAINTENANCE AGREEMENT FOR SURVEILLANCE CAMERAS

Motion to approve a maintenance agreement for surveillance cameras was made by Alderman Tumlinson, seconded by Alderman Vera and carried unanimously.

# 19. CONSIDERATION/ACTION ON BUDGET AMENDMENTS FOR 2020-2021

The budget amendments were presented by Chief Tyler as follows:

# Revenues

TDEM reimbursement- \$2,100 OPSG Grant- \$50,000

Police Forfeiture Funds-\$3,096

# **Expenses**

Police Automobile-\$38,428

Police Automobile Equipment- \$14,668

# **Service Devices-Capital**

Stand Alone Camera-\$2,100

Motion to approve the budget amendments totaling \$55,196 was made by Alderman Hernandez, Alderman Tumlinson and carried unanimously.

# 20. APRIL 2021 FINANCIAL REPORT-TOWN ADMINISTRATOR

Town Administrator Fred Blanco presented the April 2021 financial report.

# 21. MAY 2021 POLICE REPORT - POLICE CHIEF

Rancho Viejo Police Chief Tyler presented the May 2021 Police report.

22. DISCUSSION ON DATE FOR ORIENTATION MEETING FOR THE BOARD OF ALDERMEN
The Board had a discussion to meet for an orientation meeting concluding with an agreement to meet June 23, 2021 at 5:30 p.m.
23. ADJOURN
Motion to adjourn the meeting at 7:24 p.m. was made by Alderman Tumlinson, seconded by Alderma Hernandez and carried unanimously.

BY: Fred Blanco, Town Administrator

APPROVED: Maribel B. Guerrero, Mayor

DATE:\_\_\_\_

# MINUTES OF A SPECIAL MEETING TOWN OF RANCHO VIEJO JUNE 23, 2021

A Special Meeting of the Board of Aldermen of the Town of Rancho Viejo, Texas, was held on, June 23, 2021, 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
Ma	yor Maribel B. Guerrero called the meeting to order at 5:45 p.m.
2.	Roll Call
Ro	Il Call was made by Town Administrator Fred Blanco. Members present at the meeting were:
Lai Ma Alf	rier Vera ura Kaechele arcos Ricoy red Hernandez vid Tumlinson (via zoom)
A	quorum was present at the meeting.
Le	gal Counsel Daniel Rentfro, Jr. (via zoom) and Town Administrator Fred Blanco were also present.
3.	Orientation
М	. Daniel Rentfro, Jr. gave an overview on the functions of Town committees.
4.	Adjourn
Th	e meeting was adjourned at 6:30 p.m.
BY	: Fred Blanco, Town Administrator
	1 Jed Blanco, Town Administrator
ΑF	PPROVED:
	Maribel B. Guerrero, Mayor
D/	ATE:

6. Keep Rancho Viejo
Beautiful Governor's
Community Achievement
Award of Excellence
Recognition

7. Update on the Town's Delinquent Tax Collections – LineBarger Goggan Blair & Sampson, LLP

# Town of Rancho Viejo

**Summary Report** 

October 1, 2020 — May 31, 2021



# LAW OFFICES

OF

# LINEBARGER GOGGAN BLAIR & SAMPSON, LLP

ATTORNEYS AT LAW
35 Providencia Ct.
Brownsville, TX 78526

Telephone: (956) 546-1216 Facsimile: (956) 546-1624

July 7, 2021

Hon. Maribel B. Guerrero, Mayor

Hon. Javier Vera, Mayor Pro-Tem

Hon. Laura G. Kaechele, Alderwoman

Hon. Marcos Ricoy, Alderman

Hon. David L. Tumlinson, IV, Alderman

Hon. Alfredo G. Hernandez, Alderman

Mr. Fred Blanco, Town Administrator

Town of Rancho Viejo 3301 Carmen Avenue Rancho Viejo, Texas 78575

RE: Delinquent Tax Collection Report for October 1, 2020 through May 31, 2021

Dear Mayor Guerrero and Town Alderpersons:

This Delinquent Tax Collection report highlights our delinquent ad valorem tax collection program for the Town of Rancho Viejo. The collection results, as noted herein, indicate that the collection plan which has been established and implemented for Rancho Viejo continues to be successful. The following pages show the collection highlights over the last several years and the current fiscal year.

Please know that we truly appreciate the opportunity to represent the Town of Rancho Viejo on all delinquent ad valorem tax matters. We will continue to provide the town with quality representation, consistent results, and an experienced staff of attorneys and legal assistants who are dedicated to servicing your account. As always, we are available to address any questions or provide any additional information you may request.

Sincerely,

John D. Guevara

Capital Partner

# **LINEBARGER GOGGAN BLAIR & SAMPSON APPROACH**

- Demand Mailings
- Litigation Statistics
- Taxpayer Contact
- Online Sheriff's Sales

The delinquent tax collection program for Rancho Viejo continues to emphasize two basic premises: working with individual taxpayers to collect taxes owed to the town and to use the tool of litigation as a final option.

# **DEMAND MAILINGS**

Our extensive mailing program is designed to advise taxpayers who have not paid their ad valorem town taxes of their delinquency. During the course of this fiscal year, we have mailed delinquent notices, with varying degrees of intensity, to all delinquent taxpayers. The intensity of each notice varies on factors such as; time of year, type of property and the particular needs of the town.

Demand Mailings – 10 Mailings throughout the year indicating delinquent Base Tax, Penalty & Interest Owed

# LITIGATION SUMMARY

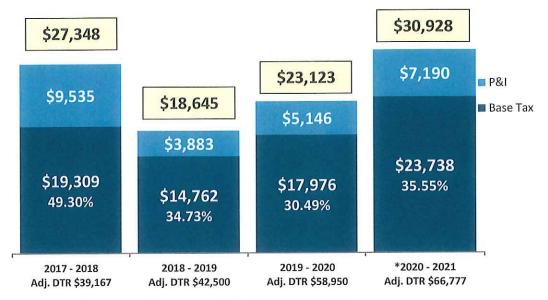
Filing a lawsuit to collect delinquent taxes is used only as a final resort; after diligent efforts to contact and work with taxpayers are fully exhausted. Once the decision to file suit has been made, a complete property title search is conducted, the taxable property is further identified and all interested parties, including all lien holders, are identified and served with notice of the lawsuit.

Litigation Activity		Cases	Amount Owed		
0	Lawsuits Filed	4	\$5,287		
•	Non-Suit/Released Judgments	4	\$8,053		
•	Judgments Taken	1	\$1,500		
•	Pending Litigation	8	\$8,478		
•	Pre-Litigation Activity	15	\$23,494		

# **COLLECTION HIGHLIGHTS**

# **DELINQUENT TAX COLLECTIONS**

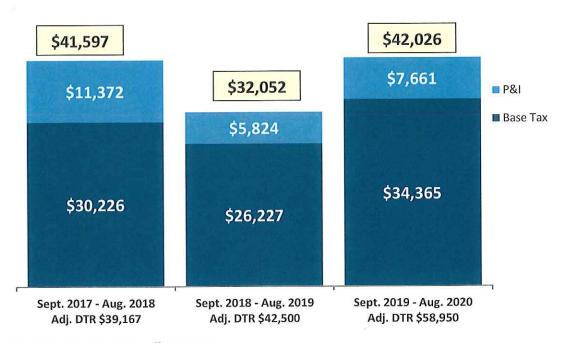
Base Taxes Penalty & Interest



Source: Cameron County Tax Office Reports \* Collections through June

# **DELINQUENT AND CURRENT DELINQUENT TAX COLLECTIONS**

Base Taxes Penalty & Interest



Source: Cameron County Tax Office Reports

# TAX SALE ACTIVITY

Our tax sale staff regularly monitors all judgments entered on behalf of the Town of Rancho Viejo. During this reporting period, six (6) tax sales have been conducted. We are pleased to report that no properties within the town have needed to be placed for sale.

# **FUTURE OVERVIEW**

# Review of Pending Judgments and the Filing of Additional Lawsuits

During the next quarter we will continue to work pending lawsuits for full payment or payment agreement. We will also continue researching the delinquent tax roll for possible new lawsuits; both real and personal property accounts.

# **Mailing Program**

For this next quarter, we have scheduled three mailings on behalf of Rancho Viejo for the following months:

- July
- August
- September

# **Scheduling of Property Sales**

As properties are taken to judgment, they will be reviewed and checked for payment. Any judgment without taxpayer response will be further reviewed and scheduled for possible tax sale.

Execution of the work plan established for the Town of Rancho Viejo will include the continuous monitoring of collection figures in order to adjust resources and enforce the collection of delinquent taxes. Our collection efforts will also include prosecuting pending suits to conclusion, mailing monthly letters, and filing new suits in order to maximize the collection of taxes. We will continue to work closely with you and your administrative staff to provide assistance and advice on all property tax matters, including changes in the law brought about by amendments to the Texas Property Tax Code.

# **Exhibit A**

**Lawsuits Filed** 

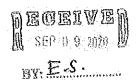
# Lawsuits Filed from September 1, 2020 to May 31, 2021 Town Of Rancho Viejo

Venue Venue Name: CAMERON	Court_Nbr:	7363
	<ali></ali>	

Client Client Name Suitkey		Suitkey	Suit Number	Suit Type	Suit Status	Petition Amount	
1	Rancho Vieio	2527632	2020-DCL-04672	ORIGINAL PETITION	AWAITING SERVICE	\$	1,986.65
2	Rancho Vieio	2529426	2020-DCL-04872	ORIGINAL PETITION	AWAITING SERVICE	\$	380.97
3	Rancho Vieio	2544958	2021-DCL-01611	ORIGINAL PETITION	AWAITING SERVICE	\$	2,122.60
4	Rancho Viejo	2545265	2021-DCL-01749	ORIGINAL PETITION	AWAITING SERVICE	\$	797.09
	Client ld 7363: 4 Total All: 4						
					\$	5,287.31	

8. Public Hearing on Request by Tony McDermid, representative of Golf and Resorts Investments, LLC, owners, to approve the PRELIMINARY PLAT for 0.522 acre tract, out if "el diablo golf course" and described as a 139.143 acre tract in assumption warranty deed recorded in volume 19067, page 104, official records of Cameron County, Texas and being adjacent to Rancho Viejo subdivision, section 4, recorded in volume 26, page 45, and adjacent to Rancho Viejo 1986 subdivision, recorded in cabinet 1, slot 706-A, map records of Cameron County, Texas. Lot 1 Block 1 will have access to Carmen Ave.

Town of Rancho Viejo
Request – Replaiting
To – Residential
Owners – Golf & Resorts Investments, LLC Property ID
Description of land to be replatting



# El Diablo Rancho Viejo Subdivision No. 1, 1 Residential Lot (Lot 1, Block 1)

0,522 acre tract, out if "el diablo golf course" and described as a 139.143 acre tract in assumption warranty deed recorded in volume 19067, page 104, official records of Cameron County, Texas and being adjacent to Rancho Viejo subdivision, section 4, recorded in volume 26, page 45, and adjacent to Rancho Viejo 1986 subdivision, recorded in cabinet 1, slot 706-A, map records of Cameron County, Texas.

Said 0,552 acres being more particularly located and described as follows: beginning at a steel spindle found at the southwest corner of lot 3, Rancho Viejo 1986 subdivision (cab. i, slot 706-a, m.r.c.c.t.) being in the centerline of Avenida Carmen (50 ft. r.o.w.), for the point of beginning and northwest corner of this tract; thence along the south line of said lot 3, south 82 deg. 54 min. 15 sec. east, at a distance of 20.00 feet an one-half inch iron pin found at the east right-of-way line of Avenida Carmen, a total distance of 107,34 feet to a one-half inch iron pin with a yellow plastic cap stamped "m&r inc" set, for the northeast corner of this tract; thence, south 07 deg. 57 min. 05 sec. west, a distance of 227,78 feet to a one-half inch iron pin with a yellow plastic cap stamped "m&r inc" set, on the north line of lot 2, Rancho Viejo 1986 subdivision, for the southeast corner of this tract; thence, along said north line of lot 2, north 82 deg. 54 min. 15 sec. west, at a distance of 83,94 feet a one-half inch iron pin found at the east right-of-way line of Avenida Carmen, a total distance of 103.94 feet to a steel spindle found in the centerline of Avenida Carmen, for the south west corner of this tract; thence, along the centerline of Avenida Carmen, north 07 deg. 05 min. 45 sec. east, a distance of 227.75 feet to the point of beginning; containing 0.552 acres, more or less

# El Angel Rancho Viejo Subdivision No. 1, 3 Residential Lots (Lots 1 and 2, Block 1)

1.433 acre tract, out of "el angel golf course" and described as a 154.488 acre tract in assumption warranty deed recorded in volume 18183, page 168, official records of

Cameron County, Texas and being adjacent to Rancho Viejo subdivision, section 7, according to the map or plat thereof recorded in volume 26, page 37, map records of Cameron County, Texas

Said 1.433 acres being more particularly located and described as follows: beginning at the intersection of the centerlines of taco street (50 ft. r.o.w.) and Avenida Tesoro (50 ft. r.o.w.), for the northwest corner of this tract; thence, along the centerline of Taco street, north 80 deg. 06 min. 50 sec. east, a distance of 228.0 feet, for the northeast corner of this tract; thence along the east line of this tract, being near the west edge of Resaca del Rancho Viejo, south 09 deg. 32 min. 34 sec. east, at 25.0 feet an one-half inch iron pin with a yellow plastic cap stamped "m&r Inc" set, at a distance of 148.85 feet an onehalf inch iron pin with a yellow plastic cap stamped "m&r inc" set, a total distance of 263.65 feet to a point in an inlet for a concrete culvert in the Resaca del Rancho Viejo, for the southeast corner of this tract; thence, south 73 deg. 42 min. 36 sec. west, at a distance of 10.8 feet a half-inch iron pin found, at 195.0 feet an one-half inch iron pin with a yellow plastic cap stamped "m&r inc" set at the east right-of-way line of Avenida Tesoro (50 ft. r.o.w.), a total distance of 220.0 feet to the centerline of said Avenida Tesoro being on a curve to the right with a radius of 1248.53 feet, for a corner of this tract; thence, along centerline of said Avenida Tesoro being on a curve to the right with an arc length of 139.57 feet, for a corner of this tract; thence, continuing along said centerline, north 09 deg. 53 min. 10 sec. west, a distance of 148.916 feet to the point of beginning; containing 1.433 acres, more or less.

# (Lot 1, Block 2)

0.783 acre tract, out of "el angel golf course" and described as tract II – 50.373 acres in assumption warranty deed recorded in volume 18183, page 168, official records of Cameron County, Texas and being adjacent to Rancho Viejo subdivision, section 8, according to the map or plat thereof recorded in volume 26, page 37, map records of Cameron County, Texas

Said 0.783 acres being more particularly located and described as follows: beginning at the intersection of the centerlines of taco street (50 ft. r.o.w.) and Avenida Santa Ana (50 ft. r.o.w.), for the northeast corner of this tract; thence, along the centerline of Avenida Santa Ana, south 09 deg. 53 min. 10 sec. east, a distance of 30.55 feet to the point of curvature of a curve to the left with a radius of 2429.37 feet, for a corner of this tract; thence, continuing along the centerline of Avenida Santa Ana, an arc length of 129.91 feet to the southeast corner of this tract; thence, along the north line of lot 85, section 8, south 77 deg. 02 mln. 59 sec. west, at a distance of 25.0 feet a half-inch iron pin with a yellow plastic cap stamped "m&r inc" set, a total distance of 203.00 feet an one-half inch iron pin with a yellow plastic cap stamped "m&r inc" set, for the southwest corner of this tract; thence along the west line of this tract, being near the east edge of Resaca del Rancho Viejo, north 13 deg. 28 min. 57 sec. west, at 146.54 feet an one-half inch iron pin with a yellow plastic cap stamped "m&r inc" set at the south right-of-way line of taco street, a total distance of 171.59 feet to a point in the centerline of said

taco street, for the northwest corner of this tract; thence, along said centerline, north 80 deg. 06 min. 50 sec. east, a distance of 210.00 feet to the point of beginning; containing 0.783 acres, more or less.

# El Angel Rancho Viejo Subdivision No. 2, 3 Residential Lots

# (Lots 1 and 2, Block 1)

1.070 acre tract, out of "el angel golf course" and described as a 154.488 acre tract in assumption warranty deed recorded in volume 18183, page 168, official records of Cameron County, Texas and being adjacent to Rancho Viejo subdivision, section 7, according to the map or plat thereof recorded in volume 26, page 37, map records of Cameron County, Texas

Said 1,070 acres being more particularly located and described as follows; beginning at a concrete nail found at the southwest corner of lot 79, Rancho Viejo subdivision, section 7, being at the intersection of the centerlines of Avenida Tesoro (50 ft. r.o.w.) and enchilada street (50 ft. r.o.w.), for the northwest corner of this tract; thence, along the centerline of said enchilada street, south 69 deg. 47 min. 39 sec. east, a distance of 230.00 feet to a steel spindle found, for the northeast corner of this tract; thence along the east line of this tract, being near the west edge of Resaca del Rancho Viejo, south 17 deg. 19 min. 12 sec. west, at a distance of 25.03 feet an one-half inch iron pin with a vellow plastic cap stamped "m&r inc" set, at a distance of 106.82 feet an one-half inch iron pin with a yellow plastic cap stamped "m&r Inc" set, a total distance of 198.63 feet to an one-half inch iron pin with a yellow plastic cap stamped "m&r inc" set, for the southeast corner of this tract; thence, along the north line of lot 1, Rancho Viejo subdivision, section 7, north 69 deg. 47 min. 39 sec. west, at a distance of 240.0 feet a steel spindle found at the centerline of said Avenida Tesoro, for the southwest corner of this tract; thence, along centerline of said Avenida Tesoro, north 20 deg. 12 min. 21 sec. east, a distance of 198.38 feet to the point of beginning; containing 1.070 acres, more or less.

