



NOTICE OF A PUBLIC MEETING
TOWN OF RANCHO VIEJO
BOARD OF ALDERMEN
REGULAR MEETING
NOVEMBER 14, 2023
6:00 P.M.

NOTICE is hereby given of a REGULAR MEETING of the BOARD OF ALDERMEN of the TOWN OF RANCHO VIEJO, TEXAS, to be held on NOVEMBER 14, 2023, at 6:00 P.M., in the TOWN MUNICIPAL OFFICE, 3301 CARMEN AVENUE, RANCHO VIEJO, TEXAS to consider the following items:

1. Call to Order
2. Roll Call
3. Invocation and Pledge
4. Public Comment
5. Approval of Minutes –Regular Meeting October 10, 2023
6. Announcement - 8th Annual Christmas Golf Cart & Bike Parade – Sunday, December 10th at 5:00 P.M.
7. Consideration/Action on An Ordinance Regarding the Town of Rancho Viejo’s Texas Municipal Retirement System Benefits Regarding: (1) A Change in Town Contributions to The Current Service Annuity Reserve on The Retirement of System Members Who Were Town Employees; (2) Annually Accruing Updated Service Credits; And (3) Retirement Eligibility for The Texas Municipal Retirement System.
8. Consideration/Action on Approval of Resolution to authorize the Town of Rancho to purchase from Martha N. Martinez all the rights, title, and interest in that certain real property legally described as 0.176 acre out of Lot 2 of the Amended plat of Sandra Sue Estates, as recorded in Cabinet 1, Slot 912-A of the Cameron County, Map Records, Cameron County, Texas.
9. Consideration/Action to Approve Texas Regional Bank’s Request to Release Pledged Securities
10. Consideration/Authorization to Advertise for Bids for Common Area Maintenance
11. Consideration/Action to Approve Air Conditioning/Heating Systems Service Agreement
12. September 2023 Financial Report - Town Administrator
 - a. Building Committee Report
13. October 2023 Police Report - Police Chief

14. Adjourn into Executive Session, as authorized by Section 551.071 of the Texas Government Code to confer with legal counsel about legal issues with Rancho Estates, L.P.
15. Possible Action on Matters Discussed in Executive Session.
16. Adjourn



Fred Blanco, Town Administrator

NOTE: Pursuant to Section 551.127, Texas Government Code, one or more Alderman may attend this meeting remotely using videoconferencing technology. The video and audio feed of the videoconferencing equipment can be viewed and heard by the public at the address posted above as the location of the meeting.



State of Texas
County of Cameron
Town of Rancho Viejo

I, the undersigned authority, do hereby certify that the above NOTICE OF REGULAR MEETING of the Board of Aldermen of the Town of Rancho Viejo, Texas is a true and correct copy of said NOTICE, which has been posted on the Window of the Town of Rancho Viejo Municipal Office, 3301 Carmen Avenue, Rancho Viejo, Texas, a place convenient and readily accessible to the General Public, on November 10, 2023 at 5:00 P.M. and which will be continuously posted for a period of seventy-two (72) hours prior to the date and time said meeting was convened.

ATTEST: 
Fred Blanco, Town Administrator

1. Call to Order

by Mayor Guerrero

2. Roll Call

by Isabel Perales

Alderman Alfredo Hernandez

Alderman Mark Johnson

Alderwoman Laura Kaechele

Alderman Marcos Ricoy

Alderman Javier Vera

Legal Counsel, Daniel Rentfro, Jr.

Town Administrator, Fred Blanco

3. Invocation and Pledge

The pledge of allegiance to the United States Flag:

"I pledge allegiance to the Flag of the United States of America, and to the Republic for which it stands, one nation under God, indivisible, with liberty and justice for all."

AND the pledge of allegiance to the Texas State Flag:

"Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible."

4. Public Comment

5. Approval of Minutes – Regular Meeting October 10, 2023

MINUTES OF A REGULAR MEETING
TOWN OF RANCHO VIEJO
BOARD OF ALDERMEN
OCTOBER 10, 2023

A REGULAR MEETING of the BOARD OF ALDERMEN of the TOWN OF RANCHO VIEJO, TEXAS, was held on, October 10, 2023, 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 ProTem Javier Vera at 6:00 PM.

2. ROLL CALL:

Roll call was made by Isabel Perales, Assistant Town Secretary.

Members present at the meeting were:

Alderman Mark Johnson, Alderwoman Laura Kaechele, Alderman Marcos Ricoy, and Alderman Javier Vera.

