

RICARDO WATER SUPPLY CORPORATION

2302 E. SAGE RD.

KINGSVILLE, TEXAS 78363

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TO: Ricardo Water Supply Corporation Board of Directors
FROM: Baldemar Garcia, President
DATE: January 21, 2026
SUBJECT: Ricardo Water Supply Corporation Meeting Notice and Agenda

A Special Meeting of the Ricardo Water Supply Corporation Board of Directors is scheduled for:

Tuesday, January 27, 2026

5:30 p.m.

South Texas Water Authority Boardroom
2302 East Sage Road, Kingsville, Texas

to consider and act upon any lawful subject which may come before it, including among others, the following:

Amended Agenda

1. Call to order.
2. Citizen comments.
3. Customer Concern:
 - Outstanding water bill and plumbing issues with water well on recently purchased property.
(Attachment 1)
4. Water Supply and Development Contract with Vicki L. Benys, 4B Endeavors, Developer.
(Attachment 2)
5. **Resolution 26-01.** Resolution authorizing the Ricardo Water Supply Corporation President to enter into a Water Supply and Development Contract with Vicki L. Benys, 4B Endeavors, Developer.
(Attachment 3)
6. Workshop
The Board of Directors will convene in a workshop session to receive a presentation and discuss the following:
 - a. Development of Priority List for the Master Plan.
7. Adjournment.

This meeting notice was posted on
RWSC's website, www.ricardowsc.com, and
on indoor and outdoor bulletin boards at
RWSC's administrative offices,
2302 East Sage Road, Kingsville, Texas at
345 am on January 22, 2026.
Frances De Leon
Assistant Secretary

The Board may go into closed session at any time when permitted by Chapter 551, Government Code. Before going into closed session, a quorum of the Board must be assembled in the meeting room, the meeting must be convened as an open meeting pursuant to proper notice, and the presiding officer must announce that a closed session will be held and must identify the sections of Chapter 551, Government Code, authorizing the closed session.

BG/JM/fdl

Attachments

RWSC Agenda 01/27/26
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Ricardo Water Supply Corporation is an equal opportunity provider and employer.

ATTACHMENT 1

Customer Concern

Memo

To: Ricardo Water Supply Corporation Board of Directors
From: John Marez, General Manager
Date: January 22, 2026
Re: Customer Request to Address Billing and Service Connection Issues

Background:

RWSC received a written request from a customer seeking to be placed on the agenda for the current month's board meeting. The customer has property within the RWSC service area and reports concerns related to an outstanding water bill and plumbing issues associated with their account.

The customer is requesting guidance on the process for addressing this matter at a board meeting.

Analysis:

Customer billing disputes and service connection issues are operational matters that are typically reviewed administratively prior to board consideration. In many cases, these matters can be resolved through staff review of account history, service connection standards, and applicable policies without formal board action.

If the matter cannot be resolved at the staff level or requires policy interpretation, it may then be appropriate for board discussion in a properly noticed agenda item.

Staff Recommendation:

Direct staff to review the customer's account history, billing records, and service connection circumstances.

Communicate with the customer regarding findings, applicable policies, and potential resolution options.

If the issue remains unresolved or requires board consideration, schedule the item for a future board agenda in compliance with posting requirements.

Board Action:

Authorize the Board President, General Manager or designee to resolve the concern based on legal counsel's recommendation.

Summary:

A customer has requested board consideration of a billing and service-related concern tied to a recently acquired property. Staff has attempted to resolved the matter administratively first, consistent with RWSC practices, and now recommends elevating to the Board for their review and further direction. This approach ensures proper process, compliance, and efficient resolution.

Frances De Leon

From: Pedro Lopez <pjlopezhnp@hotmail.com>
Sent: Tuesday, January 13, 2026 7:11 AM
To: Fvrosales@stwa.org
Subject: Board Meeting

Good morning, after speaking with August from Ricardo water supply. I was told I would need to email you to set up an appointment for the board meeting this month. If you would be able to let me know what else I have to do to get put on the meeting or if you can send the time and date that the meeting will be held. I had an outstanding water bill that I need to discuss at the board meeting for a property i recently purchased. There were some issues with the plumbing connecting to my waterwell. If you could reach back out to me. My name is Pedro Lopez Jr and my phone number is 361-246-6540 if you need to call me or email me back. Thank you.

