



## NOTICE OF A PUBLIC MEETING

NOTICE is hereby given of a REGULAR MEETING of the BOARD OF ALDERMEN of the TOWN OF RANCHO VIEJO, TEXAS, to be held on Tuesday, September 8, 2026, at 6:00 P.M., in the TOWN MUNICIPAL OFFICE, 3301 CARMEN AVENUE, RANCHO VIEJO, TEXAS to consider the following items:

### Call to Order

1. Roll Call
2. Invocation and Pledge

### Mayor's Report

3. Mayor's Updates

### Public Comment

(The public is allowed 3 minutes per person to address the Board on any topic. There will be no discussion or formal action taken during this agenda item. The speaker must identify themselves before speaking with name and address.)

### Consent Agenda

4. Approval of Minutes – Regular Meeting August 11, 2026

### Business Items (Discussion & Action)

5. Discussion on UPRR Quiet Zone
6. Consideration/ Action Mayor's Proclamation
7. Consideration/ Action on Budget Amendment for FY 25-26- Streets Reserve- Cul-de-sac Phase I and 2018 Streets Project
8. Consideration/ Action Request for Qualifications- Auditor
9. Consideration/ Action Lease of 2026 Ford Explorer Pursuit for FY26-27
10. Consideration/ Action Master Mutual Aid Agreement Lower Rio Grande Valley Development Council
11. Consideration/ Appointment of Members to Beautification Committee

## Reports

- 12. Police Report – Chief of Police
- 13. Administrative Report- Town Administrator

## Final Public Comment

- 14. Public Comment (3 minutes; no formal action will be taken)

## Adjournment

- 15. Adjourn

  
Patty Flores, Town Administrator

*Note: Pursuant to Section 551.127, Texas Government Code, any Alderman may attend this meeting remotely using videoconferencing technology. During the portions of the meeting open to the public, the video and audio feed 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 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 September 1, 2026, at 5:00 PM and which will be continuously posted for a period of three (3) business days prior to the date and time said meeting was convened.

ATTEST:

  
Patty Flores, Town Administrator

TOWN OF RANCHO VIEJO  
MINUTES OF REGULAR MEETING  
BOARD OF ALDERMAN  
AUGUST 11, 2026

A Regular Meeting of the BOARD OF ALDERMAN of the TOWN OF RANCHO VIEJO, TEXAS, was held on Tuesday, August 11, 2026, in the TOWN MUNICIPAL OFFICE, 3301 Carmen Avenue, Rancho Viejo, Texas the same being open to the public.

CALL TO ORDER:

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The meeting was called to order by Mayor Todd Day at 6:02 PM.

1. ROLL CALL:

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

Members present at the meeting were: Vanessa Villarreal, Javier Vera, Peter Harris, and Marcos Ricoy.

Members absent: Abelardo Gonzalez.

A quorum was present at the meeting.

Legal Counsel David Irwin, Police Chief Arturo Huerta, and Town Administrator Patty Flores were also present at the meeting.

Those present at the meeting were:

Fernando Garcia                      Martha Reagan

2. INVOCATION AND PLEDGE:

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Alderman Vera led the group in the invocation and the Pledge of Allegiance to the American and Texas Flags.

3. MAYORS UPDATE:

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Mayor Day stated that the Town is still working on the multi-use facility. They are reviewing the engineering and looking into a local contractor for the work to significantly reduce costs. Once we get updated pricing and totals, he will add to the agenda for Board approval. He added that the Police Department lost another Stonegarden unit and that they will be adding a new Town unit to the budget workshop for approval. PD currently has 2 working Town units, they want to work on getting 4 as soon as possible. They added a permanent speed hump in front of the 80<sup>th</sup> block of Cortez, and a red no parking line and signs on Bolivar by the curve. The Town has met with OmniFiber and VMUD to start working and checking lines, Las Haciendas is scheduled to be finished and connected by next Monday, safety is a priority. Mayor Day also stated that he will be conducting a streetlight audit and will go back and check on the yellow light.

PUBLIC COMMENT

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A motion was made by Alderman Vera, seconded by Alderman Ricoy, and unanimously carried, to open public comment.

Fernando Garcia asked about item# 6 Republic Services and why the change. He stated that there are of the providers there is no one with the same resources. Martha Reagan asked about a truck being parked on a property for 3 months, she asked for clarification of the codes.

