

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

Juan Garza, Commissioner Place 1
Margaret Perez, Mayor Pro-Tem
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
March 12, 2024**

Pursuant to Chapter 551, Title 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 March 12, 2024, at the City Commission Chambers on the Second Floor of the Rio Hondo Municipal Building located at 121 N. Arroyo Blvd., Rio Hondo, Texas 78583.

Call meeting to Order

PLEDGE OF ALLEGIANCE

UNITED STATES PLEDGE

INVOCATION:

Regular Agenda:

1. Mayor's and Commissioners' Reports
2. Reports: Administrator,

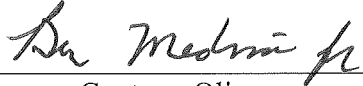
Pursuant to Texas Government Code Section 551.0415, the City Commission, without having provided notice, may make reports about items of community interest if no action is taken and possible action is not discussed regarding the information provided in the report. "Items of community interest" include: (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 agenda. 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 on approving the February 27, 2024, City Commission Meeting Minutes.

5. Status Report on Boat Ramp Park Project. (City Administrator).
6. Financial Report (City Administrator and Finance Manager)
7. Consideration and Action authorizing the approval of the Real Estate Donation Contract from the Rio Hondo Independent School District for approximately two-and-half (2.5) acres, more or less located at 215 W. Colorado Blvd., Rio Hondo, Cameron County, Texas.
8. Consideration and Action on Resolution 2024-08 of the City Rio Hondo, Texas finding, after reasonable notice and hearing, that AEP Texas Inc., existing electric rates and charges with the city should remain in effect.
9. Consideration and Action adopting the final plat for Bridgeview Subdivision.
10. Consideration and Action on soliciting fair market sealed bids for the city-owned property located at 200 W. Colorado Blvd., Lot 16 Block 7 of the Rio Hondo Original Townsite.
11. Executive Session: Consultation with Attorney; Section 551.071 regarding on-premises alcohol consumption at 28281 E. FM 106. (Stripes Store).
12. Consideration and Action on the sell of on-premises alcohol consumption at 28281 FM 106. (Stripes Store).
13. Adjournment

Note: The City Commission for the City of Rio Hondo the right to adjourn into executive session at any time during this meeting to discuss any matters, as authorized by the Texas Government Code, limited only to 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 Secretary at (956) 748-2102, with at least twenty-four hours' notice prior to the meeting.



Gustavo Olivares
Mayor of the City of Rio Hondo

Posted: Friday, March 8, 2024 at 2:30 pm .

I, 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 for at least 72 hours preceding the scheduled time

Item 4

MINUTES FROM A REGULAR MEETING ON FEBRUARY 27, 2023

The Government Body of the City of Rio Hondo, Texas met in a Regular Meeting on February 27, 2024 at 6:00 pm in the Commission Chambers at City Hall, with Mayor- Gustavo Olivares Present, Mayor Pro-Tem- Margaret Perez - Present, Commissioners Juan Garza- Present, Esteban Bocanegra- Present, Olga Gallegos- Present, and Jose Cavazos- Absent

Also Present: Ben Medina, City Administrator
Caroylin Dawson, Library Director
Robert Drinkard, City Attorney
Lucy Garza, Finance Director
William Bilokury, Chief of Police
Murl Kemmerling, Public Works
Director
Omar Rodriquez

INVOCATION: Led by Commissioner Juan Garza

Call meeting to Order by Mayor Olivares

Regular Agenda:

1. Mayor's and Commissioners' Reports – No Reports
2. Reports: Administrator, Senior Center, Library, Public Safety, Public Works
The City Administrator, Public Safety Director, Public Works, and the Library Director all presented their report to the City Commission.
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.*
No Public Comments heard.
4. Consideration and Action on approving the February 13, 2024 City Commission Meeting Minutes. Commissioner Perez motioned to approve the February 13 minutes with the correction to change the date and was seconded by Commissioner Gallegos and the motion carried.
5. Status Report on Boat Ramp Park Project. (Chris Rodriguez, Eng. And City Administrator). Mr. Medina discussed the ongoing construction of the Boat Ramp. The fishing pier is being constructed and the trail is being developed with lime and caliche.
6. Consideration and Action on City Commission Resolution 2024-07 Authorizing the Submission of an Application to the Public Safety of the Office of the Governor of the State of Texas Homeland Security Grant Program for the Stonegarden Program. (City Administrator). Commissioner Garza moved to approve Resolution 2024-07 and the motion was seconded by Commissioner Bocanegra and the motion carried.

7. Acknowledgement of the FY 2023 Racial Profiling Reports submitted to various state and federal law enforcement agencies. (Police Chief). The Police Chief present the Racial Profiling Report to the City Commission in detail and is attached. No action was taken.

8. Consideration and Action to fund the second payment of \$57,395.00 for the Rio Hondo Sidewalk Project (CCSJ# 0921-06-348). (City Administrator). Mr. Medina explained that this payment was for the sidewalk project to be done by TXDOT and to be bid out in May 2024. Commissioner Garza motioned to approve the payment and seconded by Commissioner Perez and the motion carried.

9. Consideration and Action purchase five-acre feet (5) of domestic water rights from the Cameron County Irrigation District No. 2 at a cost of \$3500 an acre foot. (City Administrator). Mr. explained that this the Irrigation District No. was selling 1025 acre feet of water-rights for a cost of \$3500. The city should by at least 5 acre feet. The cost would be \$17,500. Commissioner Garza moved to purchase five (5) acre feet of water from Irrigation District No. 2 and was seconded by Commissioner Perez and the motion carried.

10. Discussion on the Elementary School Building presentation to the Rio Hondo ISD. Mr. discussed the proposed uses of the donated Elementary School building that will include City Hall, Museum, and Business Incubator and the Library in the upper floors. The Commission agreed with these uses.

11. Adjournment. Commissioner Perez moved to adjourn the meeting and seconded by Commissioner Gallegos and the motion carried.

