



REGULAR CITY COUNCIL MEETING

April 10, 2023 at 6:00 PM

City Council Chambers
1600 Avenue M, Hondo, TX

AGENDA

Notice is hereby given that a Regular City Council Meeting of the governing body of the City of Hondo will be held April 10, 2023 at 6:00 p.m. in the City Council Chambers, City Hall at 1600 Avenue M, Hondo, Texas, for the purpose of discussing matters incident and related to the City of Hondo. The following items will be discussed, to-wit:

The public may also access the meeting remotely through video/conference from your computer, tablet or smart phone at: <https://boxcast.tv/channel/aetaajdf64jalxx20o9a>

Persons may submit questions or comments for items on the agenda by email to: sreyes@hondo-tx.org. Questions or comments submitted by email must be received by the city at least 1 hour prior to the scheduled start of the meeting in order to be presented to the City Council during the meeting

1. Call to order.
2. Quorum check.
3. Invocation by Pastor J. Paul Bruhn, First Methodist Church.
4. Pledge of Allegiance.
5. Citizens'/Public Comments: *Persons who desire to address the City of Hondo City Council will be received at this time. Those persons wishing to speak should complete a Public Comment Form and submit it to the City Secretary prior to the meeting. If the speaker wishes to comment on a particular agenda item, then the speaker should indicate such item(s) to on the form. Public comment is limited to 3 minutes per speaker. Speakers must conduct themselves in a civil manner. In accordance with the Texas Open Meetings Act, the City of Hondo City Council cannot deliberate or take action on items not listed on the meeting agenda.*

PRESENTATIONS

6. City Manager's Report.
7. Public Works Report.

CONSENT

8. Discuss and consider approving the minutes from March 27, 2023. (SueAnn Reyes)

OTHER BUSINESS

9. Discuss and consider Resolution 401-23 amending the City of Hondo Personnel Manual modifying the prohibition on relatives working in the same department for certain positions. (Lora Socarras)
10. Discuss and consider adoption of the Hondo Pool rules and regulations. (Lora Socarras)
11. Discuss and consider action regarding a contract with Prominence Painting and Remodeling LLC, for exterior painting of the Rick Taylor Recreation Center. (Lora Socarras)
12. Discuss and consider appropriate action regarding the proposed closure and landscaping of the existing baby pool. (Lora Socarras)
13. Discussion and possible action regarding 18" Sewer Line Emergency Repair. (Rene Saenz)
14. Discussion and possible action regarding financing taxiway improvements. (Scott Albert & Ryan Elder)
15. Discussion and possible action regarding a Resolution 402-23 suspending for 45 days the effective date proposed by CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas – South Texas Division, in its application filed on or about March 2, 2023, and authorizing, the city's participation in a coalition of cities known as the Alliance of CenterPoint Municipalities to evaluate, through Special Counsel whether the data and calculations are correct in the CenterPoint rate application. (Scott Albert)
16. Discussion regarding the City's code for regulating noise. (Brett Williams and Bobby Vela)
17. Discussion regarding outdoor burning within the City limits. (Brett Williams and Bobby Vela)

EXECUTIVE SESSION

- 18 Executive Session: The City Council of the City of Hondo may convene in Executive Session in accordance with the Texas Open Meetings Act, Texas Government Code:

Section 551.071(1) (A) and (2) (Consultations with Attorney) and Section 551.072 (Deliberations about Real Property), Section 551.074 (Personnel Matters), Section 551.076 (Deliberations about Security Devices), or Section 551.087 (Deliberations Regarding Economic Development Negotiations); Section 551.086 (Meeting concerning municipally owned utility-competitive matters);

- a. Discussion regarding a forensic investigation concerning the various employees who received pay adjustments and title changes during the tenure of Interim City Manager Brian Valenzuela. (Alan Nelson)
 - b. Discussion regarding the evaluation and duties of the City Manager. (Mayor McAnelly)
19. Discuss and consider appropriate action on items resulting from Executive Session.
20. Adjourn.

ATTEST:

SueAnn Reyes, TRMC
City Secretary

The City Council of the City of Hondo reserves the right to convene in Executive Session in accordance with the Texas Open Meetings Act, Texas Government Code: Section 551.071 (Consultations with Attorney), Section 551.072 (Deliberations about Real Property), Section 551.074 (Personnel Matters), Section 551.076 (Deliberations about Security Devices), or Section 551.087 (Deliberations Regarding Economic Development Negotiations) on any of the above items.

NOTICE OF ASSISTANCE AT PUBLIC MEETINGS

The City of Hondo City Council Meetings is available to all persons regardless of disability. If you require special assistance, contact the City Secretary forty-eight (48) hours prior to the meeting time at 830-426-3378.

Public Works Department

City Council Update

April 10, 2023

- I. Ave. V infrastructure update: Paving / Chip Seal
- II. 2023 TXDOT “Safe route to schools” Funding update
- III. Downtown Sidewalk project (Phase 1) update:



City Council Communication

Title: Discuss and consider approving the minutes from March 27, 2023. (SueAnn Reyes)

Date: April 10, 2023

From: Sue Ann Reyes

INFORMATION:

Approval of minutes from the March 27, 2023 Regular City Council meeting.

FINANCIAL IMPACT:

None

STAFF RECOMMENDATION:

Approval of minutes.

MOTION:

Motion to approve the minutes from the March 27, 2023 regular City Council meeting.

ATTACHMENTS:

1. 03-27-2023 Minutes Draft

STAFF CONTACTS:

SueAnn Reyes, TRMC
City Secretary

MINUTES
CITY OF HONDO
REGULAR CITY COUNCIL MEETING
March 27, 2023 at 6:00 p.m.

1. Called the meeting to order.
Mayor McAnelly called the meeting to order at 6:00 p.m.
2. Quorum check.
Mayor John McAnelly, Mayor Pro Tem Bobby Vela, Council Member Jose “Porky” Ytuarte, Council Member Brett Williams, Council Member Wesley Huesser, Council Member John E. Villa.

Absent: None

Staff Present: City Manager Scott Albert, City Attorney Molly Solis, City Secretary Sue Ann Reyes, IT Network Administrator Josh Rodriguez, IT Support Specialist Adolfo Tellez, Public Information Officer Jamie Kindred, Public Works Director Rene Saenz, Director of Parks and Recreation Lora Socarras, Director of Aviation Ryan Elder, Development Services Director Jessica Carpenter, Chief Financial Officer Chris Hill, Police Chief Justin Soza

3. Invocation by Pastor Steve Peyton, St. Paul Lutheran Church.
4. Pledge of Allegiance.
5. Citizens’/Public Comments: *Persons who desire to address the City of Hondo City Council will be received at this time. Those persons wishing to speak should complete a Public Comment Form and submit it to the City Secretary prior to the meeting. If the speaker wishes to comment on a particular agenda item, then the speaker should indicate such item(s) to on the form. Public comment is limited to 3 minutes per speaker. Speakers must conduct themselves in a civil manner. In accordance with the Texas Open Meetings Act, the City of Hondo City Council cannot deliberate or take action on items not listed on the meeting agenda)*

PRESENTATIONS

6. City Manager’s Report. (Scott Albert)

City Manager Scott Albert reported that a new bill was filed in the state legislature that limited the transfer of electric revenue to the general fund if the transfer would result in a rate increase or financial deficit for the City’s electric utility. In addition, a municipal electric utility could not include revenue transfers to the general fund and their cost service. Costs in the general fund, such as administrative staff or audits could not be used in calculating what that rate would be for our electric utility. According to the state senator, the bill was not to ban all transfers, it was intended to eliminate excessive transfers. The Texas Public Power Association who represents the 72 municipally owned electric utilities across the state, and the Texas Municipal League notified state officials regarding their opposition to the bill. Mr. Albert stated he would be drafting a letter on behalf of the City in opposition of the bills along with State representatives Andrew Murr and Pete Flores. He stated he had a virtual meeting with the governmental representatives from CPS and they were going to continue working together to oppose the bill.

Mr. Albert also reported there was an EDC meeting on Thursday that would be covering a potential private investment into the airport, the EDC Director position and an update on the pool improvements and the taxiway at the airport.

