

**THE STATE OF TEXAS  
CITY OF RIO HONDO  
COUNTY OF CAMERON**

Juan Garza, Commissioner, Place 1  
Diana Jean Bustamante - Zavala Place 3  
Jose S. Cavazos, Commissioner Place 5

Esteban Bocanegra, Place 2  
Olga Gallegos, Commissioner Place 4

Gustavo Olivares  
Mayor

**City Commission of the City of Rio Hondo  
November 18, 2025**

Pursuant to Chapter 551, Tittle 5 of the Texas Government Code, the Texas Open Meetings Act, notice is hereby given that the governing body of the City of Rio Hondo, Texas will convene for a Regular Meeting, at **6:00 p.m.** on Tuesday, November 18, 2025, at the City Commission Chambers on the Second Floor of the located at 121 N. Arroyo Blvd., Rio Hondo, Texas 78583.

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**Call meeting to Order (City Commission)**

**PLEDGE OF ALLEGIANCE**

**UNITED STATES PLEDGE**

**INVOCATION:**

**Regular Agenda:**

- 1. Mayor's and Commissioners' Reports**
- 2. Reports: Administrator, Library, Parks, Public Safety, Utilities**

Pursuant to Texas Government Code Section 551.0415, the City Commission, without having provided notice, may make reports about items of community interest if no action is taken and possible action is not discussed regarding the information provided in the report. "Items of community interest" include: (1) expressions thanks, congratulations or condolence; (2) information regarding holiday schedules; (3) an honorary or salutatory recognition of a public official, public employee or other citizen, except the discussions regarding a change in the status of a person's public office or public employment is not an honorary or salutatory recognition for the purposes of the City of Rio Hondo; (4) a reminder about an upcoming event organized or sponsored by the governing body; (5) information regarding a social, ceremonial or community event organized or sponsored by an entity other than the City of Rio Hondo that was attend or is scheduled to be attended by a member of the governing body or an official or employee of the City of Rio Hondo; and (6) announcements involving an imminent threat to the public health and safety of people in the political subdivision that has arisen after the posting of the agenda

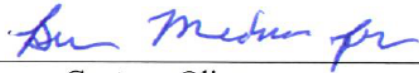
- 3. Public Comment Period: *Please Note- The Public Comment Period is designated for hearing concerns regarding City of Rio Hondo Public Policy or City of Rio Hondo business that is or is not on the agenda or items listed on the agenda.***

4. Consideration and Action to approve October 28, 2025, City Commission Minutes.
5. Consideration and Action to approve the sale of the city-owned building at 200 Colorado Blvd, known as Fred's Drug Store.
6. Consideration and Action of a de-annexation petition for Rio Hondo Estates Subdivision..
7. Discussion regarding de-annexation petitions legislation and proposed housing subdivisions.
8. Consideration and Action on Ordinance 2025- 06 regarding the application and the setting of fees for the issuance of a de-annexation petition.
9. Public Hearing and Action approving the preliminary plat for Parkway Estates (Rio Hondo Park Block 35, 1 acre, and Rio Hondo Park Block 35, 4 acres.
10. Public Hearing and Action on Ordinance 2025-07 for the annexation of Rio Hondo Park Block 35, 1 acre, and Rio Hondo Park Block 35, 4 acres, for Parkway Estates and approving the service plan.
11. Consideration and Action on Ordinance 2025-08, amending Ordinance 2024-06 by adding a business annual pass fee of \$150.00 and an individual annual pass fee of \$75.00.
12. Public Hearing and Action Ordinance 2025-09 amending Ordinance 407 setting the fees for after-hours drinking water re-connections.
13. Public Hearing and Action on Ordinance 2025-10 approving the City of Rio Hondo subdivision application and development fees.
14. Consideration and Action rejecting all bids and re-bidding the street and drainage improvements for Heywood Street.
15. Consideration and Action to purchase two sewer grinder pumps for two lots along S. Arroyo Street.
16. Acknowledgement of the Republic Services solid waste fees for October 1, 2025, to September 2026.
17. Consideration and Action calling for the City's General Election on May 2, 2026, for the Offices of Mayor, Commissioner Place 2, and Commissioner Place 4.
18. Executive Session pursuant to Texas Local Government Code Section 551.074, to discuss the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the City Administrator/City Secretary.

19. Adjournment

**Note: The City Commission for the City of Rio Hondo reserves the right to adjourn into executive session at any time during this meeting to discuss any matters, as authorized by the Texas Government Code, regarding Section 551.071 (Consultation with Attorney).**

*Note: The Meeting is accessible to Americans with Disabilities. Persons with disabilities who plan to attend this meeting and who may need assistance, please call the City Administrator /Secretary at (956) 748-2102 at least twenty-four hours before the meeting.*



Gustavo Olivares  
Mayor of the City of Rio Hondo

Posted: Wednesday, November 12, 2025, at 5.30 p.m.

I, Ben Medina Administrator City Secretary for the City of Rio Hondo, do hereby certify that this Notice of Meeting is a true and correct record and was posted in the bulletin board outside City Hall, and the bulletin board in the City Hall lobby, at 121 N. Arroyo Blvd, Rio Hondo, Texas 78583 and remained so posted continuously during at least three business days between the date of posting and the date of the meeting.

Item #4

## MINUTES FROM A REGULAR MEETING ON October 28, 2025

The Government Body of the City of Rio Hondo, Texas, met in a Regular Meeting on October 28, 2025, at 6:00 pm in the Commission Chambers at City Hall, with Mayor- Gustavo Olivares Presiding and present, and Commissioners Juan Garza- Present, Diana Bustamante-Zavala – Present, Esteban Bocanegra- Present, Olga Gallegos- Present, and Jose Cavazos- Present.

ALSO PRESENT: Ana Hernandez - Assistant City Administrator, Lucy Garza – Finance Director, Robert Drinkard - City Attorney, Julian Longoria – Police Chief

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Call meeting to Order (Mayor) at 6:00 pm

Pledge of Allegiance to the United States

Invocation led by Commissioner Diana Bustamante

Regular Agenda:

1. Mayor's and Commissioner's Reports.

No Reports

2. Administrator Report:

Ana Hernandez reported on behalf of Mr. Medina the following:

- CDBG application will be released on November 1, 2025
- Police Car Grant has been funded; the car ordered will be delivered in 6 weeks
- Christmas Parade scheduled for December 13, 2025
- Closing 2025 has started; the audit will begin on Nov 1, 2025
- Power washing will begin on November 10, 2025
- Estimates for painting the City are being solicited
- Outside City Hall lights will be replaced starting Nov 17, 2025
- Staff began fixing the Arroyo embankment at City Hall
- Parks, Public Works, and Water Utilities are fully staffed
- Getting ready for the Christmas Season
- Received compliments on how clean and well-maintained the city is.

Police/Fire Dept Report:

Chief Longoria reported that both the PD & Fire Department are doing better than expected; they still need a lot of work, but they are moving in the right direction. Traffic stops have increased. There were 40 traffic stops, 182 contacts with the public, 141 Business checks, and 79 calls for

service, with no significant incidents. Officers have been instructed to make contact with citizens whenever possible.

On the Fire Dept side, there were 12 calls for service, which are as follows:

Two brush fires, five medical calls, one bee attack.

Two structure fires, one vehicular accident, and one rescue/recovery.

Chief Longoria wants to host several events, the first being C.R.A.S.E. (Civilian Response to Active Shooter Events). This program outlines the best practices for surviving an active attack in any public place.

The chief wants to hold a fundraiser through an LTC class on December 6<sup>th</sup>. The class will be free, but donations and sponsorships will be accepted to fund RHPD training and equipment.

Chief also wants to have the following events:

- fishing with a cop on November 24
- Family Movie Night
- National Night Out
- Rio Hondo Youth Club
  - ✚ For ages 12-18
  - ✚ Teach our youth life skills that are not generally taught in school but are needed in everyday life
  - ✚ Gun Safety
  - ✚ Domestic Violence Awareness
  - ✚ How to change a tire
  - ✚ Pre-Trip Vehicle inspection
- BBQ Cook Off
  - ✚ Proceeds for Fire Dept

The Mayor stated that these are all great ideas and he has the support of the Commission.

The Chief also reported that they are currently checking all fire hydrants and fixing the ones that are not working, after which they will be repaired. They will begin painting all the hydrants.

The mayor added that the Community should be included in this project.

The mayor also mentioned that he has asked the Chief to look into having the siren repaired.

3. Public Comment Period. Please note – *The Public Comment Period is designated for hearing concerns regarding City of Rio Hondo Public Policy or City of Rio Hondo business that is or is not on the agenda or items on the agenda.*

NO PUBLIC COMMENT

4. Consideration and action to approve the September 23, 2025, City Commission Minutes.

Ms. Bustamante noted a mistake in paragraph 3 of item 1 – the date for Mike’s Grand Opening is incorrect; it should be September 27, 2025.

Commissioner Garza made a motion to approve the minutes of September 23, 2025, with corrections. Commissioner Gallegos seconded the motion; all voted “aye” to approve. The motion carried.

5. Status report on Bridge-Fest 2025.

Ana Hernandez reported to the council that the City had been receiving many complaints regarding Wrecking Crew Jam and the inability to communicate with them. Mr. Betancourt also failed to meet deadlines. Mr. Betancourt kept promising a list of vendors, a list of the contract for the closing act, and to meet with the security company to provide a layout of the event, but every time there was an excuse or he asked for a few more days. The City was recently given another contact name for the list of vendors after reaching out to the person. He stated that he didn’t have this list, as Lola Betancourt was handling it. Ms. Hernandez also said that she reached out to Clint Black’s agent, who was supposed to be our closing act. His agent had never heard of Mr. Betancourt nor Wrecking Crew Jams.

The mayor requested that a statement be released immediately regarding the cancellation of Bridge-Fest.

According to Mayor and Commissioner Bocanegra, Bridge-Fest should not be incorporated into the Christmas Festivities.

Mr. Drinkard stated that he knew this guy was not honest when he sent in a 2-page contract.

6. Discussion and Action on the appointment of Commissioner Place 1, Juan Garza, as Mayor Pro Tem.

The Mayor stated that, at Mr. Drinkard's suggestion, if the Mayor is not available, the Mayor Pro Tem can step in. After speaking with Mr. Garza and explaining his duties as Mayor Pro Tem, he nominated Mr. Garza for consideration. Mr. Garza has been serving on the board for some time, and the Mayor believes he is a strong candidate for Mayor Pro Tem.

Commissioner Bustamante made a motion to appoint Commissioner Place 1, Juan Garza, as

Mayor Pro-Tem. Commissioner Gallegos seconded the motion, all voted "aye" to approve; motion carried.

7. Workshop and Training on the Open Meeting Act, Texas Government Code Chapter 551; and Public Information Act, Texas Government Code 552. (required one hour).

**THIS ITEM WAS PUSHED TO THE END OF THE MEETING.**

Mr. Robert Drinkard conducted a workshop and training on the Open Meeting Act, Texas Government Code Chapter 551, and the Public Information Act, Texas Government Code 552. There were questions along the way from the Commissioners. Mr. Drinkard will issue Certificates of Completion to all.

8. Consideration and action to reschedule the November 25, 2025, and December 23, 2025, City Commission meetings to November 18, 2025, and December 16, 2025, due to the Thanksgiving and Christmas Holidays.

Commissioner Bocanegra made a motion to reschedule the November 25, 2025, and December 23, 2025, City Commission meetings to November 18, 2025, and December 16, 2025, due to the Thanksgiving and Christmas Holidays. Commissioner Cavazos seconded the motion, all voted "aye" to approve; the motion carried

9. Executive Session pursuant to Texas Local Government Code Section 551.071, for attorney consultation regarding legal fees in conjunction with the FY 2025-2026 Budget.

**The Commission entered Executive Session at 6:48 p.m.**  
**Commission came out of Executive Session at 7:15 pm**

10. Adjournment

Commissioner Gallegos made a motion to adjourn at 8:35. Commissioner Garza seconded the motion, and all voted "aye" to approve; the motion carried.

Approved:

\_\_\_\_\_  
Gustavo Olivares, Mayor

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Ben Medina, City Administrator/Secretary

Date: \_\_\_\_\_

Item #5



## COMMERCIAL CONTRACT - IMPROVED PROPERTY

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.  
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1. **PARTIES:** Seller agrees to sell and convey to Buyer the Property described in Paragraph 2. Buyer agrees to buy the Property from Seller for the sales price stated in Paragraph 3. The parties to this contract are:

Seller: City of Rio Hondo

Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_  
Mobile: \_\_\_\_\_ Fax or Other: \_\_\_\_\_

Buyer: Drive Core Industrial LLC

Address: 5900 Balcones Drive Ste. 100, Austin, TX 78731  
Phone: (528)115-592637 E-mail: Hcastro@controlesmonterrey.com  
Mobile: \_\_\_\_\_ Fax or Other: \_\_\_\_\_

### 2. PROPERTY:

- A. "Property" means that real property situated in Cameron County, Texas at 200 W. Colorado Ave, Rio Hondo, TX 78583 (address) and that is legally described on the attached Exhibit \_\_\_\_\_ or as follows: Rio Hondo Original Townsite Lot 16 BLK 7

- B. Seller will sell and convey the Property together with:

- (1) all buildings, improvements, and fixtures;
- (2) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, and rights-of-way;
- (3) Seller's interest in all leases, rents, and security deposits for all or part of the Property;
- (4) Seller's interest in all licenses and permits related to the Property;
- (5) Seller's interest in all third party warranties or guaranties, if transferable, relating to the Property or any fixtures;
- (6) Seller's interest in any trade names, if transferable, used in connection with the Property; and
- (7) all Seller's tangible personal property located on the Property that is used in connection with the Property's operations except: all furniture

Any personal property not included in the sale must be removed by Seller prior to closing.

(Describe any exceptions, reservations, or restrictions in Paragraph 12 or an addendum.)

(If mineral rights are to be reserved an appropriate addendum should be attached.)

(If the Property is a condominium, attach Commercial Contract Condominium Addendum (TXR-1930) or (TXR-1946).)

3. **SALES PRICE:** At or before closing, Buyer will pay the following sales price for the Property:

- A. Cash portion payable by Buyer at closing ..... \$ 115,000.00  
B. Sum of all financing described in Paragraph 4 ..... \$ \_\_\_\_\_  
C. Sales price (sum of 3A and 3B) ..... \$ 115,000.00

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**4. FINANCING:** Buyer will finance the portion of the sales price under Paragraph 3B as follows:

- ☐ A. **Third Party Financing:** One or more third party loans in the total amount of \$ \_\_\_\_\_. This contract:
- ☐ (1) is not contingent upon Buyer obtaining third party financing.
- ☐ (2) is contingent upon Buyer obtaining third party financing in accordance with the attached Commercial Contract Financing Addendum (TXR-1931).
- ☐ B. **Assumption:** In accordance with the attached Commercial Contract Financing Addendum (TXR-1931), Buyer will assume the existing promissory note secured by the Property, which balance at closing will be \$ \_\_\_\_\_.
- ☐ C. **Seller Financing:** Buyer will deliver a promissory note and deed of trust to Seller under the terms of the attached Commercial Contract Financing Addendum (TXR-1931) in the amount of \$ \_\_\_\_\_.