Members absent: Mayor Maribel Guerrero and Alderman Alfredo Hernandez.

A quorum was present at the meeting.

Legal counsel Daniel Rentfro, Jr. and David Irwin, Town Administrator Fred Blanco, and Police Chief Robert R. Tyler were also present at the meeting.

Those present in the audience were:

Anthony Mills, TMRS Edgar Sada, GrantWorks Anthony DePonce
Rolando Gonzalez

3. INVOCATION AND PLEDGE:

Mayor ProTem Vera led the group in the invocation and the pledge of allegiance to the American and Texas flags.

4. PUBLIC COMMENT:

Mayor ProTem opened the public comment. There were no comments from the public.

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

5. APPROVAL OF MINUTES - SPECIAL MEETING SEPTEMBER 5, 2023, REGULAR MEETING SEPTEMBER 12, 2023:

Motion was made by Alderwoman Kaechele and seconded by Alderman Ricoy to approve the minutes of a Special Meeting held on September 5, 2023, as written. Motion passed with the following vote:

AYES: Alderwoman Kaechele, Alderman Ricoy, and Mayor Pro Tem Vera.

NAYES: None.

ABSTAINING: Alderman Johnson.

Motion was made by Alderwoman Kaechele, seconded by Alderman Ricoy, and unanimously carried, to approve the minutes of a Regular Meeting held on September 12, 2023, as written.

6. PUBLIC HEARING ON AN ORDINANCE REGARDING THE TOWN OF RANCHO VIEJO'S TEXAS MUNICIPAL RETIREMENT SYSTEM BENEFITS REGARDING: (1) A CHANGE IN TOWN CONTRIBUTIONS TO THE CURRENT SERVICE ANNUITY RESERVE ON THE RETIREMENT OF SYSTEM MEMBERS WHO WERE TOWN EMPLOYEES; (2) ANNUALLY ACCRUING UPDATED SERVICE CREDITS; AND (3) RETIREMENT ELIGIBILITY FOR THE TEXAS MUNICIPAL RETIREMENT SYSTEM:

Anthony Mills from Texas Municipal Retirement System gave details on the current retirement benefits for the Town employees and the proposed changes. He answered several questions from the Board.

After everyone was given the opportunity to speak on the matter, motion was made by Alderman Johnson, seconded by Alderman Ricoy, and unanimously carried, to close the public hearing.

7. CONSIDERATION/ACTION ON AN ORDINANCE REGARDING THE TOWN OF RANCHO VIEJO'S TEXAS MUNICIPAL RETIREMENT SYSTEM BENEFITS REGARDING: (1) A CHANGE IN TOWN CONTRIBUTIONS TO THE CURRENT SERVICE ANNUITY RESERVE ON THE RETIREMENT OF SYSTEM MEMBERS WHO WERE TOWN EMPLOYEES; (2) ANNUALLY ACCRUING UPDATED SERVICE CREDITS; AND (3) RETIREMENT ELIGIBILITY FOR THE TEXAS MUNICIPAL RETIREMENT SYSTEM:

The Board requested a workshop to see a proposed projection with the different options and scenarios available.

Motion was made by Alderman Johnson, seconded by Alderwoman Kaechele, and unanimously carried to table this item for further review.

8. COMPREHENSIVE PLANNING SERVICES UPDATE:

Edgar Sada gave an update on the Comprehensive Planning Services. He said that this was the beginning stages of planning and that he is looking for public engagement and working to have a workshop to explain and hear from the residents to receive feedback.

Mr. Sada said they could work on sending a survey out to residents. If the board would like to do anything further, they can give handouts, which could be posted on social media or sent with the water billing.

The Board asked about zoning and to check and see if there is sufficient infrastructure.

Mr. Vera talked about VMUD and possibly amending the contract to add water, sewer, and drainage review to the contract services.

9. CONSIDERATION/ACTION TO PASS A RESOLUTION TO NOMINATE AND VOTE FOR CAMERON APPRAISAL DISTRICT DIRECTOR AND SUBMIT THE RESOLUTION AND BALLOT TO THE CAMERON APPRAISAL DISTRICT:

Town Administrator Fred Blanco answered questions from the Board.

Motion was made by Alderman Johnson, seconded by Alderwoman Kaechele, and unanimously carried to table this item.