#### (Lot 1, Block 2)

0.803 acre tract, out of "el angel golf course" and described as tract II – 50.373 acres in assumption warranty deed recorded in volume 18183, page 168, official records of Cameron County, Texas and being adjacent to Rancho Viejo subdivision, section 8, according to the map or plat thereof recorded in volume 26, page 37, map records of Cameron County, Texas

Said 0.803 acres being more particularly located and described as follows: beginning at the northeast corner of lot 55, Rancho Viejo subdivision, section 8, being in the centerline of Avenida Santa Ana (50 ft. r.o.w.), for the southeast corner of this tract; thence, along the north line of said lot 55, north 74 deg. 22 min. 06 sec. west, at a distance of 25.0 feet a concrete monument found, at a distance of 179.6 feet a concrete

monument found, a total distance of 180,00 feet, for the southwest corner of this tract; thence along the west line of this tract, north 09 deg. 26 min. 25 sec. east, at 102,45 feet an one-half inch iron pin with a yellow plastic cap stamped "m&r inc" set, a total distance of 190.69 feet to a point in the Resaca del Rancho Viejo and being the south boundary line of lot 8, Santa Ana Lake subdivision no. 2 (cab. I, slot 3252, m.r.c.c.t.), for the northwest corner of this tract; thence, along the south line of said lot 8, south 69 deg. 47 min. 39 sec. east, at a distance of 20.0 feet a half-inch iron pin with a yellow plastic cap stamped "m&r inc" found, at 184.80 feet an one-half inch iron pin with a yellow plastic cap stamped "m&r inc" found, at the west right-of-way line of AvenIda Santa Ana (50 ft. r.o.w.), a total distance of 209.80 feet to the centerline of said Avenida Santa Ana, for the northeast corner of this tract; thence, along centerline of said Avenida Santa Ana, south 20 deg. 12 min. 22 sec. west, a distance of 41.63 feet to a point of curvature of a curve to the left with a radius of 1,647.05 feet, for a corner of this tract; thence, continuing along centerline of said Avenida Santa Ana, an arc length of 131.49 feet (chord:s17°55'08"w 131.46') to the point of beginning; containing 0.803 more or less

# El Angel Rancho Viejo Subdivision No. 3, 2 Residential Lots

### (Lot 1, Block 1)

0.816 acre tract, out of "el angel golf course" and described as a 154.488 acre tract in assumption warranty deed recorded in volume 18183, page 168, official records of Cameron County, Texas and being adjacent to Rancho Viejo subdivision, section 7, according to the map or plat thereof recorded in volume 26, page 37, map records of Cameron County, Texas

Said 0.816 acres being more particularly located and described as follows: beginning at the southwest corner of lot 79, Rancho Viejo Subdivision, section 79, being at the intersection of the centerlines of Avenida Tesoro (50 ft. r.o.w.) and Enchilada Street (50 ft, r.o.w.), for the southeast corner of this tract; thence, along the centerline of said Enchilada Street, north 69 deg. 47 min. 39 sec. west, a distance of 42.71 feet to the point of curvature of a curve to the left with a radius of 55.00 feet, for a corner of this tract; thence, along said curve being the centerline of said enchilada street, an arc distance of 34.30 feet (chord:n87°39'32"w 33.75'), for a corner of this tract;thence, continuing along the centerline of said enchilada street, south 74 deg. 28 min. 36 sec. west, a distance of 9.43 feet to the point of curvature of a curve to the right with a radius of 93.47 feet, for a corner of this tract; thence, along said curve being the centerline of said Enchilada Street, an arc distance of 58,32 feet (chord:s87°38'51"e 57.38'), for a corner of this tract; thence, continuing along the centerline of said Enchilada Street, north 69 deg. 46 min. 17 sec. west, a distance of 30.24 feet to the point of curvature of a curve to the right with a radius of 265.86 feet, for a corner of this tract; thence, along said curve being the centerline of said Enchilada Street, an arc distance of 57.33 feet (chord:s63°35'37"e 57.22'), for the southwest corner of this tract; thence along the west line of this tract, north 10 deg, 30 min. 46 sec. east, at 27.21 feet an one-half inch iron

pin with a yellow plastic cap stamped "m&r inc" set at the northern right-of-way line of enchilada street, a total distance of 167.90 feet to a half-inch iron pin with a yellow plastic cap stamped "m&r inc" set, for the northwest corner of this tract; thence, along the north line of this tract, south 65 deg. 23 min. 38 sec. east, at a distance of 231.91 feet a half-inch iron pin with a yellow plastic cap stamped "m&r inc" set at the west right-of-way line of Avenida Tesoro (50 ft. r.o.w.), a total distance of 256.91 feet to the centerline of said Avenida Tesoro being a curve to the left with a radius of 1925.76, for the northeast corner of this tract; thence, continuing along centerline of said Avenida Tesoro, an arc length of 118.62 feet (chord:s21°58'13"w 118.59'), to the point of beginning;containing 0.816 acres more or less

# (Lot 2, Block 1)

0.677 acre tract, out of "el angel golf course" and described as a 154.488 acre tract in assumption warranty deed recorded in volume 18183, page 168, official records of Cameron County, Texas and being adjacent to Rancho Viejo subdivision, section 7, according to the map or plat thereof recorded in volume 26, page 37, map records of Cameron County, Texas

Said 0.667 acres being more particularly located and described as follows: beginning at a one-half inch iron pin found at the southwest corner of lot 2a, Rancho Viejo 1986 subdivision (cab. i, slot 707-b, m.r.c.c.t.), for the southeast corner of this tract; thence, north 69 deg. 47 min. 39 sec. west, a distance of 180.00 feet to a one-half inch iron pin with a yellow plastic cap stamped "m&r inc" set, for the southwest corner of this tract; thence along the west line of this tract, north 27 deg. 40 min. 17 sec. east, at a distance of 202.60 feet an one-half inch iron pin with a yellow plastic cap stamped "m&r inc" set at the south right-of-way line of Enchilada Street (50 ft. r.o.w.), a total distance of 229.76 feet to the centerline of said Enchilada Street, being on a curve to the right with a radius of 303.40 feet, for the northwest corner of this tract; thence, along said centerline, an arc distance of 11.08 feet still on the centerline of said Enchilada Street, for the southwest corner of this tract; thence, continuing along said centerline, south 38 deg. 15 min. 47 sec. east, a distance of 34.41 feet to a curve to the left with a radius of 265.86 feet, for a corner of this tract; thence, along said curve, an arc distance of 88.87 feet (chord:s47°50'22"e 88.46'), to the northwestcorner of lot 2a, for the northeast corner of this tract; thence, along the west lot line of said lot 2a, south 10 deg. 30 min. 46 sec. west, at a distance of 26.79 feet a one-half inch iron pin found at the south right-of-way line of Enchilada Street, a total distance of 173.60 feet to the point of beginning: containing 0.677 acres, more or less

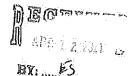
### Regards

Tony McDermid (Representatives) 956-350-4000 956-572-0332

# Mejia & Rose, Incorporated

Engineering

Surveying



**Engineering Report** For EL DIABLO RANCHO VIEJO SUBDIVISION NO. 1 LOT 1, BLOCK 1, IN THE CITY OF RANCHO VIEJO, TEXAS

# DECEMBER 9, 2020

Purpose of Subdivision

The purpose of this subdivision is to create a residential lot within this existing golf community.

Lot I Block I will have access to Carmen Ave. (50 ft. r.o.w.).

Proposed Improvements

There are no proposed improvements planned for this Subdivision except for sewer and water service taps on existing main lines.

Streets and Drainage

No new street or parking lot changes are proposed for the subdivision. No new underground storm sewer system are proposed for the Subdivision.

Sanitary Sewer Service

Service connection for lot 1, block 1 is to be installed on an existing gravity sewer line located in the western portion of the Carmen Ave. payement by cutting across payement to said line and to repair the payement in accordance with detail on sheet no. 3.

Water Service

1" Water Service connections for lot 1, block 1 is to be installed by cut or bore method on an existing waterline located across Carmen Ave. and parking for Las Casitas on the West side of Carmen Ave. and to repair the pavement in accordance with detail on sheet no. 3.

Install meter box approved by Valley Municipal Utility District no. 2 at time of taps. The actual water meters will not be installed until each site is developed

Page 1 of 2

Water Rights Fees, Impact Fees, and Reimbursement Fees
Water tap fee will be \$1,500.00 and sewer tap fee will be \$750.00 prepaid by developer to Valley Municipal Utility District no. 2.

<u>Electrical Service</u> Electric service will be provided by A.E.P.

# Street Lighting

Lot 1, Block 1 of EL DIABLO RANCHO VIEJO SUBDIVISION NO. 1.

Has an existing street light on the west edge of the lot at the right-of-way line of Carmen Ave.

No additional street lights are needed.

James E. Rose, P.E., R.P.L.S.

Page 2 of 2

NETES AND HOUNDS DESCRIPTION
OF I. PART I)

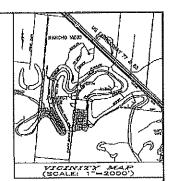
AND FOUR THAT OF THE WAS ON THE MESSAGE AS A STILL LESS THAT IS
SENTED WHICH THE THESE IS TO SET AND ESSAGE AS A STILL LESS THAT IS
SENTED WHICH THE PRIME IS TO SET AND THE MESSAGE AS A STILL LESS TO CONTROL
THE SENTENCE AND THE SENTENCE AND THE SENTENCE AS A STILL LESS THAT IS AT THE 4. AND
SENTENCE OF CONTROL OF MESSAGE AND THE SENTENCE AS A STILL LESS THAT IS A STILL LESS THAT IS

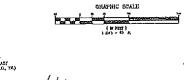
PURPOSE UT A FTD. SHOUL FANG AT THE SUMMERS WHEN COMES (IN A RECORD THAT HAS BEEN THE SUMMERS OF REPORT CHOOSE (IN THE REAL HAS BEEN THE SUMMERS OF REPORT CHOOSE (IN THE REAL HAS BEEN THE SUMMERS OF REPORT CHOOSE (IN THE REAL HAS BEEN THE SUMMERS OF REPORT CHOOSE (IN THE REAL HAS BEEN THE SUMMERS OF REAL HAS BEEN THE SUMERS OF REAL HAS BEEN THE SUMMERS OF REAL HAS BEEN THE SUMMERS OF REAL HAS BEEN THE SUMERS OF THE SUMERS OF THE SUMERS OF THE SUMERS OF

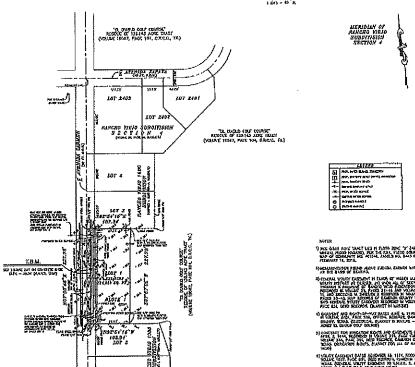
THE CONTROL OF STANK AND SECURED A SCHOOL OF SHEET HE AS ON THE SECURED THE SECURED SCHOOL OF SHEET HE SECURED SHEET SCHOOL OF SHEET HE SECURED SHEET SCHOOL OF SHEET SHEET

AND THE STATE OF SECULOR OF SECULOR SE

TYPICAL HIDE THE CONTROL OF MADRIA COUNTY HOURS IT THEN AS AND AS INC. THAT A BEST WAS AN







1) The Garage of Analth Scott Acts
1) The Garage of Analth Scott Acts
10 The California by Analth Scott Acts
11 The California by Analth Scott Acts
12 The California by Analt

THE TENEVISION OF COMMENT OF THE PERSON OF T

TOTALE FOR PART THE AMOUNTALY BESTER HI TOTALE FIRE PART BALL AND VOLLED PRESENT TO ALL RECORDED IN 1922 MICHAEL CANADA TOTAL TOTAL TOTAL CANADA TOTAL TOTAL CANADA TOTAL TOTAL CANADA T

BUILDING SETPACES: HEAT THE STRUCK LAST AND AND THE STRUCK LAST AND SERVICE LAST AND SERVICE

POWER THE WALL PROPERTY AND THE WALL WALL THE WA

EXCURSO IS MESS.

EXCURSO IS MESS.

EXCURSO IS MESS.

LOT (

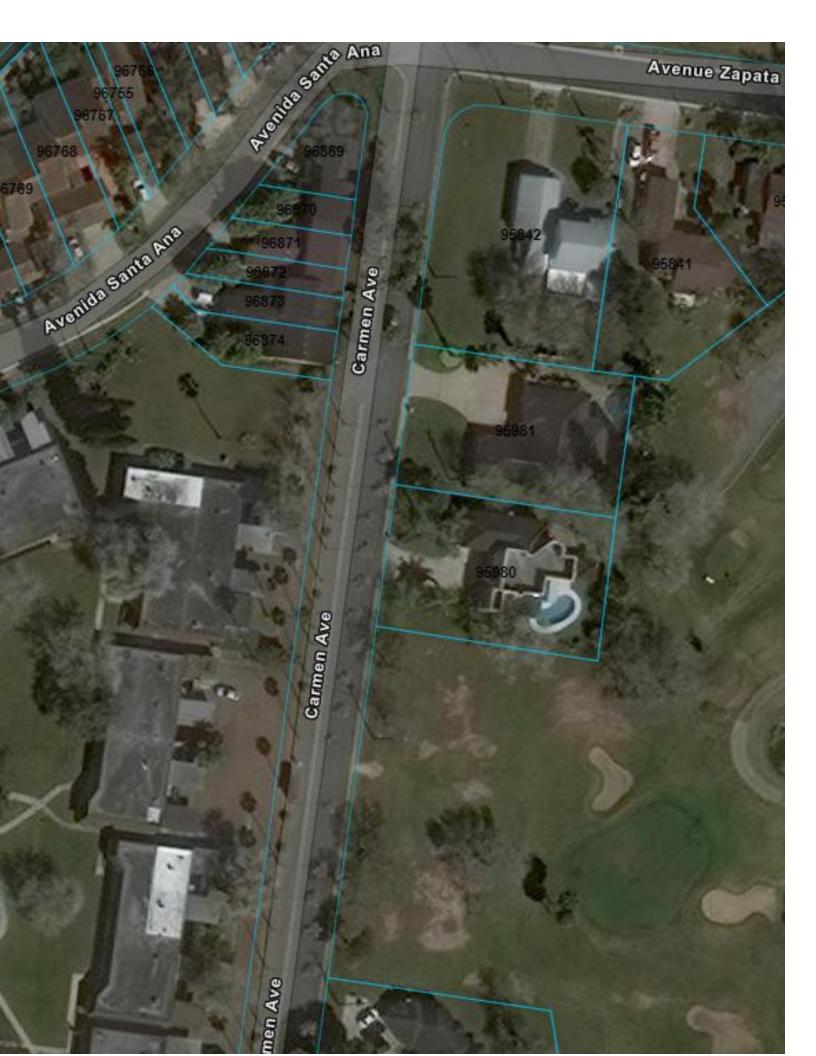
PREVANGARY FLAT "EL DIABLO RANCHO VIEJO SUBDIVSION NO. 1"

TOJ JAMES I EDUT OF THE RESOLUTION OF THE STATE OF THE S

Majin & Rose, Incorporated
Festiving Surveyor
T.B.P.R. Roy, No. 1-002570
T.B.P.L. Roy, No. 1-002570
T.

198 85 IDEO

6.2, X3, XA



9. Consideration/Action on Request by Tony McDermid, representative of Golf and Resorts Investments, LLC, owners, to approve the PRELIMINARY PLAT for 0.522 acre tract, out if "el diablo golf course" and described as a 139.143 acre tract in assumption warranty deed recorded in volume 19067, page 104, official records of Cameron County, Texas and being adjacent to Rancho Viejo subdivision, section 4, recorded in volume 26, page 45, and adjacent to Rancho Viejo 1986 subdivision, recorded in cabinet 1, slot 706-A, map records of Cameron County, Texas. Lot 1 Block 1 will have access to Carmen Ave.

10. Public Hearing on Request by Tony McDermid, representative of Golf and Resorts Investments, LLC, owners, to approve the PRELIMINARY PLAT for 1.433 acre tract, out of "el angel golf course" and described as a 154.488 acre tract in assumption warranty deed recorded in volume 18183, page 168, official records of Cameron County, Texas and being adjacent to Rancho Viejo subdivision, section 7, according to the map or plat thereof recorded in volume 26, page 37, map records of Cameron County, Texas. Lot 1 Block 1 will have access to Tesoro Ave. and Taco St. Lot 2 Block 1 will have access to Tesoro Ave.