**5. EARNEST MONEY:**

- A. Not later than 3 days after the effective date, Buyer must deposit \$ \$1,000.00 as earnest money with Edwards Abstract & Title (title company) at 222 E Van Buren Ave # 101, Harlingen, TX (address) \_\_\_\_\_ (closer). If Buyer fails to timely deposit the earnest money, Seller may terminate this contract or exercise any of Seller's other remedies under Paragraph 15 by providing written notice to Buyer before Buyer deposits the earnest money.
- B. Buyer will deposit an additional amount of \$ \_\_\_\_\_ with the title company to be made part of the earnest money on or before:
- ☐ (i) \_\_\_\_\_ days after Buyer's right to terminate under Paragraph 7B expires; or
- ☐ (ii) \_\_\_\_\_.
- Buyer will be in default if Buyer fails to deposit the additional amount required by this Paragraph 5B within 3 days after Seller notifies Buyer that Buyer has not timely deposited the additional amount.
- C. Buyer may instruct the title company to deposit the earnest money in an interest-bearing account at a federally insured financial institution and to credit any interest to Buyer.

**6. TITLE POLICY, SURVEY, AND UCC SEARCH:**

- A. **Title Policy:**
- (1) Seller, at Seller's expense, will furnish Buyer an Owner's Policy of Title Insurance (the title policy) issued by any underwriter of the title company in the amount of the sales price, dated at or after closing, insuring Buyer against loss under the title policy, subject only to:
- (a) those title exceptions permitted by this contract or as may be approved by Buyer in writing; and
- (b) the standard printed exceptions contained in the promulgated form of title policy unless this contract provides otherwise.
- (2) The standard printed exception as to discrepancies, conflicts, or shortages in area and boundary lines, or any encroachments or protrusions, or any overlapping improvements:
- ☐ (a) will not be amended or deleted from the title policy.
- ☒ (b) will be amended to read "shortages in areas" at the expense of ☒ Buyer ☐ Seller.
- (3) Within 10 days after the effective date, Seller will furnish Buyer a commitment for title insurance (the commitment) including legible copies of recorded documents evidencing title exceptions. Seller authorizes the title company to deliver the commitment and related documents to Buyer at Buyer's address.

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B. Survey: Within \_\_\_\_\_ days after the effective date:

- ☐ (1) Buyer will obtain a survey of the Property at Buyer's expense and deliver a copy of the survey to Seller. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition. Seller will reimburse Buyer \_\_\_\_\_ (insert amount) of the cost of the survey at closing, if closing occurs.
- ☐ (2) Seller, at Seller's expense, will furnish Buyer a survey of the Property dated after the effective date. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition.
- ☐ (3) Seller will deliver to Buyer and the title company a true and correct copy of Seller's most recent survey of the Property along with an affidavit required by the title company for approval of the existing survey. If the existing survey is not acceptable to the title company, ☐ Seller ☐ Buyer (updating party), will, at the updating party's expense, obtain a new or updated survey acceptable to the title company and deliver the acceptable survey to the other party and the title company within 30 days after the title company notifies the parties that the existing survey is not acceptable to the title company. The closing date will be extended daily up to 30 days if necessary for the updating party to deliver an acceptable survey within the time required. The other party will reimburse the updating party \_\_\_\_\_ (insert amount or percentage) of the cost of the new or updated survey at closing, if closing occurs.

C. UCC Search:

- ☒ (1) Within 30 days after the effective date, Seller, at Seller's expense, will furnish Buyer a Uniform Commercial Code (UCC) search prepared by a reporting service and dated after the effective date. The search must identify documents that are on file with the Texas Secretary of State and the county where the Property is located that relate to all personal property on the Property and show, as debtor, Seller and all other owners of the personal property in the last 5 years.
- ☐ (2) Buyer does not require Seller to furnish a UCC search.

D. Buyer's Objections to the Commitment, Survey, and UCC Search:

- (1) Within 10 days after Buyer receives the last of the commitment, copies of the documents evidencing the title exceptions, any required survey, and any required UCC search, Buyer may object to matters disclosed in the items if: (a) the matters disclosed are a restriction upon the Property or constitute a defect or encumbrance to title to the real or personal property described in Paragraph 2 other than those permitted by this contract or liens that Seller will satisfy at closing or Buyer will assume at closing; or (b) the items show that any part of the Property lies in a special flood hazard area (an "A" or "V" zone as defined by FEMA). If the commitment or survey is revised or any new document evidencing a title exception is delivered, Buyer may object to any new matter revealed in such revision or new document. Buyer's objection must be made within the same number of days stated in this paragraph, beginning when the revision or new document is delivered to Buyer. If Paragraph 6B(1) applies, Buyer is deemed to receive the survey on the earlier of: (i) the date Buyer actually receives the survey; or (ii) the deadline specified in Paragraph 6B.
- (2) Seller may, but is not obligated to, cure Buyer's timely objections within 15 days after Seller receives the objections. The closing date will be extended as necessary to provide such time to cure the objections. If Seller fails to cure the objections by the time required, Buyer may terminate

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this contract by providing written notice to Seller within 5 days after the time by which Seller must cure the objections. If Buyer terminates, the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer.

- (3) Buyer's failure to timely object or terminate under this Paragraph 6D is a waiver of Buyer's right to object except that Buyer will not waive the requirements in Schedule C of the commitment.

## 7. PROPERTY CONDITION:

- A. Present Condition: Buyer accepts the Property in its present condition except that Seller, at Seller's expense, will complete the following before closing: AC unit to be inspected by a professional technician and front door glass to be repaired.

- B. Feasibility Period: Buyer may terminate this contract for any reason within 30 days after the effective date (feasibility period) by providing Seller written notice of termination.

(1) Independent Consideration. (Check only one box and insert amounts.)

- ☒ (a) If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer less \$ 100.00 that Seller will retain as independent consideration for Buyer's unrestricted right to terminate. Buyer has tendered the independent consideration to Seller upon payment of the amount specified in Paragraph 5A to the title company. The independent consideration is to be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(1) or if Buyer fails to deposit the earnest money, Buyer will not have the right to terminate under this Paragraph 7B.

- ☐ (b) Not later than 3 days after the effective date, Buyer must pay \$ \_\_\_\_\_ as independent consideration for Buyer's right to terminate by tendering such amount to the title company. Buyer authorizes escrow agent to release and deliver the independent consideration to Seller at any time upon Seller's request without further notice to or consent from Buyer. If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer and Seller will retain the independent consideration. The independent consideration will be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(1)(b) or if Buyer fails to pay the independent consideration, Buyer will not have the right to terminate under this Paragraph 7B.

- ☐ (2) Feasibility Period Extension: Prior to the expiration of the initial feasibility period, Buyer may extend the feasibility period for a single additional period of \_\_\_\_\_ days by delivering \$ \_\_\_\_\_ to the title company as additional earnest money.

- (a) \$ \_\_\_\_\_ of the additional earnest money will be retained by Seller as additional independent consideration for Buyer's unrestricted right to terminate, but will be credited to the sales price only upon closing of the sale. If Buyer terminates under this Paragraph 7B, the additional earnest money will be refunded to Buyer and Seller will retain the additional independent consideration.

- (b) Buyer authorizes escrow agent to release and deliver to Seller the following at any time upon Seller's request without further notice to or consent from Buyer:

(i) The additional independent consideration.

(ii) (Check no boxes or only one box.)

☐ all or ☒ \$ 900.00 of the remaining portion of the additional earnest money, which will be refunded to Buyer if Buyer terminates under this Paragraph 7B or if Seller defaults under this contract.

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If no dollar amount is stated in this Paragraph 7B(2) as additional earnest money or as additional independent consideration, or if Buyer fails to timely deliver the additional earnest money, the extension of the feasibility period will not be effective.

C. Inspections, Studies, or Assessments:

- (1) During the feasibility period, Buyer, at Buyer's expense, may complete or cause to be completed any and all inspections, studies, or assessments of the Property (including all improvements and fixtures) desired by Buyer.
- (2) Seller, at Seller's expense, will turn on all utilities necessary for Buyer to make inspections, studies, or assessments.
- (3) Buyer must:
  - (a) employ only trained and qualified inspectors and assessors;
  - (b) notify Seller, in advance, of when the inspectors or assessors will be on the Property;
  - (c) abide by any reasonable entry rules or requirements of Seller;
  - (d) not interfere with existing operations or occupants of the Property; and
  - (e) restore the Property to its original condition if altered due to inspections, studies, or assessments that Buyer completes or causes to be completed.
- (4) Except for those matters that arise from the negligence of Seller or Seller's agents, Buyer is responsible for any claim, liability, encumbrance, cause of action, and expense resulting from Buyer's inspections, studies, or assessments, including any property damage or personal injury. Buyer will indemnify, hold harmless, and defend Seller and Seller's agents against any claim involving a matter for which Buyer is responsible under this paragraph. This paragraph survives termination of this contract.

D. Property Information:

- (1) Delivery of Property Information: Within 10 days after the effective date, Seller will deliver to Buyer the following to the extent in Seller's possession: *(Check all that apply.)*
  - ☐ (a) a current rent roll of all leases affecting the Property certified by Seller as true and correct;
  - ☐ (b) copies of all current leases, including any mineral leases, pertaining to the Property, including any modifications, supplements, or amendments to the leases;
  - ☐ (c) a current inventory of all personal property to be conveyed under this contract and copies of any leases for such personal property;
  - ☐ (d) copies of all notes and deeds of trust against the Property that Buyer will assume or that Seller will not pay in full on or before closing;
  - ☒ (e) copies of all current service, utility, maintenance, and management agreements relating to the ownership and operation of the Property;
  - ☒ (f) copies of current utility capacity letters from the Property's water and sewer service provider;
  - ☒ (g) copies of all current warranties and guaranties relating to all or part of the Property;
  - ☒ (h) copies of fire, hazard, liability, and other insurance policies that currently relate to the Property;
  - ☐ (i) copies of all leasing or commission agreements that currently relate to the tenants of all or part of the Property;
  - ☐ (j) a copy of the "as-built" plans and specifications and plat of the Property;
  - ☒ (k) copies of all invoices for utilities and repairs incurred by Seller for the Property in the 24 months immediately preceding the effective date;
  - ☐ (l) a copy of Seller's income and expense statement for the Property from \_\_\_\_\_ to \_\_\_\_\_;
  - ☐ (m) copies of all previous environmental assessments, geotechnical reports, studies, or analyses made on or relating to the Property;

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- ☐ (n) real and personal property tax statements for the Property for the previous 2 calendar years;
- ☐ (o) Tenant reconciliation statements including, operating expenses, insurance and taxes for the Property from \_\_\_\_\_ to \_\_\_\_\_; and
- ☐ (p) \_\_\_\_\_

(2) Return of Property Information: If this contract terminates for any reason, Buyer will, not later than 10 days after the termination date: *(Check all that apply.)*

- ☒ (a) return to Seller all those items described in Paragraph 7D(1) that Seller delivered to Buyer in other than an electronic format and all copies that Buyer made of those items;
- ☒ (b) delete or destroy all electronic versions of those items described in Paragraph 7D(1) that Seller delivered to Buyer or Buyer copied in any format; and
- ☒ (c) deliver to Seller copies of all inspection and assessment reports related to the Property that Buyer completed or caused to be completed.

This Paragraph 7D(2) survives termination of this contract.

E. Contracts Affecting Operations: Until closing, Seller: (1) will operate the Property in the same manner as on the effective date under reasonably prudent business standards; and (2) will not transfer or dispose of any part of the Property, any interest or right in the Property, or any of the personal property or other items described in Paragraph 2B or sold under this contract. After the feasibility period ends, Seller may not enter into, amend, or terminate any other contract that affects the operations of the Property without Buyer's written approval.

## 8. LEASES:

A. Each written lease Seller is to assign to Buyer under this contract must be in full force and effect according to its terms. Seller may not enter into any new lease, fail to comply with any existing lease, or make any amendment or modification to any existing lease without Buyer's written consent. Seller must disclose, in writing, if any of the following exist at the time Seller provides the leases to the Buyer or subsequently occur before closing:

- (1) any failure by Seller to comply with Seller's obligations under the leases;
- (2) any circumstances under any lease that entitle the tenant to terminate the lease or seek any offsets or damages;
- (3) any non-occupancy of the leased premises by a tenant;
- (4) any advance sums paid by a tenant under any lease;
- (5) any concessions, bonuses, free rents, rebates, brokerage commissions, or other matters that affect any lease; and
- (6) any amounts payable under the leases that have been assigned or encumbered, except as security for loan(s) assumed or taken subject to under this contract.

B. Estoppel Certificates: Within \_\_\_\_\_ days after the effective date, Seller will deliver to Buyer estoppel certificates signed not earlier than \_\_\_\_\_ by each tenant that leases space in the Property. The estoppel certificates must include the certifications contained in the current version of TXR Form 1938 - Commercial Tenant Estoppel Certificate and any additional information requested by a third party lender providing financing under Paragraph 4 if the third party lender requests such additional information at least 10 days prior to the earliest date that Seller may deliver the signed estoppel certificates.

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200 W. Colorado Ave, Rio Hondo, TX 78583

# 9. BROKERS:

A. The brokers to this sale are:

Principal Broker: RE/MAX Elite

Cooperating Broker: GRT Realty

Agent: Sue Ann Taubert

Agent: Aidé Sosa

Address: 1702 E Tyler Ave Suite 1  
Harlingen, TX 78550

Address: 7280 N. Frontage Rd  
Olmito, TX 78575

Phone & Fax: (956)496-2012

Phone & Fax: (956)243-2262

E-mail: sataubert@remax.net

E-mail: aide.sosa12@yahoo.com

License No.: 0443223

License No.: 0622085

Principal Broker: *(Check only one box)*

Cooperating Broker represents Buyer.

- ☒ represents Seller only.  
☐ represents Buyer only.  
☐ is an intermediary between Seller and Buyer.

B. Fees: *(Check only (1) or (2) below.)*

*(Complete the Agreement Between Brokers on page 15 only if (1) is selected.)*

☐ (1) Seller will pay Principal Broker the fee specified by separate written commission agreement between Principal Broker and Seller. Principal Broker will pay Cooperating Broker the fee specified in the Agreement Between Brokers found below the parties' signatures to this contract.

☒ (2) At the closing of this sale, Seller will pay:

Principal Broker a total cash fee of:  
☐ \_\_\_\_\_ % of the sales price.  
☐ \_\_\_\_\_ .

Cooperating Broker a total cash fee of:  
☒ 3.000 % of the sales price.  
☐ \_\_\_\_\_ .

The cash fees will be paid in Cameron County, Texas. Seller authorizes the title company to pay the brokers from the Seller's proceeds at closing.