10. CONSIDERATION/ACTION ON STATEMENTS OF QUALIFICATIONS FOR ARCHITECTURE, LANDSCAPE ARCHITECTURE, PARK PLANNING SERVICES TO ASSIST THE TOWN OF RANCHO VIEJO IN ITS IMPLEMENTATION OF A PROJECT FUNDED BY THE US DEPARTMENT OF TREASURY UNDER THE ARPA PROGRAM:

Town Administrator Fred Blanco stated that the Town received two bids, one from SSP Design and GMS Architects.

He met with Alderwoman Kaechele and Alderman Ricoy to review the Statements of Qualifications. He noted that GMS Architects have an architectural history and listed SSP Design as a landscape designer in their proposal, and they recommend GMS Architects for the services.

Motion was made by Alderman Ricoy, seconded by Alderwoman Kaechele, and unanimously carried, to approve GMS Architects for Architecture, Landscape Architecture and Park Planning Services to assist the Town of Rancho Viejo in its implementation of a project funded by the US Department of Treasury under the ARPA Program.

11. SEPTEMBER 2023 POLICE REPORT - POLICE CHIEF:

Police Chief Tyler went over the September 2023 Police Report and gave an update on a pack of dogs that was reported to be roaming in Rancho Viejo.

12. ADJOURN INTO EXECUTIVE SESSION, AS AUTHORIZED BY SECTION 551.071 OF THE TEXAS GOVERNMENT CODE TO CONFER WITH LEGAL COUNSEL ABOUT LEGAL ISSUES WITH RANCHO ESTATES, L.P.:

Motion was made by Alderman Johnson, seconded by Alderwoman Kaechele, and unanimously carried, to adjourn into EXECUTIVE SESSION, AS AUTHORIZED BY SECTION 551.071 OF THE TEXAS GOVERNMENT CODE TO CONFER WITH LEGAL COUNSEL ABOUT LEGAL ISSUES WITH RANCHO ESTATES, L.P. at 7:07 PM.

The meeting was reconvened at 7:26 PM.

13. POSSIBLE ACTION ON MATTERS DISCUSSED IN EXECUTIVE SESSION:

Motion was made by Alderman Johnson, seconded by Alderwoman Kaechele, and unanimously carried, to have our attorneys proceed as per discussion in Executive Session.

14. ADJOURN

Motion was made by Alderman Johnson, seconded by Alderwoman Kaechele, and unanimously carried to adjourn the meeting at 7:26 PM.

OCTOBER 10, 2023

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BY: _____
Fred Blanco, Town Administrator

APPROVED: _____
Maribel B. Guerrero, Mayor

DATE: _____

6. Announcement - 8th Annual
Christmas Golf Cart & Bike
Parade – Sunday, December 10th
at 5:00 P.M.



TOWN OF RANCHO VIEJO

8th Annual Golf Cart & Bike

Christmas Parade

10 DEC | **5:00 PM** AT TOWN HALL
2023 | **POSADA - TAMALES - MEET SANTA - MUSIC**

CONTEST FOR BEST DECORATED
GOLF CART, BIKE AND HOME



Featuring:



For more information call Town Hall
at (956) 350-4093

7. Consideration/Action on An Ordinance Regarding the Town of Rancho Viejo's Texas Municipal Retirement System Benefits Regarding: (1) A Change in Town Contributions to The Current Service Annuity Reserve on The Retirement of System Members Who Were Town Employees; (2) Annually Accruing Updated Service Credits; And (3) Retirement Eligibility for The Texas Municipal Retirement System.

AN ORDINANCE REGARDING THE TOWN OF RANCHO VIEJO'S TEXAS MUNICIPAL RETIREMENT SYSTEM BENEFITS REGARDING: (1) A CHANGE IN TOWN CONTRIBUTIONS TO THE CURRENT SERVICE ANNUITY RESERVE ON THE RETIREMENT OF SYSTEM MEMBERS WHO WERE TOWN EMPLOYEES; (2) ANNUALLY ACCRUING UPDATED SERVICE CREDITS; AND (3) RETIREMENT ELIGIBILITY FOR THE TEXAS MUNICIPAL RETIREMENT SYSTEM.

Whereas, the Town of Rancho Viejo, Texas (the "Town"), elected to participate in the Texas Municipal Retirement System (the "System" or "TMRS") pursuant to Subtitle G of Title 8, Texas Government Code (which subtitle is referred to as the "TMRS Act"); and

Whereas, each person who is or becomes an employee of the Town on or after the effective date of the Town's participation in the System in a position that normally requires services of 1,000 hours or more per year ("Employee") shall be a member of the System ("Member") as a condition of their employment; and

Whereas, the Board of Aldermen finds that it is in the public interest to: (1) authorize a change in Town contributions to the System's Current Service Annuity Reserve at retirement so that the Town's match of an employee's contributions at retirement is increased, (2) in accordance with TMRS Act § 853.404(e), reauthorize annually accruing Updated Service Credits, and (3) authorize Employees to retire and receive a service retirement benefit upon achieving twenty (20) years of credited service in the System, now:

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

Section 1. Authorization of a Change in Town Contributions to the Current Service Annuity Reserve on the Retirement of System Members Who Were Town Employees.