Approved: _____
Gustavo Olivares, Mayor

Attest: _____
Ben Medina, City Administrator

Item 7

REAL ESTATE DONATION CONTRACT

This contract to donate real property ("Contract") is between Grantor and Grantee as identified below (and sometimes collectively referred to as the "Parties") and is effective on the date the Title Company acknowledges receipt of a copy of this Contract executed by both Grantee and Grantor. ("Effective Date").

Grantor: BOARD OF TRUSTEES OF RIO HONDO INDEPENDENT
SCHOOL DISTRICT
215 West Colorado St.
Rio Hondo, Texas 78583
Phone: (956) 748-1000
Fax: (956) 748-1049
E-mail: raul.trevino@rhisd.net

Type of entity: Independent school district and political subdivision of the State of Texas

Grantor's Attorney: WALSH GALLEGOS TREVIÑO KYLE & ROBINSON P.C.
Attn: Elisabeth Nelson
P.O. Box 168046
Irving, Texas 75016-8046
Phone: (214) 574-8800
Email: enelson@wabsa.com

Grantee: CITY OF RIO HONDO
Address: 121 North Arroyo Blvd.
Rio Hondo, Texas 78583
Phone: (956) 748-2102
E-mail: bmedina@riohondo.us

Type of entity: Type A General Law Municipality and political subdivision of the State of Texas

Grantee's Attorney: Denton Navarro Rodriguez Bernal Santee & Zech, P.C.
Attn: Robert Drinkard and Allison Bastian-Rodriguez
Phone: (956) 421-4904
E-mail: rldrinkard@rampagelaw.com; abrodriguez@rampagelaw.com

Property: That certain real property formerly used as the high school campus, consisting of approximately two-and-a-half (2.5) acres, more or less, located at 215 W. Colorado St., Rio Hondo, Cameron County, Texas 78583, and more particularly described in Exhibit A, attached hereto and incorporated herein (the "Land"), together with all improvements to the Land existing as of the Closing Date (collectively, the "Property"), and excluding any personal property not permanently affixed to the Land, as well as any mineral interests, which shall be reserved by Grantor.

The Parties agree that (a) they are experienced in transactions of the nature provided for in this Contract, and (b) upon delivery of the Survey (defined below) to Grantee, Grantor, and the Title Company, the legal description provided in the Survey will be the controlling legal description for purposes of this Contract unless specifically objected to in writing by either of the Parties within five (5) calendar days of receipt. The legal description as accepted by the Parties shall substitute for that currently provided in Exhibit A,

Title Company: Rio Grande Valley Abstract Co. Inc.
Attn: Jacqui Dempsey
Address: 2025 Tyler Ave.
Harlingen, Texas 78550
Phone: (956) 428-0451
Fax: (956) 425-6253
E-mail: JacquiD@rgvabstract.com

Purchase Price: The Property shall be donated to Buyer pursuant to Texas Education Code Section 11.1541. Consideration includes the covenants and conditions contained herein and other good and valuable consideration.

Earnest Money: None.

Independent Consideration: Within five (5) business days after the Effective Date, Grantee shall deliver to the Title Company the sum of One Hundred and No/100 Dollars (\$100.00) (the "Independent Consideration") as consideration for Grantee's option to accept the Property and for Grantor providing the Inspection Period to Grantee, and, notwithstanding any provision in this Contract to the contrary, the Independent Consideration shall be nonrefundable to Grantee in all circumstances, and, if this Contract is terminated for any reason, the Independent Consideration shall be delivered to Grantor promptly upon such termination. At the closing, the Independent Consideration will be released and paid to Grantor.

County for Performance: Cameron County, Texas.

A. Deadlines and Other Dates

All deadlines in this contract expire at 5:00 P.M., Central Standard Time, on the day indicated. If a deadline falls on a Saturday, Sunday, or national holiday, the deadline will be extended to the next day that is not a Saturday, Sunday, or national holiday. A national holiday is a holiday designated by the federal government.

1. **Delivery of Title Commitment:** Ten (10) days after the Effective Date.
2. **Delivery of Survey:** Twenty-Five (25) days after the Effective Date.
3. **Delivery of legible copies of instruments referenced in the Title Commitment and Survey:** Twenty-five (25) days after the Effective Date.
4. **Delivery of Title Objections:** Ten (10) days after delivery of the Title Commitment, Survey, and legible copies of the instruments referenced in them.
5. **End of Inspection Period:** Thirty-Five (35) days after the Effective Date.
6. **Closing Date:** The later of (a) twenty (20) days after the End of Inspection Period; or (b) within ten days of filing any required plat or replat in the official public records of Cameron County. Notwithstanding the foregoing, in no event shall the Closing Date occur any later than 100 days after the Effective Date.

B. Closing Documents

1. At closing, Grantor will deliver the following items:

Gift Deed in substantial form attached as Exhibit B

Evidence of Grantor's authority to close this transaction.

Any other documents reasonably required by the Title Company or otherwise necessary to close this transaction.

2. At closing, Grantee will deliver the following items:

Evidence of Grantee's authority to consummate this transaction.

Any other documents reasonably required by the Title Company or otherwise necessary to close this transaction.

The documents listed in this section B are collectively known as the "Closing Documents."

C. Exhibits. The following exhibits are attached, and are incorporated by reference to form a part of this contract:

Exhibit A – Description of the Land

Exhibit B – Form of Deed

D. Donation of Property, Platting, and Utilities. Grantor agrees to donate and convey the Property to Grantee, and Grantee agrees to accept the donation of the Property.

E.

If the Property is required to be platted, re-platted or rezoned for closing and Grantee's proposed use of the Property, Grantee shall be responsible, at Grantee's sole cost and expense and prior to closing, for platting or re-platting the Property and for any zoning change for the Property satisfactory to Grantee. To the extent required, any plats must be approved and recorded in the official public records of Cameron County before conveyance of the Property. Grantee shall be responsible for addressing any drainage issues between the Property and Grantor's adjacent property such that Grantor's adjacent property is not negatively impacted by any drainage issues.