After everyone was given an opportunity for public comment, motion was made by Alderman Vera, seconded by Alderman Harris, and unanimously carried, to close public comment.

4. APPROVAL OF MINUTES – July 14, 2026:

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Motion was made by Alderman Vera, seconded by Alderman Harris, and unanimously carried, to approve the minutes of a regular meeting held on July 14, 2026, as written.

5. CONSIDERATION/AUTHORIZATION TO ADVERTISE FOR BIDS FOR DEPOSITORY CONTRACT FOR TWO YEARS WITH THE POSSIBILITY OF THREE ONE-YEAR EXTENSIONS AT THE TOWN'S OPTION:

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The Town is currently in a depository contract with Plains Capital Bank and on the 1<sup>st</sup> one-year extension.

Motion was made by Alderman Harris, seconded by Alderman Ricoy, and unanimously carried, to advertise for bids for depository contract for two years with the possibility of three one-year extensions at the Town's option.

6. CONSIDERATION/AUTHORIZATION TO ADVERTISE FOR BIDS FOR SOLID WASTE COLLECTION AND BRUSH REMOVAL:

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Mayor Day stated that he would like to search for other providers with the option of twice a month, brush removal, and review other policies about dumpsters and request negotiations. He added that he thinks it is a good practice to review and negotiate pricing in a generic sense.

Motion was made by Alderman Harris, seconded by Alderman Ricoy, and unanimously carried, to advertise for bids for solid waste collection, and brush removal.

7. CONSIDERATION/AUTHORIZATION TO ADVERTISE FOR STATEMENT OF QUALIFICATIONS FOR TOWN ENGINEER:

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The Town is currently on a month-to-month basis with the Town Engineer. Motion was made by Alderman Harris, seconded by Alderman Ricoy, and unanimously carried, to advertise for statement of qualifications for Town Engineer.

8. CONSIDERATION/ACTION ON APPROVAL FOR THE QUIET ZONE INTERLOCAL AGREEMENT WITH CCRMA:

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Alderman Harris and the Board asked about clarification on the agreement, for the amount to be paid by the Town. Mayor Day stated that the agreement calls for \$40,000.00 total. The standard, from the Town to be \$20,000.00 and to be matched by CCRMA. Alderman Ricoy and the Board asked about safety issues and other methods for noise control.

Motion was made by Alderman Harris to approve the agreement at \$0 cost and stated that the 2007 Comprehensive Plan talks about a natural barrier. The motion died for lack of a second.

9. CONSIDERATION/ACTION ON AGREEMENT WITH THE TEXAS DEPARTMENT OF PUBLIC SAFETY, DRIVER LICENSE DIVISION INTERLOCAL COOPERATION CONTRACT FOR THE TEXAS CONVICTION REPORTING (TXCR) A.K.A. FTA PROGRAM:

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This item is for the municipal court to continue the use of the current conviction reporting with an updated website. Motion was made by Alderman Vera, seconded by Alderman Harris, and unanimously carried, to approve the Agreement with the Texas Department Of Public Safety, Driver License Division Interlocal Cooperation Contract for The Texas Conviction Reporting (TXCR) A.K.A. FTA Program.

10. CONSIDERATION/ACTION TO PROVIDE FOR PUBLIC NOTICE OF DATE TIME AND LOCATION OF PUBLIC HEARING ON PROPOSED BUDGET FOR THE FISCAL YEAR OCTOBER ONE, 2026 – SEPTEMBER 30, 2027:

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Motion was made by Alderman Vera, seconded by Alderman Ricoy, and unanimously carried, to table this item and add to the Tuesday agenda.

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**11. CONSIDERATION/ACTION ON PROPOSED AD VALOREM TAX RATE:**

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

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**12. JULY 2026 POLICE REPORT- CHIEF OF POLICE:**

Police Chief Arturo Huerta introduced Officer Rebecca Olivarez and Officer Gabriel Alvarez as the newest officers to department. Chief Huerta also recognized Officer Munivez and Officer Olivarez for assisting San Benito Police Department in apprehending a suspect in pursuit that ended at Rancho Viejo Drive, right before our entrance, and keeping the Rancho Viejo community safe. He provided an update on the June 2026 Police Report. The Board asked about Stone Garden citations vs. local citations for the busy month of July.