*NOTICE: Chapter 62, Texas Property Code, authorizes a broker to secure an earned commission with a lien against the Property.*

C. The parties may not amend this Paragraph 9 without the written consent of the brokers affected by the amendment.

# 10. CLOSING:

A. The date of the closing of the sale (closing date) will be on or before the later of:

(1) ☐ \_\_\_\_\_ days after the expiration of the feasibility period.  
☒ December 5, 2025 *(specific date)*.

(2) 7 days after objections made under Paragraph 6D have been cured or waived.

B. If either party fails to close by the closing date, the non-defaulting party may exercise the remedies in Paragraph 15.

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GRT Realty, 7280 N. Frontage Rd Olmito TX 78575  
Aidé Sosa

Phone: 9562432262 Fax: \_\_\_\_\_  
Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

Heriberto Castro

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- C. At closing, Seller will execute and deliver to Buyer, at Seller's expense, a ☒ general ☐ special warranty deed. The deed must include a vendor's lien if any part of the sales price is financed. The deed must convey good and indefeasible title to the Property and show no exceptions other than those permitted under Paragraph 6 or other provisions of this contract. Seller must convey the Property:
- (1) with no liens, assessments, or Uniform Commercial Code or other security interests against the Property which will not be satisfied out of the sales price, unless securing loans Buyer assumes;
  - (2) without any assumed loans in default; and
  - (3) with no persons in possession of any part of the Property as lessees, tenants at sufferance, or trespassers except tenants under the written leases assigned to Buyer under this contract.
- D. At closing, Seller, at Seller's expense, will also deliver to Buyer:
- (1) tax statements showing no delinquent taxes on the Property;
  - (2) a bill of sale with warranties to title conveying title, free and clear of all liens, to any personal property defined as part of the Property in Paragraph 2 or sold under this contract;
  - (3) an assignment of all leases to or on the Property;
  - (4) to the extent that the following items are assignable, an assignment to Buyer of the following items as they relate to the Property or its operations:
    - (a) licenses and permits;
    - (b) service, utility, maintenance, management, and other contracts; and
    - (c) warranties and guaranties;
  - (5) a rent roll current on the day of the closing certified by Seller as true and correct;
  - (6) evidence that the person executing this contract is legally capable and authorized to bind Seller;
  - (7) an affidavit acceptable to the title company stating that Seller is not a foreign person or, if Seller is a foreign person, a written authorization for the title company to: (i) withhold from Seller's proceeds an amount sufficient to comply with applicable tax law; and (ii) deliver the amount to the Internal Revenue Service together with appropriate tax forms; and
  - (8) any notices, statements, certificates, affidavits, releases, and other documents required by this contract, the commitment, or law necessary for the closing of the sale and the issuance of the title policy, all of which must be completed and executed by Seller as necessary.
- E. At closing, Buyer will:
- (1) pay the sales price in good funds acceptable to the title company;
  - (2) deliver evidence that the person executing this contract is legally capable and authorized to bind Buyer;
  - (3) sign and send to each tenant in the Property a written statement that:
    - (a) acknowledges Buyer has received and is responsible for the tenant's security deposit; and
    - (b) specifies the exact dollar amount of the security deposit;
  - (4) sign an assumption of all leases then in effect; and
  - (5) execute and deliver any notices, statements, certificates, or other documents required by this contract or law necessary to close the sale.
- F. Unless the parties agree otherwise, the closing documents will be as found in the basic forms in the current edition of the State Bar of Texas Real Estate Forms Manual without any additional clauses.

**11. POSSESSION:** Seller will deliver possession of the Property to Buyer upon closing and funding of this sale in its present condition with any repairs Seller is obligated to complete under this contract, ordinary wear and tear excepted. Any possession by Buyer before closing or by Seller after closing that is not authorized by a separate written lease agreement is a landlord-tenant at sufferance relationship between the parties.

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**12. SPECIAL PROVISIONS:** The following special provisions apply and will control in the event of a conflict with other provisions of this contract. *(If special provisions are contained in an Addendum, identify the Addendum here and reference the Addendum in Paragraph 22D.)*

**13. SALES EXPENSES:**

- A. Seller's Expenses: Seller will pay for the following at or before closing:
- (1) releases of existing liens, other than those liens assumed by Buyer, including prepayment penalties and recording fees;
  - (2) release of Seller's loan liability, if applicable;
  - (3) tax statements or certificates;
  - (4) preparation of the deed and any bill of sale;
  - (5) one-half of any escrow fee;
  - (6) costs to record any documents to cure title objections that Seller must cure; and
  - (7) other expenses that Seller will pay under other provisions of this contract.
- B. Buyer's Expenses: Buyer will pay for the following at or before closing:
- (1) all loan expenses and fees;
  - (2) preparation fees of any deed of trust;
  - (3) recording fees for the deed and any deed of trust;
  - (4) premiums for flood and hazard insurance as may be required by Buyer's lender;
  - (5) one-half of any escrow fee; and
  - (6) other expenses that Buyer will pay under other provisions of this contract.

**14. PRORATIONS:**

- A. Prorations:
- (1) Interest on any assumed loan, taxes, rents, and any expense reimbursements from tenants will be prorated through the closing date.
  - (2) If the amount of ad valorem taxes for the year in which the sale closes is not available on the closing date, taxes will be prorated on the basis of taxes assessed in the previous year. If the taxes for the year in which the sale closes vary from the amount prorated at closing, the parties will adjust the prorations when the tax statements for the year in which the sale closes become available. This Paragraph 14A(2) survives closing.
  - (3) If Buyer assumes a loan or is taking the Property subject to an existing lien, Seller will transfer all reserve deposits held by the lender for the payment of taxes, insurance premiums, and other charges to Buyer at closing and Buyer will reimburse such amounts to Seller by an appropriate adjustment at closing.
- B. Rollback Taxes: If Seller's use or change in use of the Property before closing results in the assessment of additional taxes, penalties, or interest (assessments) for periods before closing, the assessments will be the obligation of Seller. If this sale or Buyer's use of the Property after closing results in additional assessments for periods before closing, the assessments will be the obligation of Buyer. This Paragraph 14B survives closing.

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- C. **Rent and Security Deposits:** At closing, Seller will tender to Buyer all security deposits and the following advance payments received by Seller for periods after closing: prepaid expenses, advance rental payments, and other advance payments paid by tenants. Rents prorated to one party but received by the other party will be remitted by the recipient to the party to whom it was prorated within 5 days after the rent is received. This Paragraph 14C survives closing.

# 15. DEFAULT:

- A. If Buyer fails to comply with this contract, Buyer is in default and Seller, as Seller's sole remedy(ies), may terminate this contract and receive the earnest money, as liquidated damages for Buyer's failure except for any damages resulting from Buyer's inspections, studies or assessments in accordance with Paragraph 7C(4) which Seller may pursue, or  
(Check if applicable)  
☐ enforce specific performance, or seek such other relief as may be provided by law.
- B. If, without fault, Seller is unable within the time allowed to deliver the estoppel certificates, survey or the commitment, Buyer may:  
(1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or  
(2) extend the time for performance up to 15 days and the closing will be extended as necessary.
- C. Except as provided in Paragraph 15B, if Seller fails to comply with this contract, Seller is in default and Buyer may:  
(1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or  
(2) enforce specific performance, or seek such other relief as may be provided by law, or both.

# 16. CASUALTY LOSS AND CONDEMNATION:

- A. If any part of the Property is damaged or destroyed by fire or other casualty after the effective date, Seller must restore the Property to its previous condition as soon as reasonably possible and not later than the closing date. If, without fault, Seller is unable to do so, Buyer may:  
(1) terminate this contract and the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer;  
(2) extend the time for performance up to 15 days and closing will be extended as necessary; or  
(3) accept at closing: (i) the Property in its damaged condition; (ii) an assignment of any insurance proceeds Seller is entitled to receive along with the insurer's consent to the assignment; and (iii) a credit to the sales price in the amount of any unpaid deductible under the policy for the loss.
- B. If before closing, condemnation proceedings are commenced against any part of the Property, Buyer may:  
(1) terminate this contract by providing written notice to Seller within 15 days after Buyer is advised of the condemnation proceedings and the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer; or  
(2) appear and defend the condemnation proceedings and any award will, at Buyer's election, belong to: (a) Seller and the sales price will be reduced by the same amount; or (b) Buyer and the sales price will not be reduced.

17. **ATTORNEY'S FEES:** If Buyer, Seller, any broker, or the title company is a prevailing party in any legal proceeding brought under or with relation to this contract or this transaction, such party is entitled to recover from the non-prevailing parties all costs of such proceeding and reasonable attorney's fees. This Paragraph 17 survives termination of this contract.

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# 18. ESCROW:

- A. At closing, the earnest money will be applied first to any cash down payment, then to Buyer's closing costs, and any excess will be refunded to Buyer. If no closing occurs, the title company may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of the title company from all parties.
- B. If one party makes written demand for the earnest money, the title company will give notice of the demand by providing to the other party a copy of the demand. If the title company does not receive written objection to the demand from the other party within 15 days after the date the title company sent the demand to the other party, the title company may disburse the earnest money to the party making demand, reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and the title company may pay the same to the creditors.
- C. The title company will deduct any independent consideration under Paragraph 7B(1) before disbursing any earnest money to Buyer and will pay the independent consideration to Seller.
- D. If the title company complies with this Paragraph 18, each party hereby releases the title company from all claims related to the disbursement of the earnest money.
- E. Notices under this Paragraph 18 must be sent by certified mail, return receipt requested. Notices to the title company are effective upon receipt by the title company.
- F. Any party who wrongfully fails or refuses to sign a release acceptable to the title company within 7 days after receipt of the request will be liable to the other party for: (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- G. ☐ Seller ☐ Buyer intend(s) to complete this transaction as a part of an exchange of like-kind properties in accordance with Section 1031 of the Internal Revenue Code, as amended. All expenses in connection with the contemplated exchange will be paid by the exchanging party. The other party will not incur any expense or liability with respect to the exchange. The parties agree to cooperate fully and in good faith to arrange and consummate the exchange so as to comply to the maximum extent feasible with the provisions of Section 1031 of the Internal Revenue Code. The other provisions of this contract will not be affected in the event the contemplated exchange fails to occur.

## 19. MATERIAL FACTS: To the best of Seller's knowledge and belief: *(Check only one box.)*

- ☐ A. Seller is not aware of any material defects to the Property except as stated in the attached Commercial Property Condition Statement (TXR-1408).
- ☐ B. Except as otherwise provided in this contract, Seller is not aware of:
  - (1) any subsurface: structures, pits, waste, springs, or improvements;
  - (2) any pending or threatened litigation, condemnation, or assessment affecting the Property;
  - (3) any environmental hazards or conditions that materially affect the Property;
  - (4) whether the Property is or has been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers;
  - (5) whether radon, asbestos containing materials, urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants), or other pollutants or contaminants of any nature now exist or ever existed on the Property;
  - (6) any wetlands, as defined by federal or state law or regulation, on the Property;
  - (7) any threatened or endangered species or their habitat on the Property;
  - (8) any present or past infestation of wood-destroying insects in the Property's improvements;
  - (9) any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property;

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- (10) any material physical defects in the improvements on the Property; or  
(11) any condition on the Property that violates any law or ordinance.

*(Describe any exceptions to (1)-(11) in Paragraph 12 or an addendum.)*

**20. NOTICES:** All notices between the parties under this contract must be in writing and are effective when hand-delivered, mailed by certified mail return receipt requested, sent by a national or regional overnight delivery service that provides a delivery receipt, or sent by confirmed facsimile transmission to the parties addresses or facsimile numbers stated in Paragraph 1. The parties will send copies of any notices to the broker representing the party to whom the notices are sent.

- ☐ A. Seller also consents to receive any notices by e-mail at Seller's e-mail address stated in Paragraph 1.  
☒ B. Buyer also consents to receive any notices by e-mail at Buyer's e-mail address stated in Paragraph 1.

**21. DISPUTE RESOLUTION:** The parties agree to negotiate in good faith in an effort to resolve any dispute related to this contract that may arise. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation before resorting to arbitration or litigation and will equally share the costs of a mutually acceptable mediator. This paragraph survives termination of this contract. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

**22. AGREEMENT OF THE PARTIES:**

A. This contract is binding on the parties, their heirs, executors, representatives, successors, and permitted assigns. This contract is to be construed in accordance with the laws of the State of Texas. If any term or condition of this contract shall be held to be invalid or unenforceable, the remainder of this contract shall not be affected thereby. All individuals signing represent that they have the authority to sign on behalf of and bind the party for whom they are signing.

B. This contract contains the entire agreement of the parties and may not be changed except in writing.

C. If this contract is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.

D. Addenda which are part of this contract are: *(Check all that apply.)*

- ☐ (1) Property Description Exhibit identified in Paragraph 2;  
☐ (2) Commercial Contract Condominium Addendum (TXR-1930) or (TXR-1946);  
☐ (3) Commercial Contract Financing Addendum (TXR-1931);  
☐ (4) Commercial Property Condition Statement (TXR-1408);  
☐ (5) Commercial Contract Addendum for Special Provisions (TXR-1940);  
☐ (6) Addendum for Seller's Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (TXR-1906);  
☐ (7) Notice to Purchaser of Real Property in a Water District (MUD);  
☐ (8) Addendum for Coastal Area Property (TXR-1915);  
☐ (9) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TXR-1916);  
☐ (10) Information About Brokerage Services (TXR-2501);  
☐ (11) Information About Mineral Clauses in Contract Forms (TXR-2509);  
☐ (12) Notice of Obligation to Pay Improvement District Assessment (TXR-1955, PID);  
☐ (13) \_\_\_\_\_

*(Note: Counsel for Texas REALTORS® has determined that any of the foregoing addenda which are promulgated by the Texas Real Estate Commission (TREC) or published by Texas REALTORS® are appropriate for use with this form.)*

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E. Buyer ☒ may ☐ may not assign this contract. If Buyer assigns this contract, Buyer will be relieved of any future liability under this contract only if the assignee assumes, in writing, all of Buyer's obligations under this contract.

**23. TIME:** Time is of the essence in this contract. The parties require strict compliance with the times for performance. If the last day to perform under a provision of this contract falls on a Saturday, Sunday, or Federal Reserve Bank holiday, the time for performance is extended until the end of the next day which is not a Saturday, Sunday, or Federal Reserve Bank holiday.

**24. EFFECTIVE DATE:** The effective date of this contract for the purpose of performance of all obligations is the date the title company receipts this contract after all parties execute this contract.