Grantee shall deliver to Grantor copies of the formal submissions of any plat, re-plat, plat revision, or zoning change by Grantee. In no event shall Grantor be responsible for fees and/or charges due to Grantee's consultants with respect to the pending applications and/or the work product in support thereof nor shall Grantee allow any liens to be placed upon the Property or Grantor's adjacent property by any third party arising from Grantee's actions, it being agreed that in such event, Grantee shall take all actions necessary and shall cause such liens to be fully satisfied and released by written instrument recorded in the real property records in Cameron County, Texas.

Other than for the purpose of securing necessary entitlements and approvals to facilitate the development of the Property as contemplated herein, Grantee is not authorized to encumber the Property or Grantor's

adjacent property in any way prior to closing, including but not limited to changes in zoning, ordinances, restrictions, and easements without Grantor's prior written approval

The current utilities (water, sewer, electric, etc.) providing service to the Property may be connected to the utilities providing services at Grantor's adjacent property. Grantee will be responsible for all costs associated with providing separate utilities to the Property, including disconnecting the Property from Grantor's utility services on Grantor's adjacent tract. In no event will Grantee stop utility service to Grantor's adjacent tract.

F. Title and Survey

1. **Review of Title.** The following statutory notice is provided to Grantee on behalf of the real estate licensees, if any, involved in this transaction: Grantee is advised that it should either have the abstract covering the Property examined by an attorney of Grantee's own selection or be furnished with or obtain a policy of title insurance.

2. **Title Commitment; Title Policy.** "Title Commitment" means a Commitment for Issuance of an Owner Policy of Title Insurance by Title Company, as agent for Underwriter, stating the condition of title to the Land and providing the terms and conditions according to which the Title Company will issue a Title Policy. "Title Policy" means an Owner Policy of Title Insurance issued by Title Company, as agent for Underwriter, in conformity with the last Title Commitment delivered to and approved by Grantee.

3. **Survey.** "Survey" means an on-the-ground, staked plat of survey and metes-and-bounds description of the Land, prepared by a surveyor satisfactory to Grantee and Title Company. The costs of the Survey shall be paid by Grantee.

4. **Delivery of Title Commitment, Survey, and Title Documents.** Grantee must obtain the Title Commitment by the deadline stated in section A.1. Grantee must cause the Survey to be completed by the deadline stated in section A.2. Grantor will deliver to Grantee any legible copies of the instruments referenced in the Title Commitment and Survey, which are in their possession, by the deadline stated in section A.3; otherwise, Grantee agrees to rely on any public records provided by the Title Company.

5. **Title Objections.** Grantee has until the deadline stated in section A.4 ("Title Objection Deadline") to review the Survey, Title Commitment, and legible copies of the title instruments referenced in them and notify Grantor in writing of Grantee's objections to any of them ("Title Objections"). Grantee will be deemed to have approved all matters reflected by the Survey and Title Commitment to which Grantee has made no Title Objection by the Title Objection Deadline. The matters that Grantee either approves or is deemed to have approved are "Permitted Exceptions." If Grantee notifies Grantor of any Title Objections, Grantor has ten (10) days from receipt of Grantee's notice to notify Grantee in writing whether Grantor agrees to cure the Title Objections before closing ("Cure Notice"). If Grantor does not timely give its Cure Notice or timely gives its Cure Notice but does not agree to cure all the Title Objections before closing, Grantee may, within five (5) days after the deadline for the giving of Grantor's Cure Notice, notify Grantor in writing that either this contract is terminated or Grantee will proceed to close, subject to Grantor's obligations to cure only the Title Objections that Grantor has agreed to cure in the Cure Notice.

G. Inspection Period

1. ***Entry onto the Property.*** Grantee may enter onto the Property prior to closing for purposes of conducting the Survey or environmental inspections, or otherwise to inspect the Property, subject to the following:

a. Grantee must deliver evidence to Grantor that Grantee or Grantee's contractors, as required, has liability insurance for its Survey or inspection activities, in amounts and with coverages that are substantially the same as those maintained by Grantor or in such lesser amounts or with such lesser coverages as are reasonably satisfactory to Grantor;

b. Grantee may not unreasonably interfere with existing operations or occupants of the Property, if any;

c. Grantee must notify Grantor in advance of Grantee's plans to conduct tests so that Grantor may be present during the tests;

d. if the Property is altered because of Grantee's inspections, Grantee must return the Property to its pre-inspection condition promptly after the alteration occurs;

e. Grantee must deliver to Grantor copies of all inspection reports that Grantee prepares or receives from third-party consultants or contractors within three (3) days of their preparation or receipt by Grantee; and

f. Grantee must abide by any other reasonable entry rules imposed by Grantor.

3. ***Grantee's Right to Terminate.*** Grantee may terminate this contract for any reason by notifying Grantor before the end of the Inspection Period. Upon such termination by Grantee, Grantor shall have no further obligation to Grantee.

4. Grantee Indemnity and Release of Grantor

a. ***INDEMNITY.*** TO THE EXTENT ALLOWED BY LAW, GRANTEE WILL INDEMNIFY, DEFEND, AND HOLD GRANTOR HARMLESS FROM ANY LOSS, ATTORNEY'S FEES, EXPENSES, OR CLAIMS ARISING OUT OF GRANTEE'S INVESTIGATION OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, CLAIMS ALLEGED TO HAVE ARISEN IN WHOLE OR IN PART AS A RESULT OF GRANTOR'S NEGLIGENCE.

b. ***Release.*** Grantee releases Grantor and those persons acting on Grantor's behalf from all claims and causes of action (including claims for attorney's fees and court and other costs) resulting from Grantee's investigation of the Property.