And 0.783 acre tract, out of "el angel golf course" and described as tract II – 50.373 acres in assumption warranty deed recorded in volume 18183, page 168, official records of Cameron County, Texas and being adjacent to Rancho Viejo subdivision, section 8, according to the map or plat thereof recorded in volume 26, page 37, map records of Cameron County, Texas. Lot 1 Block 2 will have access to Santa Ana Ave. and Taco St.

# Mejia & Rose, Incorporated

Engineering

Surveying

# **Engineering Report**

# For

EL ANGEL RANCHO VIEJO SUBDIVISION NO. 1 LOT 1, BŁOCK 1, LOT 2, BLOCK 1 AND LOT 1, BLOCK 2, IN THE CITY OF RANCHO VIEJO, TEXAS

# DECEMBER 9, 2020

Purpose of Subdivision

The purpose of this subdivision is to create three additional residential lots within this existing golf community.

### Access

Lot I Block I will have access to Avenida Tesoro (50 ft. r.o.w.) and Taco Street (50 ft. r.o.w.).

Lot 2 Block 1 will have access to Avenida Tesoro (50 ft, r.o.w.).

Lot 1 Block 2 will have access to Avenida Santa Ana (50 ft. r.o.w.) and Taco Street (50 ft. r.o.w.).

# **Proposed Improvements**

There are no proposed improvements planned for this Subdivision except for sewer and water service taps on existing lines.

# Streets and Drainage

No new street or parking lot changes are proposed for the subdivision.

No new underground storm sewer systems are proposed for the Subdivision.

# Sanitary Sewer Service

Service connections for lot 1 and lot 2, block 1 are installed on a prop. deep sewer service line from an existing gravity sewer line located in a utility easement on the West side of the lot.

Service connection for lot 1, block 2 are installed on an existing 12 inch gravity sewer line located in a utility easement on the East side of the lot.

## Water Service

I" Water Service connections for lot 1 and lot 2, block i will be installed by boring under Ave. Tesoro and installing a 1" tapping saddle on an existing 8 inch waterline located within the right-of-way on the West side of Avenida Tesoro.

1" Water Service connection for lot 1, block 2 are installed by boring under Ave. Santa Ana and installing a 1" tapping saddle on an existing 8 inch waterline located in the right-of-way on the East side of Santa Ana ave..

Install meter box approved by Valley Municipal Utility District no. 2 at time of taps. The actual water meters will not be installed until each site is developed.

Page 1 of 2

P. O. Box 3761 • Brownsville, Texas 78523 • (956) 544-3022

现在,我们的时候,我们就没有一个时间,我们就会一个时间,我们就是我们的时候,我们就会一个时间,我们就会一个时间,我们就会一个时间,我们就会一个时间,我们就会一个时间,

Water Rights Fees, Impact Fees, and Reimbursement Fees
Water tap fee will be \$1,500.00 and sewer tap fee will be \$750.00 prepaid by developer to Valley Municipal Utility District no. 2.

# **Electrical Service**

Electric service will be provided by A.E.P.

# Street Lighting

Lot I Block 1 of EL ANGEL RANCHO VIEJO SUBDIVISION NO. 1

has an existing street light on a pole at the northwest corner. No additional street lights are needed.

Lot 1 Block 2 of EL ANGEL RANCHO VIEJO SUBDIVISION NO. 1

has an existing street light on a pole on the corner across Taco street to the north.

No additional street lights are needed.

James E. Rose, P.E., R.P.L.S.

Page 2 of 2

MITTED AND SCHOOLS DESCRIPTIONS

MITTED AND SCHOOLS DESCRIPTIONS

ACCOUNTS THAT, BY ST TAKES OUT SHAPE, BY STANDING SI, 154-64 USE DATE IN

ACCOUNTS HEREOTO CONTROLLED IN 194-65 (196. 204. 40 STORE, SECONDO COLUMNS

CONTROLLED AND SCHOOLS OF SHAPE (196. 204. 40 STORE, SECONDO COLUMNS

CONTROLLED AND SCHOOLS OF SHAPE (196. 40 STORE) OF SHAPE (196. 40 STORE)

AND SCHOOLS OF SHAPE (196. 40 STORE) OF SHAPE (196. 40 STORE)

AND SCHOOLS OF SHAPE (196. 40 STORE) OF SHAPE (196. 40 STORE)

AND SCHOOLS OF SHAPE (196. 40 STORE)

AN

PROMOTED AT THE PROPERTY OF THE CONTRACT OF THE DRIVET (SO IT, MAIN), HE AND HE TESON (SO IT, MAIN), FOR THE HOSPING TO THE THEORY. BUDGET, ALDHER MOT CHARDENINE OF TADD ERACHT, REPORT ON OLG, DO NOT, SE SIGN ENCE A DISTRIBUT OF TADD FICE, FOR DIC MORROCLAS CONTROL OF TADD STARLE.

NUMBER THAN IT EXCEPT LINE OF THE TRACE, BOTH THAN THE NUMBER COURSE OF MEDICAL COURSE OF THE CASE OF THE TRACE OF THE CASE OF

THESE SUMM TO SEE AT HE SHOTE METH, AT A DETRICT OF THE SEE A RAIL-HOUSE FOR FOR FOOD, AT WAS THE MAD AND A RAIL CASE FOR THE ASSET AND A SEE AT THE ACCOUNT HEAD FOR FIRST TO THE ACCOUNT HEAD FOR FIRST TO THE ACCOUNT HEAD FOR THE ACCOUNT HE ACCOUNT HEAD FOR THE ACCOUNT HEAD FOR THE ACCOUNT HE ACC

There were conducted of the presence dans on a size of the right win as an exactly out right, and a conduct of the conduct of However, completed allows that excepting, herein of five to use to see where a distance of respite field to the point of exercises.

METEL AND DOUGHED BESOND TION

THE AND DOLL AS FOR THE BESOND TO THE SALE AND A SALE A

OWNER AND THE SALE AS FOR THE SALE AND THE SALE AND A SALE A

OWNER AND THE SALE AS FOR THE SALE AND THE SALE AND A SALE A

OWNER AND THE SALE AS FOR THE SALE AND T

DEGREEO AT THE MICHESTERS OF THE CONSTRUCT OF THOS STROOT (SO FE REAR) AND ANDORS WHITA AND COPY, REARCH, FOR THE ANYTHING COPYRIS OF THIS THACH

THE PARTY OF CONTRACT OF DEVELOP CANADAM CAN'T AND SELECT WITH A RADING OF SELECT FOR A CORRECT OF THE THE THE PARTY OF SERVICE FOR A CORRECT OF THE SELECT WITH A RADING OF SELECT FOR A CORRECT OF THE THE PARTY OF SELECT FOR A CORRECT OF THE SELECT FOR A RADING OF SELECT FOR A CORRECT OF THE SELECT FOR A CORRECT FOR A CORE THEREST, CONTROL OF THE TRACTOR OF DISCOUNT CAPTURE LANGUA AND AND LIBERTY OF 1914 I FORT TO THE SOUTHERST CONTROL OF THE TRACTOR

REPORT, ALDICE THE REPORT OF LIGHT OF, TEXTING IN SOUTH IT TO ARE THE AREA SHOULD ARE A DESCRIPTION OF THE A DESCRIPTION OF THE AREA A TEXTING A DESCRIPTION OF THE A DESCRIPTION OF THE A DESCRIPTION OF THE A DESCRIPTION OF THE AREA OF THE A VELLOU PRICES CASE STREET, THEN ARE THE AREA STREET, THEN ARE THE ADMINISTRATION OF THE ADMINISTR

THE PROCESS OF THE PR

Signed, and one experiment, primes are seen on such 60 sect. U.S., a distinct of these parts to the prime of secondary. CONTROLS GUES ACADS, MINE OR SUTA.

202 37

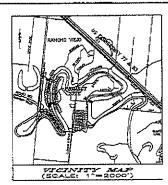
GRAPHIC SCALE [ (3 75 ± 1 ) 1 (4 1 ± 1 )

. .



LOT AF

OWNER: COLF & RESORTS SWESTMENTS, LLC : RANGHO MEJO, DR. 28575 RANGHO MEJO, DK. 78575



CONCARNAD LAND ACCUR, MATERIAL DRI LETTA

S DES LACE MAIN PART FOR IS SOND FOR "IF LARDA OF MAINE, ALGOR MAINES, DEEDE THE PARTIES IN THE REAL AND MAINES, DESCRIPTION PARTIES IN THE REAL AND IN TO CONCRETE THE FAST, FAST,

21 THE REPORT THAT WE IN FLOOR ETHER TO COME IN THE PROPERTY AND MERCHANT CHART THE FROM THE REPORT OF THE PROPERTY HAVE BEEN THAT AND MERCHANT THAT HAVE BEEN AND COME OF THE PROPERTY HAVE BEEN AND COME IN THE PROPERTY HAVE BE

THE POST DESCRIPTION OF THE POST OF STREET, AND DESCRIPTION OF THE STREET, AND DESCRIPTION OF

AN AUD DEED AS THE MEAN OF MALE MEANING A CHARLE MALE A CHARLE AS A CHARLE AS

of union' extrement cares have been us, 1974, recepted of related (1901, 1995, 1971, octor recepted, consider country, report (conduct short extraged to variety, 2, all frenches) institute of the short extraged to

(No. 204-204-124)

WILL SETZING BALLDAN SHWEET POTTO MITS ID M. ACMART

TO WILL SETZING BALLDAN SHWEET POTTO MITS ID M. ACMART

TO WILL SETZING BALLDAN SHWEET POTTO MITS ID M. ACMART

TO WILL SETZING BALLDAN SHWEET POTTO MITS ID M. ACMART

TO WILL SETZING BALLDAN SHWEET POTTO MITS ID M. ACMART

TO WILL SETZING BALLDAN SHWEET POTTO MITS ID M. ACMART

TO WILL SETZING BALLDAN SHWEET POTTO MITS ID M. ACMART

TO WILL SETZING BALLDAN SHWEET POTTO MITS ID M. ACMART

TO WILL SETZING BALLDAN SHWEET POTTO MITS ID M. ACMART

TO WILL SETZING BALLDAN SHWEET POTTO MITS ID M. ACMART

TO WILL SETZING BALLDAN SHWEET POTTO MITS ID M. ACMART

TO WILL SETZING BALLDAN SHWEET POTTO MITS ID M. ACMART

TO WILL SETZING BALLDAN SHWEET POTTO MITS ID M. ACMART

TO WILL SETZING BALLDAN SHWEET POTTO MITS ID M. ACMART

TO WILL SETZING BALLDAN SHWEET POTTO MITS ID M. ACMART

TO WILL SETZING BALLDAN SHWEET POTTO MITS ID M. ACMART

TO WILL SETZING BALLDAN SHWEET POTTO MITS ID M. ACMART

TO WILL SETZING BALLDAN SHWEET POTTO MITS ID M. ACMART

TO WILL SETZING BALLDAN SHWEET POTTO MITS ID M. ACMART

TO WILL SETZING BALLDAN SHWEET POTTO MITS ID M. ACMART

TO WILL SETZING BALLDAN SHWEET POTTO MITS ID M. ACMART

TO WILL SETZING BALLDAN SHWEET POTTO MITS ID M. ACMART

TO WILL SETZING BALLDAN SHWEET POTTO MITS ID M. ACMART

TO WILL SETZING BALLDAN SHWEET POTTO MITS ID M. ACMART

TO WILL SETZING BALLDAN SHWEET POTTO MITS ID M. ACMART

TO WILL SETZING BALLDAN SHWEET POTTO MITS ID M. ACMART

TO WILL SETZING BALLDAN SHWEET POTTO MITS ID M. ACMART

TO WILL SETZING BALLDAN SHWEET POTTO MITS ID M. ACMART

TO WILL SETZING BALLDAN SHWEET POTTO MITS IN M. ACMART

TO WILL SETZING BALLDAN SHWEET POTTO MITS IN M. ACMART

TO WILL SETZING BALLDAN SHWEET POTTO MITS IN M. ACMART

TO WILL SETZING BALLDAN SHWEET POTTO MITS IN M. ACMART

TO WILL SETZING BALLDAN SHWEET POTTO MITS IN M. ACMART

TO WILL SETZING BALLDAN SHWEET POTTO MITS IN M. ACMART

TO WILL SETZING BALLDAN SHWEET POTTO MITS IN M. ACMART

TO WILL SETZING BALLDAN SHIP POTTO MITS IN M. ACMART

TO WILL SETZING

e) has consider the proper partitions served to all term of the considerate cost. EXTENSION SINCE OF REPORTER IS 1939, 3048, NYAN LISE

PANCHO MENO SPERITIETON S F C 7 / O F E PODET M VACE DI LIBERTI LOT 33 POINT OF LOT 35 127 38 14 SE PRESE 2 \$77.02.52.5 CO\$.00° LOT 85 RANCHO MEJO SUMBINISTON S E C 7 I O N B Control of the contro -----

TARKET .

YOURS HIS PART ON, AUGUSTON TOTATION IN YOUNG 1644.
PART EST, AND WOUNT HIS PART ON ALL PROPRIES IN COLOR

PRELIMINARY PLAT

"EL ANGEL RANCHO VIEJO SUBDIVSION NO. 1"

2 WEZOBALIYY FOLZ BEING

1.435 AGE TEACT, DAT OF TO, ANGE OUT OURTE, AND DESCRIBED AS A SCARRE WAS TRACT OF COMPANY AND AND ATTORPTS IN VOLUME CASES FACE USE OTHER ANGEOGREE OF PARRISHED THAT THAT AS OF DEBT AND CONTROL RANGED WILLD DESCRIBED, COTTON T, ACCORDING TO THE USE OF THAT TOPICE AND AND ANGEL OF PARRISH TO ANGEL OF THE ANGEL OF THE TOPIC AND TO THE ANGEL OF THE TOPIC AND THE ANGEL OF THE TOPIC OF THE TOPIC AND THE TOPIC OF THE T

CORD SEAS TRAINER OF O'T, MICH. ON DOMEST. HE DESCRIBE AT THAIR SEASON SHOWS THE DESCRIPE ACTION OF THE ACCOUNTS OF SEASON PROBLEM TO THAIR SEASON ACCOUNTS OF CAMERON CONTINUES OF CAMERON CONTINUES

COLF & RESORTS INVESTMENTS, LLC (HOVEMBER 4, 2019)

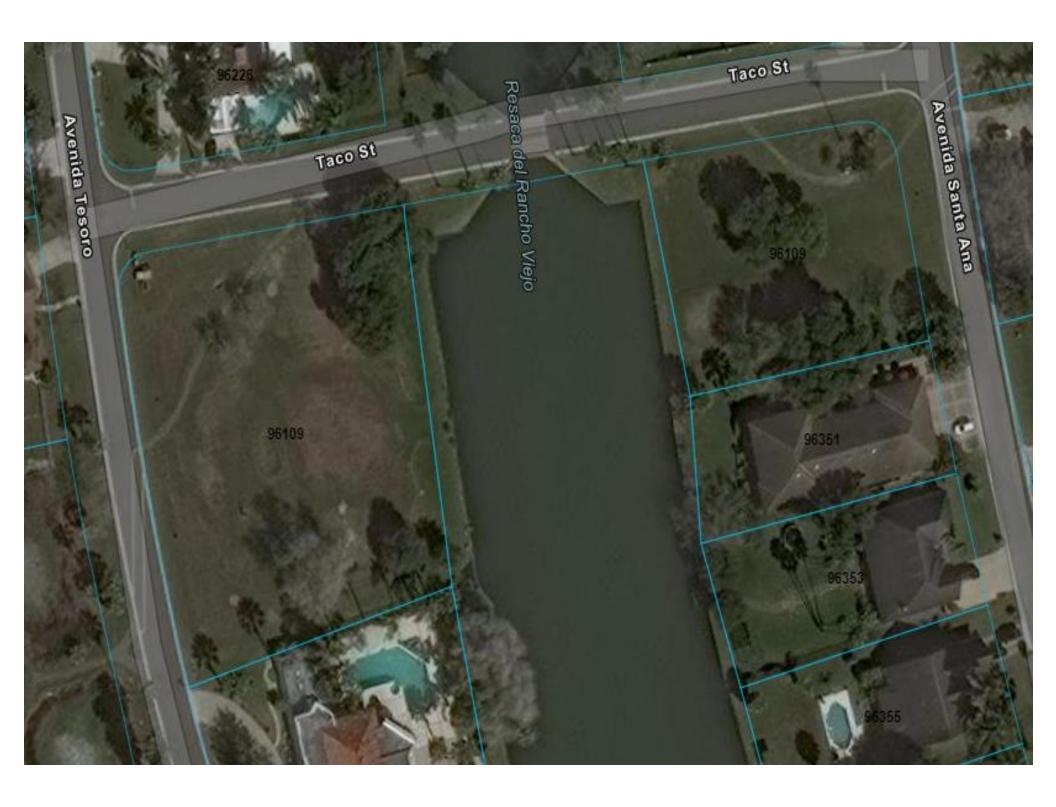
Mejia & Rose, Incorporated

Z.E.F.E. Rep. No. F-002070 T.D.F.L.S Reg. Ho. 19923850 1C43 Frat Fries Road (850) 544-4022 P.O. Sex 3751 Standardia Tenas 78520 Fee (255) 544-3955 small: mandrins0ongmal.com.