**25. ADDITIONAL NOTICES:**

- A. Buyer should have an abstract covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a title policy.
- B. If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fees of the district before final execution of this contract.
- C. Notice Required by §13.257, Water Code: "The real property, described below, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property." The real property is described in Paragraph 2 of this contract.
- D. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included as part of this contract (*the Addendum for Coastal Area Property (TXR-1915) may be used*).
- E. If the Property is located seaward of the Gulf Intracoastal Waterway, §61.025, Texas Natural Resources Code, requires a notice regarding the seaward location of the Property to be included as part of this contract (*the Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TXR-1916) may be used*).
- F. If the Property is located outside the limits of a municipality, the Property may now or later be included in the extra-territorial jurisdiction (ETJ) of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and ETJ. To determine if the Property is located within a municipality's ETJ, Buyer should contact all municipalities located in the general proximity of the Property for further information.
- G. If apartments or other residential units are on the Property and the units were built before 1978, federal law requires a lead-based paint and hazard disclosure statement to be made part of this contract (*the Addendum for Seller's Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (TXR-1906) may be used*).

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- H. Section 1958.154, Occupations Code requires Seller to provide Buyer a copy of any mold remediation certificate issued for the Property during the 5 years preceding the date the Seller sells the Property.
- I. Brokers are not qualified to perform property inspections, surveys, engineering studies, environmental assessments, or inspections to determine compliance with zoning, governmental regulations, or laws. Buyer should seek experts to perform such services. Buyer should review local building codes, ordinances and other applicable laws to determine their effect on the Property. Selection of experts, inspectors, and repairmen is the responsibility of Buyer and not the brokers. Brokers are not qualified to determine the credit worthiness of the parties. NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."
- J. PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improvement district, Seller is required by §5.014, Property Code to give Buyer a written notice concerning the obligation to pay assessments. The form of the required notice is available as a part of the Notice of Obligation to Pay Improvement District Assessment (TXR-1955).
- K. LICENSE HOLDER DISCLOSURE: Texas law requires a real estate license holder who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as a trustee or of which the license holder or the license holder's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: N/A

**26. CONTRACT AS OFFER:** The execution of this contract by the first party constitutes an offer to buy or sell the Property. Unless the other party accepts the offer by 5:00 p.m., in the time zone in which the Property is located, on \_\_\_\_\_, the offer will lapse and become null and void.

**READ THIS CONTRACT CAREFULLY.** The brokers and agents make no representation or recommendation as to the legal sufficiency, legal effect, or tax consequences of this document or transaction. **CONSULT your attorney BEFORE signing.**

Seller: City of Rio Hondo

Buyer: Drive Core Industrial LLC

By: \_\_\_\_\_  
By (signature): \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
By (signature): Heriberto Castro Martinez 11/4/2025  
Printed Name: Heriberto Castro Martinez  
Title: Owner

By: \_\_\_\_\_  
By (signature): \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
By (signature): \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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### AGREEMENT BETWEEN BROKERS

(use only if Paragraph 9B(1) is effective)

Principal Broker agrees to pay GRT Realty (Cooperating Broker) a fee when the Principal Broker's fee is received. The fee to be paid to Cooperating Broker will be:

☐ \$ \_\_\_\_\_, or  
☒ **3.000** % of the sales price, or  
☐ \_\_\_\_\_ % of the Principal Broker's fee.

The title company is authorized and directed to pay Cooperating Broker from Principal Broker's fee at closing. This Agreement Between Brokers supersedes any prior offers and agreements for compensation between brokers.

Principal Broker: RE/MAX Elite

Cooperating Broker: GRT Realty

By: \_\_\_\_\_  
**Sue Ann Taubert**

DocuSigned by:  
  
**Aide Sosa**  
2CB76E99ADE44E1...

11/4/2025

### ATTORNEYS

Seller's attorney: \_\_\_\_\_

Buyer's attorney: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Phone & Fax: \_\_\_\_\_

Phone & Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

E-mail: \_\_\_\_\_

Seller's attorney requests copies of documents, notices, and other information:

☐ the title company sends to Seller.  
☐ Buyer sends to Seller.

Buyer's attorney requests copies of documents, notices, and other information:

☐ the title company sends to Buyer.  
☐ Seller sends to Buyer.

### ESCROW RECEIPT

The title company acknowledges receipt of:

☐ A. the contract on this day \_\_\_\_\_ (effective date);  
☐ B. earnest money in the amount of \$ \_\_\_\_\_ in the form of \_\_\_\_\_ on \_\_\_\_\_.

Title company: \_\_\_\_\_

Address: \_\_\_\_\_

By: \_\_\_\_\_

Phone & Fax: \_\_\_\_\_

Assigned file number (GF#): \_\_\_\_\_

E-mail: \_\_\_\_\_

Item #6

# Moore Land Surveying, LLC

14216 Palis Drive  
La Feria, TX 78552

(956)245-0988  
(956)245-4651

TBPLS Firm No. 10194186  
TBPE Firm No. 19190

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Mr. Ben Medina  
City of Rio Hondo  
121 N. Arroyo Blvd.  
Rio Hondo, TX 78583

November 3, 2025


RE: 35.97 ACRES OUT OF BLOCK 27 & 28, MCLEOD-HOOD PROPERTIES NO. 1

Mr. Media:

In regards to the subject property being 35.97 Acres out of Blocks 27 & 28, McLeod-Hood Properties No. 1, described in Document No. 2024-31652 Official Records, Cameron County, Texas, we are requesting an acknowledgement from the City of Rio Hondo that the city has received the deannex request back in June 2025, and has approved the request due to the time constraints based on Senate Bill 2038 rules and stipulations.

Should you have any questions feel free to contact myself at 956-929-1615.

Respectfully,



11/3/25

Emiliano Rosel, PE  
Moore Land Surveying, LLC



11/3/25

Victor Daniec  
Arroyo Colorado Investments, LLC  
5121 W. State Highway 107  
Edinburg, TX 78539, Hidalgo County

DOB: 10/5/1986

VOTER REGISTRATION #: TX DL #: 01761241  
#1055203840

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City of Rio Hondo Representative

Item #7

## texas senate bill on de-annexation of etj

Here's a summary of the key legislation in Texas regarding de-annexation (release) of land from a city's extraterritorial jurisdiction ("ETJ"):

### Key Bill: Texas Senate Bill 2038 (88th Legislature, 2023)

- SB 2038 was filed by Paul Bettencourt (R-Houston) and passed in May 2023.  
The Katy News +2
- It amends the Texas Local Government Code — specifically, Chapter 42 — by adding Subchapters D and E that create two release mechanisms: by petition (Subchapter D) and by election (Subchapter E). Texas Legislatur... +3
- It took effect **September 1, 2023**. Texas Standard +2

### What the Bill Allows / Means

- Under Subchapter D ("Release of Area by Petition"):
  - A resident of an area in a municipality's ETJ or the owner(s) of the majority in value of land parcels in the ETJ can file a petition asking the municipality to release that area from its ETJ. LegiScan +2
  - The petition must meet signature/ownership thresholds and include required descriptions/maps. Texas Legislatur... +1
  - If the city fails to act within a certain timeframe (45 days or next meeting after 30 days), the release happens automatically by operation of law. LegiScan +1
  - Once released, the area cannot be re-included in the municipality's ETJ or corporate boundaries unless the owner(s) request it. LegiScan
- Under Subchapter E ("Release of Area by Election"):
  - A resident may petition for an election to vote on whether an area in the ETJ should be released. Texas Legislatur... +1
  - The petition must include a map, identify boundaries, meet signature thresholds (e.g., at least 5 % of registered voters in the area if population  $\geq$  200) and may not request another election on the same area for 2 years after a petition is filed.

Texas Legislatur... +1

- If the majority of qualified voters approve, the area is released. Once released, same restriction applies: cannot be re-included unless requested by owner(s).

LegiScan +1

## Applicability & Exceptions

- The law explicitly excludes certain areas from release under these provisions: for example:
  - Areas within five miles of a military base active training program. [Texas Legislatur...](#) +1
  - Areas voluntarily annexed into the ETJ in certain rapidly growing counties (population > 240,000, growth > 50 % since 2020 Census). [Texas Legislatur...](#) +1
  - Portions of ETJ of a municipality with population > 1.4 million and in a county with population > 2 million, within certain distance of a military base. [Texas Legislatur...](#)
  - Areas designated as industrial districts under § 42.044. [LegiScan](#)
  - Areas subject to a strategic partnership agreement under § 43.0751 (which pertains to other cooperative arrangements between cities/county). [LegiScan](#) +1

## Impacts / Notes

- The law is being viewed as significantly shifting the balance between municipalities and landowners/developers in the ETJ. [aquiferalliance.o...](#) +1
- Some municipalities have challenged the law's constitutionality—e.g., Grand Prairie has filed suit. [The Real Deal](#)
- The law is often referred to as an "ETJ opt-out" or de-annexation (or more precisely, removal from ETJ) mechanism for landowners/residents. [Texas Standard](#)

## Takeaway

If you are in the ETJ of a Texas city and want to explore releasing your land from the city's regulatory jurisdiction (ETJ), SB 2038 provides two formal mechanisms: petition by residents/landowners or election by the voters in the area. However, there are important exclusions and technical requirements (maps, boundaries, signatures, etc.).

Item #8

## **Ordinance No. 2025-06**

**AN ORDINANCE OF THE CITY OF RIO HONDO, TEXAS, ESTABLISHING A FEE FOR THE SUBMISSION OF A DE-ANNEXATION PETITION; PROVIDING FOR ADMINISTRATION, EXEMPTIONS, AND AN EFFECTIVE DATE.**

**Be Ordained by the City Commission of the City of Rio Hondo;**

### **SECTION 1. PURPOSE**

The purpose of this ordinance is to establish a reasonable fee for the submission and processing of de-annexation petitions, ensuring cost recovery for staff time, public notifications, legal review, and administrative activities associated with evaluating such petitions.

### **SECTION 2. AUTHORITY**

This ordinance is adopted pursuant to the City Charter and the authority granted under State law governing municipal boundaries, annexation, and de-annexation procedures.

### **SECTION 3. FEE ESTABLISHED**

De-Annexation Petition Fee.

Any individual, property owner, or group submitting a petition requesting the de-annexation of land from the City shall pay a non-refundable administrative fee of \$2,500 at the time the petition is filed.

Cost-Based Adjustment.

The City Manager or designee may annually review the fee to ensure that it reflects the actual administrative and processing costs incurred by the City, and may recommend adjustments to the City Commission.

### **SECTION 4. PETITION PROCESSING AND REVIEW**

No petition shall be considered complete until the required fee has been paid in full.

Payment of the fee does not guarantee approval of the de-annexation request.

The fee covers the following administrative functions:

Verification of petition signatures

Property and boundary research

Staff analysis and reports

Public notice and hearings

Legal review and preparation of required documents

#### **SECTION 5. De-annexation by voter approval**

Residents of the area may request an election for de-annexation, and the costs will depend on Cameron County's election requirements and the cost of conducting the election.

The City Commission may approve, deny, or modify the request.

#### **SECTION 6. EXEMPTIONS**

The following actions are exempt from the de-annexation petition fee:

De-annexation initiated by the City Commission.

De-annexation is required to correct boundary errors caused by City action.

#### **SECTION 7. SEVERABILITY**

If any section or portion of this ordinance is found invalid by a court of competent jurisdiction, the remaining portions shall remain in full force and effect.

#### **SECTION 8. EFFECTIVE DATE**

This ordinance shall take effect immediately upon adoption.

**PASSED, APPROVED, AND ADOPTED** on this 18th day of December 2025 at the regular meeting of the City Commission of the City of Rio Hondo.

**APPROVED:**

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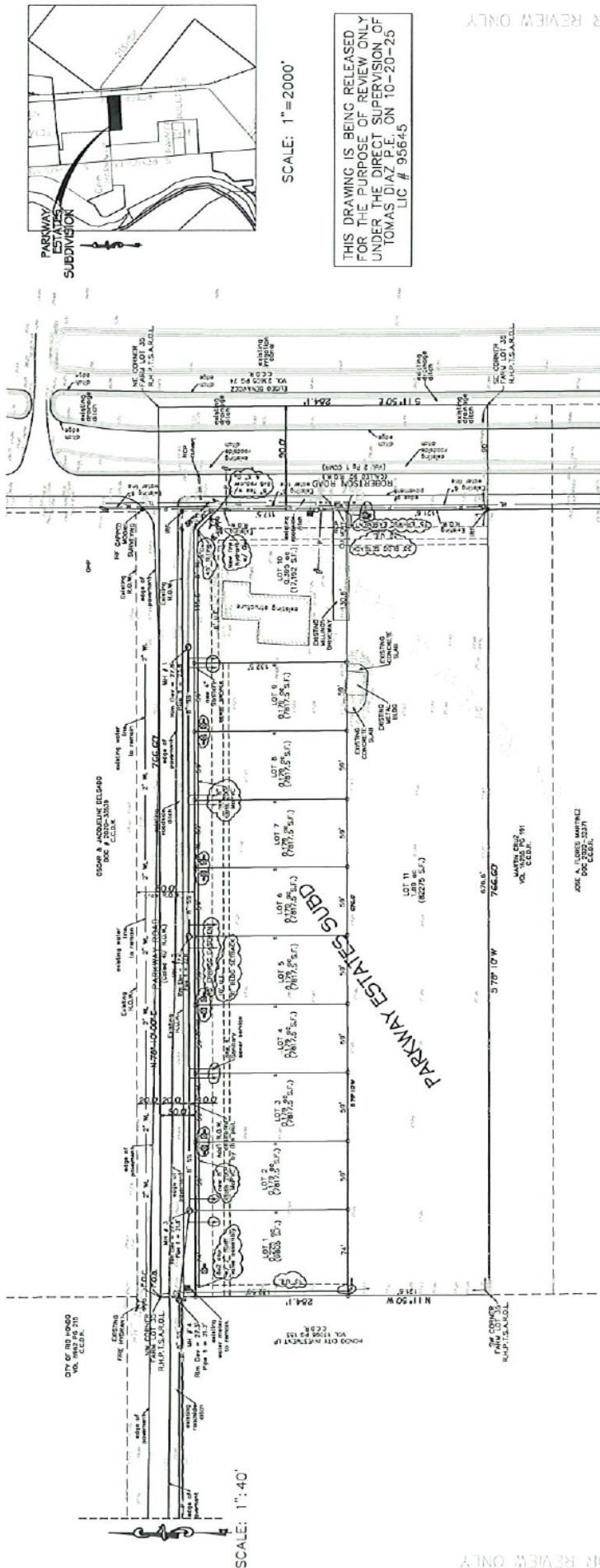
**Gustavo Ollvares, Mayor**

**ATTEST:**

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**Ben Medina, City Administrator**

Item #9



SCALE: 1"=40'

SCALE: 1"=2000'

THIS DRAWING IS BEING RELEASED FOR THE PURPOSE OF REVIEW ONLY UNDER THE DIRECT SUPERVISION OF TOWNSHIP OF DIAZ, L.L.C. ON 10-20-23 LIC # 956445

DO NOT FOR REVIEW ONLY

DO NOT FOR REVIEW ONLY

# PRELIMINARY PLAT OF PARKWAY ESTATES SUBDIVISION

NOTE: A COPY OF THIS PLAT IS ON FILE IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT IN THE COUNTY OF DIAZ, FLORIDA. THE PLAT IS ON FILE IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT IN THE COUNTY OF DIAZ, FLORIDA.