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**13. TOWN ADMINISTRATOR REPORT:**

Town Administrator Patty Flores provided updates on Town Financials, community outreach efforts, municipal court, and permit operations and training for new employees. Ms. Flores stated that pay app# 3 in the amount of \$278,000.00 is currently pending for phase 1 of the cul-de-sac project. The board asked about code enforcement complaints. Ms. Flores mentioned training and certification for the code enforcer after 90-day probation. The cul-de-sac is complete after a manhole was added.

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**14. PUBLIC COMMENT (3 MINUTES; NO FORMAL ACTION WILL BE TAKEN):**

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

There were no comments from the audience. Motion was made by Alderman Vera, seconded by Alderwoman Villarreal, and unanimously carried, to close public comment.

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**15. ADJOURN:**

Motion was made by Alderman Vera, seconded by Alderman Harris, and unanimously carried, to adjourn the meeting at 7:18 PM.

BY: \_\_\_\_\_  
Patty Flores, Town Administrator

APPROVED: \_\_\_\_\_  
Todd Day, Mayor

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

**MASTER MUTUAL AID AGREEMENT**  
**LOWER RIO GRANDE VALLEY**  
**DEVELOPMENT COUNCIL**

#10

This Master Agreement For Mutual Aid (this "Agreement") is by and between participating members of the Lower Rio Grande Valley Development Council (the "LRGVDC"). WHEREAS, the attacks of September 11, 2001, have heightened our awareness that emergency planning is essential for the public health, safety, and welfare, and have fortified our resolve to effectively respond to disasters. NOW, THEREFORE, in consideration of the mutual covenants herein, the participating local governments (the "Parties"), authorized by appropriate actions of their governing bodies, hereby agree as follows:

1. **Legal Authority.** This Agreement is made pursuant to the authority of Chapters 418,433 and 791 of the Texas Government Code, Chapter 362 of the Texas Local Government Code, and all other constitutional and statutory provisions which may provide authority for any of the Parties.
2. **Scope of Agreement.**
  - (a) Each Party will endeavor to provide Disaster Assistance upon request from another Party. (The requesting Party is hereafter referred to as the "Requesting Party"; the requested Party as the "Responding Party.")

"Disaster Assistance" means provision. of emergency management, police, fire, emergency medical, utility, street, debris removal, and other services, without limitation, during a Disaster.

"Disaster", consistent with the definition in Section 418.004 of the Texas Government Code, means the occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or manmade cause, including fire, flood, earthquake, wind, storm, wave action, oil spill or other water contamination, volcanic activity, epidemic, air contamination, blight, drought, infestation, explosion, riot, hostile military or paramilitary action, other public calamity requiring emergency action, or energy emergency (as that term is defined in Chapter 418 of the Texas Government. Code), within the jurisdiction of any of the Parties.

The Parties agree that an act of terrorism is contemplated within the definition of "disaster" as that word is defined in Section 418.004 of the Texas Government Code. "Disaster" may include ordinary emergencies, such as, hazardous material spills, which have historically been handled in the normal course of government operations by the Parties.
  - (b) In accordance with Section 362.002, Texas Local Government Code, law enforcement assistance may be provided only when the mayor or other officer authorized to declare a state of civil emergency in the requesting county, municipality, or joint airport considers additional law enforcement officers necessary to protect health, life, and property in the county, municipality, or joint airport because of disaster, riot, threat of concealed explosives, or unlawful assembly characterized by force and violence or the threat of force and violence by three or more persons acting together or without lawful authority.

3. **Request for Assistance.** The request for assistance will:

- (a) be made only after a Declaration of a state of Local Civil Emergency or Declaration of Disaster by a Requesting Party pursuant to Section 418.108, Texas Government Code, or after a proclamation of a State of Emergency under Section 433.001, Texas Government Code,
- (b) be made by the highest ranking authority of Requesting Party available at the time of need,
- (c) be made to the highest ranking authority of the Responding Party available at the time of need, and
- (d) specify to the greatest extent possible the nature of the problem requiring assistance and the resources requested.

Notwithstanding anything in this Agreement, the decision whether to respond in any particular situation or the level of response to be provided is at the sole discretion of the representative of the Responding Party making the decision. The Responding Party's representative will make a discretionary decision at the time of the request, considering the nature and magnitude of the request, whether and the extent to which the Responding Party's resources are available and should be provided.