5.F. 50.M/....

The second

ETHANDO N. MEAA ACO. FROMESIONIAL LUNG CUNVETUR NO. 2000



11. Consideration/Action on Request by Tony McDermid, representative of Golf and Resorts Investments, LLC, owners, to approve the PRELIMINARY PLAT for 1.433 acre tract, out of "el angel golf course" and described as a 154.488 acre tract in assumption warranty deed recorded in volume 18183, page 168, official records of Cameron County, Texas and being adjacent to Rancho Viejo subdivision, section 7, according to the map or plat thereof recorded in volume 26, page 37, map records of Cameron County, Texas. Lot 1 Block 1 will have access to Tesoro Ave. and Taco St. Lot 2 Block 1 will have access to Tesoro Ave.

And 0.783 acre tract, out of "el angel golf course" and described as tract II – 50.373 acres in assumption warranty deed recorded in volume 18183, page 168, official records of Cameron County, Texas and being adjacent to Rancho Viejo subdivision, section 8, according to the map or plat thereof recorded in volume 26, page 37, map records of Cameron County, Texas. Lot 1 Block 2 will have access to Santa Ana Ave. and Taco St.

12. Public Hearing on Request by Tony
McDermid, representative of Golf and Resorts
Investments, LLC, owners, to approve the
PRELIMINARY PLAT for 0.816 acre tract, out of "el
angel golf course" and described as a 154.488 acre
tract in assumption warranty deed recorded in
volume 18183, page 168, official records of
Cameron County, Texas and being adjacent to
Rancho Viejo subdivision, section 7, according to
the map or plat thereof recorded in volume 26,
page 37, map records of Cameron County, Texas.
Lot 1 Block 1 will have access to Tesoro Ave. and
Enchilada St.

And 0.677 acre tract, out of "el angel golf course" and described as a 154.488 acre tract in assumption warranty deed recorded in volume 18183, page 168, official records of Cameron County, Texas and being adjacent to Rancho Viejo subdivision, section 7, according to the map or plat thereof recorded in volume 26, page 37, map records of Cameron County, Texas. Lot 2 Block 1 will have access to Enchilada St.

# Mejia & Rose, Incorporated

Engineering

Surveying

# Engineering Report For EL ANGEL RANCHO VIEJO SUBDIVISION NO. 3 LOT 1 AND LOT 2 BLOCK 1, IN THE CITY OF RANCHO VIEJO, TEXAS

# DECEMBER 9, 2020

# Purpose of Subdivision

The purpose of this subdivision is to create two additional residential lots within this existing golf community.

### Access

Lot 1 Block 1 will have access to Avenida Tesoro (50 ft. r.o.w.) and Euchilada Street (50 ft. r.o.w.). Lot 2 Block 1 will have access to Euchilada Street (50 ft. r.o.w.).

# Proposed Improvements

There are no proposed improvements planned for this Subdivision except for sewer and water service taps on existing main lines.

# Streets and Drainage

No new street or parking lot changes are proposed for the subdivision. No new underground storm sewer system are proposed for the Subdivision.

# Sanitary Sewer Service

Service connection for lot 1, block 1 is to be installed on an existing 10 inch gravity sewer line located in a utility easement on the north side of Enchilada Street.

Service connection for lot 2, block 1 is to be installed by boring under Enchilada St. and installing on an existing 10 inch gravity sewer line located in a utility easement on the north side of Enchilada Street.

## Water Service

1" Water Service connections for lot 1, block 1 is to be installed using a 1" tapping saddle on an existing 8 inch waterline located within a proposed 10 ft. easement just west of the right-of-way on the West side of Avenida Tesoro.

1" Water Service connection for lot 1, block 2 is to be installed using a 1" tapping saddle on an existing 6 inch waterline located in the southern right-of-way of Enchilada Street.

Install meter box approved by Valley Municipal Utility District no. 2 at time of taps. The actual water meters will not be installed until each site is developed

Page 1 of 2

P.O. Box 3761 Brownsville, Texas 78523 \$ (956) 544-3022

Water Rights Fees, Impact Fees, and Reimbursement Fees
Water tap fee will be \$1,500.00 and sewer tap fee will be \$750.00 prepaid by developer to Valley Municipal Utility District no. 2.

# Electrical Service

Electric service will be provided by A.E.P.

# Street Lighting

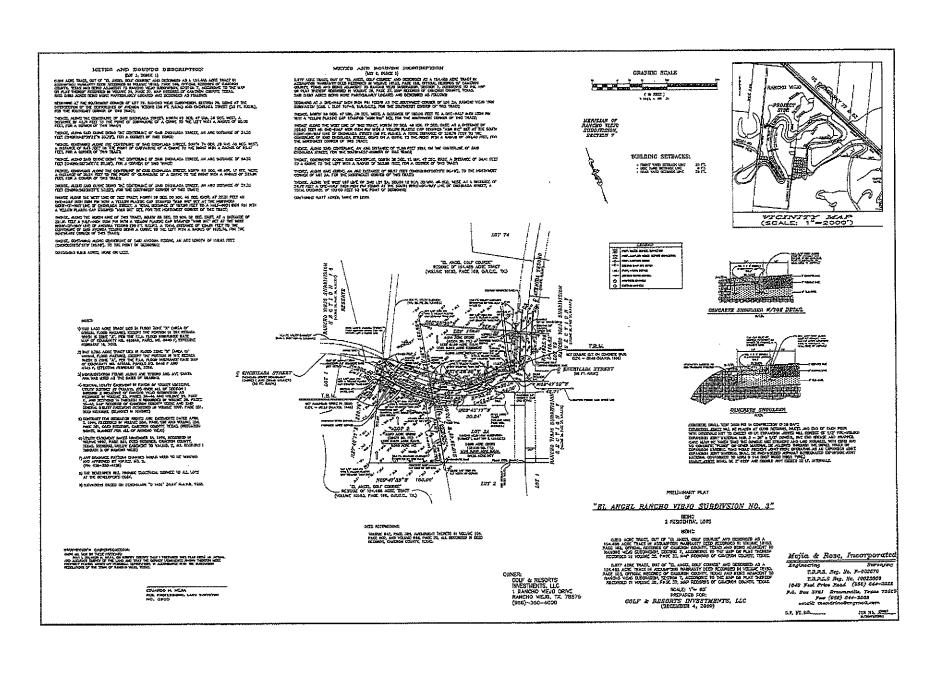
Lot 1, Block 1 of EL ANGEL RANCHO VIEJO SUBDIVISION NO. 3 has a light pole across Ave. Tesoro on the corner of lot 79. No additional street lights are needed.

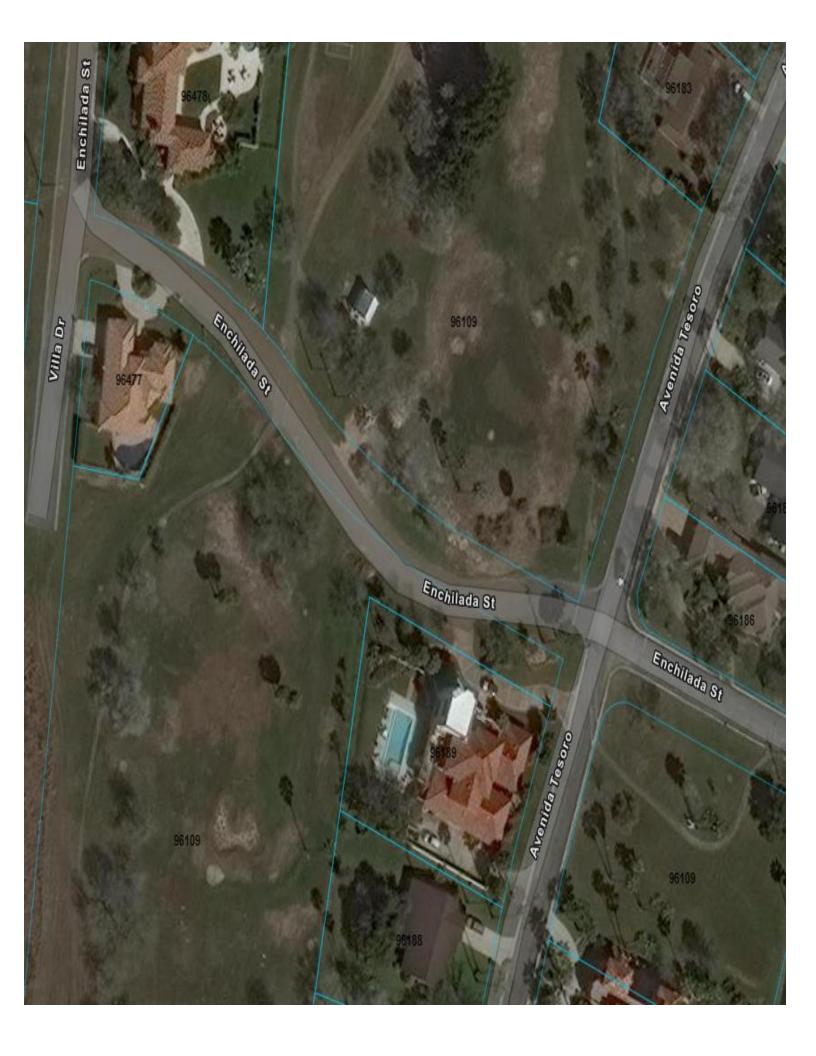
Lot 2, Block 1 of EL ANGEL RANCHO VIEJO SUBDIVISION NO. 3. Has no existing street light at this

time

James E. Rose, P.E., R.P.L.S.

Page 2 of 2





13. Consideration/Action on Request by Tony McDermid, representative of Golf and Resorts Investments, LLC, owners, to approve the PRELIMINARY PLAT for 0.816 acre tract, out of "el angel golf course" and described as a 154.488 acre tract in assumption warranty deed recorded in volume 18183, page 168, official records of Cameron County, Texas and being adjacent to Rancho Viejo subdivision, section 7, according to the map or plat thereof recorded in volume 26, page 37, map records of Cameron County, Texas. Lot 1 Block 1 will have access to Tesoro Ave. and Enchilada St.

And 0.677 acre tract, out of "el angel golf course" and described as a 154.488 acre tract in assumption warranty deed recorded in volume 18183, page 168, official records of Cameron County, Texas and being adjacent to Rancho Viejo subdivision, section 7, according to the map or plat thereof recorded in volume 26, page 37, map records of Cameron County, Texas. Lot 2 Block 1 will have access to Enchilada St.

14. Consideration/Action Of An Ordinance Of The Board Of Aldermen Of The Town Of Rancho Viejo, Texas, ("City") Approving A Negotiated Resolution Between The City And Texas Gas Service ("Tgs" Or "The Company") Regarding The Company's April 29, 2021 Cost Of Service Adjustment ("Cosa") Filing; Declaring Existing Rates To Be Unreasonable; Adopting New Tariffs That Reflect Rate Adjustments Consistent With The Negotiated Settlement And Finding The Rates To Be Set By The Attached Tariffs To Be Just And Reasonable; Providing For The Recovery Of The City's And Tgs' Reasonable And Necessary Rate Case Expenses; Adopting A Savings Clause; Determining That This Ordinance Was Passed In Accordance With The Requirements Of The Texas Open Meetings Act; Declaring An Effective Date; Repealing Any Prior Ordinances Inconsistent With This Ordinance And Requiring Delivery Of This Ordinance To The Company's And The City's Legal Counsel.

# Model Staff Report in Support of TGS COSA Rate Increase Ordinance

# Background

On April 29, 2021, Texas Gas Service Company ("TGS" or "Company") filed for a rate increase pursuant to the Cost of Service Adjustment ("COSA") tariff adopted by the Rio Grande Valley Service Area ("RGVSA") Cities. TGS claimed an entitlement to rate relief under the tariff in the amount of \$4,262,987 on a system-wide basis. Attorney, Thomas Brocato, and consultant, Karl Nalepa, relied upon by the city coalition to review the TGS filing and negotiate a settlement, agreed to recommend a settlement of \$3,842,357 on a system-wide basis.

# Purpose of the COSA

The Texas Legislature allows gas utilities to annually adjust rates based on changes to invested capital. That statutory provision is referred to as the Gas Reliability Infrastructure Program ("GRIP"). In a GRIP proceeding, cities are not allowed to intervene at the Railroad Commission, cannot challenge the reasonableness of any investment, and may not recover rate case expenses. In 2009, RGVSA Cities negotiated a COSA tariff as a three year experimental substitute for the GRIP process. Finding the COSA process to be mutually beneficial, the COSA process was renewed at the end of the experiment. In 2012, Cities and TGS agreed to a revised COSA tariff. In 2017, Cities and TGS agreed to revise the existing COSA tariff. This is the third filing under the revised tariff.

# Resolution of the 2021 Filing

Cities' consultant found that TGS' cost of service calculations were consistent with the terms of the COSA tariff. However, he identified several adjustments that were appropriate. After meeting to discuss the adjustment, the parties were able to reach negotiated resolution of the 2021 COSA.

In summary, the parties agreed to a total revenue requirement adjustment of \$780,364 off of the Company's original request of \$4,262,987. The agreed reductions to the revenue requirement results in a total increase of \$3,842,357.

# EXPLANATION OF "BE IT ORDAINED" PARAGRAPHS IN THE ORDINANCE

- Section 1. When rates change, it is critical for the regulatory authority to find existing rates to be unreasonable and for the new rates to be just and reasonable. This section finds that the new rates reflected in tariffs for each customer class attached to the Ordinance are reasonable.
- Section 2. This paragraph authorizes TGS to collect an additional \$3,842,357 in revenue.
- Section 3. This paragraph requires the Company to reimburse the City for consulting and legal costs associated with the requested increase.

- Section 4. This paragraph repeals any prior City action that might be inconsistent with the new tariffs adopted by the Council.
- Section 5. This paragraph recites compliance with the Open Meetings Act.
- Section 6. This paragraph is a typical savings clause, preserving the remaining provisions of the Ordinance should any one provision be determined to be invalid.
- Section 7. Pursuant to the COSA tariff, the new rates are to become effective on or after the first billing cycle of August each year. This paragraph allows the Company to implement the new rates on meter reads that occur on or after July 28, 2021.
- Section 8. This paragraph requires that an adopted and signed copy of the Ordinance be sent to the Company and outside counsel to the City.

# **RECOMMENDATION**

The City staff recommends adoption of the Ordinance and tariffs establishing new rates.

# ORDINANCE NO.

AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE TOWN OF RANCHO VIEJO. TEXAS. ("CITY") APPROVING A NEGOTIATED RESOLUTION BETWEEN THE CITY AND TEXAS GAS SERVICE ("TGS" OR "THE COMPANY") REGARDING THE COMPANY'S APRIL 29, 2021 COST OF SERVICE ADJUSTMENT ("COSA") FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING NEW TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT AND FINDING THE RATES TO BE SET BY ATTACHED **TARIFFS** TO  $\mathbf{BE}$ JUST THE REASONABLE; PROVIDING FOR THE RECOVERY OF THE CITY'S AND TGS' REASONABLE AND NECESSARY CASE **EXPENSES**; ADOPTING CLAUSE; DETERMINING THAT THIS ORDINANCE WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; DECLARING AN REPEALING EFFECTIVE DATE: ANY ORDINANCES INCONSISTENT WITH THIS ORDINANCE AND REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY'S AND THE CITY'S LEGAL COUNSEL.

WHEREAS, the Town of Rancho Viejo, Texas ("City") is a gas utility customer of Texas Gas Service ("TGS" or "the Company"), and a regulatory authority with an interest in the rates and charges of TGS; and

WHEREAS, pursuant to the terms of the agreement settling TGS' 2017 Statement of Intent to increase rates, to which City was a signatory, the City and other municipalities within the Rio Grande Valley Service Area and TGS worked collaboratively to develop the Cost of Service Adjustment ("COSA") tariff that allows for an expedited comprehensive rate review process; and

WHEREAS, on or about April 29, 2021, TGS filed with the City a COSA tariff seeking to increase natural gas rates to all customers residing in the City; and

WHEREAS, the Company requested a system-wide increase of \$4,262,987; and

WHEREAS, the City coordinated a review of TGS' COSA filing and designated attorneys and consultants to resolve issues in the Company's COSA filing; and

WHEREAS, the Company has filed evidence that existing rates are unreasonable and should be changed; and

WHEREAS, independent analysis by the City's rate expert concluded that TGS is able to justify an increase over current rates; and

WHEREAS, the City's attorney and consultant recommend that the City approve the Settlement Agreement reflecting increased revenues of \$3,842,357 on a system-wide basis; and

WHEREAS, the attached tariffs implementing new rates are consistent with the negotiated resolution reached by the City and are just, reasonable, and in the public interest; and

WHEREAS, the negotiated resolution of the Company's COSA filing and the resulting rates are, as a whole, in the public interest; and

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

Section 1. That the City Council finds that the existing rates for natural gas service provided by TGS are unreasonable and the new tariffs implementing this Ordinance, which are attached hereto and incorporated herein as Attachment A, are just and reasonable and are hereby adopted.