## SUPPLEMENTARY NOTES

1. THIS PLAT IS A PRELIMINARY PLAT. THE PLAT IS NOT TO BE USED FOR ANY PURPOSE OTHER THAN FOR THE PURPOSE OF REVIEW ONLY. THE PLAT IS NOT TO BE USED FOR ANY PURPOSE OTHER THAN FOR THE PURPOSE OF REVIEW ONLY.

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## GENERAL NOTES

1. THE PROPERTY IS LOCATED IN THE TOWNSHIP OF DIAZ, FLORIDA. THE PROPERTY IS LOCATED IN THE TOWNSHIP OF DIAZ, FLORIDA. THE PROPERTY IS LOCATED IN THE TOWNSHIP OF DIAZ, FLORIDA.

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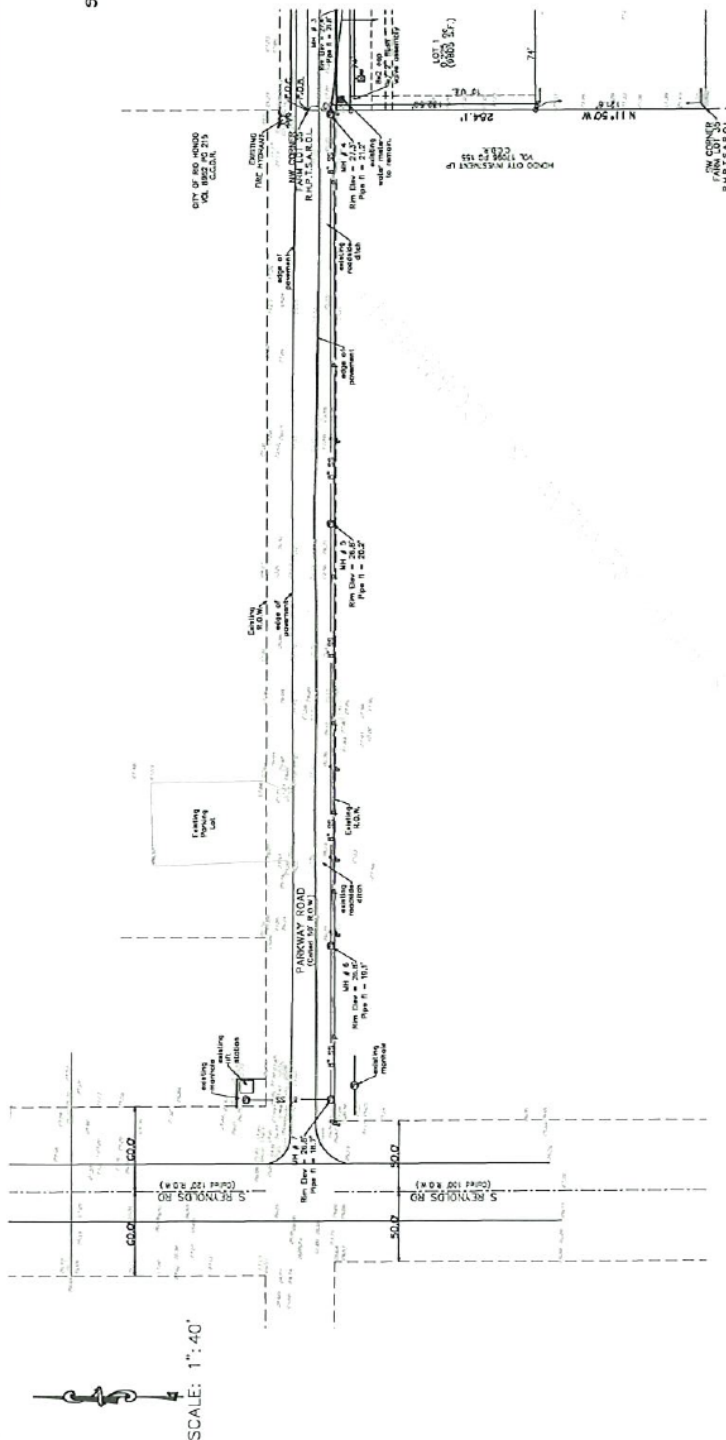
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SCALE: 1" = 2000'

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DDG FOR REVIEW ONLY

# PRELIMINARY PLAT OF PARKWAY ESTATES SUBDIVISION

THIS PLAT IS A PRELIMINARY PLAT FOR THE PURPOSE OF REVIEW ONLY. IT IS NOT TO BE USED FOR ANY OTHER PURPOSE. THE FINAL PLAT WILL BE SUBMITTED TO THE REGISTRAR OF LANDS FOR RECORDATION.

## SURVEYOR'S CERTIFICATE:

I, the undersigned, being a duly qualified and licensed Surveyor in the Province of Ontario, do hereby certify that this Preliminary Plat was prepared by me or under my direct supervision and that it is a true and correct representation of the survey and the land described therein.

Dated this 10th day of October, 2025.

Surveyor's Name: [Signature]

Surveyor's License No.: [Number]

## GENERAL NOTES:

- 1) THE PROPERTY IS LOCATED IN THE TOWN OF [Name], COUNTY OF [Name], PROVINCE OF ONTARIO. THE PROPERTY IS BOUND BY THE [Name] ROAD TO THE NORTH, THE [Name] ROAD TO THE SOUTH, THE [Name] ROAD TO THE EAST, AND THE [Name] ROAD TO THE WEST.
- 2) THE ROAD EASEMENT IS 20' WIDE.
- 3) THE EASEMENT FOR THE SUBDIVISION MAP IS BASED ON THE RECORDS OF THE [Name] ROAD AND THE [Name] ROAD.
- 4) THE ROAD EASEMENT IS 20' WIDE.
- 5) THE ROAD EASEMENT IS 20' WIDE.
- 6) THE ROAD EASEMENT IS 20' WIDE.
- 7) THE ROAD EASEMENT IS 20' WIDE.

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100	Lot 100



Item #10

**ORDINANCE NUMBER 2025-07**

**AN ORDINANCE PROVIDING FOR ACCEPTANCE OF PETITION FOR ANNEXATION TO THE CITY OF RIO HONDO, CAMERON COUNTY, TEXAS OF 4.0 ACRES OF BLOCK 35 OF RIO HONDO PARK AND 1.0 ACRE OF BLOCK 35 OF RIO HONDO PARK SUBDIVISION, CAMERON COUNTY, TEXAS AND AS DESCRIBED BY THE ATTACHED PLAT IN EXHIBIT A, AND PROVIDING FOR RECEIVING SAID PROPERTY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES.**

**WHEREAS** Miguel Nicholas Alaniz, the owner of the property described in Section 2 of this Ordinance, desires to have said property annexed to the City of Rio Hondo, Cameron County, Texas; and

**WHEREAS**, Miguel Nicholas Alaniz, have petitioned the City for such annexation pursuant to Section 43.028 of the Texas Local Government Code; and

**WHEREAS**, such petition has been considered by the City Commission and the City Commission has found that the property to be annexed is one-half mile or less in width; contiguous to the City of Rio Hondo; and on which fewer than three qualified voters reside; and

**WHEREAS**, the City Commission has decided that such annexation would be in the best interest of the public and the City of Rio Hondo, and that such petition should be granted.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION FOR THE CITY OF RIO HONDO, TEXAS:**

**SECTION 1.** That the City Commission does hereby grant the petition for annexation.

**SECTION 2.** That the City Commission does hereby receive and annex as part of the City of Rio Hondo, Cameron County, Texas, the following described property: 4.0 Acres of Block 35 of Rio Hondo Park Subdivision and 1.0 Acre of Block 35 of Rio Hondo Park Subdivision, Cameron County, Texas and as described by Plat in Exhibit A.

**SECTION 3.** That if any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect any valid provisions of this or any other Ordinance of the City of Rio Hondo.

**SECTION 4.** That a Service Plan (Exhibit B) for proposed areas to be annexed which was submitted along with **Ordinance Number 287** be included with the passage of **Ordinance Number 2025-07**.

**SECTION 5.** That all ordinances or parts of ordinances in conflict herewith are hereby repealed and this Ordinance shall be in full force and effect from and after its passage.

PASSAGE, APPROVED, AND ADOPTED this 18<sup>th</sup> day of December 2025.

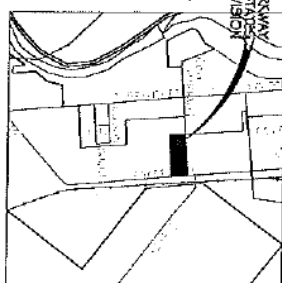
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Gustavo Olivares, Mayor

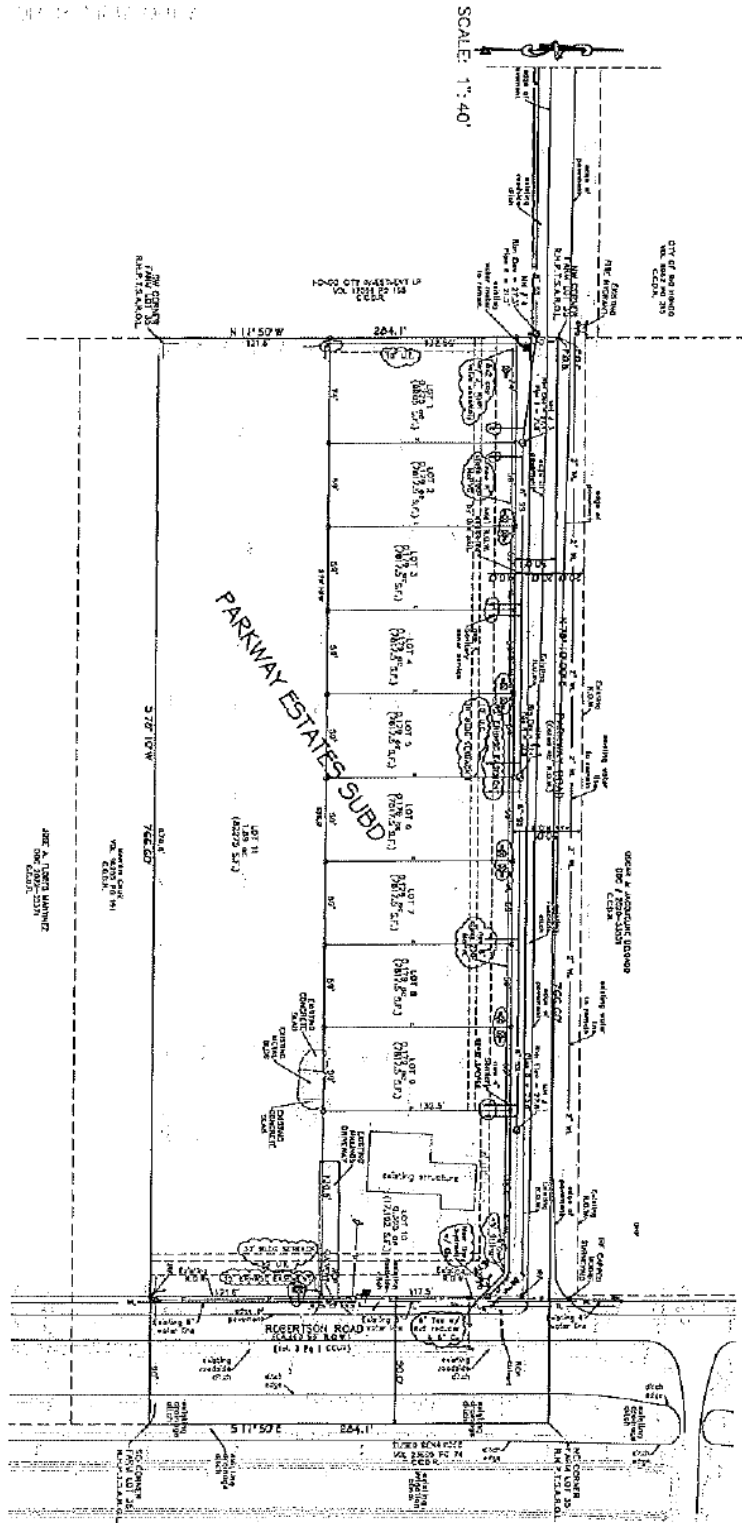
ATTEST:

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Ben Medina, City  
Administrator



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PRELIMINARY PLAT  
OF  
PARKWAY ESTATES  
SUBDIVISION

THIS PLAT IS BEING RELEASED FOR THE PURPOSE OF REVIEW ONLY. IT IS NOT TO BE USED FOR CONSTRUCTION. ANY CHANGES TO THIS PLAT MUST BE APPROVED BY THE ENGINEER OF RECORD.