H. **Representations.** Intentionally deleted.

H. **Condition of the Property; Cooperation; No Recording of Contract**

1. ***Casualty Damage.*** Grantor will notify Grantee promptly after discovery of any casualty damage

to the Property. Grantor will have no obligation to repair or replace the Property if it is damaged by casualty before closing. Grantee may terminate this Contract if the casualty damage that occurs before closing would materially affect Grantee's intended use of the Property by giving notice to Grantor within ten (10) days after receipt of Grantor's notice of the casualty (or before closing if Grantor's notice of the casualty is received less than five (5) days before closing). If Grantee does not terminate this Contract, Grantor will convey the Property to Grantee in its damaged condition.

2. **Condemnation.** Grantor will notify Grantee promptly after Grantor receives notice that any part of the Property has been or is threatened to be condemned or otherwise taken by a governmental or quasi-governmental authority. Grantee may terminate this contract if the condemnation would materially affect Grantee's intended use of the Property by giving notice to Grantor within five (5) days after receipt of Grantor's notice to Grantee (or before closing if Grantor's notice is received less than five (5) days before closing). If Grantee does not terminate this contract, the description of the Property will be revised to delete the portion taken.

3. **Claims; Hearings.** Grantor will notify Grantee promptly of any written notice claim or administrative hearing that is threatened, filed, or initiated before closing that affects the Property.

4. **Cooperation.** Grantor will cooperate with Grantee (a) before and after closing, to transfer the applications, permits, and licenses held by Grantor and used in the operation of the Property and (b) before closing, with any reasonable evaluation, inspection, audit, or study of the Property prepared by, for, or at the request of Grantee.

5. **No Recording.** Grantee may not file this contract or any memorandum or notice of this contract in the real property records of any county. If, however, Grantee records this contract or a memorandum or notice, Grantor may terminate this contract and record a notice of termination.

I. Termination

If this contract is terminated, Grantee will promptly return to Grantor any documents relating to the Property that Grantor has delivered to Grantee and all copies that Grantee has made of the documents. After return of the documents and copies, neither party will have further duties or obligations to the other under this contract, except for those obligations that cannot be or were not performed before termination of this contract.

J. Closing

1. This transaction will close at Title Company's offices on the Closing Date and as otherwise required by this Contract. At closing, the following will occur:

- a. **Deed: Closing Documents.** The parties will execute the Deed and deliver the Closing Documents.
- b. **Payment of Closing Costs and Expenses.** The Parties will deliver amounts that the Parties are obligated to pay under this Contract to Title Company in funds acceptable to Title Company.

c. **Disbursement of Funds; Recording; Copies.** The Title Company will be instructed to disburse the funds in accordance with this Contract, record the Deed and the documents directed to be recorded, if any, and distribute documents and copies in accordance with the Parties' instructions.

d. **Possession.** Grantor will deliver possession of the Property to Grantee, subject to the Permitted Exceptions existing at Closing.

2. **Transaction Costs**

a. **Grantor's Costs.** Grantor is not responsible for any costs associated with this transaction.

b. **Grantee's Costs.** Grantee will pay the basic charge for the Title Policy; the costs to obtain the Survey; the escrow fee charged by Title Company, if any; the costs to obtain, deliver, and record all documents; the additional premium for the "survey/area and boundary deletion" or other changes in the Title Policy, if such changes and deletions are requested by Grantee; the Title Company's inspection fee to delete from the Title Policy the customary exception for parties in possession, if requested by Grantee; the costs of work required by Grantee to have the Survey reflect matters other than those required under this Contract; and Grantee's expenses and attorney's fees; and Grantor's expenses and attorney's fees in an amount not to exceed \$5,000.00.

c. **Ad Valorem Taxes.** Grantor represents that it is entitled to an exemption from ad valorem taxes during the time it owned the Property. If Grantee's use of the Property results in the assessment of any ad valorem taxes for the Property for the calendar year of closing, all such taxes and any associated costs will be the responsibility of Grantee. Grantee shall be responsible for notifying all taxing units having jurisdiction over the Property of the change of ownership, and Grantee shall be responsible for any and all taxes, late fees or penalties assessed against the Property by reason of Grantee's failure to so note the change of ownership. Grantor will provide to Grantee proof of Grantor's ownership of the Property prior to the date of closing, and will assist Grantee in demonstrating Grantor's exemption from ad valorem taxes for said period.

3. **Issuance of Title Policy.** Title Company will issue the Title Policy to Grantee as soon as practicable after closing.

J. **Default and Remedies**

1. **Grantor's Default.** If Grantor fails to perform any of its material obligations under this contract or if any of Grantor's material representations are not true and correct as of the Effective Date or on the Closing Date ("Grantor's Default"), Grantee may as its sole and exclusive remedy terminate this contract by giving notice to Grantor on or before the Closing Date.

2. **Grantee's Default.** If Grantee fails to perform any of its material obligations under this contract ("Grantee's Default"), Grantor may terminate this contract by giving notice to Grantee on or before the Closing Date and Closing Time and have the Independent Consideration paid to Grantor. If Grantee's Default occurs after Grantor has incurred costs to perform its obligations under this contract and Grantor terminates this contract in accordance with the previous sentence, Grantee will also reimburse Grantor for Grantor's expenses incurred to perform its obligations under this contract, in an amount not to exceed \$5000.00, the amount of which shall include Attorneys' fees. Grantee will make payment of this amount

to the Grantor within ten (10) days of Grantee's receipt of an invoice from Grantor itemizing Grantor's expenses.