4. **Incident Command.**

- (a) The Requesting Party will designate an Incident Commander. Resources provided by the Responding Party will be subject to the direction of the Incident Commander, unless the Incident Commander, based on all the facts and circumstances at the scene of operation, requests that the Responding Party take charge of the operation based on superior resources, expertise, or other reason. In order to realize maximum effectiveness, it is the intention of the Parties that the response be under unified command with the highest degree of coordination possible under the circumstances.
- (b) Any Request for Assistance hereunder shall include a statement of the amount and type of equipment and number of personnel requested, shall specify the location to which the equipment and personnel are to be dispatched, and shall state the time period for which such equipment and personnel are requested. The Responding Party shall, in its sole discretion, determine what equipment and personnel are available to furnish the requested assistance.
- (c) The Responding Party shall report to the Incident Commander at the location to which the equipment and personnel are dispatched.
- (d) A Responding Party shall be released by the Requesting Party when the services of the Responding Entity are no longer required or when the officer in charge of the Responding party's forces determines, in the officer's sole discretion, that further assistance should not be provided.

5. **Training Exercises.** The Parties will endeavor to participate in joint training exercises and drills for emergency response situations which may result in a request under this Agreement.

6. **Other Mutual Aid Agreements, Supplementary Agreements and Protocols.** The Parties are encouraged, all or some, to enter into additional agreements and protocols governing response to particular situations and circumstances. Operating departments of the Parties (for example, fire and police) are authorized and encouraged to enter into specific emergency protocols with their counterparts to enhance coordination in Disaster response situations. Notwithstanding Section 23 below, it is understood and agreed that certain signatory Parties may have heretofore contracted or may hereafter contract with each other for mutual aid in disaster situations, and it is agreed that this Agreement shall be subordinate to any such individual contract. To assist each other in the process of mutual aid response planning, each Party agrees to inform the other Parties of all mutual aid agreements that each Party has with other municipalities, entities, counties, and state or federal agencies.

Specifically, the existence of this Agreement shall not prevent a municipality, county, rural fire prevention district, emergency services district, fire protection agency, organized volunteer group, or other emergency services entity from providing mutual aid assistance on request from another municipality, county, rural fire prevention district, emergency services district, fire protection agency, organized volunteer group, or other emergency services entity, in accordance with the provisions in Section 418.109 (d) of the Texas Government Code. Additionally, the existence of this Agreement shall not prevent any Local Government which is a Party hereto from providing emergency assistance to another Local Government which is not a party hereto, in accordance with the provisions in Section 791.027 of the Texas Government Code.

7. **Responsibility for Response Costs.** A Responding Party is authorized to request reimbursement from the Requesting Party for reasonable costs incurred pursuant to this Agreement in furnishing disaster assistance. The Requesting Party will make reimbursement when it is reasonably, fiscally able, but no later than 90 days after receipt of a claim for reimbursement, subject to paragraph 21. Current FEMA Guidelines will determine what costs are reasonable in the event of a dispute regarding a request for reimbursement. Personnel who are assigned, designated or ordered by their governing body to perform duties pursuant to this Agreement shall continue to receive from the Responding Party the same wages, salary, pension, and other compensation and benefits for the performance of such duties, including injury or death benefits, disability payments, and worker's compensation benefits, as though the service had been rendered within the limits of the jurisdiction where the personnel are regularly employed. This will be referenced and processed through Texas Government Code Sec 418.1181 Reimbursement of Costs: Request by Local Government Entity. This is dependent on State and/or Federal reimbursement are formally available.
8. **Participation Notice.** Each Party shall notify the LRGVDC Executive Director of its participation in this Agreement by furnishing an executed original of the attached Participation Notice.
9. **Administrative Services.** The LRGVDC agrees to provide administrative services necessary to coordinate this Agreement, including notifying Parties of new participants and withdrawals and timely providing Parties with a current list of contact information for each Party.
10. **Federal and State Participation.** Federal and state entities may participate in this Agreement, to the extent of any limitations of their authority, by furnishing an executed original of the attached Participation Notice to the LRGVDC Executive Director.