Mr. Albert report the City had received some larger AMI meters and staff would start installing them sometime in May or June.

7. Public Works Report. (Rene Saenz)

Director of Public Works, Rene Saenz gave an update on the Water Tower Lighting Project. He stated he was meeting with Facility Solutions and asked if Council wanted the entire structure lit or just the bulb. Council agreed the consensus was to light up only the bulb. Mr. Saenz also reported the material received to repair New Fountain Road was contaminated and it would have to be removed and reinstalled. The road will be shut down while the repairs are being made and staff would notify residents when that will take place. Mr. Saenz stated the CDBG Sidewalk Project contract was awarded to the lowest bidder and staff would be sending out letters to the business owners when the project was ready to start. Mr. Saenz also reported staff would be starting with a sewer line on Avenue V. He stated he was working with Freese and Nichols on the planning, bidding and the construction engineering proposal and would present to Council once they were complete.

CONSENT

8. Discuss and consider approving the minutes from March 13, 2023. (SueAnn Reyes)

Councilman Williams stated item eight should read compensation study instead of comprehensive study.

Council Member Villa made a motion to approve the minutes with correction from March 13, 2023; seconded by Council Member Ytuarte. The motion carried by the following vote: AYE: Vela, Ytuarte, Williams, Huesser, Villa. NAY: None. ABSTAIN: None. ABSENT: None.

OTHER BUSINESS

9. Discuss and consider approving the Annual Comprehensive Financial Report (Audit) FY2022. (Chris Hill & Chris Pruitt, PB&H)

Chief Financial Officer Chris Hill introduced Chris Pruitt with PG&H who presented the highlights of the financial audit report on file. Mr. Hill also stated the City received the GFOA Certificate of Achievement of Excellence in Finance Reporting.

Council Member Vela made a motion to approve the the Annual Comprehensive Financial Report; seconded by Council Member Ytuarte. The motion carried by the following vote: AYE: Vela, Ytuarte, Williams, Huesser, Villa. NAY: None. ABSTAIN: None. ABSENT: None.

10. Hold a public hearing and reconsider a request from Gilbert Sandoval, for a Specific Use Permit to allow for a Tattoo/Body Piercing Parlor to be located at 1208 18th Street Hondo, TX 78861. The legal description being, Hondo Block 15 Lot 7 & 8 in part. In accordance with the Unified Development Code, Chapter 3, Section 3.12.3. Any person, firm or corporation, either as landowner or tenant, may request the use of property which requires a Specific Use Permit. A Specific Use Permit may be granted after application has been properly made and a public hearing before the Planning and Zoning Commission and the City Council has been conducted. (Jessica Carpenter)

Director of Development Services Jessica Carpenter explained the item was not a public hearing but it was to reconsider. The public hearing had already taken place, a motion was made with no second, therefore it died and Mr. Sandoval was requesting it be reconsidered.

Councilman Villa asked if the item had been presented to the Planning and Zoning Commission again. Ms. Carpenter stated in consultation with the City Attorney the approval from Planning and Zoning was upheld. Council agreed to reconsider the item.

Ms. Elena Villareal, 1307 10th Street, stated she was there to request the Council grant the opportunity for Mr. Sandoval to open his tattoo and piercing business on 18th Street. She stated the location was a prime location and promoted positive opportunities for business growth. Ms. Villareal stated in the Hondo Anvil previously it stated the Council expressed concern regarding approving the permit for Mr. Sandoval due to possible illicit activity and alcohol use. However, the Council approved a permit for a new bar, Hondo Beer Market, located just around the corner at 1701 Avenue M. Such a concern of illicit activity is speculation and in reality could be said about any business regardless of the nature of the business. If there was a reason for concern It could be directed at the opening of the Hondo Beer Market which was in the same location where a gentleman was badly assaulted a year ago and unfortunately passed away. By granting Mr. Sandoval the opportunity for the permit, Council would be helping promote growth as they have done for all the other businesses in the area. Mr. Sandoval was beyond capable of running a successful business and had the expertise and knowledge needed. This was his dream and his livelihood.

Raul Ytuarte, 1307 Avenue E, stated he and his wife owned the building where Mr. Sandoval was proposing to open his business. Mr. Sandoval wanted to bring his profession to town. Folks were going to look for tattoos in San Antonio so why not keep it local. A vape shop was considered and approved inside the City limits by the Council to sell products he felt were not used for tobacco. He stated Mr. Sandoval was going to do everything legally and he was asking Council to consider and approve his request.

Gilbert. Sandval, 1703 Avenue B, stated he was just trying to help the community and open up another business in Hondo. He was raised in Hondo and his kids were raised in Hondo as well. He asked that Council let him open up his business which would also contribute to the other businesses around him.

Councilman Ytuarte recused himself from discussion.

Councilman Vela asked if the special downtown district had been started. Mr. Albert stated it was part of the comprehensive plan which would be brought to Council within the next couple of months. Staff would start to develop a specific downtown business district that would outline the uses and regulations.

Councilman Villa stated he did not know what the issue was with Mr. Sandoval having a tattoo parlor at the location just because it was above a place that sold alcohol.

Councilman Vela asked about the hours of operation and Ms. Carpenter clarified the hours were noon to 10 p.m. and that it was illegal to tattoo anyone who was intoxicated or under the influence. Mr. Sandoval had complied with all state health codes measures in his application packet. He was compliant as far as state standards, operational hours and operational procedurals.

Councilman Vela asked how the alcohol aspect was monitored. Ms. Carpenter stated it was absolutely prohibited to tattoo somebody under the influence. Councilman Vela also asked about

the parking. Ms. Carpenter stated it was a downtown corridor district so parking was not something that was standard per retail, strip mall or standard shopping centers. There was public parking in the timeframe during Mr. Sandoval's business hours on the right away and there was back alley parking. The public could also park a little farther away and along 18th Street and walk.

Councilman Williams stated he thought Mr. Sandoval was a respectable person with a talent but that this was the downtown district of Hondo and he wanted to see it as a family friendly environment. He felt that was not a family friendly type of business and neither was a bar or a vape shop which he voted against. He stated it was not the person and he respected people who wanted to go out and do that type of work but that he just wanted to see a more family friendly environment in the downtown area where there were shops and children could come to. Not a bunch of bars and stuff like that. He realized that opinion was not shared by everyone but that was why he was not for it.

Council Member Villa made a motion to approve a Specific Use Permit to allow for a Tattoo/Body Piercing Parlor to be located at 1208 18th Street Hondo, TX 78861; seconded by Council Member Vela. The motion carried by the following vote: AYE: Vela, Villa, McAnelly. NAY: Williams, Huesser. ABSTAIN: Ytuarte. ABSENT: None. With there being a tie Mayor McAnelly voted in favor of the motion.

11. Discussion and possible action regarding a proposal from Gallagher to conduct a comprehensive compensation and benchmarking study. (Scott Albert & Erik Smetana)

City Manager Scott Albert stated during the last budget meeting, \$50,000.00 was set aside for a compensation study. Staff asked for proposals and got one response from Gallagher. Staff was going to present it to Council in September however Council asked staff to focus on a different project. The proposal was written in September but the fees and the timetables remained the same.

Erik Smetana with Gallagher gave an overview of the proposal on file noting market analysis and a salary structure. He stated other than the dates and timing nothing else was modified. He stated the study itself would be conducted primarily virtually and the cost was \$47,500.00.

Council Member Ytuarte made a motion to authorize the City Manager to execute a proposal from Gallagher to conduct a comprehensive compensation and benchmarking study not to exceed \$50,000.00; seconded by Council Member Vela. The motion carried by the following vote: AYE: Ytuarte, Vela, Williams, Huesser. NAY: Villa. ABSTAIN: None. ABSENT: None.

12. Discuss and consider the 18th Street Sidewalk Project. (Second Phase) (Rene Saenz)

Director of Public Works Rene Saenz stated phase one sidewalk project was funded by CDBG from Avenue M, 17th Street and Avenue K and would be ADA compliant. Phase II would cost \$28,710.00 for the engineering proposal and the construction would cost \$320,627.32 for a total of \$349,337.31. The additional sidewalk project included work on 18th Street from Avenue K to N.