ATTACHMENT 2

Development Contract

Memo

To: Ricardo Water Supply Corporation Board of Directors
From: John Marez, General Manager
Date: January 22, 2026
Re: Water Supply and Development Contract – Vicki L Benys

Background:

Vicki L Benys contacted the Corporation requesting that water service be provided for the Skye Estates, Replat of Tract 1, Lukefahr Addition. Ms. Benys has met Kleberg County subdivision requirements and will pay the pro-rata share of the improvements to the Corporation's water system upon Board approval of the contract (attached in the metes and bounds).

It is in the Corporation's best interest to enter into this Development Contract. Application attached.

Analysis:

Developers creating subdivisions, or any property, should be deliberate with their planning and follow the corporation's procedures as regulated by TCEQ and verified by engineering. This ensures there is adequate water capacity available for the development.

Staff Recommendation:

Accept the Water Supply and Development Contract with Vicki L Benys upon verification his developer's contribution has cleared the bank and been paid to the corporation.

Board Action:

Authorize the General Manager or designee to execute a Water Supply and Development Contract with Vicki L Benys, for the Skye Estates Subdivision.

Summary:

The Skye Estates subdivision meets all criteria to be accepted into the corporation's water system. Adding more users into RWSC allows for the corporation to grow and meet the expanding need for property with water access in the county.

WATER SUPPLY AND DEVELOPMENT CONTRACT

THE STATE OF TEXAS §

COUNTY OF KLEBERG §

THIS CONTRACT, is between the Ricardo Water Supply Corporation, A Texas non-profit corporation, (hereinafter called RWSC) and 4B Endeavors. (hereinafter called Developer).

WITNESSETH:

WHEREAS, RWSC has a contract with South Texas Water Authority, a governmental agency, conservation and reclamation district and body politic and corporate, to obtain water for supply to areas which lie outside of the jurisdictional limits of the other existing incorporated cities, water districts, or other municipal corporations which lie within the boundaries of South Texas Water Authority; and

WHEREAS, the South Texas Water Authority has an agreement dated October 14, 1980, with the City of Corpus Christi to obtain treated water from the City of Corpus Christi which gives the South Texas Water Authority the capacity to serve customers lying within the established boundaries of the South Texas Water Authority; and

WHEREAS, both RWSC and Developer recognize the terms of this contract are subject to all the terms and conditions of the contract between the City of Corpus Christi and South Texas Water Authority as well as the contract between South Texas Water Authority and RWSC, and incorporate the terms of each of said contracts by reference into the instant contract; and

WHEREAS, Developer desires to obtain a commitment from RWSC to supply water to a subdivision, as hereinafter described, which Developer has platted; and RWSC desires to supply water to such subdivision under the terms and conditions as hereinafter stated.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, RWSC agrees to supply water under the terms and conditions and for the considerations hereinafter set forth, to-wit:

1. From and after the effective date of this agreement specified in paragraph 5 below, Developer shall have the right to have water supplied to Developer's subdivision by RWSC in Kleberg County, Texas at a point described and depicted in Exhibit "A", attached hereto and incorporated herein by reference.
2. Water provided by RWSC shall be exclusively used within the service area described in Exhibit "A", referred to above. Developer warrants and certifies that the described area within which said subdivision lies neither wholly nor partially within the jurisdictional area of an existing city, municipal corporation, water improvements district or water control and improvement district which have a prior right to supply water to the subdivision, but are situated completely within the boundaries of South Texas Water Authority and within the area served by RWSC.
3. RWSC makes no guaranty that water will be available at any particular time or place; it being fully understood by both parties hereto that the ability of RWSC to supply water is subject to its contract with South Texas Water Authority which is subject to South Texas Water

Authority's contract with the City of Corpus Christi for the supply of water, all terms of both agreements being herein incorporated by reference, and that this instrument is merely an agreement to allow withdrawal of water from the system operated by RWSC, when and if same is present and available.