11. **Inventory and Database.** A current inventory and database of resources available to each Party for response under this Agreement shall be maintained by the LRGVDC and disbursed to the Parties. on a timely basis, at least every six months. The LRGVDC will develop a form to facilitate Parties entry and updating of inventory and resource information, send reminders to parties to update information, place inventory and resource information on its website, and take other actions reasonably necessary for the Parties to access current information. This will be maintained yearly by the agreeing entity and sent to the LRGVDC to maintain a rolling data base every October 1 of the calendar year.
12. **Withdrawal.** A Party may withdraw from this Agreement at any time by written notice to the LRGVDC Executive Director, transmitting a copy of the action of the Party's governing body. The Party withdrawing from this Agreement will still be responsible for any outstanding claims for reimbursement.
13. **Not for Benefit of Third Parties.** This Agreement and all activities hereunder are solely for the benefit of the Parties and not the benefit of any third party.
14. **Exercise of Police Power.** This Agreement and all activities hereunder are undertaken solely as an exercise of the police power of the Parties, exercised for the health, safety, and welfare of the public generally, and not for the benefit of any particular person or persons and the Parties shall not have nor be deemed to have any duty to any particular person or persons.
15. **Immunity not Waived.** Nothing in this Agreement is intended, nor may it be deemed, to waive any governmental, official, or other immunity or defense of any of the Parties or their officers, employees, representatives, and agents as a result of the execution of this Agreement and the performance of the covenants contained herein.
16. **Civil Liability to Third Parties.** Each Responding Party will be responsible for any civil liability for its own actions in responding to a request for assistance, and will determine what level, if any, of insurance or self-insurance it should maintain for such situations.
17. **No Liability of Parties to One Another.** One Party may not be responsible and shall not be civilly liable to another for not responding, or for responding at a particular level of resources or in a particular manner. Each Party hereto waives all claims against the other Parties hereto for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement, except those caused in whole or in part by the negligence of an officer, employee, or agent of another Party.
18. **Amendments to Agreement.** This Agreement may not be amended without the lawful action of the governing bodies of the Parties. No officer or employee of any of the Parties shall have authority to waive or otherwise modify the limitations in this Agreement, without the express action of the governing body of the Party.
19. **Captions.** Captions to provisions of this Agreement are for convenience and shall not be considered in the interpretation of the provisions.

20. **Equipment and Personnel.** During the time mutual aid is being furnished, all equipment used by the Party rendering aid shall continue to be owned, leased, or rented by the Party rendering aid. At all times while equipment and personnel of a Party rendering aid are traveling to, from, or within the geographical limits of the requesting Party in accordance with the terms of this Agreement, such personnel and equipment shall be deemed to be employed or used, as the case may be, in the full line and cause of duty of the Party rendering aid. In addition, such personnel shall be deemed to be engaged in a governmental function of their entity.
21. **Term.** This Agreement shall become effective as to each Party when approved and executed by that Party. This Agreement shall continue in force and remain binding on each and every Party until such time as the governing body of a Party terminates its participation in this Agreement pursuant to Section 12 of this Agreement. Termination of participation in this Agreement by a Party(ies) shall not affect the continued operation of this Agreement between and among the remaining Parties and this Agreement shall continue in force and remain binding on the remaining Parties.
22. **Entirety.** This Agreement contains all commitments and agreements of the Parties with respect to the mutual aid to be rendered hereunder during or in connection with a disaster. No other oral or written commitments of the Parties with respect to mutual aid under this Agreement shall have any force or effect if not contained herein, except as provided in Section 6 above.
23. **Interlocal Cooperation Act.** The Parties agree that mutual aid in the context contemplated herein is a "governmental function and service" and that the Parties are "local governments" as that term is defined herein and in the Interlocal Cooperation Act.
24. **Severability.** If a provision contained in this Agreement is held invalid for any reason, the invalidity does not affect other provisions of the Agreement that can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.
25. **Validity and Enforceability.** If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitations, and so modified, this Agreement shall continue in full force and effect.
26. **Warranty.** The Agreement has been officially authorized by the governing body of each Party hereto and each signatory to this Agreement guarantees and warrants that the signatory has full authority to execute this Agreement and to legally bind the respective Party to this Agreement.
27. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Texas. Venue for an action arising under this Agreement shall be in accordance with the Texas Rules of Civil Procedure.

## PARTICIPATION NOTICE

I hereby notify the Lower Rio Grande Valley Development Council, for its notification to its members, that City Rancho Viejo has approved participation in the Master Mutual Aid Agreement of the Lower Rio Grande Valley Development Council, by lawful action of its governing body, a true copy of which is attached and incorporated herein.

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Signature

Date

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Printed or Typed Name

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Position