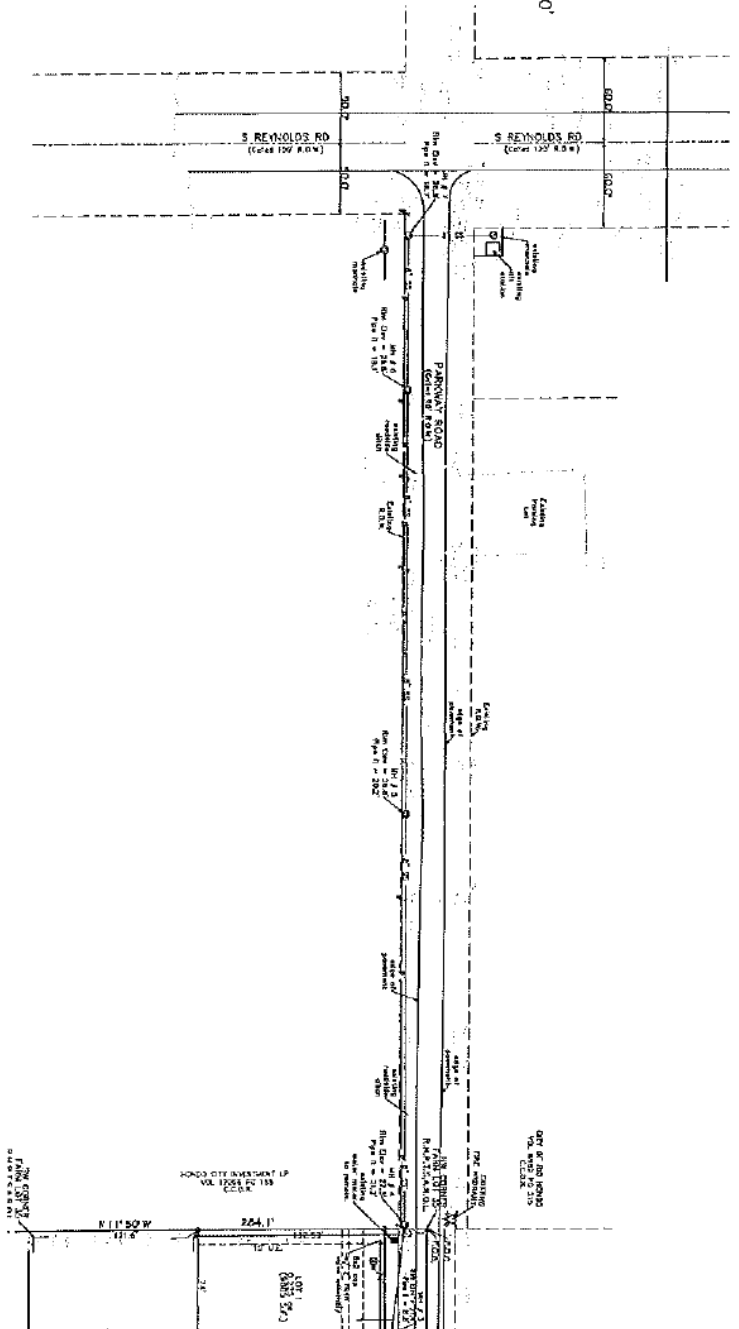
NOTES

1. THE PROPERTY IS LOCATED IN THE CITY OF TOLSON, MISSOURI, AND IS SUBJECT TO THE CITY'S ZONING ORDINANCES. THE PROPERTY IS ZONED R-1 (RESIDENTIAL SINGLE-FAMILY). THE CITY ENGINEER HAS REVIEWED THIS PLAT AND HAS DETERMINED THAT IT COMPLIES WITH THE CITY'S ZONING ORDINANCES.
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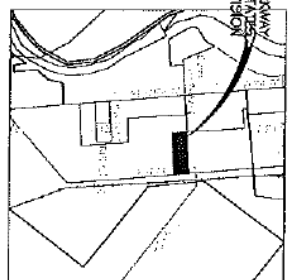
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[Symbol]	Lot Line
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[Symbol]	Electric Line
[Symbol]	Telephone Line
[Symbol]	Other Utility Line
[Symbol]	Other Feature



SCALE: 1"=40'



SCALE: 1"=2000'



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# PRELIMINARY PLAT OF PARKWAY ESTATES SUBDIVISION

BEING A PART OF THE PLAT OF THE CITY OF DENVER, COLORADO, AND BEING A PART OF THE PLAT OF THE CITY OF DENVER, COLORADO, AND BEING A PART OF THE PLAT OF THE CITY OF DENVER, COLORADO.

## GENERAL NOTES

1. THE PROPERTY IS LOCATED IN BLOCK 1000, PART OF THE CITY OF DENVER, COLORADO, AND BEING A PART OF THE PLAT OF THE CITY OF DENVER, COLORADO, AND BEING A PART OF THE PLAT OF THE CITY OF DENVER, COLORADO.

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NO.	DATE	REVISION
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2	10/20/25	REVISED PER COMMENTS
3	10/20/25	REVISED PER COMMENTS
4	10/20/25	REVISED PER COMMENTS
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7	10/20/25	REVISED PER COMMENTS
8	10/20/25	REVISED PER COMMENTS
9	10/20/25	REVISED PER COMMENTS
10	10/20/25	REVISED PER COMMENTS



**SERVICE PLAN FOR PROPOSED AREAS TO BE ANNEXED  
PARKWAY SUBDIVISION  
EXHIBIT B**

**A) SERVICE TO BE PROVIDED WITHIN SIXTY (60) DAYS OF ANNEXATION,  
UNLESS OTHERWISE PROVIDED.**

- 1. POLICE PROTECTION:** Patrolling, radio response to calls and other routine police services using present personnel and equipment will be provided on the effective date of annexation. Necessary personnel will be added as population warrants.
- 2. FIRE PROTECTION:** Fire Protection by the City's Fire Department is currently being provided under the Rural Fire Protection Contract and on the effective date of annexation, the protection will be provided as the regular fire protection of the City of Rio Hondo, Texas. Services of the Fire Marshal for fire prevention will be available upon annexation.
- 3. EMERGENCY MEDICAL SERVICES:** Emergency Medical Services will be provided by the Harlingen Community Emergency Care Foundation, Inc. for ambulance services as provided under the present contract or by which service provider the City of Rio Hondo has arrangements with.
- 4. CODE ENFORCEMENT:** Code Enforcement services, including the application and enforcement of zoning, Building Code, Electrical Code, Plumbing Code, Mechanical Code, and other Municipal Code requirements adopted by the City of Rio Hondo shall be made available immediately upon annexation.
- 5. PARKS AND RECREATION:** Residents of the area will be entitled to *use all* City of Rio Hondo parks, playgrounds, recreational and library facilities upon annexation.
- 6. SOLID WASTE COLLECTION:** Pick up of garbage and trash through existing City of Rio Hondo services contract will be made available on the effective date of annexation.
- 7. POTABLE WATER:** Water for domestic and commercial uses will be available at City rates from any existing City lines on the effective date of annexation and, thereafter, from any new lines as extended to the area by the City and/or developers as land is developed in accordance with City Ordinances and policies. Maintenance of any public water lines will be taken over by the City after being in use one year after date of annexation, in accordance with City Ordinances and Policies.
- 8. WASTEWATER:** Wastewater service is now being provided for a portion of that area to be annexed. The remainder of the area to be annexed shall be provided with wastewater service within the required timetable at City rates.

**SERVICE PLAN FOR PROPOSED AREA  
TO BE ANNEXED  
PARKWAY SUBDIVISION**

**PAGE 2 OF 2**

**9. STREET AND ROAD MAINTENANCE:** The only street or road way is FM 106 (East Colorado Avenue) is a State Farm to Market Road, a very recently reconstructed road into a four-lane highway, with curb and gutter and sidewalks. Future maintenance of this roadway will be done by the Texas Department of Transportation. Traffic signs, street markings and other traffic control devices will be installed as needed as established by appropriate study and requirements of the Texas Department of Transportation.

**10. STREET LIGHTING:** Street lighting will be installed as provided by City Policies and Regulations.

**11. MAINTENANCE OF PUBLIC FACILITIES:** The existing public facilities in the area consist of water lines and some wastewater lines will be maintained by the City of Rio Hondo. Maintenance of public facilities will be provided in accordance with City Ordinances and policies.

**B] Capital Improvements** to be initiated within the two (2) years of the effective date of the annexation in order to provide municipal services, adequate to serve the particular area and to be substantially completed within four and one half (4V2) years of the effective date of the annexation.

Item #11

ORDINANCE 2025-08

An Ordinance of the City Commission of the City of Rio Hondo, Cameron County, Texas, that amends Ordinance 2024-04 to provide an annual entry fee for business and annual fee and annual individual entry fee, and providing for repeal of conflicting Ordinances.

WHEREAS, THE City Commission of the City of Rio Hondo set the fees for using Spotted Sea Trout Park for Entry business annual fee and individual entry fee.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF RIO HONDO, TEXAS:

- (1.) The User fees for Spotted Sea Trout are as follows.
  - A. Entrance fee for use of the park shall be Five (5) dollars.
  - B. Business Annual Entry Fee shall be One Hundred and Fifty Dollars, (\$150.00)**
  - C. Individual Annual Entry Fee shall be Seventy-Five Dollars (\$75.00)**
- (2.) A user fee for the pavilion shall be \$250 per event for 6 hours.
  - A. A deposit of \$100.00 to be refunded upon clean-up and removal of trash.
  - B. Non-profit organizations will be exempt from rental fees
- (3.) A user fee for the exclusive use of the Recreational Vehicle space at the Spotted Sea Trout Park shall be:
  - A. Thirty (\$30) dollars per day or Two hundred dollars per week for a maximum of two weeks.
  - B. Deposit of \$50.00 to be refunded upon clean up and removal of trash.

City Commissioners and Fire Volunteers will receive an annual pass during their term.

PASSAGE, APPROVED and ADOPTED by the City Commission of the City of Rio Hondo, Texas, on the 18<sup>th</sup> of December 2025.

---

Gustavo Olivares, Mayor

Attest:

---

Ben Medina, City Administrator

Item #12

## ORDINANCE NUMBER 2025-09

THIS ORDINANCE OF THE CITY COMMISSION OF THE CITY OF RIO HONDO, TEXAS HEREBY REPEALS ORDINANCE NUMBER 356, 361, 363, 407 AND ALL PREVIOUS ORDINANCES RELATING TO WATER AND SEWER SERVICES; SETTING AND CHANGING CONSUMPTION AMOUNTS OF WATER AS RELATED TO MINIMUM FEES; AND SETTING OF FEES AS RELATED TO WATER AND SEWER SERVICES; DEFINING THE BILLING PROCEDURES AND THE POLICY TO BE AS FOLLOWED IN CASE OF NONPAYMENT FOR WATER AND SEWER SERVICES AND AFTER HOURS RECONNECTION FEES; PROVIDING A SAVING CLAUSE: AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

NOW, THEREFORE BE IT ORDAINED BY THE COMMISSION FOR THE CITY OF RIO HONDO, TEXAS:

### ARTICLE I. Monthly Rates for Water Services.

#### SECTION 1. Rates for Water Services within the City Limits

The following rates and minimum consumption amounts are hereby effective for water service within the City Limits of the City of Rio Hondo, Whenever one meter serves more than one customer, a minimum fee shall be charged for each active service.

(a) RESIDENTIAL RATE:

Minimum bill for up to 3,000 gallons	\$29.00 U.S. Dollars
and for all gallons over 3,000 gallons or portion thereof.	\$3.75 / 1,000 gallons

(b) SPRINKLER SYSTEM:

Minimum bill for up to 3,000 gallons	\$29.00
and for all gallons over 3,000 gallons or a portion thereof.	\$3.75/1,000

(c) COMMERCIAL RATE:

Rate to be charged for Commercial Facilities (nonresidential).

Minimum bill for up to 3,000 gallons	\$37.00
and for all gallons over 3,000 gallons or portion thereof.	\$ 3.75 / 1,000

(d) MULTI-HOUSING RATE:

Minimum Rate to be charged for each active service in a Multi-Unit Facility such as Apartments and Housing Facilities:

Minimum bill for up to 3,000 gallons Occupied Unit	\$30.00
and for all gallons over 3,000 gallons or a portion thereof over the total minimum amounts	\$ 3.75/1,000 gallons

(e) RECREATIONAL VEHICLES AND MOBILE HOMES PARK, IN CITY RATE:

A rate of \$30.00 shall be charged per space in Recreational Vehicles and Mobile Homes Parks

whether a space is occupied or not, 1,000 gallons of water will be allowed per space. A \$3.75 fee

shall be charged for a thousand (1,000) gallons or a portion of a thousand (1,000) gallons of water.

SECTION 2. Rates for Water Services outside the City Limits:

The following rates and minimum consumption amounts are hereby effective for water service outside the City Limits of the City of Rio Hondo when the City Commission approves such services.

(a) RESIDENTIAL RATE:

Minimum bill for up to 3,000 gallons	\$31.00
and for all gallons over 3,000 gallons	\$3.75/1,000 gallons or a portion

(b) COMMERCIAL RATE:

Minimum bill for up to 3,000 gallons	\$33.00
and for all gallons over 3,000 gallons	\$4.35/1,000 gallons or a portion

(c) MULTI-HOUSING RATE: Rate to be charged for each active service in multi-unit facilities such as Apartments and Housing Facilities:

Minimum bill for up to 3,000 gallons	\$30.00
and for all gallons over 3,000 gallons	\$3.75/1,000 gallons or a portion

(c1) RECREATIONAL VEHICLES AND MOBILE HOMES PARK OUT OF CITY RATE: A

rate of Thirty dollars (\$30.00) shall be charged per space in Recreational Vehicles and Mobile Homes Parks whether a space is occupied or not. One Thousand Gallons (1,000 Gallons) of water will be allowed per space. An three dollars and seventy five cents (\$3.75) fee shall be charged per one thousand (1,000) gallons or a portion of a thousand (1,000) gallons of water,

ARTICLE II: Other Rates and Charges for Water Services.

SECTION I. Installation of New Service: Whenever new water service is provided to a customer, the customer will be required to pay in advance the purchase cost of the new meter

that is installed plus a water tap permit fee of \$600.00 for a Three Quarter Inch meter (3/4"); \$700.00 for a One Inch meter (1"); \$850.00 for a One and a Half Inch (1 1/2") and \$1,000.00 for

a 2 Inch meter (2"); which are nonrefundable. The water tap permit fee and the meter cost shall

be paid to the city to receive service.

SECTION 2. A Deposit and Set Up Service Charge will be required for each new water customer, that includes sewer service, as follows:

(a) Deposit Residential	\$200.00
(b) Deposit Commercial	\$200.00
(c) Set Up Service Charge	\$ 30.00

(c) Multi-Housing Facilities, Recreational Vehicles and Mobile Homes Parks, the Deposit shall be \$200.00 for each service in the facility. The deposit will be refunded or applied toward the final bill only upon permanent termination of services to the customer.

SECTION 3. Replacement of Water Meter: It is the responsibility of the Water Department to insure that each water meter is functioning properly. The Water Department will replace any meter that is unreadable, inaccurate, or otherwise not functioning properly. If a customer requests a replacement for a meter and in the opinion of the Water Department Superintendent, the meter is functioning properly the customer will be required to pay a User Fee for the cost of the replacement.

SECTION 4. Penalty for late payment: When payment for water services is not received on or before the 10<sup>th</sup> day of every month, a penalty charge of 10 percent (10%) of the total bill, including sewer, garbage and other charges, shall be levied.

SECTION 5. Reconnect Fee. Whenever a customer's service is temporarily terminated, either by customer request or due to nonpayment of water service, the customer will be charged a fee of \$25.00 for re-connection.

SECTION 6. Water services outside the City Limits. Water service outside the City Limits can only be furnished upon approval of the City Commission. In those cases when the City Commission approves extending water lines beyond the City Limits, the user will be obligated for all costs of installation, including materials and labor,

SECTION 7. Service Charge: There shall be a Set Up Service Charge of \$30.00 for activation of an account, not to include activation of an account closed for non-payment, which has a reconnect fee.

#### ARTICLE III. Sewer Service Rates:

SECTION 1. Monthly Rates for sewer service within the City Limits: The following rates are hereby effective for sewer service within the City Limits of the City of Rio Hondo. Whenever one meter serves more than one customer, a minimum fee shall be charged for each active service.

- (a) Residential: \$21.54 for first 2,000 gallons
- (b) For all gallons over 2,000 gallons or a portion thereof.      \$3.75/1,000 gallons

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WATER & SEWER RATES  
PAGE 4 OF 6

- ( ) Commercial: \$32.00 for first 2,000 gallons  
For all gallons over 2,000 gallons or a portion thereof \$3.75/1,000 gallons

- (a) Multi-Housing: A minimum fee of \$22.00 for first 2,000 gallons.  
For each active service in the facility and for all gallons over the 2,000 gallons or a portion thereof, at \$3.75/1,000 gallons after the total of the minimum gallons for services in apartments and housing facilities.