4. As a precedent to RWSC having a duty to supply water to Developer's subdivision, Developer must:

- (a) meet all flood plain, platting and subdivision requirements of the contract between the City of Corpus Christi and South Texas Water Authority and the contract between South Texas Water Authority and RWSC as well as local city, county, state or federal ordinances or laws and by the Federal Grant and Loan Agreements of which South Texas Water Authority and RWSC are subject as shall be specified by RWSC;
- (b) make a deposit sufficient as determined solely by RWSC, to pay for the oversizing of the line(s) and/or increased pumping capacity necessary to service the subdivision as reasonably required when fully developed as platted; such deposit to be made prior to the servicing of said subdivision. Upon Developer having met all requirements, including payment for the increased capacity of the water system as stated hereinabove, RWSC shall have the duty to provide water to the subdivision to the extent of the increased capacity, as needed by the subdivision. If at the end of seven (7) years from the date water service first became available to the subdivision, such increased capacity is not being fully utilized for service of the subdivision, from such

time RWSC, South Texas Water Authority or the respective assigns of either, shall have the right to allocate the use of such excess capacity for other customers.

Developer, during such seven (7) year period shall not be entitled to the exclusive use of such increased capacity unless or until all of the increased capacity is actually required in order to serve the subdivision or development.

(c) submit for RWSC review and approval, all plans and specifications for water improvements within the development prior to construction. The Developer shall conform with all material and construction specifications of South Texas Water Authority and RWSC for water system improvements within the development prior to construction.

(d) notify RWSC prior to the beginning of construction of the water distribution system within the subdivision so that RWSC may inspect the work in progress.

(e) upon completion of construction of the water distribution system within the subdivision, submit as-built drawings and dedicate the water system improvements and an easement twenty feet (20') in width (or ten feet [10'] if the easement is adjacent to a public road or street) conforming to the outlines of the water distribution system as reflected by the said plat and as-built drawings, to RWSC or its assigns after final inspection and approval by an authorized representative of RWSC.

5. This agreement shall not be considered effective or a binding obligation against RWSC until Developer has made all deposits and met all requirements called for by this Agreement.

6. Subject to Developer's duty to pay for the increased capacity of the line as stated hereinabove, RWSC will provide water service to the boundary line of the subdivision. Developer shall be financially responsible for the construction of the water distribution system within the subdivision.
7. RWSC will neither accept the dedication of the water system improvements nor provide water to the subdivision unless at the time of the dedication by Developer, Developer also submits to RWSC on forms supplied by RWSC, an affidavit executed by each contractor and subcontractor who has either supplied materials or labor to Developer for the construction, that contractor or subcontractor has been paid for the work performed, as well as an affidavit by Developer that Developer has paid for all work and materials supplied for the construction of the water system improvements.
8. Developer shall have no right to sell water to purchasers of lots within the subdivision and understands and agrees that each property owner within the subdivision will sign an individual water service contract with RWSC, or its assigns, before water service will be provided to the property owner desiring service.
9. Any expansion of the subdivision beyond the boundaries as shown by the plat attached hereto as Exhibit "B" will require that the Developer enter into a new water supply and development standards contract with RWSC, or its assigns, containing generally the same provisions as the instant contract.

10. RWSC reserves the right to designate the point at which Developer will have the right to tie into the RWSC water system.

11. In further consideration of RWSC's agreement to provide water to the boundary line of the subdivision, Developer warrants and covenants that:

- a. Developer is the owner of record of the land described in the plat attached hereto as Exhibit "B".
- b. The name of the subdivision is Skye Estates, Replat of Tract 1, Lukefahr Addition.
- c. The entire land contained within the subdivision and for which Developer enters into this Water Supply and Development Contract is described on a subdivision plat attached hereto as Exhibit "B".
- d. The land contained within the subdivision is held by Developer under deed recorded in the Deed Records of the Kleberg County Clerk's office as follows: Cabinet II, Envelope 257
- e. All taxes which are liens on the land at the date hereof have been paid.
- f. There (are) (are not) any encumbrances or liens against the land. (Specify encumbrances, if any.) List Lien holder(s).