M. Miscellaneous Provisions

- 1. Notices.** Any notice required by or permitted under this Contract must be in writing. Any notice required by this contract will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this contract. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein. Copies of each notice must be given by one of these methods to the attorney of the party to whom notice is given, if the attorneys have been identified by the parties.
- 2. Entire Contract.** This Contract, together with its exhibits, and any Closing Documents delivered at closing constitute the entire agreement of the parties concerning the donation of the Property by Grantor to Grantee. There are no oral representations, warranties, agreements, or promises pertaining to the donation of the Property by Grantor to Grantee not incorporated in writing in this contract.
- 3. Amendment.** This Contract may be amended only by an instrument in writing signed by the Parties.
- 4. Prohibition of Assignment.** Grantee may not assign this Contract or any of Grantee's rights under it without Grantor's prior written consent, and any attempted assignment is void. This Contract binds, benefits, and may be enforced by the Parties and their respective heirs, successors, and permitted assigns.
- 5. Survival.** The obligations of this Contract that cannot be performed before termination of this contract or before closing will survive termination of this contract or closing, and the legal doctrine of merger will not apply to these matters. If there is any conflict between the Closing Documents and this contract, the Closing Documents will control.
- 6. Choice of Law; Venue.** This contract will be construed under the laws of the State of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in Cameron County.
- 7. Waiver of Default.** It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays taking any action with respect to the default.
- 8. No Third-Party Beneficiaries.** There are no third-party beneficiaries of this contract.
- 9. Severability.** The provisions of this contract are severable. If a court of competent jurisdiction finds that any provision of this contract is unenforceable, the remaining provisions will remain in effect without the unenforceable parts.
- 10. Ambiguities Not to Be Construed against Party Who Drafted Contract.** The rule of construction that ambiguities in a document will be construed against the party who drafted it will not be applied in interpreting this Contract.

11. **No Special Relationship.** The parties' relationship is an ordinary commercial relationship, and they do not intend to create the relationship of principal and agent, partnership, joint venture, or any other special relationship.

12. **Counterparts.** If this contract is executed in multiple counterparts, all counterparts taken together will constitute this Contract.

13. **Waiver of Consumer Rights.** GRANTEE WAIVES ITS RIGHTS UNDER THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, SECTION 17.41, *et seq.*, OF THE TEXAS BUSINESS AND COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF ITS OWN SELECTION, GRANTEE VOLUNTARILY CONSENTS TO THIS WAIVER.

(Signature page follows)

GRANTOR:

THE BOARD OF TRUSTEES OF THE RIO HONDO
INDEPENDENT SCHOOL DISTRICT

By: Raul J. Treviño
Printed Name: Raul J. Treviño
Title: Superintendent
Date: March 7, 2024

GRANTEE:

CITY OF RIO HONDO

By: _____
Printed Name: _____
Title: _____
Date: _____

Title Company acknowledges receipt of a copy of this contract executed by both Grantee and Grantor.

Title Company: _____

Address: _____

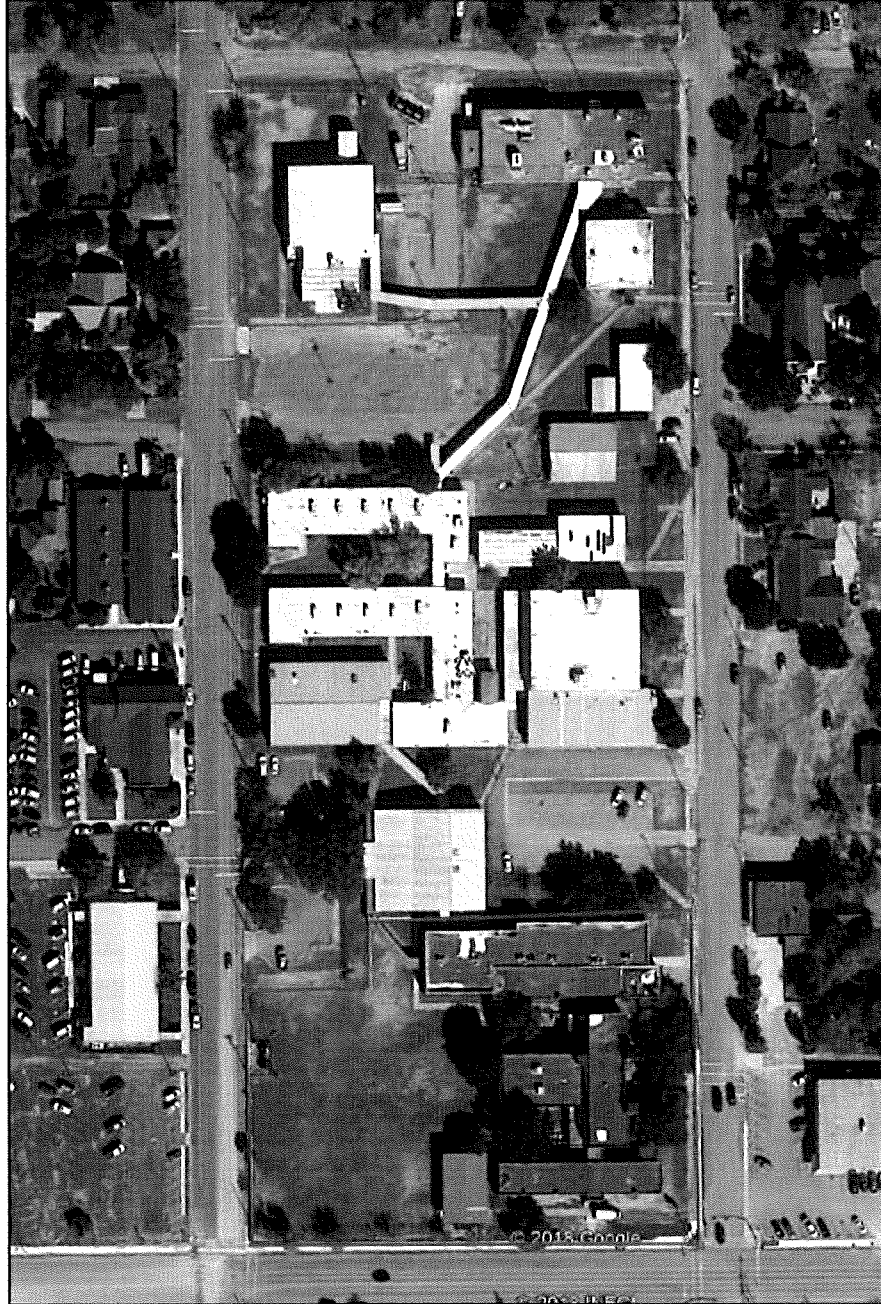
By: _____

Title _____

Date _____

Exhibit A to Real Estate Donation Contract

Description of the Land (area outlined in red)