Council Member Vela made a motion to authorize the City Manager to execute a proposal from TRC Engineering for the additional sidewalk project; seconded by Council Member Ytuarte. The motion carried by the following vote: AYE: Ytuarte, Vela, Williams, Huesser, Villa. NAY: None. ABSTAIN: None. ABSENT: None.

The City Council of the City of Hondo convened into executive session at 7:03 p.m.

EXECUTIVE SESSION

13. Executive Session: The City Council of the City of Hondo may convene in Executive Session in accordance with the Texas Open Meetings Act, Texas Government Code:

Section 551.071(1) (A) and (2) (Consultations with Attorney) and *Section* 551.072 (Deliberations about Real Property), *Section* 551.074 (Personnel Matters), *Section* 551.076 (Deliberations about Security Devices), or *Section* 551.087 (Deliberations Regarding Economic Development Negotiations); *Section* 551.086 (Meeting concerning municipally owned utility-competitive matters);

- a. Discussion regarding private investment in and around the airport property. (Scott Albert & Peter Kirsch)
- b. Discussion regarding Hondo Creek Farm. (Scott Albert & Patrick Lindner)
- c. Discussion regarding Cemetery Business and Master Plan Proposal by LEES+Associates. (Lora Socarras)
- d. Update regarding C.H.A.S.M.Fest negotiations. (Lora Socarras)
- e. Discussion regarding the residential demolition permit for 413 16th Street. (Bobby Vela)
- f. Discussion regarding the annual performance evaluation of the City Manager. (Mayor McAnelly)

The City Council of the City of Hondo reconvened into regular session at 10:42 p.m.

14. Discuss and consider appropriate action on items resulting from Executive Session.

No Action.

15. Adjourn.

Council Member Williams made a motion to adjourn; seconded by Council Member Vela. The motion carried by the following vote: AYE: Ytuarte, Vela, Williams, Huesser, Villa. NAY: None. ABSTAIN: None. ABSENT: None.

PASSED AND APPROVED THIS 10th DAY OF APRIL 2023.

JOHN McANELLY, JR., MAYOR

ATTEST:

SueAnn Reyes, TRMC
City Secretary



City Council Communication

Title: Discuss and consider Resolution 401-23 amending the City of Hondo Personnel Manual modifying the prohibition on relatives working in the same department for certain positions.
(Lora Socarras)

Date: April 10, 2023

From: Lora Socarras

INFORMATION:

During the recent efforts to fill the City's seasonal positions, staff has received applications from several individuals that are either related to each other or related to other staff members in the department. The City's current personnel policy, Section 3.07 contains language that reads as follows:

- *No individual will be employed in the same department or under the direct supervision of his/her relative, nor may an employee directly supervise his/her Relative, as the term Relative is defined in this policy.*

Staff recommends that this language be amended to read as follows:

- *No individual will be employed in the same department or under the direct supervision of his/her Relative, nor may an employee directly supervise his/her Relative, as the term Relative is defined in this policy. Notwithstanding the above, individuals employed as Temporary Employees under Section 5.01 on a seasonal basis will not be subject to the prohibition against working in the same department, but shall remain prohibited from supervising a relative and/or employment under the direct supervision of his/her relative.*

This proposed change would allow for more individuals to apply for the City's seasonal positions. The wording of the resolution has been reviewed and approved by the City Attorney.

FINANCIAL IMPACT:

None

STAFF RECOMMENDATION:

Staff recommends that City Council approve Resolution 401-23 amending the City of Hondo Personnel Manual modifying the prohibition on relatives working in the same department for certain positions.

MOTION:

City Council motion to approve Resolution 401-23 amending the City of Hondo Personnel Manual modifying the prohibition on relatives working in the same department for certain positions.

ATTACHMENTS:

1. Draft Resolution Amending Personnel Policy for Seasonal

STAFF CONTACTS:

Lora Socarras, Director of Parks and Recreation

RESOLUTION NO. _____

**A RESOLUTION AMENDING THE CITY OF HONDO PERSONNEL MANUAL
MODIFYING THE PROHIBITION ON RELATIVES WORKING IN THE SAME
DEPARTMENT FOR CERTAIN POSITIONS.**

WHEREAS, the City Council of Hondo adopted the City of Hondo Revised Personnel Manual on February 13, 2017 which outlined the rules for employees to follow for all personnel matters; and

WHEREAS, the City Council of Hondo wishes to modify the current City of Hondo Revised Personnel Manual for its City employees regarding the prohibition on related employees working in the same department by providing an exception to the prohibition for certain employees; and

WHEREAS, the amendments to the Personnel Manual are in the best interest of efficiency and effectiveness of the City to serve all of Hondo city employees;

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HONDO:

SECTION 1. AMENDMENT. Section 3.07, "Employment of Relatives" of the City of Hondo Revised Personnel Manual is amended so that it shall read as follows:

3.07 EMPLOYMENT OF RELATIVES

No individual will be employed in the same department or under the direct supervision of his/her Relative, nor may an employee directly supervise his/her Relative, as the term Relative is defined in this policy. Notwithstanding the above, individuals employed as Temporary Employees under Section 5.01 on a seasonal basis will not be subject to the prohibition against working in the same department, but shall remain prohibited from supervising a relative and/or employment under the direct supervision of his/her relative.

SECTION 2. NO CHANGE TO OTHER POLICIES. The remainder of City of Hondo Revised Personnel Manual shall remain unchanged by the Amendments outlined in Section 1.

SECTION 3. REPEALER. All ordinances, resolutions, parts of ordinances or resolutions in conflict herewith are expressly repealed.

SECTION 4. SEVERABILITY. If any section, subsection, sentence, clause or phrase of this Resolution is for any reason held to be unconstitutional or illegal, such decision shall not affect the validity of the remaining sections of this Resolution. The City Council hereby declares that it would have passed this Resolution, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared void; and that in lieu of each clause or provision of this Resolution that is invalid, illegal,

or unenforceable there be added by the Mayor as necessary with the approval of the City Attorney as to form, and as a part of the Resolution a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

SECTION 5. EFFECTIVE DATE. This Resolution shall become effective upon the adoption of this Resolution.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF HONDO, TEXAS, THIS ____th DAY OF APRIL, 2023.

ATTEST:

_____, MAYOR

CITY SECRETARY



City Council Communication

Title: Discuss and consider adoption of the Hondo Pool rules and regulations. (Lora Socarras)

Date: April 10, 2023

From: Lora Socarras

INFORMATION:

In order to ensure a safe and fun environment for the City's pool patrons this upcoming pool season, Staff has prepared an update to the Hondo Pool rules and regulations. The recommended general pool regulations are generally the same as in previous years with the exception of about three changes, which include a requirement for adult supervision in the pool for groups of 10 children or more, the implementation of a clear bag policy to replace the bag search requirement that was enforced last year, and a prohibition on vaping in addition to smoking within pool property.

The proposed pool rules for this season are as follows:

1. Appropriate swim wear is required.
2. Parents/ guardians are responsible for watching children at all times.
3. Must be 13 or older and complete a swim test to enter the facility without a parent/guardian
4. Children under 13 must be accompanied by a parent/guardian at least 17 years of age.
5. NO/PUSHING/DUNKING/HORSE PLAY allowed in the pool or on deck
6. No running at anytime
7. No carrying people on shoulders
8. No throwing people in water
9. No flips, back dives or splash dives from the edge of the pool
10. No diving in less than 5 feet water depth
11. Do not hang or play on ropes
12. No foul language
13. Flotation (arm floats, float suits, life jackets, etc.) may only be used with parent/guardian supervision and must be coast guard approved.
14. Do not hang on or around the lifeguard stands
15. No outside food or drink allowed
16. Children that are not potty trained must wear a swim diaper.
17. Clear Bag policy (in line with HISD bag requirements for extra-curricular activity venues)
18. Groups of ten or more must have adequate supervision in/out of pool (1 adult per 10 children in pool)
19. No alcohol
20. No glass container
21. No smoking or vaping

The following rules are also proposed for large daycare groups and camps who plan to attend the pool this season:

1. All children coming with daycare will need to be pre-registered.
2. Children coming with day care must be of school age. (Pre-k and up)
3. A swimming test will be given to assess the child/children's ability to swim in different areas of the pool. Child/ children will be given a wrist band after determining their swimming abilities that gives them access to different areas of the pool (deep end, shallow end, etc.).