- Section 2. That a rate increase of \$3,842,357 on a system-wide basis is reasonable.
- Section 3. That TGS shall reimburse the reasonable ratemaking expenses of the City in processing the Company's rate application.

Section 4. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Ordinance, it is hereby repealed.

Section 5. That the meeting at which this Ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 6. That if any one or more sections or clauses of this Ordinance is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Ordinance and the remaining provisions of the Ordinance shall be interpreted as if the offending section or clause never existed.

Section 7. That the tariffs attached as Attachment A to this Ordinance shall become effective for meters read on and after July 28, 2021 consistent with the COSA tariff.

Section 9. That a copy of this Ordinance shall be sent to TGS, care of Stephanie Houle, 1301 South Mopac, Suite 400, Austin, Texas 78746, and to Thomas L. Brocato, Special Counsel to the City, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

PASSED AND APPROVED this 13th day of July, 2021.

	Mayor
ATTEST:	
Town Administrator	
APPROVED AS TO FORM:	
City Attorney	

# COST OF SERVICE ADJUSTMENT CLAUSE

# A. APPLICABILITY

This Cost of Service Adjustment Clause applies to all gas sales and standard transportation rate schedules of Texas Gas Service, a division of ONE Gas, Inc. (the "Company") currently in force in the incorporated areas of the Company's Rio Grande Valley Service Area ("RGVSA"). All rate calculations under this tariff shall be made on a RGVSA system wide basis. If, through the implementation of the provisions of this mechanism, it is determined that rates should be decreased or increased, then rates will be adjusted accordingly in the manner set forth herein. The rate adjustments implemented under this mechanism will reflect annual changes in the Company's cost of service and rate base as computed herein. This Rate Schedule 1-1 is authorized for an initial implementation period of three years commencing with the Company's filing under this rate schedule for the calendar year 2017, effective the first billing cycle of August 2018 and shall automatically renew for successive annual periods unless either the Company or the regulatory authority having original jurisdiction gives written notice to the contrary to the other by February 1, 2021, or February 1 of each succeeding year. Both the cities and the Company retain their statutory right to initiate a rate proceeding at any time.

# B. EFFECTIVE DATE

Rate adjustments shall be made in accordance with the procedures described below on an annual basis. The Company shall make its annual filing no later than May 1, with the rate adjustments to be effective for meters read on or after the first billing cycle of August each year. The first filing pursuant to this Rider shall be no later than May 1, 2018 and shall be based on the financial results for the calendar year ending December 31, 2017.

# C. COMPONENTS OF THE RATE ADJUSTMENT

Calculation of the rate adjustment will be based on operating expenses, return on investment, and Federal Income Tax. The first \$0.50 of the residential rate adjustment shall be included in the residential monthly Customer Charge of the applicable rate schedules with the excess of that amount applied to the Commodity Charge. The rate adjustment shall be included in the monthly Customer Charge of all other applicable rate schedules. The actual percentage change in total calendar year operating expenses shall not exceed five percent (5%), provided that the costs for the Company to provide public notice and reimburse City and Company rate case expenses as required herein, shall not be included in calculating the five (5%) limitation. The Company shall file with each regulatory authority having original jurisdiction over the Company's rates the schedules specified below, by FERC Account, for the prior calendar year period. The schedules will be based upon the Company's audited financial data, as adjusted, and provided in a format that will allow for the same analysis as that undertaken of a Company Statement of Intent filing, and shall include the following information:

C.1 Operating Expenses - Operating expenses will be those reported as part of our audited financials that are reconciled to the general ledger and assigned to the RGVSA level (either directly or allocated) in a manner consistent with the most recent RGVSA rate case.

The applicable expenses are:

Depreciation and Amortization Expense (Account Nos. 403-405) \*

Taxes Other Than FIT (Account No. 408) \*\*

Operation and Maintenance Expenses (Account Nos. 850-894, excluding any cost of gas related expenses)

Customer Related Expenses (Account Nos. 901-916) \*\*\*

Administrative & General Expenses (Account Nos. 920-932)

Interest on Customer Deposits (Account No. 431)

This information will be presented with supporting calculations.

\* Based on the last approved depreciation methods and lives.

\*\* Includes Texas Franchise Tax. Excludes City Franchise Fees, Gross Receipts, and any other revenue-based tax.

Meters Read On and After TBD

# **TEXAS GAS SERVICE, a division of ONE Gas, Inc.** Rio Grande Valley Service Area

# RATE SCHEDULE 1-1 Page 2 of 4

# COST OF SERVICE ADJUSTMENT CLAUSE

\*\*\* Account 9040, bad debt reserve accruals, will be replaced by Account 1440, bad debt actual write-offs, beginning with the COSA filed for calendar year ending December 31, 2021.

All shared expenses allocated to the RGVSA must be supported by workpapers containing the allocated amount, methodology and factors. The Company shall provide additional information for all operating expenses upon request by the regulatory authority during the ninety (90) day review period specified in Section D.

**C.2** Return on Investment - The rate of return will remain constant at the Weighted Cost of Capital authorized in the most recent RGVSA rate case. The return on investment is the rate of return multiplied by the rate base balance for the applicable calendar year.

The rate base balance is composed of:

Net Utility Plant in Service at year-end \* RRC 8.209 Regulatory Asset Balance

Plus:

Other Rate Base Items:

Materials and Supplies Inventories -13-month average
Prepayments (including Prepaid Pension) – 13-month average
Cash Working Capital – shall be calculated using the lead/lag days from the most recent RGVSA rate case

## Less:

Customer Deposits (Account No. 235) at year-end
Customer Advances (Account No. 252) at year-end
Deferred Federal Income Taxes at year-end, adjusted to reflect the federal income tax rate in C.3.

\* Net Utility Plant in Service as shown by FERC account. Gross utility plant in service and accumulated depreciation by account will be shown separately

Supporting information for all rate base items shall be provided to the regulatory authority during the ninety (90) day review period specified in Section D upon request by the regulatory authority.

# C.3 Federal Income Tax

Applicable calendar year federal income taxes will be calculated as follows:

Net Taxable Income (applicable calendar-year end rate base multiplied by rate of return from the most recent RGVSA rate case included in Section C.2.)

Less: Interest on Long Term Debt (applicable calendar-year end rate base multiplied by debt cost component of return from the most recent RGVSA rate case)

Multiplied by: Tax Factor (.21 / (1-.21)) or .265823.

The Tax Factor will be calculated using the federal income tax rate(s) in effect during the period revenues from the COSA will be collected, including newly enacted federal tax rates to the extent such new rates are known at the time of the annual filing.

# COST OF SERVICE ADJUSTMENT CLAUSE

C.4 Cost of Service Adjustment - The amount to be collected through the Cost of Service Adjustment will be the sum of the amounts from Sections C.1, C.2, and C.3 that total to the revenue requirement, less the calendar year actual non-gas revenue and other revenue (i.e., transportation revenue and service charges), adjusted for the revised Texas Franchise Tax described in Chapter 171 of the Texas Tax Code.

The formula to calculate the Cost of Service Adjustment is:

[(C.1 Operating Expenses + C.2 Return on Investment + C.3 Federal Income Tax - Actual Non-Gas and Other Revenues)] 
÷ (1 - Texas Franchise Tax statutory rate)

# C.5 Cost of Service Adjustment Rate and Cost of Service Adjustment Volumetric Rate

The Cost of Service Adjustment as calculated in Section C.4 will be allocated among the customer classes in the same manner as the cost of service was allocated among classes of customers in the Company's latest effective rates for the RGVSA. The cost of service adjustment for each customer class will then be converted into a per-customer per-month amount to produce the Cost of Service Adjustment Rate. The per customer adjustment will be the Cost of Service Adjustment as allocated to that class, divided by the average number of gas sales customers in each class for the RGVSA. The Cost of Service Adjustment Rate will be this per customer adjustment amount divided by 12 to produce a monthly adjustment amount, either an increase or decrease, which will be included in the gas sales and standard transportation customer charges. For the residential class only, the Cost of Service Adjustment rate will be limited to \$0.50 in any one year, and the remaining portion of the Cost of Service Adjustment allocated to the residential class will be recovered through a Cost of Service Adjustment Volumetric Rate, which will be calculated by dividing the remaining portion to be recovered from residential customers by annual, weather-normalized residential volumes.

# C.6 Attestation

A sworn statement shall be filed by the Company's Director of Rates, affirming that the filed schedules are in compliance with the provisions of this tariff and are true and correct to the best of his/her knowledge, information, and belief. No testimony shall be filed.

# C.7 Proof of Revenues

The Company shall also provide a schedule demonstrating the "proof of revenues" relied upon to calculate the proposed Cost of Service Adjustment rate. The proposed rates shall conform as closely as practicable to the revenue allocation principles in effect prior to the adjustment.

# C.8 Notice

Notice of the annual Cost of Service Adjustment shall be provided in a form similar to that required under Section 104.103, TEX. UTIL. CODE ANN not later than the 60th day after the date the utility files the COSA with the regulatory authority. The notice to customers shall include the following information:

- a) a description of the proposed revision of rates and schedules;
- b) the effect the proposed revision of rates is expected to have on the rates applicable to each customer class and on an average bill for each affected customer class;
- c) the service area or areas in which the proposed rate adjustment would apply;

# TEXAS GAS SERVICE, a division of ONE Gas, Inc. Rio Grande Valley Service Area

# RATE SCHEDULE 1-1 Page 4 of 4

# COST OF SERVICE ADJUSTMENT CLAUSE

- d) the date the proposed rate adjustment was filed with the regulatory authority; and
- e) the Company's address, telephone number-, and website where information concerning the proposed cost of service adjustment may be obtained.

# D. REGULATORY REVIEW OF ANNUAL RATE ADJUSTMENT

The regulatory authority with original jurisdiction will have a period of not less than ninety (90) days within which to review the proposed annual rate adjustment. During the review period, Company shall provide additional information and supporting documents as requested by the regulatory authority and such information shall be provided within ten (10) working days of the original request.

The rate adjustment shall take effect for meters read on or after the first billing cycle of August each year. This Cost of Service Adjustment Rate Schedule does not limit the legal rights and duties of the regulatory authority. The Company's annual rate adjustment will be made in accordance with all applicable laws. If at the end of the ninety (90) day review period, the Company and the regulatory authority with original jurisdiction have not reached an agreement on the proposed Cost of Service Adjustment Rate, the regulatory authority may take action to deny such adjustment or approve a different adjustment. If at the end of the ninety (90) day review period, the regulatory authority takes no action, the proposed Cost of Service Adjustment Rate will be deemed approved.

The Company shall have the right to appeal any action by the regulatory authority to the Railroad Commission of Texas not later than the 30th day after the date of the final decision by the regulatory authority. Upon the filing of any appeal, the Company shall have the right to implement its Cost of Service Adjustment Rate, subject to refund.

To defray the cost, if any, of regulatory authorities conducting a review of Company's annual rate adjustment, Company shall reimburse the regulatory authorities for their reasonable expenses for such review. Any reimbursement contemplated hereunder shall be deemed a reasonable and necessary operating expense of the Company in the year in which the reimbursement is made.

A regulatory authority seeking reimbursement under this provision shall submit its request for reimbursement to the Company following the final approval of the COSA but no later than October 1 of the year in which the adjustment is made. The Company shall reimburse the regulatory authorities in accordance with this provision no later than thirty (30) days of receiving the request for reimbursement.

RATE SCHEDULE 10

# RESIDENTIAL SERVICE RATE

# **APPLICABILITY**

Applicable to a residential customer in a single dwelling, or in a dwelling unit of a multiple dwelling or residential apartment, for domestic purposes. A residential consumer includes an individually-metered residential unit or dwelling that is operated by a public housing agency acting as an administrator of public housing programs under the direction of the U.S. Department of Housing and Urban Development. This rate is only available to full requirements customers of Texas Gas Service Company, a Division of ONE Gas, Inc.

# TERRITORY

The Rio Grande Valley Service Area includes the incorporated areas of Alamo, Alton, Brownsville, Combes, Donna, Edcouch, Edinburg, Elsa, Harlingen, Hidalgo, La Feria, La Joya, La Villa, Laguna Vista, Los Fresnos, Lyford, McAllen, Mercedes, Mission, Palm Valley, Palmhurst, Palmview, Penitas, Pharr, Port Isabel, Primera, Progreso, Rancho Viejo, Raymondville, Rio Hondo, San Benito, San Juan, Santa Rosa, and Weslaco, Texas.

# COST OF SERVICE RATE

During each monthly billing period:

A Customer Charge per meter per month of

\$17.52 plus

All Ccf @

\$0.74376 per Ccf

# **OTHER ADJUSTMENTS**

<u>Cost of Gas Component:</u> The basic rates for cost of service set forth above shall be increased by the amount of the Cost of Gas Component for the billing month computed in accordance with the provisions of Rate Schedule 1-INC.

<u>Weather Normalization Adjustment:</u> The billing shall reflect adjustments in accordance with the provisions of the Weather Normalization Adjustment Clause, Rate Schedule WNA.

<u>Energy Efficiency Program:</u> Adjustments in accordance with the provisions of the Energy Efficiency Program, Rate Schedule 1EE, if applicable.

Excess Deferred Income Taxes Rider: The billing shall reflect adjustments in accordance with provisions of the Excess Deferred Income Taxes Rider, Rate Schedule EDIT-Rider.

<u>Pipeline Integrity Testing Rider:</u> The billing shall reflect adjustments in accordance with provisions of the Pipeline Integrity Testing Rider, Rate Schedule PIT.

Rate Schedule RCE: Adjustments in accordance with provisions of the Rate Case Expense Surcharge Rider.

Taxes: Plus applicable taxes and fees (including franchises fees) related to above.

# **CONDITIONS**

Subject to all applicable laws and orders, and the Company's rules and regulations on file with the regulatory authority.

Supersedes Same Sheet Dated July 29, 2020 Meters Read On and After July 28, 2021

**RATE SCHEDULE 20** 

# COMMERCIAL SERVICE RATE

# **APPLICABILITY**

Applicable to commercial consumers and to consumers not otherwise specifically provided for under any other rate schedule. This rate is only available to full requirements customers of Texas Gas Service Company, a Division of ONE Gas, Inc.

# **TERRITORY**

The Rio Grande Valley Service Area includes the incorporated areas of Alamo, Alton, Brownsville, Combes, Donna, Edcouch, Edinburg, Elsa, Harlingen, Hidalgo, La Feria, La Joya, La Villa, Laguna Vista, Los Fresnos, Lyford, McAllen, Mercedes, Mission, Palm Valley, Palmhurst, Palmview, Penitas, Pharr, Port Isabel, Primera, Progreso, Rancho Viejo, Raymondville, Rio Hondo, San Benito, San Juan, Santa Rosa, and Weslaco, Texas.

# COST OF SERVICE RATE

During each monthly billing period:

A Customer Charge per meter per month of

\$122.11 plus (For Commercial Service)

\$104.11 plus (For Church Service)

All Ccf@

\$0.31650 per Ccf

# **OTHER ADJUSTMENTS**

<u>Cost of Gas Component:</u> The basic rates for cost of service set forth above shall be increased by the amount of the Cost of Gas Component for the billing month computed in accordance with the provisions of Rate Schedule 1-INC.

<u>Weather Normalization Adjustment:</u> The billing shall reflect adjustments in accordance with the provisions of the Weather Normalization Adjustment Clause, Rate Schedule WNA.

<u>Energy Efficiency Program:</u> Adjustments in accordance with the provisions of the Energy Efficiency Program, Rate Schedule IEE, if applicable.

Excess Deferred Income Taxes Rider: The billing shall reflect adjustments in accordance with provisions of the Excess Deferred Income Taxes Rider, Rate Schedule EDIT-Rider.

<u>Pipeline Integrity Testing Rider:</u> The billing shall reflect adjustments in accordance with provisions of the Pipeline Integrity Testing Rider, Rate Schedule PIT.

Rate Schedule RCE: Adjustments in accordance with provisions of the Rate Case Expense Surcharge Rider.

Taxes: Plus applicable taxes and fees (including franchises fees) related to above.

# **CONDITIONS**

Subject to all applicable laws and orders, and the Company's rules and regulations on file with the regulatory authority.

Supersedes Same Sheet Dated July 29, 2020

Meters Read On and After July 28, 2021

**RATE SCHEDULE 30** 

# INDUSTRIAL SERVICE RATE

# **APPLICABILITY**

Applicable to any qualifying industrial customer whose primary business activity at the location served is included in one of the following classifications of the Standard Industrial Classification Manual of the U.S. Government.

Division B - Mining - all Major Groups

Division D - Manufacturing - all Major Groups

Divisions E and J - Utility and Government - facilities generating power for resale only

# **TERRITORY**

The Rio Grande Valley Service Area includes the incorporated areas of Alamo, Alton, Brownsville, Combes, Donna, Edcouch, Edinburg, Elsa, Harlingen, Hidalgo, La Feria, La Joya, La Villa, Laguna Vista, Los Fresnos, Lyford, McAllen, Mercedes, Mission, Palm Valley, Palmhurst, Palmview, Penitas, Pharr, Port Isabel, Primera, Progreso, Rancho Viejo, Raymondville, Rio Hondo, San Benito, San Juan, Santa Rosa, and Weslaco, Texas.