Recreational Vehicles and Mobile Homes Park: A minimum fee of \$16.00 for first 2,000 gallons.

- ( ) For each active service in the facility and for all gallons over the 2,000 gallons or a portion thereof, at \$3.75/1,000 gallons after the total of the minimum gallons for services in apartments and housing facilities.

SECTION 2. Monthly rates for sewer service outside the City Limits: The following rates are hereby effective for each sewer service outside the City Limits for the City of Rio Hondo.

- (a) Residential .....\$32.80 for first 2,000 gallons  
For all gallons over 2,000 gallons or a portion thereof. \$3.75/1,000 gallons

- (b) Commercial .....\$56.00 for first 2,000 gallons  
For all gallons over 2,000 gallons or a portion thereof \$3.75/1,000 gallons

- (0) Multi-Housing: A minimum fee of \$37.08 for first 2,000 gallons  
For each active service in the facility and for all gallons over the 2,000 gallons or a portion thereof at \$4.95/1,000 gallons after the total of the minimum gallons for all services in apartments and housing facilities.

- (c) Recreational Vehicles and Mobile Home Park: A minimum fee of \$37.08 for first 2,000 gallons

For each active service in the facility and for all gallons over the 2,000 gallons or a portion thereof at \$4.95/1,000 gallons after the total of the minimum gallons for all services in apartments and housing facilities.

SECTION 3. Sewer Deposit. The following amounts are for deposit for sewer only service.

- (a) Residential \$ 200.00  
(b) Commercial \$ 200.00

- (c) Multi-Housing Facilities, Recreational Vehicles and Mobile Home Parks, the Deposit shall be \$200.00 for each service in the facility. The deposit will be refunded or applied toward the final bill only upon permanent termination of services to the customer.  
Refundable only after final bill has been paid.

ARTICLE IV. Other charges and Billing Procedures for Sewer Service:

Whenever new service is provided to a customer, the customer will be required to pay in advance a sewer tap permit fee of \$566.50 for a 4" tap, a fee of \$721.00 for a 6" tap and \$880 for an 8" tap, which are not refundable. The water tap permit fee and the meter cost shall be paid to the City to receive service.

SECTION 1. New Sewer Service outside the City Limits: Sewer service outside the City can

only be furnished upon approval by the City Commission. In those cases where the City Commission approves extending sewer lines beyond the City Limits, the user will be obligated for all costs of installation, including materials and labor.

SECTION 2. Rates for Combined Customers,

Whenever one water meter services both a commercial unit and a residential, both of which have sewer service, the rate for the account will be charged according to the Commercial Rate.

Whenever, a single commercial enterprise is serviced by more than one meter, the sewer rate will be figured according to the total water usage by all meters.

School and Churches will be charged for sewer services according to Commercial Rate, Single-

Family rental homes will be charged for sewer service according to Residential Rate.

Duplexes, Apartments and Multiple Housing Facilities, shall be charged for sewer service according to the Multi housing Rate.

SECTION 3. Special Waterworks Funds: Ten Per Cent (10%) of the total water and sewer billing each month will be placed in a Special Waterworks Fund Accounts to serve as a contingency fund for maintenance and repairs to the water system and sewer system.

ARTICLE V: Billing Procedures and Policy in Case of Nonpayment.

SECTION 1. Billing Procedures for Water Service.

Each month one bill will be sent out for each active water meter, If one meter services more than one residence or business, a minimum water and sewer fee will be charged for each service (unit) served by the one meter.

Schools and Churches will be charged for water service according to the Commercial rate. Duplexes

Multiple Housing Facilities, will be charged for water according to the Multi-Housing rate.

All water meters will be read on or closed to the twentieth (20<sup>th</sup>) day of each month. Bills will be mailed on or about the first (1<sup>st</sup>) day of each month.

SECTION 2. Policy in case of nonpayment: A penalty charge of 10 percent (10%) of total water, sewer and garbage bill will be added to all accounts not paid on or before the tenth day (10<sup>th</sup>) of every month. If the 10<sup>th</sup> falls on a Saturday, Sunday or holiday, payment will be due on the following business day.

All bills not paid on or before the nineteenth (19<sup>th</sup>) calendar day after the bills are mailed will be considered delinquent. A notice will then be mailed or posted on or near the front entrance of a building served by each delinquent account. The notice will inform the customer of a deadline of the 26<sup>th</sup> by which the account must be paid to prevent termination of water service.

A list of delinquent accounts will then be compiled and reviewed by the City Secretary.

ORDINANCE NUMBER 2025-09  
WATER & SEWER RATES'  
PAGE 6 OF 6

Water service will be terminated to all accounts with a past due balance exceeding \$20.00 by the notified deadline and an additional reconnect fee of \$25.00 will be charged to each account for which service had been terminated. In no case, will service be terminated before twenty (20) calendar days have expired from the date the bills are mailed, If shut-off date falls on a Friday, Saturday, Sunday, or a Holiday observed by the City, service termination will be deferred until the following day. No extensions will be granted.

**Reconnection fees for after Five (5:00 pm) will be Seventy-five dollars (\$75.00).**

ARTICLE VI. Sewer Connection:

Any and all customers for water service, chaff connect to the City's sewer system when the residence is within 500 Feet of a sewer main, man hole or a lift station.

ARTICLE VII. Saving Clause and Effective Date.

SECTION 1. Water and Sewer System Revenue Bonds; All other terms, conditions, and rates as heretofore exist in accordance with the City of Rio Hondo, Texas Combination Tax and Revenue Certificates of Obligation Series 1992 shall remain in full force and effect. The only changes will be those herein set forth.

SECTION 2. Saving Clause: If any provision, section, exception, subsection, paragraph, sentence, clause or phrase of Ordinance Number 2025-09 or application of the same to any person or set of circumstances shall be held unconstitutional, void or invalid, such invalidity shall not affect the validity of the remaining provisions of this ordinance or their application to other person or set of circumstance of the City of Rio Hondo, Texas, is declared severed. Any and all previous ordinances are hereby repealed and void.

SECTION 3. Effective Date: This shall become effective from and after its adoption and publication of the Ordinance Caption.

PASSED, APPROVED AND ADOPTED THIS 18th DAY OF DECEMBER 2025 BY  
THE CITY COMMISSION FOR THE CITY OF RIO IHONDO, TEXAS.

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Gustavo Olivares  
City of Rio Hondo

ATTEST:

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Ben Medina, Jr., City Ad

Item #13

**CITY OF RIO HONDO**  
**SUBDIVISION REVIEW PACKET**

# CITY OF RIO HONDO SUBDIVISION REVIEW

## STEP-BY-STEP

	<u>DEVELOPER</u>	<u>CITY</u>
STEP 1	DEVELOPER SUBMITS "UTILITY INFORMATION REQUEST FORM" AND PAYS RESEARCH FEES	
STEP 2		CITY PROVIDES RESPONSE
STEP 3	DEVELOPER SUBMITS APPLICATION(S) FOR WATER AND/OR SEWER SERVICE WITH PRELIMINARY PLAN LAYOUT FOR WATER AND SEWER UTILITIES	
STEP 4		CITY REVIEWS APPLICATION, AND DETERMINES IF SUBDIVISION QUALIFIES FOR A FEASIBILITY STUDY
STEP 5**	DEVELOPER PAYS FOR FEASIBILITY STUDY	
STEP 6**		CITY PERFORMS FEASIBILITY STUDY
STEP 7	DEVELOPER REQUESTS PRE-DESIGN MEETING WITH CITY	
STEP 8		CITY HOLDS PREDESING MEETING
STEP 9	DEVELOPER PAYS PLAN REVIEW FEES; AND SUBMITS PLAN DRAWINGS, PLAT, AND CONSTRUCTION COST ESTIMATE FOR REVIEW	
STEP 10		CITY REVIEWS DOCUMENTS AND PROVIDES COMMENTS AND AGREEMENT WITH FINAL SUBDIVISION FEES FOR EXECUTION
STEP 11	DEVELOPER RESUBMITS PLAN DRAWINGS AND EXECUTED AGREEMENT FOR COMMISSION APPROVAL	
STEP 12		CITY COMMISSION APPROVES SUBDIVISION
STEP 13	DEVELOPER PAYS ALL SUBDIVISION FEES	
STEP 14		CITY HOLDS PRE-CONSTRUCTION MEETING
STEP 15	DEVELOPER COMMENCES CONSTRUCTION	

STEP 16		CITY CONDUCTS PERIODIC INSPECTION AND TESTING
STEP 17	CONTRACTOR REQUESTS FINAL WALKTHROUGH	
STEP 18		CITY CONFIRMS COMPLETION
STEP 19	DEVELOPER SUBMITS ALL DOCUMENTATION	
STEP 20		CITY SIGNS PLAT AND PROVIDE WATER AND WASTEWATER COMMITMENT LETTERS

**\*\* If a feasibility study is not required, skip to STEP 7.**

## UTILITY INFORMATION REQUEST FORM

Please deliver your request to the City of Rio Hondo Administrator's Office at 121 N. Arroyo Blvd., Rio Hondo, Texas 78583 or bmedina@riohondo.us

Submit research fee payment in a check/money order to the following address: CITY , PO Box 389 Rio Hondo Texas 78583 or you can come in person to our main office: CITY 121 N. Arroyo Blvd., Rio Hondo, Texas 78583.

You are only required to provide contact information sufficient for CITY to contact you for clarification questions and to provide a response to your request.

Date: \_\_\_\_\_

Requestors Name: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Contact Street Address:

\_\_\_\_\_

City, State, and Zip Code:

\_\_\_\_\_

Utility Information Request is for:

☐ Water, \$100.00 Research Fee

☐ Sewer, \$100.00 Research Fee

In accordance with CITY policies and procedures, a Fee Payment of \$100.00 dollars is required for Water utility research and \$100.00 dollars for Sewer utility research to be included with Utility Research Request Form. Please describe the public information you are requesting. CITY shall provide research response within 30 business days. If clarification is needed, you will be contacted at the email or phone number you provide. Information responsive to your request will be transmitted via email as a first option. If requesting hard copies, a charge of \$0.10 per page will apply. If information is requested to be mailed, postage charges will apply. All reproduction and postage charges must be paid before information is mailed.

City of Rio Hondo

Subdivision Procedures – Form A

Updated: June 2025

[illegible]

City of Rio Hondo  
Subdivision Procedures – Form A  
Updated: June 2025

# **PROCEDURE PACKET FOR SUBDIVISION REVIEW & APPROVAL**

## **I. UTILITY INFORMATION REQUEST FORM**

The Developer must fill out and submit a "Utility Information Request Form" and pay applicable research fees before CITY can perform utility research. CITY shall perform research and provide a response within 30 Business Days of submission. CITY shall return research findings to Developer and include additional information as part of developers packet with response. The Developer Packet will include; utility findings; subdivision procedures, templates, and subdivision fee breakdown.

## **II. EASEMENTS**

CITY requires all proposed water and sewer utilities be placed within exclusive dedicated easements. Easements may be dedicated by plat, or if off-site utilities are proposed they shall be acquired by separate instrument and recorded. All easements shall be dedicated to CITY prior to any development or subdivision approval. These easements are necessary to ensure long-term access to infrastructure and continued provision of services.

## **III. APPLICATION FOR WATER AND/OR SEWER SERVICE**

The Developer has reviewed existing utility information. The Developer shall submit a Service Application for Water and/or Sewer to CITY. Developer shall include Preliminary Subdivision Layout with Application. CITY shall review application to determine capacity availability within 45 Business Days of Submission unless a feasibility study is required. CITY may request completion of Feasibility Study to determine capacity availability at the expense of the Developer.

## **IV. FEASIBILITY STUDY**

A Feasibility Study is required by any person requesting large volume service which includes residential subdivisions with a cumulative lot count of 20 Lots or more, this includes subdivisions completed in phases; service to commercial or industrial facility; and a multiple connection service such as apartments, manufactured housing parks, or multi-unit residential structures such as duplexes. A request for a Feasibility Study shall be submitted in writing by persons requesting service to CITY to prepare the Feasibility Study. The purpose of the Feasibility Study is to determine if there is sufficient capacity in the CITY system to serve the proposed development, or if need exists for facility expansions.

Any Persons requesting a Feasibility Study must pay a non- refundable fee in accordance with a current subdivision fee schedule. The feasibility fee is in the subdivision fee schedule minimum fees required based Living Unit Equivalents. The feasibility fee required may increase for larger developments that may require an increase level of effort.

#### **V. PRE-DESIGN MEETING**

The Developer shall coordinate with CITY to hold a Pre-Design Meeting. CITY and the Developer shall meet, either in person at CITY office or via teleconference, to review the proposed development. CITY shall review the expected development procedure, applicable developer fees, and design requirements.

#### **VI. PLAN AND PLAT REVIEW**

The developer shall submit preliminary Plans and Plats with applicable review fees to CITY . CITY shall review Plans and Plats within 45 Business Days and return to Developer with comments.

The Developer shall resubmit final Plans and Plats with Construction Cost Estimate signed and sealed by the Developers Engineer for final review. CITY shall prepare utility inspection, testing, and flushing fees from Construction Cost Estimate.

#### **VII. EXECUTION OF DEVELOPER AGREEMENT**

The Developer shall execute a Developer Agreement which establishes all requirements including summary of all Subdivision Development Fees.

#### **VIII. COMMISSION APPROVAL**

Once the Developer has signed agreement, the Subdivision shall be presented to the Commission for approval. Once approved by the Commission, CITY shall execute the agreement.

#### **IX. CONSTRUCTION**

Prior to approval of commence construction, the developer shall pay all Development, Inspection, Testing, and Flushing fees per Agreement.

The Developer shall coordinate with CITY to schedule a Pre-Construction Meeting. CITY shall issue authorization to commence construction.

CITY or its representative shall inspect all aspects of Utility construction for compliance with plans and CITY design criteria.

#### **X. CONSTRUCTION COMPLETION**

Upon completion of construction, the Developer shall submit the following documents to CITY:

- Conveyance Letter
- Affidavit of all bills paid for Utilities
- Release of Lien
- Engineers Letter certifying construction of utilities were completed in accordance with plans and specs
- Signed and sealed As-Built Record Drawings   ○ 1-Hard Copy [24x36]
- 1-Digital Shape File (AutoCAD) in state plane

#### **XI. PROJECT COMPLETION**

Developer shall pay all remaining fees. Upon final payment CITY shall sign Plat and issue the following:

- Signature of Plat
- Service Letter
- Acceptance Letter

Work Order Number: \_\_\_\_\_  
Account Number: \_\_\_\_\_  
Service Inspection Date: \_\_\_\_\_  
Receipt No: \_\_\_\_\_

## WATER SERVICE APPLICATION FOR SUBDIVISION

### APPLICANT INFORMATION

Date:

Name of Proposed Subdivision:

Applicant's Name:

Telephone Number (mobile):

E-mail Address:

Developer's Name:

Telephone Number (office):

Address:

E-mail Address:

Design Engineer's Name:

Designer Engineer's Email:

Proposed Subdivision is within:

☐ Cameron County

Proposed subdivision is within City or City ETJ:

Development is for:

☐ Residential

☐ Commercial

How many lots are being proposed:

How many blocks are being proposed:

Water Service connection Size being Proposed for the Development (inches):

Water Capacity being Requested in Gallons Per Day or Gallons Per Minute.