(a) For each month of current service rendered to the Town by a Member after the effective date of this Section, the Town elects to provide, at the time of such Member's retirement, a sum that is 200% of such Member's accumulated contributions (as defined in the TMRS Act) for such month of employment and said sum shall be a liability of the Town's account in the System's benefit accumulation fund in accordance with TMRS Act §855.501.

(b) The increase in Town contributions shall be effective on the January 1 immediately following the year in which this Ordinance is approved.

Section 2. Authorization of Annually Accruing Updated Service Credits.

(a) The Town authorizes, on the terms and conditions set out in TMRS Act §§853.401 through 853.404, each member who on the first day of January of the calendar year immediately preceding the January 1 on which the Updated Service Credits will take effect (i) has current service credit or prior service credit in the System by reason of service to the Town, (ii) has at least 36 months of credited service with the System, and (iii) is a TMRS-contributing employee of the Town, to receive "Updated Service Credit," as that term is defined and calculated in accordance with TMRS Act §853.402.

(b) The Updated Service Credit authorized and provided under this Ordinance shall be 100% of the "base Updated Service Credit" of the TMRS member calculated as provided in TMRS Act §853.402.

(c) Each Updated Service Credit authorized and provided by this Ordinance shall replace any Updated Service Credit, prior service credit, special prior service credit, or antecedent service credit previously authorized for part of the same service.

(d) The initial Updated Service Credit authorized by this Section shall be effective on January 1 immediately following the year in which this Ordinance is approved, subject to receipt by the System prior to such January 1 and approval by the Board of Trustees ("Board") of the System. Pursuant to TMRS Act §853.404, the authorization and grant of Updated Service Credits in this Section shall be effective on January 1 of each subsequent year, using the same percentage of the "base Updated Service Credit" stated in Subsection (b) in computing Updated Service Credits for each future year, provided that, as to such subsequent year, the actuary for the System has made the determination set forth in TMRS Act §853.404(d), until this Ordinance ceases to be in effect as provided in TMRS Act §853.404(e).

Section 3. Authorization of Twenty (20) Year Retirement Eligibility.

(a) Pursuant to TMRS Act §854.202(g), the Town authorizes any Member of the System who is or was an Employee of the Town to retire and receive a service retirement benefit if the Member has at least twenty (20) years of credited service in the System performed for one or more municipalities, including the Town, that have adopted a like provision under TMRS Act §854.202(g).

(b) Prior to adopting this Ordinance, the Town has: (1) prepared an actuarial analysis of member retirement annuities at 20 years of service; and (2) held a public hearing pursuant to the notice provisions of the Texas Open Meetings Act (Chapter 551, Texas Government Code).

(c) The retirement eligibility authorized in this Ordinance shall be in addition to the plan provisions previously adopted by the Town and in force at the effective date of this Ordinance pursuant to the TMRS Act.

(d) The retirement eligibility authorized in this Ordinance shall be effective on the first day of _____, 20____.

Passed and approved _____, 20_____.

ATTEST:

APPROVED:

Town Administrator

Mayor

8. Consideration/Action on Approval of Resolution to authorize the Town of Rancho to purchase from Martha N. Martinez all the rights, title, and interest in that certain real property legally described as 0.176 acre out of Lot 2 of the Amended plat of Sandra Sue Estates, as recorded in Cabinet 1, Slot 912-A of the Cameron County, Map Records, Cameron County, Texas.