12. Developer will indemnify and save RWSC harmless from any and all claims or demands whatsoever to which RWSC may be subjected by reason of any injury to any person or damage to any property resulting from or in any way connected with any and all actions and activities (or failure to act) of Developer under this contract. Developer shall be solely responsible for obtaining any permits or easements for the use of land owned by others, if necessary for the construction and installation of the water system improvements within the subdivision. However, nothing in this agreement shall be construed as authorizing Developer to obligate RWSC in any manner related to the installation and construction of any equipment, materials or water system improvements either within or without the subdivision. Developer further hereby releases RWSC and agrees to hold it harmless from any and all claims that Developer has or may have against RWSC for any reason whatever resulting from the agreement to use water obtained from RWSC, and RWSC makes no representation as to the quality of such water, other than it shall be potable.

13. No assignment of this agreement in whole or in part for any purpose shall be made or granted by Developer without the prior written consent of RWSC.

14. This contract may be changed or modified only with the written consent of Developer and the governing body of RWSC. Such modification may be requested by either party, but shall not in any event be effective until approved by the Board of Directors of RWSC.

15. This contract shall be subject to all valid rules, regulations and laws applicable hereto, past, or in the future, promulgated by the United States of America, the State of Texas, and any

other governing body or agency having lawful jurisdiction, or any authorized representative or agency of them.

16. If RWSC should be prevented, wholly or in part, from fulfilling its obligation to supply water to the boundary of the subdivision, by reason of any act of God, unavoidable accident, acts of enemy, strikes, fires, floods, conservation of water for those with superior and legal rights to such water, governmental restraint or regulation, or other causes of force majeure, or by reason of circumstances reasonable beyond its control, then the obligation of RWSC to deliver water to Developer's subdivision, as hereinabove provided, shall be temporarily suspended during continuation of such force majeure. No damage shall be recoverable by Developer from RWSC by reason of the temporary suspension of delivery of water due to any of the causes above mentioned. If RWSC's obligations shall be affected by any such causes, RWSC shall promptly notify Developer in writing, giving full particulars of such force majeure as soon as possible after the occurrence of the cause or causes relied upon.
17. It is agreed by the parties hereto that this instrument contains in writing all of the agreements between the parties hereto and nothing (except those things required by law) not incorporated herein or by reference shall be binding on the parties.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in several counterparts, each a copy of which so executed shall be considered as an original by the respective duly authorized representatives, this the 14th day of January, 2026

Vicki L. Benys

By: Vicki L Benys
4B Endeavors, LLC.
DEVELOPER

RICARDO WATER SUPPLY CORPORATION

By: _____

Exhibit "A"

Property Description-Metes and Bounds

Being lots 1R, 2R, 3R, 4R, and 5R of Tract 1, a replat of Tract 1 of LUKEFAHR ADDITION to the city of Kingsville, Kleberg County, Texas as recorded in Plat Cabinet II, Envelope 257, Map Records, Kleberg County, Texas. Situated approx. 9.0 miles Southeast of Kingsville, Kleberg County, Texas.

Exhibit B

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ATTACHMENT 3

Resolution 26-01

RICARDO WATER SUPPLY CORPORATION

Resolution 26-01

RESOLUTION AUTHORIZING THE RICARDO WATER SUPPLY CORPORATION
PRESIDENT TO ENTER INTO A WATER SUPPLY AND DEVELOPMENT
CONTRACT WITH VICKI L. BENYS/4B ENDEAVORS, DEVELOPER.

WHEREAS, Vicki L. Benys/4B Endeavors has approached the Corporation requesting that water service be provided to Skye Estates Subdivision, and

WHEREAS, Vicki L. Benys/4B Endeavors has met Kleberg County subdivision requirements and has paid the pro rata share of the improvements to the Corporation's water system to service the subdivision, and

WHEREAS, it is in the Corporation's best interest to enter into this Development Contract with Vicki L. Benys/4B Endeavors.

NOW, THEREFORE, BE IT RESOLVED that the Ricardo Water Supply Corporation hereby authorizes the Board President to execute a Water Supply and Development Contract with Vicki L. Benys/4B Endeavors, on behalf of the Corporation.

Duly adopted this 27th day of January, 2026.

BALDEMAR GARCIA, PRESIDENT

ATTEST:

OLIVER HINOJOSA, SECRETARY/TREASURER