# COST OF SERVICE RATE

During each monthly billing period:

A Customer Charge per meter per month of

\$712.83 plus

All Ccf @

\$0.30336 per Ccf

# OTHER ADJUSTMENTS

<u>Cost of Gas Component:</u> The basic rates for cost of service set forth above shall be increased by the amount of the Cost of Gas Component for the billing month computed in accordance with the provisions of Rate Schedule 1-INC.

<u>Excess Deferred Income Taxes Rider:</u> The billing shall reflect adjustments in accordance with provisions of the Excess Deferred Income Taxes Rider, Rate Schedule EDIT-Rider.

<u>Pipeline Integrity Testing Rider:</u> The billing shall reflect adjustments in accordance with provisions of the Pipeline Integrity Testing Rider, Rate Schedule PIT.

Rate Schedule RCE: Adjustments in accordance with provisions of the Rate Case Expense Surcharge Rider.

Taxes: Plus applicable taxes and fees (including franchises fees) related to above.

# CONDITIONS

Subject to all applicable laws and orders, and the Company's rules and regulations on file with the regulatory authority.

**RATE SCHEDULE 40** 

# PUBLIC AUTHORITY SERVICE RATE

# APPLICABILITY

Applicable to any qualifying public authority, public and parochial schools and colleges, and to all facilities operated by Governmental agencies not specifically provided for in other rate schedules or special contracts. This rate is only available to full requirements customers of Texas Gas Service Company, a Division of ONE Gas, Inc.

# TERRITORY

The Rio Grande Valley Service Area includes the incorporated areas of Alamo, Alton, Brownsville, Combes, Donna, Edcouch, Edinburg, Elsa, Harlingen, Hidalgo, La Feria, La Joya, La Villa, Laguna Vista, Los Fresnos, Lyford, McAllen, Mercedes, Mission, Palm Valley, Palmhurst, Palmview, Penitas, Pharr, Port Isabel, Primera, Progreso, Rancho Viejo, Raymondville, Rio Hondo, San Benito, San Juan, Santa Rosa, and Weslaco, Texas.

# COST OF SERVICE RATE

During each monthly billing period:

A Customer Charge per meter per month of

\$112.04 plus

All Ccf @

\$0.38068 per Ccf

# OTHER ADJUSTMENTS

<u>Cost of Gas Component:</u> The basic rates for cost of service set forth above shall be increased by the amount of the Cost of Gas Component for the billing month computed in accordance with the provisions of Rate Schedule 1-INC.

<u>Excess Deferred Income Taxes Rider:</u> The billing shall reflect adjustments in accordance with provisions of the Excess Deferred Income Taxes Rider, Rate Schedule EDIT-Rider.

<u>Weather Normalization Adjustment:</u> The billing shall reflect adjustments in accordance with the provisions of the Weather Normalization Adjustment Clause, Rate Schedule WNA.

<u>Pipeline Integrity Testing Rider:</u> The billing shall reflect adjustments in accordance with provisions of the Pipeline Integrity Testing Rider, Rate Schedule PIT.

Rate Schedule RCE: Adjustments in accordance with provisions of the Rate Case Expense Surcharge Rider.

Taxes: Plus applicable taxes and fees (including franchises fees) related to above.

# **CONDITIONS**

Subject to all applicable laws and orders, and the Company's rules and regulations on file with the regulatory authority.

RATE SCHEDULE T-1 Page 1 of 2

# TRANSPORTATION SERVICE RATE

# **APPLICABILITY**

Applicable to customers who have elected Transportation Service not otherwise specifically provided for under any other rate schedule.

Service under this rate schedule is available for the transportation of customer-owned natural gas through Texas Gas Service Company, a Division of ONE Gas, Inc.'s (the "Company") distribution system. The customer must arrange with its gas supplier to have the customer's gas delivered to one of the Company's existing receipt points for transportation by the Company to the customer's facilities at the customer's delivery point. The receipt points shall be specified by the Company at its reasonable discretion, taking into consideration available capacity, operational constraints, and integrity of the distribution system.

# **AVAILABILITY**

Natural gas service under this rate schedule is available to any individually metered, non-residential customer for the transportation of customer owned natural gas through the Company's Rio Grande Valley distribution system which includes the incorporated areas of Alamo, Alton, Brownsville, Combes, Donna, Edcouch, Edinburg, Elsa, Harlingen, Hidalgo, La Feria, La Joya, La Villa, Laguna Vista, Los Fresnos, Lyford, McAllen, Mercedes, Mission, Palm Valley, Palmhurst, Palmview, Penitas, Pharr, Port Isabel, Primera, Progreso, Rancho Viejo, Raymondville, Rio Hondo, San Benito, San Juan, Santa Rosa, and Weslaco, Texas. Such service shall be provided at any point on the Company's System where adequate capacity and gas supply exists, or where such capacity and gas supply can be provided in accordance with the applicable rules and regulations and at a reasonable cost as determined by the Company in its sole opinion.

# **COST OF SERVICE RATE**

During each monthly billing period, a customer charge per meter per month listed by customer class as follows:

Commercial \$464.11 per month Industrial \$962.83 per month Public Authority \$467.04 per month

Plus – All Ccf per monthly billing period listed by customer class as follows:

Commercial The First 5000 Ccf @ \$0.31650 per Ccf
All Over 5000 Ccf @ \$0.01777 per Ccf

RATE SCHEDULE T-1 Page 2 of 2

# TRANSPORTATION SERVICE RATE (Continued)

Industrial	The First 5000 Ccf @	\$0.30336 per Ccf
	All Over 5000 Ccf @	\$0.03453 per Ccf

Public Authority The First 5000 Ccf @ \$0.38068 per Ccf
All Over 5000 Ccf @ \$0.01595 per Ccf

# **ADDITIONAL CHARGES**

- 1) A charge will be made each month to recover the cost of taxes paid to the State of Texas pursuant to Texas Utilities Code, Chapter 122 as such may be amended from time to time which are attributable to the transportation service performed hereunder.
- 2) A charge will be made each month to recover the cost of any applicable franchise fees paid to the cities.
- In the event the Company incurs a demand or reservation charge from its gas supplier(s) or transportation providers in the unincorporated areas of the Rio Grande Valley Service Area, the customer may be charged its proportionate share of the demand or reservation charge based on benefit received by the customer.
- 4) Adjustments in accordance with provisions of the Rate Case Expense Surcharge Rider RCE.
- 5) The billing shall reflect adjustments in accordance with provisions of the Pipeline Integrity Testing Rider, Rate Schedule PIT.
- The billing shall reflect adjustments in accordance with provisions of the Excess Deferred Income Taxes Rider, Rate Schedule EDIT-Rider.

# SUBJECT TO

- 1) Tariff T-TERMS, General Terms and Conditions for Transportation.
- Transportation of natural gas hereunder may be interrupted or curtailed at the discretion of the Company in case of shortage or threatened shortage of gas supply from any cause whatsoever, to conserve gas for residential and other higher priority customers served. The curtailment priority of any customer served under this schedule shall be the same as the curtailment priority established for other customers served pursuant to the Company's rate schedule which would otherwise be available to such customer.
- 3) Subject to all applicable laws and orders, and the Company's rules and regulations on file with the regulatory authority.

# 15.Discussion/Action on the Extension of the Disaster Declaration filed with the Office of the Governor



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

# DECLARATION OF LOCAL DISASTER FOR PUBLIC HEALTH EMERGENCY

- WHEREAS, BEGINNING IN DECEMBER 2019, A NOVEL CORONAVIRUS, NOW DESIGNATED COVID-19, WAS DETECTED IN WUHAN CITY, HUBEI PROVINCE, CHINA, AND HAS SINCE SPREAD THROUGHOUT THE WORLD; AND
- WHEREAS, SYMPTOMS OF COVID-19 INCLUDE FEVER, COUGHING, AND SHORTNESS OF BREATH, IN SOME CASES THE VIRUS HAS CAUSED DEATH; AND
- WHEREAS, EXTRAORDINARY MEASURES MUST BE TAKEN TO CONTAIN COVID-19 AND PREVENT ITS SPREAD THROUGHOUT THE TOWN OF RANCHO VIEJO, INCLUDING THE QUARANTINE OF INDIVIDUALS, GROUPS OF INDIVIDUALS, AND PROPERTY AND, ADDITIONALLY, INCLUDING COMPELLING INDIVIDUALS, GROUPS OF INDIVIDUALS, OR PROPERTY TO UNDERGO ADDITIONAL HEALTH MEASURES THAT PREVENT OR CONTROL THE SPREAD OF DISEASE; AND
- WHEREAS, ON MARCH 20, 2020, THE MAYOR OF THE TOWN OF RANCHO VIEJO DECLARED A LOCAL STATE OF DISASTER, WHICH HAS BEEN RENEWED BY THE BOARD OF ALDERMEN BY RESOLUTION ADOPTED ON APRIL 14, 2020, MAY 12, 2020, JUNE 9, 2020, JULY 14, 2020, AUGUST 11, 2020, SEPTEMBER 8, 2020, OCTOBER 12, 2020, NOVEMBER 17, 2020, DECEMBER 8, 2020, JANUARY 12, 2021, FEBRUARY 9, 2021, MARCH 9, 2021, APRIL 13, 2021, MAY 11, 2021 AND JUNE 8, 2021.

# NOW, THEREFORE, BE IT PROCLAIMED BY THE MAYOR OF THE BOARD OF ALDERMEN OF THE TOWN OF RANCHO VIEJO:

- 1. THAT A LOCAL STATE OF DISASTER FOR PUBLIC HEALTH EMERGENCY IS HEREBY DECLARED FOR THE TOWN OF RANCHO VIEJO, TEXAS PURSUANT TO SECTION §418.108(A) OF THE TEXAS GOVERNMENT CODE.
- 2. PURSUANT TO §418.108(B) OF THE GOVERNMENT CODE, THE STATE

OF DISASTER FOR PUBLIC HEALTH EMERGENCY SHALL CONTINUE FOR A PERIOD OF NOT MORE THAN THIRTY DAYS STARTING JULY 20, 2021 TO AUGUST 19, 2021 UNLESS CONTINUED OR RENEWED BY THE BOARD OF ALDERMEN OF THE TOWN OF RANCHO VIEJO.

- 3. PURSUANT TO §418.108(C) OF THE GOVERNMENT CODE, THIS DECLARATION OF A LOCAL STATE OF DISASTER FOR PUBLIC HEALTH EMERGENCY SHALL BE GIVEN PROMPT AND GENERAL PUBLICITY AND SHALL BE FILED PROMPTLY WITH THE TOWN ADMINISTRATOR.
- 4. PURSUANT TO §418.108(D) OF THE GOVERNMENT CODE, THIS DECLARATION OF A LOCAL STATE OF DISASTER ACTIVATES THE TOWN'S EMERGENCY MANAGEMENT PLAN.
- 5. THAT THIS PROCLAMATION SHALL TAKE EFFECT STARTING JULY 20, 2021 UNTIL AUGUST 19, 2021, UNLESS TERMINATED EARLIER BY OPERATION OF LAW OR FURTHER ACTION OF THE BOARD OF ALDERMEN.

ORDERED THIS  $13^{\text{TH}}$  DAY OF JULY 2021, PURSUANT TO THE ACTION OF THE BOARD OF ALDERMAN ON SAID DATE.

MARIBEL B. GUERRERO,

TOWN OF RANCHO VIEJO MAYOR RANCHO VIEJO, TEXAS

16.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 33.07 be adopted and that Ad Valorem taxes remaining unpaid on July 1, 2021, 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 Linebarger, Goggan, Blair & Sampson, LLP 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 13<sup>TH</sup> DAY OF JULY, 2021.

Maribel B. Guerrero, Mayor

ATTEST:

Fred Blanco, Town Administrator

17. Consideration/Action on a Resolution of the Town of Rancho Viejo, Texas, appointing a Designated Officer or Employee to Calculate the No-New-Revenue and the Voter-Approval Tax Rates for Tax Year 2021

# RESOLUTION NO.

CONSIDERATION/ACTION ON A RESOLUTION OF THE TOWN OF RANCHO VIEJO, TEXAS, APPOINTING A DESIGNATED OFFICER OR EMPLOYEE TO CALCULATE THE NO-NEW-REVENUE AND THE VOTER-APPROVAL TAX RATES FOR TAX YEAR 2021

The Board of Aldermen of the Town of Rancho Viejo, Texas, does hereby designate the following employee to be the Town's designated employee for purposes set forth in Chapter 26 of the Property Tax Code. The following designated employee shall calculate the no-new-revenue and the voter-approval tax rates for the Town and shall certify the accuracy of applicable tax rate calculations worksheets.

Designated Employee:

Fred Blanco (Town Administrator)

Location of Office to be maintained by Designated Employee:
Rancho Viejo Town Hall
3301 Carmen Ave
Rancho Viejo, Texas 78575

The designated employee listed was designated by resolution of the Board of Aldermen of the Town of Rancho Viejo at a public meeting duly held on the 13<sup>th</sup> day of July 2021. This resolution shall remain effective unless rescinded or amended by resolution of the Board of Aldermen of the Town of Rancho Viejo.

PASSED, ADOPTED AND APPROVED BY THE BOARD OF ALDERMEN OF THE TOWN OF RANCHO VIEJO, TEXAS AT A REGULAR MEETING ON THIS THE  $13^{\rm TH}$  DAY OF JULY 2021.

Maribel B. Guerrero, Mayor

ATTEST:

Fred Blanco, Town Administrator

18. Authorization to Advertise for Bids for Depository Contract for Two Years with the Possibility of Three One Year Extensions at the Town's Option

## TOWN OF RANCHO VIEJO, TEXAS REQUEST FOR APPLICATIONS FOR DEPOSITORY SERVICES AND NOTICE OF MEETING TO CONSIDER APPLICATIONS FOR TOWN DEPOSITORY

Applications for a Depository Services Contract with the Town of Rancho Viejo will be received by Maribel B. Guerrero, Mayor of the Town of Rancho Viejo, Texas at the Town Municipal Office, 3301 Carmen Avenue, Rancho Viejo, Texas 78575 until 2:00 P.M. on Wednesday, September 8, 2021, pursuant to Chapter 105 of the Local Government Code. Applications received after the time announced will not be considered.

Applications will be opened and read aloud at 3:00 P.M. on, Wednesday, September 8, 2021, at the Town Municipal Office. Applications will be considered during the Regular Meeting of the Board of Aldermen scheduled for 6:00 P.M. on September 14, 2021, at the Town Office, 3301 Carmen Avenue, Rancho Viejo, Texas 78575.

Forms and specifications for Applications and Provisions may be obtained at the Town Municipal Office, 3301 Carmen Avenue, Rancho Viejo, Texas 78575 between 8:00 A.M. and 5:00 P.M., Monday through Friday or on our website at <a href="https://www.ranchoviejotexas.com">www.ranchoviejotexas.com</a>.

Each Application shall be enclosed in a sealed envelope and shall be plainly marked on the outside of the envelope - "Depository Services, Town of Rancho Viejo, Texas".

Maribel B. Guerrero, Mayor Town of Rancho Viejo

#### INSTRUCTIONS FOR APPLICANTS

The Town of Rancho Viejo will accept sealed Applications for a depository of Town funds until 2:00 P.M. on Wednesday, September 8, 2021, at the Town Municipal Office, 3301 Carmen Avenue, Rancho Viejo, Texas 78575. Applications received after the time announced will not be considered. The Applications will be opened and read aloud at 3:00 P.M. on Wednesday, September 8, 2021, at the Town Municipal Office. The Bid Proposals will be considered during the Regular Meeting of the Board of Aldermen scheduled for 6:00 P.M. on September 14, 2021, at the Town Municipal Office.

The term for the depository agreement is for two (2) years beginning October 1, 2021, and ending September 30, 2023 with the possibility of Three One Year Extensions at the Town's option.

All demand and time deposits will be deposited with the approved successful applicant on October 1, 2021, or as soon thereafter as the checks and deposit forms necessary to operate from such bank are provided to the Town of Rancho Viejo.

The depository will be selected under the applicable provisions of the Revised Civil Statutes of the State of Texas.

The Board of Aldermen of the Town of Rancho Viejo reserves the right to accept or reject any or all applicants and to waive all formalities.

Please attach a copy of your bank's most recent statement of financial conditions.

Maribel B. Guerrero, Mayor Town of Rancho Viejo 19.Consideration/Action on Approval to Participate in the Coronavirus Local Fiscal Recovery Fund (CLFRF)



#### July 2, 2021

## Regarding: American Rescue Plan Act Coronavirus Local Fiscal Recovery Funds (CLFRF)

The Texas Division of Emergency Management (TDEM) is writing to inform you, as a non-entitlement unit, that the state will soon announce the availability of CLFRF.