Aerial View

Exhibit B to Real Estate Donation Contract

GIFT DEED

Date: _____, 2024

Grantor: BOARD OF TRUSTEES OF THE RIO HONDO INDEPENDENT SCHOOL DISTRICT,
a political subdivision of the State of Texas

Grantor's Mailing Address: 215 West Colorado Street
Rio Hondo, Texas 78583

Grantee: CITY OF RIO HONDO,
A Type A General Law Municipality of the State of Texas

Grantee's Mailing Address: 121 N. Arroyo Blvd.
Rio Hondo, Texas 78583

Consideration: As a donation pursuant to Texas Education Code section 11.1541

Property: That certain real property formerly used as the high school campus, consisting of approximately two-and-a-half (2.5) acres, more or less, located at 215 W. Colorado St., Rio Hondo, Cameron County, Texas 78583, together with all improvements to the Land existing as of the Closing Date, and excluding any personal property not permanently affixed to the Property, and as otherwise depicted in Exhibit A.

Fee Simple Determinable Condition:

IT IS EXPRESSLY UNDERSTOOD AND AGREED that this conveyance shall be effective for only so long as Grantee does not execute a document that purports to convey the Property, and uses the Property for a public purpose, including but not limited to improving the Property:

- a. to preserve its iconic and historical significance to the community;
- b. to serve as an extension of City Hall;
- c. to serve as a business incubator for the community; and
- d. to serve for any use necessary to promote, or in furtherance of, a public purpose, including but not limited to economic development.

The "public purpose" requirement as described herein shall only last for a duration of one hundred (100) years; upon the 100th anniversary of the conveyance of the Property, the Fee Simple Determinable Condition will expire and Grantor agrees to file record of such expiration in the official records of Cameron County, Texas.

Reservations from Conveyance:

For Grantor and Grantor's heirs, successors and assigns forever, a reservation of all oil, gas and other minerals in and under and that may be produced from the Property.

Grantor waives and conveys to Grantee the right of ingress and egress to and from the surface of the Property relating to the portion of the mineral estate owned by Grantor and any and all rights to disturb the surface of the Property in any manner in connection with development, exploration and/or exploitation of the portion of the mineral estate owned by Grantor.

Exceptions to Conveyance and Warranty:

[Insert the permitted exceptions contained in Schedule B of the Title Commitment]

As well as validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; all rights, obligations, and other matters arising from and existing by reason of any Cameron County water or utility district; and taxes for 2024, for which Grantee shall be responsible, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the responsibility of which Grantee assumes.

THE PROPERTY IS SOLD AND CONVEYED TO AND ACCEPTED BY GRANTEE IN ITS PRESENT CONDITION, AS IS, WHERE IS, WITH ALL FAULTS AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE DONATION OF THE PROPERTY IS WITHOUT ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION, AGREEMENT, STATEMENT OR EXPRESSION OF OPINION (OR LACK THEREOF) OF OR WITH RESPECT TO: (A) THE CONDITION OF THE PROPERTY OR ANY ASPECT THEREOF, INCLUDING, WITHOUT LIMITATION, ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES RELATED TO SUITABILITY FOR HABITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE; (B) THE INCOME TO BE DERIVED FROM THE PROPERTY; (C) THE COMPLIANCE WITH ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (D) THE SOIL CONDITIONS, WATER, DRAINAGE, TOPOGRAPHICAL FEATURES OR OTHER CONDITIONS OF THE PROPERTY OR WHICH AFFECT THE PROPERTY; (E) ANY CONDITIONS RELATING TO OR ARISING FROM ANY ARCHEOLOGICAL OR HISTORIC SITE, CEMETERY, BURIAL GROUND, ENDANGERED SPECIES HABITAT, OR OTHER SUCH CONDITION WHICH MAY AFFECT THE PROPERTY; (F) AREA, SIZE, SHAPE, CONFIGURATION, LOCATION, CAPACITY, QUANTITY, QUALITY, VALUE, CONDITION OR COMPOSITION OF THE PROPERTY; (G) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY; (H) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY; (I) ANY ENVIRONMENTAL, GEOLOGICAL, METEOROLOGICAL, STRUCTURAL OR OTHER CONDITION OR HAZARD OR THE ABSENCE THEREOF HERETOFORE, NOW OR HEREAFTER AFFECTING IN ANY MANNER ANY OF THE PROPERTY; AND (J) ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES BY GRANTOR WHATSOEVER. GRANTEE HAS MADE ITS OWN PHYSICAL INSPECTION OF THE PROPERTY AND HAS SATISFIED ITSELF

AS TO THE CONDITION OF THE PROPERTY FOR GRANTEE'S INTENDED USE. GRANTOR MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES AS TO THE NATURE OR QUANTITY OF THE INTERESTS THEY OWN IN ANY OIL, GAS AND OTHER MINERALS.