Certificate of Resolutions

Date: November 8, 2023
Town: Town of Rancho Viejo, Texas
Effective Date of Adoption: November 8, 2023

We, the Board of Aldermen of the Town of Rancho Viejo, Texas, a Type A General Law Municipality (the "Town"), consent, by this writing, to take the following action, to adopt the following resolutions, and to transact the following business of the Town:

RESOLVED, that the Town is authorized to purchase from Martha N. Martinez (the "Seller") all of the rights, title, and interest in that certain real property described as follows:

Being a tract containing 0.176 acre out of Lot 2 of the Amended plat of Sandra Sue Estates, as recorded in Cabinet 1, Slot 912-A of the Cameron County, Map Records, Cameron County, Texas; Said 0.176-acre tract being more particularly described as follows:

BEGINNING at a ½ inch iron rod set for the Northwest corner of said Lot 2 and being the Northwest corner of the herein described tract;

THENCE, South 83 degrees 18 minutes 58 seconds East, along the North line of said Lot 2, a distance of 61.00 feet to a ½ inch iron rod set for the Northeast corner of the herein described tract and being the Northwest corner of Lot 1, Block 1 of the Joshua Estates Subdivision, as recorded in Cabinet 1, Slot 2025-A of the Cameron County, Texas;

THENCE, departing the North line of said Lot 2, South 06 degrees 41 minutes 02 seconds West, along a West line of said Lot 1 of the Joshua Estates Subdivision, a distance of 126.00 feet to a ½ inch iron rod set for the Southeast corner of the herein described tract and being an interior corner of said Lot 1 of the Joshua Estates Subdivision and being on the South line of the aforementioned Lot 2;

THENCE, North 83 degrees 18 minutes 58 seconds West, along the North line of said Lot 1 of the Joshua Estates Subdivision and the South line of said Lot 2, at a distance of 30.00 feet passing an interior corner of said Lot 1 of the Joshua Estates Subdivision and the Northeast corner of Lot 5, of the Amended Princess Patio Homes Subdivision, Section 1, as recorded in Cabinet 1, Slot 305 A&B, of the Cameron County, Map Records, Cameron County, Texas and continuing along the South line of said Lot 2 and along the North line of said Lots 5 & 6 of said Princess Patio Homes Subdivision, Section 1, a total distance of 61.00 feet to a ½ inch iron rod set for the Southwest corner of said Lot 2 and of the herein described tract;

THENCE, departing the North line of said Lot 6, of the Amended Princess Patio Homes Subdivision, Section 1, North 06 degrees 41 minutes 02 seconds East, along the West line

of said Lot 2, a distance of 126.00 feet to the POINT OF BEGINNING and containing 0.176 acre of land (the "Property").

RESOLVED FURTHER, that Fred Blanco, Town Administrator, be and hereby is authorized and directed for and on behalf of the Town to execute and deliver all documents required for the Town and to pay the balance of the purchase price reflected in the settlement statement in order to purchase the Property and to otherwise execute and deliver all documents required for the Town related to this purchase.

SIGNED on this 8th day of November 2023.



Maribel Guerrero, Mayor

ATTEST:



Fred Blanco, Town Administrator

9. Consideration/Action to
Approve Texas Regional Bank's
Request to Release Pledged
Securities

10. Consideration/Authorization to Advertise for Bids for Common Area Maintenance

11. Consideration/Action to Approve Air Conditioning/Heating Systems Service Agreement

- P - roposal



**SUNWAVE
AIR CONDITIONING, LLC.**

7250 N. Expressway
OLMITO, TX 78575
State Lic. #TACLA012932E
(956) 350-4813

PROPOSAL SUBMITTED TO: TOWN OF RANCHO VIEJO	PHONE: 350-4093	DATE: 10/5/2023
STREET: 3301 CARMEN AVE	JOB NAME:	
CITY, STATE AND ZIP CODE: RANCHO VIEJO, TX	JOB LOCATION:	

We Propose hereby to furnish material and labor complete in accordance with specifications below, for the sum of.

_____ dollars **\$160.50**

Payment to be made as follows:

UPON COMPLETION

All Material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specification below involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized
Signature _____

TOMAS GUTIERREZ

Note: This proposal may be withdrawn by us if not accepted within 30 days.

We hereby submit specifications and estimates for:

SERVICE AGREEMENT FOR ONE YEAR:

TO INSPECT AND SERVICE THREE AIR CONDITIONING/HEATING SYSTEMS.

THE SERVICE AGREEMENT CONSISTS OF REPLACING THROW AWAY FILTERS ON EVERY MONTHLY VISIT AND AN INSPECTION OF THE EQUIPMENT TO ENSURE THAT IS IT OPERATING PROPERLY. ANY PARTS, REFRIGERANT, OR ADDITIONAL LABOR WILL REQUIRE US TO QUOTE AN ADDITIONAL PRICE.