City Staff recommends that City Council approve the Hondo Pool rules and regulations as listed above, and we look forward to a fun and safe pool season.

FINANCIAL IMPACT:

None

STAFF RECOMMENDATION:

City Staff recommends that City Council approve the Hondo Pool rules and regulations as listed above.

MOTION:

City Council motion to approve the Hondo Pool rules and regulations as listed above.

ATTACHMENTS:

None

STAFF CONTACTS:

Lora Socarras, Director of Parks and Recreation
Mindi Gilliam, Pool Manager



City Council Communication

Title: Discuss and consider action regarding a contract with Prominence Painting and Remodeling LLC, for exterior painting of the Rick Taylor Recreation Center. (Lora Socarras)

Date: April 10, 2023

From: Lora Socarras

INFORMATION:

During the January 23, 2023, City Council Meeting, City Council approved expenditure of Economic Development Funds for proposed maintenance projects at the City of Hondo's Rick Taylor Recreation Center as recommended by the City's Economic Development Council and City Staff. Staff has worked diligently over the past couple of months to organize the project scope. To ensure compliance with state procurement laws, and to expedite the project as much as possible, Staff has elected to propose use of a TIPS (The Interlocal Purchasing System) contractor. The City of Hondo is a member of TIPS which allows the City to expedite the procurement process for projects such as this. The Request for Quotes was publicized through TIPS to three different TIPS approved contractors and two responses were received.

At the recommendation of the City's consulting project manager, 4T Partnership LLC, Staff has elected to recommend Prominence Painting and Remodeling LLC, to prime, caulk, and paint the exterior of the Recreation Center building. Prominence Painting and Remodeling's project estimate, and TIPS documentation are attached for City Council's reference. Staff hereby recommends that City Council authorize the City Manager to enter into a contract with Prominence Painting and Remodeling, LLC for the painting of the Recreation Center as attached in an amount not to exceed \$104,900.00.

FINANCIAL IMPACT:

The proposed contract with Prominence Painting and Remodeling would be an amount not to exceed \$104,900.00. The funds for this project were approved by EDC and City Council to be paid out of the Economic Development Fund as part of the Rick Taylor Recreation Center Maintenance Project.

STAFF RECOMMENDATION:

Staff recommends that City Council authorize the City Manager to enter into a contract with Prominence Painting and Remodeling, LLC for the painting of the Recreation Center as attached in an amount not to exceed \$104,900.00.

MOTION:

City Council motion to authorize the City Manager to enter into a contract with Prominence Painting and Remodeling, LLC for the painting of the Recreation Center as attached in an amount not to exceed \$104,900.00.

ATTACHMENTS:

1. Prominence Painting & Remodeling Proposal
2. Draft CSA Rec Center Exterior Painting, Prominence

STAFF CONTACTS:

Estimate

for

Glenn Calvert

2144051053



3574 NE County Road 0190
Powell, TX 75153
2145412410

Estimate No. 572 Issued on Mon Jan 9, 2023

Qty	Name	Description	Rate	Amount	Tax
1	Exterior work	602 Harper Street Hondo, TX 78861 Exterior will be power wash, removing dirt and dust (not responsible for cleaning windows after wash) Scrape all areas needed and spot prime Close all open gaps with 40 year caulk All windows, front and back doors will be cover to prevent over spray Paint metal beam by front entrance with DTM Paint front sign Paint exterior building with Elastomeric paint Apply two coats Clean up	\$104,900.00	\$104,900.00	NON
			tax	\$0.00	
			estimated total	\$104,900.00	

Signature:

Signature Date:

THANK YOU for considering Prominence Painting & Remodeling

If these items meet your approval, automatically [approve this estimate now!](#)

QUESTIONS? CONTACT US

prominencepainting05@gmail.com
2145412410

TERMS & CONDITIONS

We accept payment by check, cash and credit. Please send checks to our main address or call with credit card info.

NOTE:

**STANDARD FORM AGREEMENT
BETWEEN OWNER AND CONTRACTOR**

THIS AGREEMENT is dated as of _____, 2023 by and between **the City of Hondo** (hereinafter called "**OWNER**") and Prominence Painting and Remodeling, LLC (hereinafter called "**CONTRACTOR**").

OWNER and CONTRACTOR, in consideration of the covenants hereinafter set forth, agree as follows:

Article 1. WORK.

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

City of Hondo Recreation Center Exterior Painting Project as listed in the attached Exhibit Documents.

OWNER and CONTRACTOR hereby affirm that this purchase/contract was solicited through The Interlocal Purchasing System (TIPS), a cooperative purchasing program, authorized by City of Hondo Purchasing Policy Section 3, Subsection E, and as authorized by Chapter 271, Subchapter F, Texas Local Government Code.

Article 2. CONSULTING ENGINEER AND OWNER'S REPRESENTATIVE.

The Project is a cosmetic maintenance project, which will not require a consulting engineer. OWNER'S Representative shall be Scott Albert, City Manager or his designee.

Article 3. CONTRACT TIMES.

The Work will be completed within **60 calendar days** after the date when the Contract Time Requirements commence to run as provided herein.

Article 4. CONTRACT AMOUNT.

OWNER shall pay CONTRACTOR for completion of the Work, in accordance with the Contract Documents, an amount in current funds equal to the sum of the amounts determined to be due and owing pursuant to the Request for Quotes and any subsequent Change Orders and Change Directives thereto.

Article 5. CHANGES.

No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the OWNER. The CONTRACTOR shall not execute change orders on behalf of the City or otherwise alter the financial scope of the Project.

CONTRACTOR acknowledges that the Contract Amount may not exceed \$104,900.00. The City Manager or his delegate may approve a written change order provided the change order does not bring the revised contract amount over the budgeted project amount, and provided the sum of all change orders does not exceed 25% of the original contract amount.

Article 6. PAYMENT PROCEDURES.

Applications for Payment will be processed by the OWNER'S Representative or his designee.

OWNER shall make progress payments on account of the Contract Amount on the basis of CONTRACTOR'S Applications for Payment as recommended by OWNER'S Representative or CONSULTING ENGINEER. Upon final completion and acceptance of the work, OWNER shall pay the remainder of the Contract Amount as recommended by OWNER'S Representative.

Article 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda, if any, listed in Article 8) and the other related data identified in the Request for Quote Documents.

CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, or furnishing of the Work.

CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Legal Requirements that may affect cost, progress, performance, and furnishing of the Work including, without limitation (1) the location, condition, layout and nature of the Project site and surrounding areas including all access requirements, hoisting requirements and conditions, and site logistics; (2) generally prevailing climatic conditions; (3) anticipated labor supply and costs; (4) availability, logistics, and cost of materials, tools and equipment; (5) any applicable policies, procedures, rules and restrictions of Owner relating to construction on the real property; (6) applicable laws; (7) executive orders by local, State of Texas, or federal government authorities relating to COVID-19; and (8) other similar issues.

CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents, are not warranted or represented in any manner by Owner to accurately show the conditions at the Site, and may not be complete for CONTRACTOR'S purposes. CONTRACTOR acknowledges that OWNER and CONSULTING ENGINEER do not assume and expressly disclaim any responsibility for the accuracy or completeness of the information and data shown or indicated in the Contract Documents with respect to subsurface conditions or Underground Facilities at or contiguous to the Site or CONTRACTOR'S interpretation of such information and data. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary research, examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performance and furnishing of the Work at the Contract Amount, within the Contract Time Requirements and in accordance with the other terms and conditions of the Contract Documents.

CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports, and Drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

CONTRACTOR has given OWNER'S Representative written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by OWNER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

CONTRACTOR hereby agrees that the following terms, conditions, verifications, certifications, and representations apply to and are incorporated into this Agreement for all purposes:

1. With respect to providing Services hereunder, CONTRACTOR shall comply with any applicable Equal Employment Opportunity and/or Affirmative Action ordinances, rules, or regulations during the term of this Agreement.
2. Pursuant to Texas Local Government Code Chapter 176, CONTRACTOR shall submit a signed Texas Ethics Commission ("TEC") Conflict of Interest Questionnaire ("CIQ") at the time CONSULTANT submits this signed Agreement to CITY OF HONDO. TEC Form CIQ and information related to same may be obtained from TEC website by visiting <https://www.ethics.state.tx.us/forms/conflict/>. If CONTRACTOR certifies that there are no Conflicts of Interest, CONTRACTOR shall indicate so by writing name of CONTRACTOR'S firm and "No Conflicts" on the TEC Form CIQ.
3. If CONTRACTOR is a privately held entity, then pursuant to Texas Government Code Section 2252.908 and the rules promulgated thereunder by the TEC, CONTRACTOR shall submit a completed and signed TEC Form 1295 with a certificate number assigned by the TEC to CITY at the time CONTRACTOR submits this signed Agreement to CITY. TEC Form 1295 and information related to same may be obtained from TEC website by visiting <https://www.ethics.state.tx.us/filinginfo/1295/>. CONTRACTOR agrees and acknowledges that this Agreement shall be of no force and effect unless and until CONTRACTOR has submitted said form to CITY, if and to the extent such form is required under Government Code § 2252.908 and the rules promulgated thereunder by the TEC.
4. As required by Chapter 2271, Texas Government Code, CONTRACTOR hereby verifies that CONTRACTOR, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, does not boycott Israel and will not boycott Israel through the term of this Agreement. The term "boycott Israel" in this paragraph has the meaning assigned to such term in Section 808.001 of the Texas Government Code, as amended.
5. Pursuant to Chapter 2252, Texas Government Code, CONTRACTOR represents and certifies that, at the time of execution of this Agreement, neither CONTRACTOR, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, is engaged in

business with Iran, Sudan, or any terrorist organization, and is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 or 2252.153 of the Texas Government Code.

6. As required by Chapter 2274, Texas Government Code, CONTRACTOR hereby verifies that CONTRACTOR, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, does not boycott energy companies, and will not boycott energy companies during the term of this Agreement. The term “boycott energy companies” in this paragraph has the meaning assigned to such term in Section 809.001 of the Texas Government Code, as amended.
7. As required by Chapter 2274, Texas Government Code, CONTRACTOR hereby verifies that CONTRACTOR, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, (i) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and (ii) will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The term “discriminate against a firearm entity or trade association” in this paragraph has the meaning assigned to such term in Section 224.001(3) of the Texas Government Code, as amended.
8. Pursuant to Chapter 2274, Texas Government Code, in the event that the Work includes direct or remote access to or control of critical infrastructure, CONTRACTOR represents and certifies that CONTRACTOR, including a wholly owned subsidiary, majority owned subsidiary, parent company, or affiliate of same, is not owned by or the majority of stock or other ownership interest of CONTRACTOR is not held or controlled by (i) individuals who are citizens of China, Iran, North Korea, Russia, or any country designated as a threat to critical infrastructure by the governor under Section 2274.0103 of the Texas Government Code (“Designated Country”), (ii) a company or entity, including a governmental entity, that is owned or controlled by citizens of or directly controlled by a Designated Country; or (iii) headquartered in a Designated Country. The term “critical infrastructure” in this paragraph has the meaning assigned to such term in Section 2274.0101 of the Texas Government Code, as amended.

Article 8. CONTRACT DOCUMENTS.

The Contract Documents are comprised of the following:

1. This Agreement.
2. Exhibits to this Agreement:
 - Exhibit A: Contractor’s Quote (including any addenda issued)
 - Exhibit B: Davis Bacon Wage Rates
 - Exhibit C: Insurance Requirements
 - Exhibit D: Contractor’s Certificate of Insurance
3. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached thereto: All written Change Orders or Field Work Directives.

There are no Contract Documents other than those listed in this Article. The Contract Documents may only be amended, modified, or supplemented by change order.

Article 9. INDEMNITY PROVISIONS.

EACH OF THE PARTIES HERETO SPECIFICALLY AGREES THAT IT HAS A DUTY TO READ THIS AGREEMENT, THE GENERAL, SPECIAL, AND SUPPLEMENTAL CONDITIONS, IF ANY, AND ALL OTHER CONTRACT DOCUMENTS AND AGREES THAT IT IS CHARGED WITH NOTICE AND KNOWLEDGE OF THE TERMS OF THIS AGREEMENT AND ALL CONTRACT DOCUMENTS; THAT IT HAS IN FACT READ THIS AGREEMENT AND ALL CONTRACT DOCUMENTS AND IS FULLY INFORMED AND HAS FULL NOTICE AND KNOWLEDGE OF THE TERMS, CONDITIONS AND EFFECTS OF THIS AGREEMENT; THAT IT HAS HAD THE OPPORTUNITY TO BE REPRESENTED BY INDEPENDENT LEGAL COUNSEL OF ITS CHOICE PRECEDING ITS EXECUTION OF THIS AGREEMENT AND HAS RECEIVED OR VOLUNTARILY CHOSEN NOT TO RECEIVE THE ADVICE OF ITS ATTORNEY IN ENTERING INTO THIS AGREEMENT; AND THAT IT RECOGNIZES THAT CERTAIN TERMS OF THIS AGREEMENT AND THE CONTRACT DOCUMENTS RESULT IN ONE PARTY ASSUMING THE LIABILITY INHERENT IN SOME ASPECTS OF THE TRANSACTION AND RELIEVING THE OTHER PARTY OF ITS RESPONSIBILITY FOR SUCH LIABILITY. EACH PARTY HERETO AGREES AND COVENANTS THAT IT WILL NOT CONTEST THE VALIDITY OR ENFORCEMENT OF ANY EXCULPATORY PROVISION OF THIS AGREEMENT ON THE BASIS THAT THE PARTY HAD NO NOTICE OR KNOWLEDGE OF SUCH PROVISION OR THAT THE PROVISION IS NOT "CONSPICUOUS".

Article 10. MISCELLANEOUS.

CONTRACTOR certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Article 10:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the quote process or in the Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the quote process or the execution of the Contract to the detriment of OWNER, (b) to establish quote or Contract prices at artificial noncompetitive levels, or (c) to deprive OWNER of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Respondents, with or without the knowledge of OWNER, a purpose of which is to establish quote prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the quote process or affect the execution of the Contract.

No assignment by a party hereto of any rights or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

OWNER and CONTRACTOR each binds itself, its officers, directors, shareholders, partners, members, successors, assigns, and legal representatives to the other party hereto, its officers, directors,

shareholders, partners, members, successors, assigns and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

Any provision or part thereof of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions or parts thereof shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision or part thereof.

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. Duplicate copies of duly executed and delivered counterparts of this Agreement shall be deemed to have the same full force and effect as originals and may be relied upon as such. Notwithstanding the foregoing, OWNER and CONTRACTOR agree that this Agreement may be executed using electronic signatures at the option and in the discretion of OWNER, and, in such event, the provisions of the Uniform Electronic Transaction Act, Chapter 332, Texas Business and Commerce Code, as amended, and any applicable policies and procedures of OWNER regarding electronic signatures shall apply.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement.

This Agreement will be effective on _____, 2023, (which is the effective date of the Agreement).