AFTER CLOSING, AS BETWEEN GRANTEE AND GRANTOR, THE RISK OF LIABILITY OR EXPENSE FOR ENVIRONMENTAL PROBLEMS, EVEN IF ARISING FROM EVENTS BEFORE CLOSING, WILL BE THE RESPONSIBILITY OF GRANTEE, REGARDLESS OF WHETHER THE ENVIRONMENTAL PROBLEMS WERE KNOWN OR UNKNOWN AT CLOSING. ONCE CLOSING HAS OCCURRED, TO THE EXTENT ALLOWED BY LAW, GRANTEE INDEMNIFIES, HOLDS HARMLESS, AND RELEASES GRANTOR FROM LIABILITY FOR ANY LATENT DEFECTS AND FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, OR THE TEXAS WATER CODE. **TO THE EXTENT ALLOWED BY LAW, GRANTEE INDEMNIFIES, HOLDS HARMLESS, AND RELEASES GRANTOR FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF GRANTOR'S OWN NEGLIGENCE OR THE NEGLIGENCE OF GRANTOR'S REPRESENTATIVES.** TO THE EXTENT ALLOWED BY LAW, GRANTEE INDEMNIFIES, HOLDS HARMLESS, AND RELEASES GRANTOR FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THEORIES OF PRODUCTS LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE THAT WOULD OTHERWISE IMPOSE ON GRANTORS IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY. GRANTEE FURTHER AGREES TO DEFEND, AT ITS OWN EXPENSE, AND ON BEHALF OF GRANTOR AND IN THE NAME OF GRANTOR, ANY CLAIM OR LITIGATION BROUGHT IN CONNECTION WITH ANY SUCH ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold to Grantee and Grantee's heirs, successors, and assigns for as long as the Fee Simple Determinable Condition is satisfied, and if the Fee Simple Determinable Condition is not satisfied, the Property will automatically revert to and be owned by Grantor without the necessity of any further act on the part of Grantor, it being the Grantor's intent to convey a fee simple determinable estate to Grantee. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

(signature page follows)

BOARD OF TRUSTEES OF THE RIO HONDO
INDEPENDENT SCHOOL DISTRICT

By: EXHIBIT ONLY - NOT FOR SIGNATURE
Printed Name: _____
President, Board of Trustees

THE STATE OF TEXAS
COUNTY OF CAMERON

§
§
§

ACKNOWLEDGMENT

BEFORE ME, a Notary Public, on this day personally appeared Mr. Jaime Lopez, known to me to be the person whose name is subscribed to the foregoing instrument, and having been sworn, upon his oath stated that he is the President of the Board of Trustees of the Rio Hondo Independent School District; that he was authorized to execute such instrument pursuant to resolution of the Board of Trustees adopted on ___[date to be inserted]___, 2024; and acknowledged that said instrument is executed as the free and voluntary act and deed of such governmental unit for the purposes and consideration expressed therein.

EXHIBIT ONLY - NOT FOR SIGNATURE
NOTARY PUBLIC, STATE OF TEXAS

ACKNOWLEDGED AND APPROVED:
CITY OF RIO HONDO, a municipality of the State of Texas

By: EXHIBIT ONLY - NOT FOR SIGNATURE
Printed Name: _____
Title: _____
Date: _____

After Recording, Return to Grantee's Address:

Item 8

AN ORDINANCE / RESOLUTION OF THE CITY OF _____, TEXAS FINDING, AFTER REASONABLE NOTICE AND HEARING, THAT AEP TEXAS INC EXISTING ELECTRIC RATES AND CHARGES WITHIN THE CITY SHOULD REMAIN IN EFFECT

WHEREAS, pursuant to §33.001 of the Public Utility Regulatory Act, the City of _____ has exclusive, original jurisdiction over the electric rates, operations, and services provided within city limits by AEP Texas Inc. (AEP Texas or the Company).

WHEREAS, on February 29, 2024, AEP Texas filed with the City of _____ a Petition and Statement of Intent seeking a net increase of 13.1% over net present distribution revenues. Related to its transmission cost of service, the Company requests a rate increase of \$63.1 million above its adjusted test year revenues, an increase of 9.29%.

WHEREAS, the Company has requested its proposed rate change become effective 35 days after the filing its Petition.

NOW, THEREFORE, BE IT ORDAINED/RESOLVED BY THE CITY COUNCIL OF THE CITY OF _____, TEXAS:

SECTION 1. It is hereby found and determined that said meeting at which this Ordinance/Resolution was passed was open to the public, as required by Texas law, and that advance public notice of the time, place and purpose of said meeting was given.

SECTION 2. AEP Texas' request for approval of its base rates increase is denied. The existing rates and charges of AEP Texas are hereby found to be just and reasonable rates and the City adopts such existing rates to continue to be observed and to be in force within the City hereafter.

SECTION 3. The base rates set forth in this Ordinance / Resolution may be changed and amended by either the City or the Company only as provided by law.

SECTION 4. This Ordinance / Resolution shall be served on AEP Texas by email to the Company's authorized representative, Jennifer J. Frederick at jjfrederick@aep.com.

SECTION 5. Nothing contained in this Ordinance shall be construed now or hereafter in limiting or modifying, in any manner, the right and power of the City under law to regulate the base rates and charges of AEP Texas.

CONSIDERED, PASSED, APPROVED AND SIGNED this the ____ day of _____, 20____, at a regular called meeting of the City Council of the city of _____, Texas, at which a quorum was present and which was held in accordance with the provisions of Chapter 551, Texas Government Code.

SIGNED this ____ day of _____, 20__.

CITY OF _____

By: _____

_____, Mayor

Attest:

_____, City Secretary

APPROVED AS TO FORM:

_____, City Attorney

Item 9



February 21, 2024

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

Re: Review No. 3 of Bridge View Subdivision

Dear Mr. Medina:

On February 9th, 2024, Guzman & Munoz Engineering and Surveying was tasked with reviewing the resubmission of the Bridge View Subdivision. Our comments are as follows:

Construction Plan Drawings:

Submit revised Construction Plan Drawings which address comments from Review No.1. The plan comments are as follows:

1. Add requirements for Hydrostatic Testing and Disinfection of water main in accordance with AWWA TAC Title 30, Chapter 290. Testing and disinfection of water main shall be performed before connection to water system. PLEASE SEE NOTE #5 ON THE UTILITY PLAN AND PROFILE SHEETS
2. Location of water main tie-in connection appears to cross private property. Verify alignment. WATERLINE IS CONNECTED WITHIN PUBLIC ROW AND IS EXTENDED THROUGH UNTIL REACHING SUBJECT PROPERTY
3. Demonstrate potable water service to Lot 1 Block 2 on drawings. If boring across roadway is proposed, demonstrate cross-section.