THE INSPECTIONS AND MAINTENANCE TO BE PERFORMED AS PART OF THIS AGREEMENT INCLUDE 12 MONTHLY INSPECTIONS PER YEAR. THE INSPECTIONS WILL BE PERFORMED ONLY DURING NORMAL BUSINESS HOURS, MONDAY THROUGH FRIDAY, BETWEEN 8:00 A.M. AND 5:00 P.M., NOT INCLUDING HOLIDAYS.

SERVICE AGREEMENT ----- \$ 160.50 MONTHLY

***TAX EXEMPT**

Acceptance of Proposal The Above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance: _____

Signature _____



All ways forward.

DATE: June 8, 2023

PROPOSAL: Remove and replace 6-ton Carrier Split System

PREPARED FOR: Fred Blanco, Town Administrator REPRESENTATIVE/APPROVING AUTHORITY
Town of Rancho Viejo
3301 Carmen Avenue
Brownsville, TX 78575

PROPOSAL FOR SERVICES:

CENTRAL AIR & HEATING SERVICE, LLC (CAHS) PROPOSES TO PROVIDE AN ANNUAL PREVENTATIVE MAINTENANCE AGREEMENT FOR THE TOWN OF RANCHO VIEJO. THE AGREEMENT WILL PROVIDE THE TOWN AN ONGOING PREVENTATIVE MAINTENANCE PROGRAM THAT INCLUDES QUARTERLY SCHEDULED VISITS FOR PM WORK, AS WELL AS QUARTERLY FILTER CHANGES ON EQUIPMENT WITH FILTERS. ANY WORK NEEDED ON EQUIPMENT OUTSIDE OF THE REGULAR SCOPE OF WORK FOR THE PREVENTATIVE MAINTENANCE AGREEMENT WILL BE QUOTED AS A TIME AND MATERIAL JOB.

Proposal Cost: \$3,000.00 per year

SCOPE OF WORK IS ATTACHED TO THIS PROPOSAL

Quote is valid for 30 days

Respectfully submitted,

Spencer Bell
(956) 428-4509



CAHS
A MODIGENT COMPANY

TERMS AND CONDITIONS

1. Customer shall permit contractor free and timely access to areas and equipment and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this agreement will be performed during Contractor's normal working hours.
2. Contractor warrants that the workmanship hereunder shall be free from defects for thirty (30) days from date of installation. If any replacement part or item of equipment proves defective, Contractor will extend to Customer the benefits of any warranty Contractor has received from the manufacturer. Removal and reinstallation of any equipment or materials repaired or replaced under a manufacturer's warranty will be at Customer's expense and at the rates then in effect.
3. Customer will promptly pay invoices within ten (10) days of receipt. Should a payment become thirty (30) days or more delinquent, Contractor may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately upon demand.
4. Customer shall be responsible for all taxes applicable to the services and/or materials here under.
5. Any alteration to, or deviation from, this Agreement involving extra work, cost of material, or labor will become an extra charge (fixed-price amount or on a time-and-material basis at Contractor's rates then in effect) over the sum stated in this Agreement.
6. In the event Contractor must commence legal action in order to recover any amount payable under this Agreement, Customer shall pay Contractor all court costs and attorneys' fees incurred by Contractor.
7. Any legal action against the Contractor relating to this Agreement, or the breach thereof, shall be commenced within on (1) year from the date of the work.
8. Contractor shall not be liable for any delay, loss, damage, or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond its control.
9. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Contractor, its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by any active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Contractor.
10. Customer shall make available to Contractor's personnel all pertinent Safety Data Sheets (SDS) pursuant to OSHA's Hazard Communications Standard Regulations.
11. Contractor's obligation under this proposal, and any subsequent contract, does not include the identification, abatement or removal of asbestos or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes, or materials are encountered,



CAHS[™]

A MODIGENT COMPANY

Contractor's sole obligation will be to notify the Owner of their existence. Contractor shall have the right thereafter to suspend its work until such substances, wastes, or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted.

12. UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), WEQUITY OR OTHERWISE, WILL CONTRACTOR BE RESPONSIBLE FOR LOSS OF USE, LOSS OF PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSES, CLAIMS OF CUSTOMER'S TENANTS OR CLIENTS, OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.



CPM 2 Program - Scope of Work

Proposal Date	Proposal Number	Agreement
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Our **Customized Professional Maintenance II (CPM 2)** is designed to provide the Customer with an ongoing maintenance program. The **CPM 2** program will be initiated, scheduled, administered, monitored and updated by the Contractor. The service activities will be directed and scheduled, on a regular basis, by our comprehensive equipment maintenance scheduling system based on manufacturers' recommendations, equipment location, application, type, run time, and contractor's own experience. The Customer is informed of the program's progress and results on a continuing basis via a detailed Service Report, presented after each service call for Customer's review, approval signature and record.