The CLFRF program is a component of the American Rescue Plan Act of 2021 and provides funding to local governments to broadly respond to the COVID-19 public health emergency. As established by U.S. Treasury Department guidance, the state, through TDEM, will distribute two tranches of payments to eligible non-entitlement units of local government (NEUs), which are local governments typically serving populations of under 50,000. The total funding amounts were determined by formula as directed by federal law and Treasury guidance. The state did not have discretion in determining these funding amounts, the eligibility of the NEUs, or how these funds must be spent.

The state will formally apply for funding on August 2, or when 90 percent of the NEU required information is received.

#### Immediate Action Needed

Complete the required steps included within the following timeline by August 2, 2021:

#### Coronavirus Local Fiscal Recovery Funds Timeline Check-In

The American Rescue Plan Act includes a short timeframe for the distribution of funding to participating NEUs. All NEUs should begin preparing the information necessary to upload their submission packages as soon as possible when the application portal is opened. NEUs that have not uploaded a complete submission package or are nonresponsive may lose access to these funds.

20.Consideration/Action to Open a New Bank Account for the Coronavirus Local Fiscal Recovery Fund (CLFRF)

## 21.Consideration/Action on Employee Healthcare Benefits



#### MEDICAL COST PROJECTION

Rancho Viejo - 23401dq 06/28/21 MEMBER OPTION

#### 3% Increase

Current Plan	2020-2021	2021-2022 Renewal
	Current Rates	New Rates
	Copay-1K-5K ER	Copay-1K-5K ER
	80% / 50%	80% / 50%
	PPO	PPO
	\$1,000 In Ded	\$1,000 In Ded
	\$2,000 Out Ded	\$2,000 Out Ded
	\$5,000 In OOP	\$5,000 In OOP
	\$0 Tela Health Copay	\$0 Tela Health Copay
	\$30 OV/\$45 SP/\$75 UC/\$500 ER Copay	\$30 OV/\$45 SP/\$75 UC/\$500 ER Copay
	DAW1&2 Rx Plan	DAW1&2 Rx Plan
EE	\$451.66	\$465.22
EE + Spouse	\$916.86	\$944.38
EE + Child(ren)	\$794.92	\$818.78
EE + Family	\$1,332.38	\$1,372.36

New Plan Options	Option 1	Option 2	Option 3	Option 4
2021-2022	14.91% Increase	10.54% Increase	7.55% Increase	2.36% Decrease
	Copay-500-3K ER	Copay-750-3K ER	Copay-750-4K ER	Copay-1500-5K ER
	80% / 50%	80% / 50%	80% / 50%	80% / 50%
	PPO (copay)	PPO (copay)	PPO (copay)	PPO (copay)
	\$500 In Ded	\$750 In Ded	\$750 In Ded	\$1,500 In Ded
	\$1,000 Out Ded	\$1,500 Out Ded	\$1,500 Out Ded	\$3,000 Out Ded
	\$3,000 In OOP	\$3,000 In OOP	\$4,000 In OOP	\$5,000 In OOP
	\$0 Tela Health Copay			
	\$30 OV/\$45 SP/\$75 UC/\$500 ER Copay			
	DAW1&2 Rx Plan	DAW1&2 Rx Plan	DAW1&2 Rx Plan	DAW1&2 Rx Plan
EE	\$519.00	\$499.26	\$485.76	\$440.98
EE + Spouse	\$1,053.54	\$1,013.48	\$986.08	\$895.18
EE + Child(ren)	\$913.44	\$878.68	\$854.94	\$776.12
EE + Family	\$1,531.00	\$1,472.76	\$1,432.94	\$1,300.86
	Option 1	Option 2	Option 3	Option 4
Please sign & date option chosen:	Signature / Date	Signature / Date	Signature / Date	Signature / Date

DAW1&2 Plan: If a brand name drug is dispensed and a generic alternate drug exists, the Covered Individual pays the difference between the brand name and generic price in addition to the appropriate copayment for the brand name. The cost difference between the brand name and generic price does not apply to any individual deductibles or out of pocket amounts. The differential applies to all prescriptions purchased through this program when a generic alternate is available.

NonDAW Plan: If a brand name drug is dispensed and a generic alternate drug exists, the Covered Individual pays the appropriate brand copay.

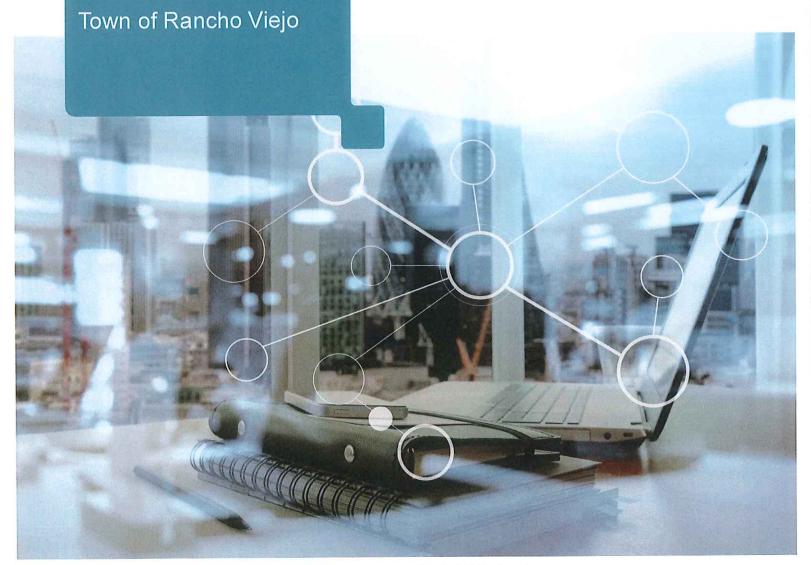
THIS DOES NOT COMPLETE THE RERATE PROCESS. YOU WILL NEED TO SIGN THE MEMBER OPTION AND DO ONE OF THE FOLLOWING BY 06/28/2021:

- Scan an image of the signed member option and email it to underwriting@tmlhb.org, or
- 2. Fax the signed member option to (512) 719-6541, attn: Underwriting
- THEN A NEW RERATE NOTICE WILL BE GENERATED AND MAILED TO YOU. THE RERATE SHEET MUST BE SIGNED AND RECEIVED IN AUSTIN BY 07/01/2021 FOR THE NEW BENEFITS AND RATES TO BE EFFECTIVE FOR 10/01/2021.

# 22.Consideration/Action to Approve Lease Agreement for Printer/Copier/Fax



## Multifunction Solution Upgrade Proposal



#### PREPARED BY:

Aissa Acevedo - Account Manager

Phone: (956) 607-6465

Email: aissa.acevedo@ricoh-usa.com

Proposal Submitted: June 4, 2021

## **Current Situation**

Model Serial # / C Serial / EID	Configuration	Average Monthly Volume Over Last 12 Months
Ricoh MPC4503 E175M160929 / C85069485 / 13509613	45 PPM Color and B&W Output Copy / Print / Scan / Fax Trays 1 & 2— 550 Sheet Trays Cabinet Stand 100 Sheet Bypass Tray 500 Sheet Internal Finisher	B/W AMV–1,555 Color AMV–1,961
60 Monthly Lease & Service Payment		\$151.68
Includes 3,000 B&W Clicks B, Month Monthly	e Billed Quarterly)	
Average Monthly O	verage Charges	\$83.93
TOTAL AVERAGE MONTHLY SPEND		\$235.61

#### Proposed Solution - Office Workgroup Color MFP

## Ricoh Aficio IMC3500 35 PPM Color and Black & White MFP

#### **Key Features**

- 35-PPM Color and B&W Print & Copy Output Speed
- Color Copy, Print, Scan & Fax Enabled
- 220 Sheet Single-Pass Document Feeder
- 10.1 Smart Operation Panel
- Automatic Duplex
- Standard DataOverwriteSecurity System (DOSS)
- Tray 1 550 Sheets (Letter)
- ➤ Tray 2 550 Sheets (Up to 11" x 17")
- Cabinet Stand
- Bypass Tray 100 Sheets
- ▶ 500 Sheet Internal Finisher / Stapler
- Fax Enabled
- 320 GB Hard Disk Drive
- ▶ 2 GB Ram
- Energy Star® Compliant

#### **Dimensions**

 $W \times D \times H$  (inches): 23.10 × 27.00 × 47.90

Ricoh Rebate Check Available: \$1,000.00





#### **Investment Details – DIR Pricing**

Proposed Equipment  1 — Ricoh IMC3500				
Device Configuration Ricoh IMC3500	35 PPM Color and B&W Output Copy / Print / Scan / Fax Tray 1 and 2– 550 Sheet Trays & 100 Sheet Bypass Cabinet Stand 500 Sheet Internal Finisher			
Service / Maintenance	2,000 B&W Clicks and 0 Color Clicks Included Monthly B&W and Color Overages Billed Quarterly B/W @ \$0.0045 and Color \$0.035			
60 Month Lease & Service Payment	\$138.00			

## Pricing is based off of State of Texas DIR Contract DIR-CPO-4435 Pricing Also Includes:

Delivery, Installation, and Operator Training
Gold Service Entitlements: Toner, Staples, Maintenance, Parts and Labor
Pick-Up/Removal of Current Equipment

#### Impact and Benefits:

- Upon Award, Ricoh Will Deploy New Hardware For Town of Rancho Viejo (working with Staff and IT)
- Ricoh Open Architecture Platform Allows For Easy Integration With Various Document Management and Print Management Software Solutions.
- ▶ Ricoh's User Interface Will Allow For Simplified End User Transition From Current Ricoh Devices To New Ricoh Solution
- ▶ All Devices Outlined Are Secure With Both Hard Drive Encryption & Data Overwrite Security System (DOSS)
- All Devices Outlined Are Energy Star® Compliant
- ▶ Pricing is Based Off Of State of Texas DIR Contract DIR-CPO-4435 and Includes Additional Discounts
- ► Immediate Savings VS Current Situation

Monthly Savings - \$13.68

Annual Savings - \$164.16

Savings Over 5 Year Term + Rebate Check - \$1,820.80

► ADDITIONAL SAVINGS

Discounted Overage Rates for both B&W and Color! You can expect to save over 18% on Color Usage

Example:

Current Color Monthly Usage: 1,961 x \$0.0428 = \$83.93

FUTURE Color Monthly Usage: 1,961 x \$0.035 = \$68.64 (18.22% off!)

### Proposed Solution - Office Workgroup Color MFP

## Ricoh Aficio IMC4500 45 PPM Color and Black & White MFP

#### Key Features

- 45-PPM Color and B&W Print & Copy Output Speed
- ▶ Color Copy, Print, Scan & Fax Enabled
- 220 Sheet Single-Pass Document Feeder
- ▶ 10.1 Smart Operation Panel
- Automatic Duplex
- Standard DataOverwriteSecurity System (DOSS)
- ➤ Tray 1 550 Sheets (Letter)
- Tray 2 550 Sheets (Up to 11" x 17")
- Cabinet Stand
- ▶ Bypass Tray 100 Sheets
- 500 Sheet Internal Finisher / Stapler
- Fax Enabled
- 320 GB Hard Disk Drive
- 2 GB Ram
- Energy Star® Compliant

#### **Dimensions**

 $W \times D \times H$  (inches): 23.10 × 27.00 × 47.90

Ricoh Rebate Check Available: \$1,200.00





#### **Investment Details – DIR Pricing**

Proposed Equipment  1 — Ricoh IMC4500				
Device Configuration Ricoh IMC4500	45 PPM Color and B&W Output Copy / Print / Scan / Fax Tray 1 and 2– 550 Sheet Trays & 100 Sheet Bypass Cabinet Stand 500 Sheet Internal Finisher			
Service / Maintenance	2,000 B&W Clicks and 0 Color Clicks Included Monthly B&W and Color Overages Billed Quarterly B/W @ \$0.0045 and Color \$0.035			
60 Month Lease & Service Payment	\$151.00			

## Pricing is based off of State of Texas DIR Contract DIR-CPO-4435 <u>Pricing Also Includes:</u>

Delivery, Installation, and Operator Training
Gold Service Entitlements: Toner, Staples, Maintenance, Parts and Labor
Pick-Up/Removal of Current Equipment

#### **Impact and Benefits:**

- Upon Award, Ricoh Will Deploy New Hardware For Town of Ranch Viejo (working with Staff and IT)
- Ricoh Open Architecture Platform Allows For Easy Integration With Various Document Management and Print Management Software Solutions.
- Ricoh's User Interface Will Allow For Simplified End User Transition From Current Ricoh Devices To New Ricoh Solution
- ▶ All Devices Outlined Are Secure With Both Hard Drive Encryption & Data Overwrite Security System (DOSS)
- ➤ All Devices Outlined Are Energy Star® Compliant
- ▶ Pricing is Based Off Of State of Texas DIR Contract DIR-CPO-4435 and Includes Additional Discounts
- ▶ \$1,200.00 Ricoh Rebate Eligible! (Order must be placed by September 30, 2021 & delivery accepted by December 30, 2021)
- Discounted Overage Rates for both B&W and Color! You can expect to save over 18% on Color Usage

#### Example:

Current Color Monthly Usage: 1,961 x \$0.0428 = \$83.93

FUTURE Color Monthly Usage: 1,961 x \$0.035 = \$68.64 (18.22% off!)

## RICOH



Proprietary and Confidential Statement—The enclosed materials are proprietary to Ricoh USA, Inc., a Ricoh company ("Ricoh"), and Ricoh reserves all right, title, and interest in and to such materials. The terms, conditions, and information set forth herein are confidential to Ricoh and may not be disclosed in any manner to any person other than the addressee, together with its officers, employees, and agents who are directly responsible for evaluating the contents of these materials for the limited purpose intended. These materials may not be used in any manner other than for such limited purpose. Any unauthorized disclosure, use, reproduction, or transmission is expressly prohibited without the prior written consent of Ricoh. These materials summarize a proposed equipment and/or services solution. They are intended for informational purposes only to assist you in your evaluation of Ricoh as a potential business partner. These materials do not represent an offer or a binding agreement.



#### Appendix K to DIR Contract No. DIR-CPO-4435

#### Supplementary Schedule to Master Lease Agreement (MLA)

r			_		6 Mareton I again	
	Master Numbe	Lease Agreement er:		Agreer	f Master Lease nent:	
		of Lessee:	Rancho Viejo, Town Of			
refer by th sche	ence, ar ne terms dule (th porated <u>Lease</u>	nd Ricoh USA, Inc. (hereir and conditions of Apper is "Schedule") to the MLA herein by reference. of Equipment: We here	nafter "We", "Us" or "Our) and the lessee and ix E, MLA to DIR Contract No. DIR-CA, in accordance with the terms and co	named above (her PO-4435. In add nditions set forth to by agree to lease	reinafter "You" and "Your" ition, We and You hereb pelow and Appendix E, N	O-4435 is deemed incorporated herein by ) hereto enter into and agree to be bound y agree to enter into this supplementary ILA to DIR Contract No. DIR-CPO-4435 escribed Equipment upon the terms and
	OUIPME	ENT INFORMATION: S	ee Attached Equipment Schedule	Equipmen	t Location (if different than	address shown above):
	uantity			Quantity	Equipment Make, Model	& Serial Number (Required)
	1	IMC4500				
-						
<b>.</b>						
$\vdash$						
$\vdash$						
_						
$\vdash$						
$\vdash$						
$\vdash$	<u>-</u>					
_						
$\vdash$						
-						
Ī	RM AND	PAYMENT INFORMATIO	N: Initial Term: 60 months	Lease Payr	nent: \$ <u>142.00</u>	
2.	Fauin	ment Supplier(s):	Ricoh USA, Inc. n of Rancho Viejo 3301 Carmen Ave, Rancho	Vieio TX 78575		
3. 4.	Misce same faxed Sched its ten	Ilaneous: This Schedule document. You acknowled or copied signature may but e with Our original signs.	nor kancho viejo 3301 Carmeir Ave, kancho may be executed in counterparts, each cige that You have received a copy of this e treated as an original and will be admisture. You hereby represent to Us that Schedule to the MLA entered into in a	of which shall be de Schedule and ago ssible as evidence this Schedule is I	ee that a facsimile or othe of this Schedule. You wa egally binding and enforc	er copy of this Schedule containing Your ive notice of receipt of a copy of this ceable against You in accordance with
T	PO Nur	mhar:		Ricoh U	SA, Inc.	
		mnet.				
	Date:			By: <b>X</b> Print Na	ma·	
9	Ву: <b>Х</b>					
11	Print Na	ame:		Date:		



#### **ORDER AGREEMENT**

Sales Type: LEASE

RFP or Bid Contract Date:

	EQUIPMENT BILI	L TO INFORMATION	
Customer Legal Name: RANCHO VIEJO	D, TOWN OF		
Address Line 1: 3301 CARMEN AVE		Contact: Fred Blanco	
Address Line 2:		Phone: (956)350-4093	
City: RANCHO VIEJO		E-mail: fblanco@ranchoviejotexas.com	
ST/Zip: TX/78575-5203	County: CAMERON	Fax:	

Check all that apply:	
□ PO Included PO#	□ PS Service (Subject to and governed by additional Terms and Conditions)
☐ TS PO# (if applicable)	☐ IT Service (Subject to and governed by additional Terms and Conditions)
☑ Sales Tax Exempt (Attach Valid Exemption Certificate)	☑ Fixed Rate Service Term <u>60 Months</u>
☐ Syndication	
☐ Add to Existing Service Contract #	

This is an Order made pursuant to the terms and conditions of the above referenced Master Agreement(s) between Customer and Ricoh USA, Inc. The signature below indicates that the customer accepts all terms and conditions of the applicable Master Agreement(s) for this sale, all of which are incorporated herein by reference and made part of this Order. This Order is not valid unless and until signed by and Authorized Signatory of Ricoh USA, Inc.