OWNER: City of Hondo

By: _____
Scott Albert, City Manager

Attest: _____
Sue Ann Reyes, City Secretary

Address for giving notices:
City of Hondo
Attn: City Manager
1600 Avenue M
Hondo, TX 78861

(Signatures continue on next page)

CONTRACTOR: Prominence Painting and Remodeling, LLC

By: _____

Attest: _____

Address for giving notices:

END OF SECTION

EXHIBIT A
CONTRACTOR'S QUOTE

DRAFT

EXHIBIT B
DAVIS BACON WAGE RATES

DRAFT

EXHIBIT C
INSURANCE REQUIREMENTS

A. CONTRACTOR'S LIABILITY INSURANCE.

1. Without limiting any of the other obligations or liabilities of the Contractor under the Contract Documents, the Contractor shall purchase and maintain, during the term of the Contract and at the Contractor's own expense, the minimum liability insurance coverage described below with companies duly authorized or approved to do business in the State of Texas and otherwise satisfactory to the Owner. Contractor shall also require each Subcontractor performing work under the Contract, at the Subcontractor's own expense, to maintain during the term of the Contract levels of insurance that are necessary and appropriate for the Work performed, which levels of insurance comply with all applicable laws. The Subcontractor's liability insurance shall name the Contractor and the Owner as additional insureds by using endorsement CG 20 26 or broader. Certificates of insurance complying with the requirements prescribed herein which show the existence of each policy, together with copies of all policy endorsements showing the Owner as an additional insured, shall be delivered to the Owner, before any Work is started. Contractor shall promptly furnish, upon the request of and without expense to the Owner, a copy of each policy required, including all endorsements.
- 1.1 Workmen's Compensation and Employer's Liability. This insurance shall protect the laborer, and insure the CONTRACTOR, and insulate the additional insureds, against all claims under applicable Texas workmen's compensation laws. The additional insureds shall also be protected under an Employer's Liability policy against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a workmen's compensation law. This Employer's Liability policy shall include an "all states" endorsement.

Mandatory TWCC Rule 28 TAC Sect. 110.110 Adapted Language

(A) Definitions:

Certificate of coverage ("certificate") - A copy of a certificate of insurance, or a coverage agreement, showing statutory workers' compensation insurance coverage for the person's or entity's (CONTRACTOR's) employees providing services on this public works Project, for the duration of this Project.

"Duration of the Project" - includes the time from the beginning of the Work on this Project until the CONTRACTOR's/person's Work on this Project has been completed and accepted by the OWNER.

"Persons providing services on the Project" ("subcontractor" in § 406.096) - includes all persons or entities performing all or part of the services the CONTRACTOR has undertaken to perform on this Project, regardless of whether that person contracted directly with the CONTRACTOR and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on this Project.

"Services" - include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to this Project.

(B) The CONTRACTOR shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements

of Texas Labor Code, § 401.011(44) for all employees of the CONTRACTOR providing services on this Project, for the duration of this Project.

(C) The CONTRACTOR must provide a certificate of coverage to the OWNER prior to being awarded the Contract.

(D) If the coverage period shown on the CONTRACTOR'S current certificate of coverage ends during the duration of this Project, the CONTRACTOR must, prior to the end of the coverage period, file a new certificate of coverage with the OWNER showing that coverage has been extended.

(E) The CONTRACTOR shall obtain from each person providing services on this Project, and provide to the OWNER:

(1) a certificate of coverage, prior to that person beginning Work on this Project, so the OWNER will have on file certificates of coverage showing coverage for all persons providing services on this Project; and

(2) no later than seven (7) calendar days after receipt by the CONTRACTOR, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of this Project.

(F) The CONTRACTOR shall retain all required certificates of coverage for the duration of this Project and for three (3) years thereafter.

(G) The CONTRACTOR shall notify the OWNER in writing by certified mail or personal delivery, within ten (10) calendar days after the CONTRACTOR knew or should have known, of any change that materially affects the provision of coverage of any person providing services on this Project.

(H) The CONTRACTOR shall post on this Project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on this Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

(I) The CONTRACTOR shall contractually require each person with whom it contracts to provide services on this Project, to:

(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, § 401.011(44) for all of its employees providing services on this Project, for the duration of this Project;

(2) provide to the CONTRACTOR, prior to that person beginning Work on this Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on this Project, for the duration of this Project;

(3) provide the CONTRACTOR, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of this Project;

(4) obtain from each other person with whom it contracts, and provide to the CONTRACTOR:

(a) a certificate of coverage, prior to the other person beginning Work on this Project; and

(b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of this Project;

(5) retain all required certificates of coverage on file for the duration of this Project and for three (3) years thereafter;

(6) notify the OWNER in writing by certified mail or personal delivery, within ten (10) calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on this Project; and

(7) contractually require each person with whom it contracts, to perform as required by clauses (I)-(1-7) of this subparagraph, with the certificates of coverage to be provided to the person for whom they are providing services.

(J) By signing this Contract or providing or causing to be provided a certificate of coverage, the CONTRACTOR is representing to the OWNER that all employees of the CONTRACTOR who will provide services on this Project will be covered by workers' compensation coverage for the duration of this Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier. Providing false or misleading information may subject the CONTRACTOR to administrative penalties, criminal penalties, civil penalties, or other civil actions.

(K) The CONTRACTOR's failure to comply with any of these provisions is a breach of Contract by the CONTRACTOR which entitles the OWNER to declare the Contract void if the CONTRACTOR does not remedy the breach within ten (10) calendar days after receipt of notice of breach from the OWNER.

The liability limits shall not be less than:

- Workmen's compensation Texas Statutory Limits
- Employer's Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

1.2 Commercial General Liability Insurance, Including Personal Injury Liability, Independent Contractor's Liability, Products and Completed Operations and Contractual Liability covering, but not limited to, the liability assumed under the indemnification provisions of this Contract, fully insuring Contractor's (or Subcontractor's) liability for injury to or death of the Owner's employees and third parties, and for damage to property of third parties, with a combined bodily injury (including death) and property damage minimum limit of \$1,000,000 per occurrence, \$2,000,000 annual aggregate. If coverage is written on a claims-made basis, coverage shall be continuous (by renewal or extended reporting period) for no less than 60 months following completion of the contract and acceptance of work by the City. Coverage, including any renewals, shall have the same retroactive date as the original policy applicable to the Project. The Owner shall be named as additional insureds by using endorsement CG 20 26 or broader.

The general liability policy shall include coverage extended to apply to completed operations and XCU hazards. The Completed Operations coverage must be maintained for a minimum of one (1) year after final completion and acceptance of the Work, with evidence of same filed with Owner. The policy shall include an endorsement CG2503 amendment of limits (designated project or premises) in order to extend the policy's limits specifically to the project in question.

1.3 Business Automobile Liability Insurance, covering owned, hired and non- owned vehicles, with a combined bodily injury (including death) and property damage minimum limit of \$1,000,000 per occurrence. Such insurance shall include coverage for loading and unloading hazards.

2. Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These certificates shall contain a provision that coverages afforded under the policies will not be cancelled, non-renewed, or materially changed until at least thirty (30) days prior written notice has been given to the Owner. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment. Information concerning reduction of coverage shall be furnished by the Contractor to the Owner with reasonable promptness in accordance with the Contractor's information and belief.
3. If any insurance company for the Contractor, which company provides insurance required under the Contract Documents, becomes insolvent or becomes the subject of any rehabilitation, conservatorship, or liquidation or similar proceeding, the Contractor shall procure, immediately upon first notice of such occurrence and without cost to the Owner, replacement insurance coverage before continuing the performance of the Work at the Project. Any failure to provide such replacement insurance coverage shall constitute a material breach of the Contract.

B. PAYMENT AND PERFORMANCE BOND

1. In addition to the insurance described herein, the Contractor shall obtain at its expense, and maintain throughout the duration of the Project, a Performance and Payment Bond in the amount of \$100,000. Proof of bond acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. The Performance and Payment Bond shall contain a provision that it is irrevocable and will not be cancelled, non-renewed, or materially changed until at least thirty (30) days prior written notice has been given to the Owner or upon completion of the Project. 2. Loss of Use Insurance. The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor that it may now have or have in the future for loss or damage to Owner's property howsoever arising, including consequential losses due to fire or other hazards however caused.

3.The Contractor shall provide to the Owner a certificate of insurance evidencing all property insurance policies procured and all endorsements thereto before any exposure to loss may occur.

4.If any insurance company which provides insurance for the Contractor that is required under the Contract Documents becomes insolvent or becomes the subject of any rehabilitation, conservatorship, or liquidation or similar proceeding, the Contractor shall immediately cease the performance of the Work and shall procure, immediately upon first notice of such occurrence and without cost to the Owner, replacement insurance coverage before continuing the performance of the Work at the Project. Any failure to provide such replacement insurance coverage shall constitute a material breach of the Contract.