CONTRACTOR WILL PROVIDE THE FOLLOWING PROFESSIONAL MAINTENANCE SERVICES FOR THE BUILDING ENVIRONMENTAL MECHANICAL SYSTEM(S) COMPRISED OF THE EQUIPMENT LISTED ON SCHEDULE 1 (INVENTORY OF EQUIPMENT):

TEST AND INSPECT: Job labor, travel labor and travel and living expenses required to visually INSPECT and TEST equipment to determine its operating condition and efficiency. Typical activities include:

- **TESTING** for excessive vibration; motor winding resistance; refrigerant charge; fan RPM; refrigerant oil (acid); water condition; flue gas analysis; safety controls, combustion and draft; crankcase heaters, control system(s), etc.
- **INSPECTING** for worn, failed or doubtful parts; mountings, drive couplings; oil level; rotation; soot; flame composition and shape; pilot and igniter; steam, water, oil and/or refrigerant leaks, etc.

PREVENTIVE MAINTENANCE: Job labor, travel labor and travel and living expenses required to clean, align, calibrate, tighten, adjust, lubricate and paint equipment. These activities are intended to extend equipment life and assure proper operating condition and efficiency. Typical activities include:

- **CLEANING** coil surfaces; fan impellers and blades; electrical contacts; burner orifices; passages and nozzles; pilot and igniter; cooling tower baffles, basin, sump and float; chiller, condenser and boiler tubes, etc.
- **ALIGNING** belt drives; drive couplings; air fins, etc.
- **CALIBRATING** safety controls; temperature and pressure controls, etc.
- **TIGHTENING** electrical connections; mounting bolts; pipe clamps; refrigerant piping fittings; damper sections, etc.
- **ADJUSTING** belt tension; refrigerant charge; super heat; fan RPM; water chemical feed and feed rate; burner fuel/air ratios; gas pressure; set point of controls and limits; compressor cylinder unloaders; damper close-off; sump floats, etc.
- **LUBRICATING** motors; fan and damper bearings; valve stems; damper linkages; fan vane linkages, etc.
- **PAINTING** for corrosion control, as directed by our scheduling system and on an as-needed basis.



12. September 2023 Financial
Report - Town Administrator
a. Building Committee Report

13.October 2023 Police Report - Police Chief



RANCHO VIEJO POLICE DEPARTMENT
MONTHLY STATISTICAL REPORT
 MONTH OF: October 2023
 Chief Robert R. Tyler



I	PENAL CODE:	SECTOR	No.	Prior	YTD	ARST	COMMENTS
	SEXUAL ASSAULT				2	1	See notes
	STALKING						
	ASSAULT FV				4		
	HARASSMENT						
	BURGLARY HAB						
	BURLGARY VEH		1		3		see notes
	THEFT (M)						
	THEFT (F)				12		
	FRAUD/CREDIT				7		
	CRIMINAL MISCHIEF						
	POSSESSION (M)		1		6		traffic stop/ citation MJ
	POSSESSION (F)				2		
	Endangering Child						
	Indecency W/A Child						
	BAIL JUMPING FTA						
	DWI						
	Public Intox				4		
	DUTY STRIKING FIXT				4		
	CRIMINAL TRESPASS				17		
	UNLAWFUL RESTRT						
		TOTAL	2	0	61		
II	INCIDENT REPORTS:	SECTOR	NO.	Prior	YTD	Citation	COMMENTS
	DOMESTIC NV		1	2	16		
	Civil Dispute		5	1	27		
	WELFARE CHECK				22		
	Traffic Accident		1		21		see notes
	Neighbor Disturbance		1		1		
	DIST (Music) (K9)		1	1	24		k-9 2100 block El Dorado
	Natural Death Report			1			
	Suspicious V/P		6	2	39		
	LOST/FOUND PROP			1	2		
	LIVESTOCK DIST						
	VEH IMPOUNDMENTS				5		
	ALARM RESIDENTIAL		11	7	82		
	EMS		3	1	80		
	FIRE		0	1	8		
	Agency ASSIST				23		assist SO
		TOTAL	29	17	350	0	
III	TRAFFIC STOPS:		NO.	Prior	YTD	Collect	Warrants Issued
	Citations		38	437	470	\$205	##
IV	TRAFFIC WARRANTS		NO.	CLRD	DIFF		