If Residential use 300 Gallons per Lot per Day:

If Commercial Use Table A - 30TAC 290.45:

Water Line Size being requested (inches):

Physical Location of Subdivision:

**A PRELIMINARY SUBDIVISION LAYOUT MUST BE ATTACHED.  
SHOWING TOTAL LOTS AND THE NEAREST INTERSECTION WITH STREET NAMES**

Signature

Date

### THIS SECTION IF FOR CITY

Water Treatment Capacity Available:

Offsite Water Line Extensions Required:

Does the bore need to be done:

ANY ADDITIONAL NOTES:

Work Order Number: \_\_\_\_\_  
Account Number: \_\_\_\_\_  
Service Inspection Date: \_\_\_\_\_  
Receipt No: \_\_\_\_\_

## SEWER SERVICE APPLICATION FOR SUBDIVISION

### APPLICANT INFORMATION

Date:

Name of Proposed Subdivision:

Applicant's Name:

Telephone Number (mobile):

E-mail Address:

Developer's Name:

Telephone Number (office):

Address:

E-mail Address:

Design Engineer's Name:

Designer Engineer's Email:

Proposed Subdivision is within:

☐ Cameron County

Proposed subdivision is within City or City ETJ:

Development is for:

☐ Residential

☐ Commercial

How many lots are being proposed:

How many blocks are being proposed:

Physical Location of Subdivision:

**A PRELIMINARY SUBDIVISION LAYOUT MUST BE ATTACHED.  
SHOWING TOTAL LOTS AND THE NEAREST INTERSECTION WITH STREET NAMES**

Signature

Date

### THIS SECTION IF FOR CITY

Sewer Treatment Capacity Available:

Offsite Sewer Line Extensions Required:

Does the bore need to be done:

ANY ADDITIONAL NOTES:

# SAMPLE

## CITY OF RIO HONDO

### APPLICATION FOR SUBDIVISION

### APPLICANT/DEVELOPER AGREEMENT

This Applicant/Developer Agreement ("Agreement") is made and entered into as of \_\_\_\_\_ by and between City of Rio Hondo ("CITY "), a Texas nonprofit corporation, and \_\_\_\_\_ ("Applicant/Developer").

#### Recitals

Whereas, the Applicant/Developer has submitted an application for water and/or sewer service for a subdivision [Name] located at [Subdivision Location] ("Application");

Whereas, the purpose of this Agreement is to memorialize and hold all parties accountable for the information provided in the Application, including but not limited to prices, fees, and representations made therein;

Now, therefore, in consideration of the mutual covenants contained herein, the parties agree as follows:

#### 1. Accuracy of Information

- 1.1. The Applicant/Developer certifies that all information provided in the Application is true and accurate to the best of their knowledge.
- 1.2. Any false statements or misrepresentations in the Application may result in penalties, including but not limited to revocation of service approval and additional fees.

#### 2. Fees and Charges

- 2.1. The fees and charges specified in the Subdivision Fee Schedule summary, attached made part of this agreement, as reviewed and approved by CITY , are fixed for a period of one (1) year from the date of CITY Commission approval.
- 2.2. If the subdivision fees are not paid in total within one (1) year from the date of CITY Commission approval, the Applicant/Developer shall be subject to the fees and charges in effect at the time the development is completed.
- 2.3. The Subdivision Fees for [subdivision name] total \$\_\_\_\_\_ [amount in writing]

### **3. Completion of Subdivision**

- 3.1. The Applicant/Developer agrees to complete the subdivision within one (1) year from the date of CITY Commission approval of the Application
- 3.2. If the subdivision is not completed within the specified period, CITY reserves the right to impose new fees and charges applicable at the time of development completion.

### **4. Compliance with Regulations**

- 4.1. The Applicant/Developer shall comply with all applicable federal, state, and local laws, regulations, and ordinances relating to the subdivision and the provision of water and/or sewer services.
- 4.2. Any failure to comply with such laws, regulations, and ordinances may result in termination of this Agreement and additional penalties.

### **5. Incorporation of CITY By-Laws and Tariff & Rules & Regulations**

- 5.1. The CITY Water and Sewer Fees of City of Rio Hondo are hereby incorporated into this Agreement by reference and made a part hereof.
- 5.2. The Applicant/Developer agrees to abide by all provisions set forth in the city fees & Regulations, as they may be amended from time to time.

### **6. Feasibility Study**

6.1 Any person requesting Large Volume Service, service to Subdivisions or Districts, service to a commercial or industrial facility, service to more than two meters on a single tract of land, and/or a multiple connection service such as apartments, manufactured housing parks, or multi-unit residential structures such as duplexes, may be required to submit a Request for Feasibility Study. Upon receipt of such a request, CITY will prepare a Feasibility Study to determine if there is sufficient capacity in CITY 's System to serve the proposed number of dwelling units, or if there is a need to expand capacity in the production, treatment, and storage facilities, the General Purpose Transmission Facilities, or a combination of both, to accommodate the service request.

## **7. Indemnification**

7.1. The Applicant/Developer agrees to indemnify, defend, and hold harmless CITY , its officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, or expenses (including reasonable attorney's fees) arising out of or in any way connected with this agreement or the Applicant/Developer's performance hereunder, except to the extent such claims, liabilities, damages, losses, or expenses are caused by the gross negligence or willful misconduct of CITY .

## **8. Insurance**

8.1. The Applicant/Developer shall maintain, at its own expense, insurance coverage adequate to meet its obligations under this Agreement, including but not limited to general liability insurance and workers' compensation insurance, as required by law.

## **9. Dispute Resolution**

9.1. Any dispute arising out of or relating to this Agreement shall be resolved through good faith negotiations between the parties. If the dispute cannot be resolved through negotiations, it shall be submitted to mediation. If mediation is unsuccessful, the dispute shall be submitted to a competent court of law in Cameron County, Texas

## **10. Miscellaneous**

10.1. This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, whether written or oral.

10.2. This Agreement may be amended only by a written instrument signed by both parties.

10.3. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

10.4. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

**## SIGNATURE PAGE TO FOLLOW ##**

In Witness Whereof, the parties hereto have executed this Agreement as of the date first above written.

**City of Rio Hondo**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Applicant/Developer**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF RIO HONDO**  
**SUBDIVISION FEE SCHEDULE SUMMARY**  
 Subdivision Name \_\_\_\_\_

Date: \_\_\_\_\_

<b>1. <u>PLAN &amp; PLAT REVIEW FEES</u></b>	<b><u>Fee</u></b>	<b><u>Unit</u></b>	<b><u>No. of</u> <u>Equivalent Lots</u></b>	<b><u>Cost</u></b>
A. Water Review Fee	\$50.00	Per Lot	_____	\$ -
B. Sewer Review Fee	\$50.00	Per Lot	_____	\$ -
<b>2. <u>FEASIBILITY STUDY (if required)</u></b>				
C. Subdivisions Greater than 20 Lots				\$ -
D. 12" Loop Project Pro Rata (contribution to project fee)	\$2,347.62	Per Lot		\$ -
<b>3. <u>CONSTRUCTION FEES</u></b>				
E. Inspection fee Based on Utility Construction Estimate	\$ -			
F. Remaining x 5%	\$ -	Per	5%	\$ -
G. First \$50,000.00 x 10%	\$ -	Per	10%	\$ -
H. Second \$50,000.00 x 7.5%	\$ -	Per	7.5%	\$ -
<b>4. <u>FLUSHING FEE BASED ON WATER LINE LENGTH</u></b>				
I.	\$ 4.00	LF		
		per thousand gallons of water used for 5 flushes		\$ -
J.	\$25.00	for each bacteriological sample per 1,000 feet of pipe approx		\$ -
<b>5. <u>DEVELOPMENT FEES</u></b>				
K. Meter Setting	\$526.40	Per Lot	0	\$ -
L. Customer Service Inspection Fee (TCEQ requirement)	\$125.00	Per Lot	0	\$ -
M. Customer Sewer Connection Inspection	\$120.00	Per Lot	0	\$ -
N. Sewer Capital Improvement Fee per Lot (Lift Station Buy-In)	\$100.00	Per Lot	0	\$ -
per Lot (Treatment Buy-In)	\$150.00	Per Lot	0	\$ -
<b>TOTAL \$</b> _____				

**CITY OF RIO HONDO  
COMMERCIAL FEE SCHEDULE SUMMARY**

Subdivision Name

Date

			No. of		
<b>1. PLAN &amp; PLAT REVIEW FEES</b>	Fee	Unit			
Equivalent Lots	Cost	Per Lot	0	\$	-
A.) Water Review Fee	\$ 50.00	Per Lot	0	\$	-
B.) Sewer Review Fee					
<b>2. FEASIBILITY STUDY (if Required)</b>					
C.) All commercial developments (cost based on Living Unit Equivalents)		Feasibility		\$	-
D.) 12" Loop Project Pro Rata (contribution to project fee) (if required)	\$ 2,347.62	Per Lot		\$	-
<b>3. CONSTRUCTION FEES</b>					
Inspection Fee Based on Utility Construction Estimate	\$ -				
E.) First \$50,000.00 x 10% Per 10% \$	\$ -				
F.) Second \$50,000.00 x 7.5% Per 7.5% \$	\$ -				
G.) Remaining x 5%		Per	5%	\$	-
Flushing Fee Based on Water Line Length	-	Lf			
H.) \$4.00 per thousand gallons of water used for 5 flushes				\$	-
I.) \$25.00 for each bacteriological sample per 1,000 feet of pipe approx.				\$	-
<b>4. DEVELOPMENT FEES</b>					
J.) Meter Setting:					
3/4-inch	\$ 526.40	Per Lot		\$	-
1-inch	\$ 667.00	Per Lot		\$	-
2-inch	\$ 1,400.00	Per Lot		\$	-
3-inch	\$ 2,300.00	Per Lot		\$	-
4-inch	\$ 3,350.00	Per Lot		\$	-

6-inch	\$	5,400.00		Per Lot	\$	-
<b>K.) Customer Service Inspection Fee (TCEQ requirement)</b>						
	\$	125.00	Per Lot	0	\$	-
<b>L.) Customer Sewer Connection Inspection</b>	\$	120.00	Per Lot	0	\$	-
<b>M.) Sewer Capital Improvement Fee</b>						
per Lot (Lift Station Buy-in)	\$	100.00	Per Lot	0	\$	-
				<b>Total</b>	\$	-

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Item #16



September 26, 2025

B. Medina, City Administrator  
City of Rio Hondo  
PO Box 389  
Rio Hondo, TX 78583

Reference 2024-2025 Consumer Price Index (CPI)

Mr. Medina,

In accordance with the solid waste agreement between the City of Rio Hondo and Republic Services, we hereby submit our comparative statement justifying this notice effective October 1, 2025. Residential Pricing and commercial pricing will be adjusted as listed below.

**CPI Calculation**

Description	Water/Sewer/Trash
June 2023-May 2024	294.266
June 2024-May 2025	308.474
Index Change	14.208
Net %Change	4.83%
Effective Change @ 100%	4.83%
Effective Rate Increase	4.00%

CPI Cap 4.00%

**Residential Rates 2025-2026**

Item	Description	Rates
1	Residential Service once/week; Brush once/month	\$ 22.98
2	Extra Cart	\$ 7.19
3	Small Commercial with Cart	\$ 32.64

**Commercial Rates 2025-2026**

Container Size	1 x wk	2 x wk	3 x wk	4 x wk	5 x wk	
2 cubic yard	\$ 120.28	\$ 208.52	\$ 296.64	\$ 381.42	\$ 470.60	
3 cubic yard	\$ 131.57	\$ 227.49	\$ 323.43	\$ 417.06	\$ 512.97	
4 cubic yard	\$ 147.20	\$ 249.80	\$ 354.66	\$ 457.24	\$ 559.80	
6 cubic yard	\$ 218.57	\$ 397.00	\$ 577.66	\$ 756.08	\$ 936.75	
8 cubic yard	\$ 245.35	\$ 450.55	\$ 647.90	\$ 845.28	\$ 1,101.83	
30 cubic yard	Haul Rate	\$ 330.38	Tonnage Rate	\$ 45.78	Rental Rate	\$ 7.82

If you have any questions please contact me at 956-246-3299.

Rey Carrillo  
  
Manager, Municipal Sales  
Republic Services, RGV

Item #17

An election is hereby ordered to be held on 11 / 04 / 2025 for the purpose of voting on:  
(date)  
(Por la presente se ordena celebrar una elección el 11 / 04 / 2025 con el propósito de votar sobre.)  
(fecha)

[illegible]

The Main Early Voting Location (*sitio principal de votación adelantada*)

Hours (*horas*)

121 N. Arroyo Blvd	TBD by Election Dept
--------------------	----------------------

Branch Early Voting Locations (*sucursal sitios de votación adelantada*)Hours (*horas*)[illegible]

The Main Early Voting Location (*sitio principal de votación adelantada*)

Applications for ballot by mail shall be mailed to:  
(Las solicitudes para boletas que se votarán adelantada por correo deberán enviarse a:)

Remi Garza

Name of Early Voting Clerk  
(Nombre del Secretario/a de la Votación Adelantada)

Address (Dirección)

City (Ciudad) Zip Code (Código Postal)

-

Telephone Number (Número de teléfono)

Email Address (Dirección de Correo Electrónico)

Early Voting Clerk's Website (Sitio web del Secretario/a de Votación Adelantada)

Applications for Ballots by Mail (ABBM)s must be received no later than the close of business on:  
(Las solicitudes para boletas que se votarán adelantada por correo deberán recibirse no más tardar de las horas de negocio el:)

02 / 20 / 2026  
(date)(fecha)

Federal Post Card Applications (FPCAs) must be received no later than the close of business on:  
(La Tarjeta Federal Postal de Solicitud deberán recibirse no más tardar de las horas de negocio el:)

02 / 20 / 2026  
(date)(fecha)

Issued this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(day) (month) (year)

(Emitida este día \_\_\_\_\_ de \_\_\_\_\_, 20\_\_\_\_.)  
(día) (mes) (año)

\_\_\_\_\_  
Signature of Mayor (Firma del Alcalde)

\_\_\_\_\_  
Signature of Councilperson  
(Firma del Concejal)

\_\_\_\_\_  
Signature of Councilperson  
(Firma del Concejal)

**Instruction Note:** A copy of this election order must be delivered to the County Clerk/Elections Administrator and Voter Registrar not later than 60 days before election day.  
*Nota de Instrucción:* Se deberá entregar una copia de esta orden de elección al/a la Secretario(a) del Condado/Administrador(a) de Elecciones y el/la Registrador(a) de Votantes a más tardar 60 días antes del día de elección.