N/A LOT 1, BLOCK 2 WILL NO LONGER BE PART OF THE SUBDIVISION. SEE ATTACHED UPDATED PLATS.

Plats:

4. The minimum lot area dimension for septic tank use is 0.5 acres. Lot 1 Block 2 has a gross area of 0.48 acres. Contractor shall provide septic tank permit from Cameron County and Health department for this lot prior to plat acceptance.
N/A LOT 1, BLOCK 2 WILL NO LONGER BE PART OF THE SUBDIVISION. SEE ATTACHED UPDATED PLATS.
5. Developer's Engineer shall obtain Texas Department of Transportation (TxDOT) Driveway Permit for each lot (1 thru 10) prior to Plat acceptance.
PERMITS HAVE BEEN SUBMITTED TO TXDOT FOR REVIEW
6. Developer's engineer shall apply all applicable setbacks for Lot 1 Block 2.
N/A LOT 1, BLOCK 2 WILL NO LONGER BE PART OF THE SUBDIVISION. SEE ATTACHED UPDATED PLATS.
7. Developer's Engineer shall obtain Texas Department of Transportation (TxDOT) crossing permit for water service connection to Lot 1 Block 2 prior to Plat acceptance.

N/A LOT 1, BLOCK 2 WILL NO LONGER BE PART OF THE SUBDIVISION. SEE ATTACHED UPDATED PLATS.



GUZMAN & MUÑOZ
ENGINEERING AND SURVEYING, INC.

If you have any questions you may call me at (956) 565-4637.

Sincerely,
Guzman & Munoz Engineering and Surveying, Inc.

A handwritten signature in black ink, appearing to read 'Omar Rodriguez, PE.' The signature is stylized and includes the initials 'PE.' at the end.

Omar Rodriguez, PE, CFM
Vice President of Engineering

Item 10

Property Details

PIDN: 97110 GEO: 55-0000-0070-0160-00

Owner Name **CITY OF RIO HONDO**
 Mailing PO BOX 389
 Address RIO HONDO, TX 78583-0389
 Location 200 W COLORADO AVE RIO HONDO 78583
 Legal RIO HONDO ORIGINAL TOWNSITE LOT 16 BLK 7

Total Market Value **\$85,083**
 Previous Year Value \$85,083
 Percent Change 0.00%
 Land Value \$21,000
 Improvement Value \$64,083

Data up to date as of Nov 20, 2023 including 2023 Certified values.

Property Information

Property Type	R - Real
Deed Date	04/20/2017
Deed Volume	
Deed Page	91
Docket No.	201715319
Exemptions	
Freeze Exempt	F
ARB Protest	F
Agent Code	0
Land Acres	0.1722
Block	0070
Tract or Lot	0160
Abstract Code	550000
Neighborhood Code	550000COM

Value Information

Appraised Value	\$85,083
Assessed Value	\$85,083
AG Market Value	\$0
AG Productivity Value	\$0
Timber Market Value	\$0
Timber Productivity Value	\$0
Ten Percent Cap Loss Value	\$0

Value By Jurisdiction

Entity Code	Entity Name	Market	Appraised	Assessed	Taxable	Rate Year	Tax Rate
IRH	RIO HONDO I.S.D	\$85,083	\$85,083	\$85,083	\$0	2023	1.32600000
SST	SOUTH TEXAS I.S.D	\$85,083	\$85,083	\$85,083	\$0	2023	0.04920000
CRH	CITY OF RIO HONDO	\$85,083	\$85,083	\$85,083	\$0	2023	0.81220700
GCC	CAMERON COUNTY	\$85,083	\$85,083	\$85,083	\$0	2023	0.43689300
SD3	DRAINAGE DISTRICT #3	\$85,083	\$85,083	\$85,083	\$0	2023	0.14721800
SAN	PORT OF HARLINGEN	\$85,083	\$85,083	\$85,083	\$0	2023	0.02206100

Estimated Taxes

Entity Code	Entity Name	Rate Year	Tax Rate
CRH	CITY OF RIO HONDO	2023	0.81220700
GCC	CAMERON COUNTY	2023	0.43689300
IRH	RIO HONDO I.S.D	2023	1.32600000
SAN	PORT OF HARLINGEN	2023	0.02206100
SD3	S.B.C.C. DRAINAGE DIST. #3	2023	0.14721800
SST	SOUTH TEXAS I.S.D	2023	0.04920000
Total			2.793579
*Total Estimated Taxes			\$2,376.86

Note: The Total Estimated Taxes are provided as a courtesy and should not be relied upon in making financial or other decisions. *Tax amount does not include any abatements or exemptions.

Improvement Information

Improvement ID	State Category	Description
955908	X	Commercial

Land Information

Land ID	Type Code	SPTB Code	Homestead	Size-Acres	Front	Depth	Size-SQFT
1211899	COMM	X	F	0.000	50	150	7,500

Segment Information

Imp ID	Seg ID	Type Code	Description	Class	Year Built	Eff. Year Built	Area
955908	362181	IMF	IRONMETAL FENCE	*	2000	2000	48
955908	362182	FW6	WOOD FENCE 6'	*	2000	2000	10
955908	362186	BT	BLACK TOP	*	1935	1935	2,500
955908	362180	OP2	OPEN PORCH 1/3	*	2003	2003	96
955908	362183	TM3	STORAGE MASONRY 3	*	2008	2008	168
955908	362184	MA	MAIN AREA	YCG	1935	2000	1,400
955908	362185	OP2	OPEN PORCH 1/3	*	1935	1935	150
Total Living Area							1,400

Property Map