WARRANTS		13	1	12	101	
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V	SPEED TRAILER					
	AVENUE	POSTED		AVG.		TOP
	CARMEN	25		28		35
	CARMEN	35		37		44
	MORELOS	25		25		33
	TESORO	25		25		35
	ESCANDON	25		26		34
	SANTA ANA	25		25		35
	SANTA ANA	15		18		25
	ZAPATA	25		26		34
	BALBOA	25		24		29
	PIZARRO	25		27		31
	CORTEZ	25		27		35
	BOLIVAR	25		22		31
	EL DORADO	25		23		30
	RANCHO NUEVO	25		23		34
	ALVARADO	25		27		34
	HIDALGO	25		27		34
	DELEON	25		23		29
		25		25.471		33.0588

VI	POLICE MILEAGE:	Starting	Ending	Total	Gls	MPG	Miles Per Day
	C-21	46279	48377	2098	208.2	10.0768	
	F21 (OPSG)	23137	24,507	1,370	100	14	
	C-20 (OPSG)	74976	77090	2114	209.9	10.0715	
	C16	46,835	47125	290	26	11.3725	
	F-18	0	0	0	0	0	out of rotation
	F17	105,449	106274	825	77	11	
	Totals	296676	280,217	6,697	621	9	

VII CHIEF'S COMMENTS

-Sexual Assault investigation completed -- Male suspect arrested
 -Burglary of Vehicle 1st Block of Cortez -- currently under investigaton, vehicle has been identified.
 -Possession of Marijuana (usable amount) found during traffic stop/ driver cited and released
 -Traffic Accident on 40th Block of Pizarro with LF School Bus/ Driver of pick up truck cited and released/ no reported injuries

MUNICIPAL COURT REPORT - FILED CASES
RANCHO VIEJO MUNICIPAL COURT
Report For October 1, 2023 thru October 31, 2023

Violations by Filed Date...		
STATE LAW	3	
CITY ORDINANCE	1	
TRAFFIC	34	
Total Filed Violations		38

Completed Cases...		
Paid Fine...		
STATE LAW	0	
CITY ORDINANCE	0	
TRAFFIC	0	
Total Paid Fines		0
Total Completed		0

Other Completed...		
DISMISSED DSC SECTION 1		
STATE LAW	0	
CITY ORDINANCE	0	
TRAFFIC	1	
Total		1
DISMISSED AFTER DEFERRED ADJ.		
STATE LAW	0	
CITY ORDINANCE	0	
TRAFFIC	15	
Total		15
DISMISSED/PRESENTED INSURANCE		
STATE LAW	0	
CITY ORDINANCE	0	
TRAFFIC	1	
Total		1
DISMISSED BY PROSECUTOR		
STATE LAW	0	
CITY ORDINANCE	0	
TRAFFIC	1	
Total		1
REMOVE FEE & FINES		
STATE LAW	1	
CITY ORDINANCE	0	
TRAFFIC	1	
Total		2
Total Other Completed		20
Grand Total Completed		20
Net Difference Filed/Complete		18

Warrants...		
Issued...		
STATE LAW	0	
CITY ORDINANCE	0	
TRAFFIC	0	
Total Violations		0
Total Warrants Issued		0
Cleared...		
STATE LAW	1	
CITY ORDINANCE	0	
TRAFFIC	0	
Total Violations		1
Total Warrants Cleared		1
Change in Total Warrants		1-

Other Paid Cases...		
Paid Fine...		
Total Other Paid Fines		2

CCC20 CCC 2020	\$105.76	
AR ARREST FEE	\$8.53	
LMCBSF Local Building Security Fund	\$8.36	
LTPDF Local Truancy Prevention Fund	\$8.53	
LMCTF Local Court Technology Fund	\$6.82	
LMJF Local Municipal Jury Fund	\$0.17	
TLFTA1 OMNI FEES	\$14.12	
TLFTA2 OMNI BASE STATE	\$4.24	
TLFTA3 LOCAL OMNI BASE FEE	\$2.82	
TP-L TIME PAYMENT PLAN - LOCAL	\$7.06	
TP-L-C TIME PAYMENT - LOCAL EFFICIENT	\$1.76	
TP-S TIME PAYMENT PLAN - STATE	\$8.83	
FINE FINE	\$28.00	
Total Fees/Fines Paid	\$205.00	

14. Adjourn into Executive Session, as authorized by Section 551.071 of the Texas Government Code to confer with legal counsel about legal issues with Rancho Estates, L.P.

15. Possible Action on Matters Discussed in Executive Session.

16. Adjourn