5.Partial occupancy or use shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall take no action without mutual written consent with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

C. POLICY ENDORSEMENTS AND SPECIAL CONDITIONS

1. Each insurance policy to be furnished by the Contractor shall address the following required provisions within the certificate of insurance, which shall be reflected in the body of the insurance contract and/or by endorsement to the policy:
 - 1.1 That the Owner shall be named as additional insureds on all liability coverages, using endorsement G 20 26 or broader. Where the Owner employs a Construction Manager on the Project, the Contractor and Subcontractor shall include the Construction Manager on all liability insurance policies to the same extent as the Owner is required to be named as additional insureds.
 - 1.2 That each insurance policy shall require that thirty (30) days prior to the expiration, cancellation, nonrenewal or any material change in coverage, a notice thereof shall be given to Owner. Contractor shall also notify Owner, within 10 days after receipt, of any notice of expiration, cancellation, nonrenewal or material change in coverage it receives from its insurer.
 - 1.3 That the term "Owner" or "City of Hondo" shall include all authorities, boards, bureaus, commissions, divisions, departments and offices of the Owner and the individual members, employees and agents thereof in their official capacities, while acting on behalf of Owner (the City of Hondo).
 - 1.4 That the policy phrase or clause "Other Insurance" shall not apply to Owner where Owner is an additional insured on the policy. The insurance coverage furnished by Contractor as required is considered to be primary insurance for purposes of the Project and the additional insureds named in the required policies.
 - 1.5 That all provisions of the Contract Documents concerning liability, duty and standard of care, together with the indemnification provision, shall, to the maximum extent allowable in the insurance market, be underwritten by contractual liability coverage sufficient to include such obligations with the applicable liability policies.
2. Concerning the insurance to be furnished by the Contractor, it is a condition precedent to acceptability that:
 - 2.1 All policies must comply with the applicable requirements and special provisions of this Article.

- 2.2 Any policy evidenced by a certificate of insurance shall not be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the insurance requirements set forth herein, and the Owner's decision regarding whether any policy contains such provisions, contrary to this requirement, shall be final.
- 2.3 All policies required are to be written through companies duly authorized and approved to transact that class of insurance in the State of Texas and that are otherwise acceptable to the Owner.
3. The Contractor agrees to the following special provisions:
- 3.1 The Contractor hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against the Owner, it being the intention that the insurance policies shall protect all parties to the Contract and be primary coverage for all losses covered by the policies. This waiver of subrogation shall be included, by endorsement or otherwise approved by the Owner.
- 3.2 Insurance companies issuing the insurance policies and the Contractor shall have no recourse against the Owner for payment of any premiums or assessments for any deductibles, as all such premiums and deductibles are the sole responsibility and risk of Contractor.
- 3.3 Approval, disapproval or failure to act by the Owner regarding any insurance supplied by the Contractor (or any Subcontractors) shall not relieve the Contractor of any responsibility or liability for damage or accidents as set forth in the Contract Documents. The bankruptcy, insolvency or denial of liability of or by the Contractor's insurance company shall likewise not exonerate or relieve the Contractor from liability.
- 3.4 The Owner reserves the right to review the insurance requirements during the effective period of this Contract and to adjust insurance coverages and their limits when deemed necessary and prudent by Owner based upon changes in statutory law, court decisions, or the claims history of the Contractor and the Subcontractors. The Contractor agrees to make any reasonable request for deletion, revision or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either party to this Contract or upon the underwriter of any such policy provisions). Upon request by the Owner, the Contractor shall exercise reasonable efforts to accomplish such changes in policy coverages, at the Owner's cost and expense.
- 3.5 No special payments shall be made for any insurance policies that the Contractor and Subcontractors are required to carry. All amounts payable regarding the insurance policies required under the Contract Documents must be included in the Contract Sum.
4. Any Insurance policies required herein may be written in combination with any of the other policies, where legally permitted, but none of the specified limits may be lowered or otherwise negatively impacted by doing so, nor may any of the requirements or special provisions of this Agreement be limited or circumvented by doing so.

EXHIBIT D
CONTRACTOR'S CERTIFICATE OF INSURANCE

DRAFT



City Council Communication

Title: Discuss and consider appropriate action regarding the proposed closure and landscaping of the existing baby pool. (Lora Socarras)

Date: April 10, 2023

From: Lora Socarras

INFORMATION:

During the initial progress on the Hondo Pool Maintenance Project, staff identified issues regarding the existing baby pool including ongoing maintenance problems and concerns regarding safety. Staff believes it prudent to close the existing baby pool as part of this year's maintenance project. This area of the pool may be viable for a future splash pad or other pool amenities that may be considered for future pool seasons.

For this season, Staff proposes to remove the existing fence and fill in the baby pool with landscaping. The City's existing pool maintenance contractor, BG Interpool, has provided a proposal to complete the baby pool closure in conjunction with the existing project. The proposal includes installation of weep holes for landscaping drainage, as well as plugging and abandoning the plumbing and electrical in place to allow for use in the future if the City does elect to utilize this area for a future splash pad project. The existing fencing would be relocated and repurposed to enclose the pool pump and chemical storage room areas.

The cost for the closure and landscaping is projected at \$7,700.00, which is proposed to be paid out of the existing budgeted Pool Maintenance budget line item. No budget amendment is required for this project. Staff is requesting City Council's approval prior to proceeding with closure of the pool to ensure that staff's actions are aligned with Council's direction regarding this matter.

FINANCIAL IMPACT:

The cost for the closure and landscaping is projected at \$7,700.00, which is proposed to be paid out of the existing budgeted Pool Maintenance budget line item. No budget amendment is required for this project.

STAFF RECOMMENDATION:

Staff recommends that City Council approve the closure of the baby pool as described.

MOTION:

City Council motion to approve the closure of the baby pool as described.

ATTACHMENTS:

1. Supporting Materials

STAFF CONTACTS:

Lora Socarras, Director of Parks and Recreation
Mindi Gilliam, Pool Manager

HONDO



THIS IS GOD'S COUNTRY

CITY COUNCIL

April 10, 2023

A photograph of an outdoor swimming pool with a blue slide on the left and a brick deck in the foreground. The pool water is calm, reflecting the sky and surrounding structures. A large, bold title is centered over the pool.