	SERVICE IN	NFORMATION		
	SERVICE BILL	TO INFORMATION		
Customer Legal Name: RANCHO	VIEJO, TOWN OF			
Address Line 1: 3301 CARMEN AV	Æ	Contact: Fred Blanco		
Address Line 2:		Phone: (956)350-4093	Phone: (956)350-4093	
City: RANCHO VIEJO		E-mail: fblanco@ranchoviejotexas	.com	
ST/Zip: TX/78575-5203	County: CAMER	ON Fax:		
Service Term (Months)	Base Billing Frequency	Overage Billing Frequency	Service Type	
60	MONTHLY	QUARTERLY	GOLD	

	SH	IP TO INFORMATIO	N	
Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
TOWN OF RANCHO VIEJO	3461 CARMEN AVE	RANCHO VIEJO TX/78575-5221 CAMERON	Fred Blanco	(956)350-4093 fblanco@ranchoviejotexas.co m

Page 1 of 2

29850847



Product Description	QTY	Service Level	Total B/W Allowance	B/W Ovg	Total Color Allowance	Color Ovg	Service Base MONTHLY
			QUARTERLY		QUARTERLY		
RICOH IMC4500 CONFIGURABLE PTO MODEL	1	GOLD	6000	0.0045	0	0.035	\$9.00

BASIC CONNECTIVITY / PS / IT SERVI	CES INFORMATION
BASIC CONNECTIVITY / PS / IT Services Description	Quantity
TS NETWORK & SCAN - SEG BC4	1
RETURN CHARGE - SEGMENT 2 OR GREATER DEVICES	1
TS-TRAINING ADVANCED HARDWARE ONLY	1
MONTH TO MONTH CUSTOMER REBATE CHECK	1

ORDER TOTALS			
Service Type Offerings:	Product Total:		
Gold: Includes all supplies and staples. Excludes paper.	BASIC CONNECTIVITY / PS / IT Services :		
Silver: Includes all supplies. Excludes paper and staples.	BuyOut After Promotions:		
Bronze: Parts and labor only. Excludes paper, staples and supplies.  Additional Provisions: Insert ANY additional provisions here	Grand Total: (Excludes Tax)		
	(Excludes Tax		

Accepted by Customer	Accepted: Ricoh USA, Inc.
Authorized Signature:	Authorized Signature:
Printed Name:	Printed Name:
Title:	Title:
Date	Date

Initials







#### **EQUIPMENT REMOVAL/BUYOUT AUTHORIZATION**

Customer Name:	RANCHO VIEJO, TOWN OF					
Contact Name:	Fred Blanco		Phone:	(956)350-4093		
Address:	3301 CARMEN AVE		3301 CARMEN AVE City		City:	RANCHO VIEJO
State:	TX	Zip:	78575-5203	Fax/Email:	fblanco@ranchoviejotexas.com	

Make	Model	Serial Number	
	MPC4503	E175M160929/C85069485	

This Authorization applies to the equipment identified above and to the following Removal/Buy Out Option

This Authorization will confirm that Customer desires to engage Ricoh USA, Inc. ("Ricoh") to pick-up and remove certain items of equipment that are currently (i) owned by Customer or (ii) leased from Ricoh or other third party (as specified below), and that you intend to issue written or electronic removal requests (whether such equipment is identified in this Authorization, in a purchase order, in a letter or other written form) to Ricoh from time to time for such purpose. Such removal request will set forth the location, make, model and serial number of the equipment to be removed by Ricoh. By signing below, you confirm that, with respect to every removal request issued by Customer (1) Ricoh may rely on the request, (2) the request shall be governed by this Authorization, and (3) Ricoh may accept this Authorization by either its signature or by commencing performance (e.g. equipment removal, initiating Services, etc.). Each party agrees that electronic signatures of the parties on this Authorization will have the same force and effect as manual signature. Notwithstanding the foregoing, the parties acknowledge and agree that Ricoh shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by, in or on any item of equipment serviced by Ricoh, whether through a digital storage device, hard drive or similar electronic medium ("Data Management Services"). If desired, Customer may engage Ricoh to perform such Data Management Services at its then-current rates. Notwithstanding anything in this Authorization to the contrary, (i) Customer is responsible for ensuring its own compliance with legal requirements pertaining to data retention and protection, (ii) it is the Customer's sole responsibility to obtain advice of competent legal counsel as to the identification and interpretation of any relevant laws and regulatory requirements that may affect the customer's business or data retention, and any actions required to comply with such laws, (iii) Ricoh does not provide legal advice or represent or warrant that its services or products will guarantee or ensure compliance with any law, regulation or requirement, and (iv) the selection, use and design of any Data Management Services, and any and all decisions arising with respect to the deletion or storage of any data, as well as any loss of data resulting therefrom, shall be the sole responsibility of Customer, and Customer shall indemnify and hold harmless Ricoh and its subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) (collectively, "Losses") arising therefrom or related thereto.

☑ Equipment Removal (Leased by Customer). In addition to the terms and conditions set forth above, the following terms and conditions shall apply for equipment removals of equipment leased by Customer: Except for the obligations of Ricoh to pick up and remove the identified equipment, Ricoh does not assume any obligation, payment or otherwise, under any lease agreement, which shall remain Customer's sole responsibility. As a material condition to the performance by Ricoh, Customer hereby releases Ricoh from, and shall indemnify, defend and hold Ricoh harmless from and against, any and all claims, liabilities, costs, expenses and fees arising from or relating to any breach of Customer's representations or obligations in this Authorization or of any obligation owing by Customer under its lease agreement.

CUSTOMER	RICOH USA, INC.
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

Initials

29850847

23.Consideration/Action to Approve Lease Agreement for a TIS R18 Radar Trailer with TSTAT analytic software.



2385 Oak Grove Parkway Little Elm, TX 75068 Ph: (972) 292-3993

www.tsmtexas.com

CUSTOMER	Rancho Viejo Police Department	
CONTACT	Sgt. Arturo Huerta	
ADDRESS	3301 Carmen Ave.	
	Rancho Viejo, TX 78775	
EMAIL	ahuerta@ranchoviejotexas.com	
PHONE	(956) 350-4093	

PROPOSAL#	RVPD-R18-06102021			
DATE	06/11/2021			
TOTAL COST	\$11,129.50			
PREPARED BY	Jeff Merriman			
PHONE	(417) 622-2005			
EMAIL	jmerriman@tsmtexas.com			

#### INTRODUCTION

We are pleased to present the Rancho Viejo Police Department with this proposal for a 5-year lease program for a TIS R18 Radar Trailer with TSTAT analytic software.

#### **KEY FEATURES**

- > Solar Powered
- > Interchangeable Speed Numerals
- ▶ Up to 18" Character LED Display
- Over Speed Flashing Violator Alert
- > Over Speed Blanking Violator Alert
- > KPH Option available
- > FCC pre-approved radar with CE mark for worldwide deployment
- Lowest power industry standard radar for speed measurement
- Day/Night Automatic Dimming
- > Lexan protected display
- Available in 24.125GHz and 24.200Ghz
- > All Aluminum Display Enclosure
- Powder Coat Finish
- Front Serviceable
- Removable Tongue
- Compact Trailer Design
- > Front Serviceable

#### **LEASE DETAILS**

- > This is a municipal lease that will be executed between the City and Fleetwood Finance Leasing, LLC. Fleetwood has managed thousands of governmental lease agreements which have allowed agencies to procure goods and services immediately and pay for them over a multi-year term.
- > 5-year term with a final \$1.00 buyout at the end. This allows the agency to keep the leased items at the end of the lease.
- > Five annual payments of \$2,225.90, with a single payment of \$1.00 at the end of the lease.
- Total cost of the lease is \$11,129.50.
- Fleetwood's "deferred payment option" allows for immediate procurement with the first payment due on January 1, 2022. Each annual payment thereafter will be due on January 1st of the following year.

#### LEASE PAYMENT SCHEDULE

- > Payment 1 January 1st, 2022 \$2,225.90
- Payment 2 January 1st, 2023 \$2,225.90
- Payment 3 January 1st, 2024 \$2,225.90
- Payment 4 January 1st, 2025 \$2,225.90

— delivery date in appox, 45 days

1

- Payment 5 January 1<sup>st</sup>, 2026 \$2,225.90
   Dollar Buyout January 1<sup>st</sup>, 2026 \$1.00

#### LIGHTWEIGHT SERIES

#### THAN ER MOUNT RADAR MONITOR

#### SIGNAGE

Size: 18" x 24"

Garde: High intensity

**Speed Limit**: Interchangeable with numerals 1-7 to arrange speed

#### TRAILER

Width: 54" fender to fender

Length with tongue: 70.25"

Length without tongue: 40.25"

Transport Height: 60"

Operating Height: 60"

Salt Spray: 1,000 hours

Paint: Powder Coat

Main frame: 2"x 2"x 11"

Front/Rear Cross members: 2"x 3"x 1/8"

Wheels: 12'

Axde: 2000 lbs double leaf spring

Fenders: 16 Gauge Steel

Jacks: (4) adjustable corner jacks

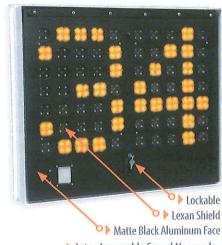
Tongue and Safety Chains: 2"ball hitch; 1/4" safety chains with hooks

#### **DISPLAY MODULE**

- · Optical: 5 x 7 Pixel, 2.85" Pitch
- · LED pixel is formed using 4 LEDs
- Pixels are arranged in a 2 digit, 5 wide by 7 tall matrix
- LED pixel spacing is 2.85" x 2.85"
- 592 NM wavelength +/- 2NM
- LED vision of minimum of 30 degrees
- Wavelength output variance of +/- 1nm

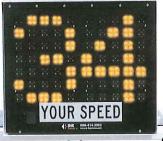
#### **DISPLAY ENCLOSURE**

- Frame Construction: Extruded Aluminum, 6063 alloy with T5 Temper
- · Sealed, weatherproof
- · Vandal resistant (lockable)
- · Height: 35"
- · Width: 31"
- Depth: 6"
- · Housing: .090 Aluminum
- Viewing Window: .125 Polycarbonate with UV matte finish
- · Paint: Powder coat paint flat black door
- · Salt Spray Fog: 1,000 hours
- UV Resistance: 500 hours
- · Hardware: Stainless Steel



▶ Interchangeable Speed Numerals





#### **SOLID STATE REGULATOR**

#### **Electrical Specications:**

- Voltage: 12V
- Rated Solar Input: 10A
- Rated Load Current: 10A
- Equalization Voltage: 14.8V
- · Boost Battery: 14.4V
- · Float Battery: 13.6V
- · Low Voltage Disconnect: 11.1V
- · Low Voltage Reconnect: 13.1V

#### RADAR

- Operating Band K-Band
- Frequency 24.125 GHz ±25Mhz
- Power Output 5mW
- Beam angle 38 x 45
- · Polarization Linear
- Supply Voltage 9.5V DC to 16V DC (18VDC max)
- Nominal Current Draw 9.5 mA
- Operating Temp. -40 F to +185 F (-40 C to +85 C)
- Accuracy ±0.1 mph
- Speed Range 5 mph to 99 (8 kmph to 158.4 kmph)
- Detection Range Typically 1500+ feet (457+ meters)te LED's: (25) yellow/amber Par 46 LED's

#### Visor: 360 degree plastic high impact

#### **OPTIONS**

- Traffic Stats
- Locking lug nuts
- Pintle ring or bulldog hitch
- Custom Paint
- Outrigger Stability Supports
- Other Options available



Phone 972-292-3993 Fax 877-395-3740www.tsmtexas.com sales@tsmtexas.com



## TIS-R18 FEATURES

- Solar Powered
- ▶ Interchangeable Speed Numerals
- ▶ Up to 18" Character LED Display
- Over Speed Flashing Violator Alert
- Over Speed Blanking Violator Alert
- KPH Option available
- FCC pre-approved radar with CE mark for worldwide deployment
- Lowest power industry standard radar for speed measurement
- ▶ Day/Night Automatic Dimming
- Lexan protected display
- Available in 24.125GHz and 24.200Ghz
- All Aluminum Display Enclosure
- Powder Coat Finish
- Front Serviceable
- Removable Tongue
- Compact Trailer Design
- Front Serviceable

## LIGHTWEIGHT TRAILER MOUNTED RADAR SPEED MONITOR

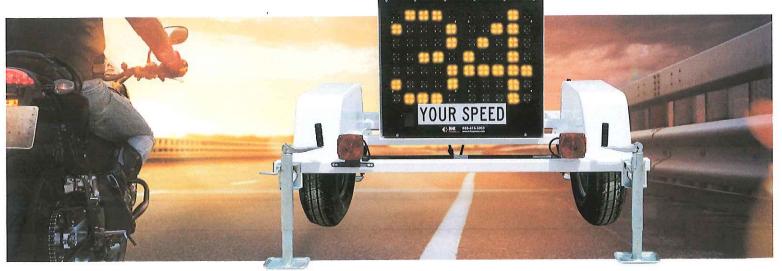
The Solar Radar Trailer features auto intensity control, two standard violater alerts, overspeed flashing and overspeed blanking. Using a violation alert flashing display, the driver's attention is drawn to the radar display. Radar displays have been proven to slow motorist down 5 to 10 MPH.

With the Systems Quick Selection Switch you are able to change your Over Speed Violator Alert speed setting and the Blanking Violator Alert setting without need of a CPU which allows the field workers to simply push the button to desired speed threshold.



Our 100,000 rated LED lighting unit displays (2)18" amber digits. Our boards detect speeds from 5-99 MPH. KPH board is available. The 100,000 hour rated LED display is protected by a layer of Lexan and a powder coated matte black face to prevent glare and rust. The display measures 35" x 31" and is mounted on a powder coat trailer.





#### **Traffic Statistics**

#### In-Radar Advanced Stats

Radar's Advanced In-Radar traffic statistics is a unique best in class traffic statistics gathering and storage option available in all DR series radars.

The advanced design of the statistics package allows it to track multiple targets simultaneously- a capability not possible in competing stats packages implemented outside the radar.

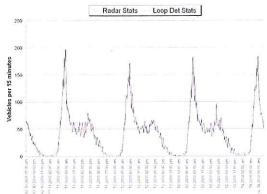
The Windows based Advanced Stats analyzer software retrieves and analyzes the stored data from the radar generating detailed weekly and monthly reports for counts, averages and 85<sup>th</sup> percentiles. Detailed drill down interactive graphical analysis is also available.

#### Features and Benefits

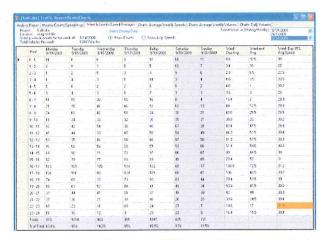
- > Tracking and storage inside the radar for up to 60+ days of traffic
- > Excellent collection accuracy for 1 and 2 lane incoming traffic
- > User selectable 1 minute to 60 minute binning and storage intervals
- Live histogram feature to monitor "live" traffic from the radar for remote monitoring applications
- > Stats collection possible from either radar COM port

#### Windows Stats Analyzer Software features

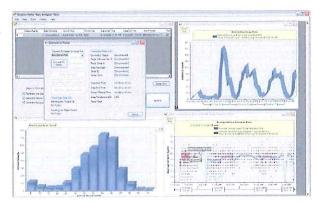
- MS Windows® 7/8/10 based professional quality software
- Connect to radar and retrieve data or read from file
- > Store and organize data in individual projects
- Generate weekly views of hourly counts and average speeds
- > Generate average monthly views by weekday hour of counts and speeds
- Generate detailed hourly counts, average speed, max speed and 85<sup>th</sup> percentile reports
- Generate interactive raw data scatter graphs of speed vs. time, counts vs. time
- > Join and trim data sets to manage data effectively



Radar counts vs. loop counter



Stats Analyzer Weekly and Monthly Tabular Analysis



Stats Analyzer Interactive Analysis Graphs

All specifications are subject to change, Stats accuracy is typical and will vary with road conditions and targets.

## 24. Street Committee Report

## 25. Strategic Planning Report

## 26. Building Committee Report

	June 2	021 PERMIT	S				
June 2021 PERMITS # of Permits New Homes				Cost of Const.		Fee Total:	
	29	0	\$	322,291.00	\$	2,739.81	
	YT	D TOTAL					
	# of Permits	New Homes	Cost of Const.			Fee Total:	
	193	19	\$	8,227,489.54	\$	61,169.5	

## 27. June 2021 Police Report – Chief of Police

28. Adjourn into Executive Session, as authorized by Subchapter D of Chapter 551 of the Government Code to discuss with attorney matters in which the duty of the attorneys under the Rules of **Professional Conduct clearly** conflict with Chapter 551 (section 551.071).

## 29. Adjourn