HONDO SWIMMING POOL

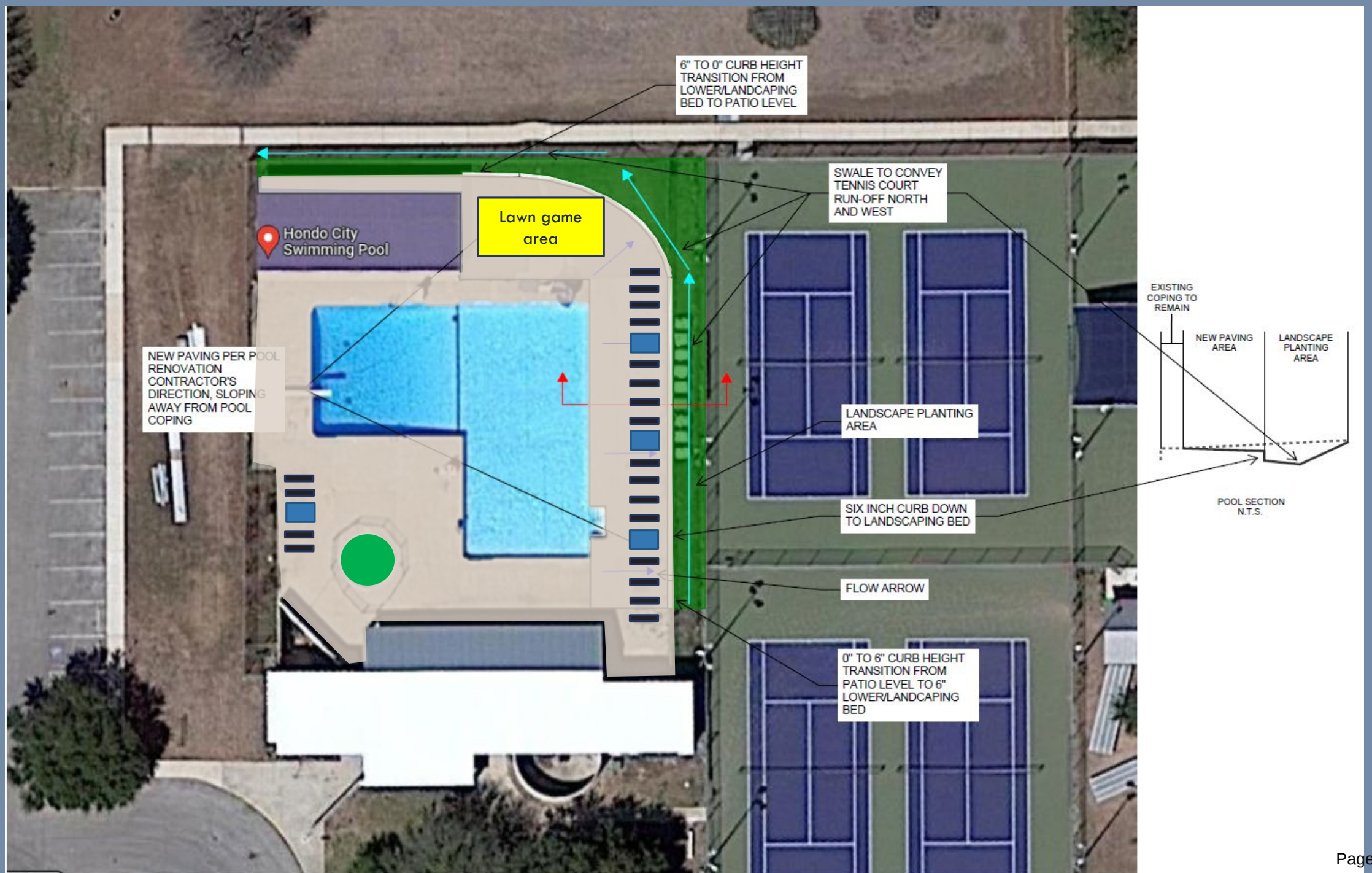


Hondo City
Swimming Pool











City Council Communication

Title: Discussion and possible action regarding 18" Sewer Line Emergency Repair. (Rene Saenz)

Date: April 10, 2023

From: Rene Saenz

INFORMATION:

A City of Hondo tractor was cutting the stormwater conveyance area known as Little Live Oak Creek (next to the National Guard Armory) and fell into an 18" sewer main line. Waste Water Treatment Plant Division was notified of the broken pipe and a contractor was called to assess and quote the work. The initial contractor quote was \$18,841.00 (03/03/23) to repair the broken pipe; City employees were to buy the materials and help to lower the construction cost. Once the contractor was on site and began exposing the sewer main, it notified the City that there were other sewer pipes that were cracked and broken along the same line (pictures enclosed). The contractor repaired 274 linear feet of 18" pipe of concrete pipe and replaced it with PVC. Because the grand total has surpassed the \$50K, and has exceeded what is allowed for City Manager to approve. The Emergency purchasing process in the Hondo Purchasing Policy and procedure page 16, requires emergency purchases to be presented to council if they are over \$50k. Although the initial quote was under \$50k, since the changes to the work required it to go over that amount it must be presented to council.

FINANCIAL IMPACT:

\$59,791.00 will be paid out as follows: (Materials)-Collection Maintenance line item, (labor) will be funded by the Sanitary Sewer improvements line item and the contingency funds line item.

STAFF RECOMMENDATION:

Staff recommends that Council approve the emergency repair price increase for the 18" sewer main repair project.

MOTION:

Motion to approve the emergency repair price increase of \$59,791.00 for the 18" sewer main repair.

ATTACHMENTS:

1. Sewer Line repair

STAFF CONTACTS:

Rene Saenz, Jr.
Public Works Director
rsaenz@hondo-tx.org

①

ALVIN E. STOCK CONTRACTORS, LLC

P.O. BOX 2512

(830)773-2291 · EAGLE PASS, TX 78853 · FAX: (830)773-2138

ghs@alvinstockllc.com

PROPOSAL

JOB NAME: 18" ACP Water Line Repair
CITY, STATE: Hondo, Texas
DATE: Friday, March 3, 2023

ITEM NO. DESCRIPTION

I.- SANITARY SEWER

1.- Expose 18" ACP **TOTAL: \$ 26,566.00**
2.- Install 18" Pvc Pipe

WITH MATERIAL

Notes: No Bypass Pumping
No Plugging
Plugging by City of Hondo.

II.- PRICE WITH OUT MATERIAL TOTAL: \$ 18,841.00

Notes: Material Has To Be Rated For Flow.
Bypass Pimping By City Of Hondo.
Plugging By City Of Hondo.

- materials ordered
through Ferguson waterworks
to be delivered to Treatment
plant.

- Need to order 15 yrd. of
sand for Dry of stent of
repair

- Need to coordinate start
date with contractor when
pipe is delivered.

Initial Cost

2

ALVIN E. STOCK CONTRACTORS, LLC

P.O. BOX 2512

(830)773-2291 · EAGLE PASS, TX 78853 · FAX: (830)773-2138

ghs@alvinstockllc.com

PROPOSAL

JOB NAME: 18" ACP Repair
CITY, STATE: Hondo, Texas
DATE: Tuesday, March 28, 2023

ITEM NO.	DESCRIPTION	QUANTITY
1.-	Remove & Dispose Existing 18" ACP	140.00
2.-	18" Pvc Pipe	140.00
3.-	Tie In To Existing	2.00

TOTAL PROJECT: \$ 28,143.00

Notes: Material By Owner

(3)

ALVIN E. STOCK CONTRACTORS, LLC

P.O. BOX 2512

(830)773-2291 · EAGLE PASS, TX 78853 · FAX: (830)773-2138

ghs@alvinstockllc.com

PROPOSAL

JOB NAME: 18" ACP Repair
CITY, STATE: Hondo, Texas
DATE: Tuesday, March 28, 2023

ITEM NO.	DESCRIPTION	QUANTITY
1.-	Remove & Dispose Existing 18" ACP	272.00
2.-	18" Pvc Pipe	272.00
3.-	Tie In To Existing	2.00

TOTAL PROJECT: \$ 47,500.00



Notes: Material By Owner

Materials to be
ordered Throgh
Ferguson Water Works
and delivered on
site

Sand to be ordered
Throgh Cuatro T
construction and delivered
on site

Alvin E. Stock Contractor, LLC
P.O. Box 2512
Eagle Pass, TX 78853-2512

Invoice:

397

(4)

(830) 773-2291

Sold
to

City of Hondo
1600 Avenue M
Hondo, TX 78861

Ship
to

MISCELLANEOUS
Hondo 18" ACP Repair
Hondo, TX 78861

<u>Account</u>	<u>P.O. Num</u>	<u>Ship Via</u>	<u>Ship Date</u>	<u>Terms</u>	<u>Invoice Date</u>	<u>Page</u>
CITYHOND				Net 30	4/5/23	1
<u>Item</u>	<u>Quantity</u>	<u>Description</u>		<u>Unit Price</u>	<u>Extended Price</u>	
1	1	1. Remove & Dispose Existing 18" ACP 2. 18" PVC Pipe 3. Tie in to Existing				
		From Proposal Dated 03/08/2023		47,500.00	47,500.00	

Req # 23-00899

* Emergency Repair
Final Bill
Labor Only

Subtotal 47,500.00

Total \$47,500.00

Rene Saenz

From: Rene Saenz II <rene.saenzjr@icloud.com>
Sent: Thursday, April 6, 2023 9:44 AM
To: Rene Saenz
Subject: West side 18" sewer main repair



Note:

As Contractor dug up the pipe to repair, he notified us that the break in the pipe was actually longer than expected. Contractor pointed out that pipe was broken at bottom. J



Rene Saenz



City Council Communication

Title: Discussion and possible action regarding financing taxiway improvements. (Scott Albert & Ryan Elder)

Date: April 10, 2023

From:

INFORMATION:

On May 23rd, 2022, the City Council approved a resolution authorizing the submittal of a grant application to the Texas Department of Transportation (“TXDOT”) for the rehabilitation of Airport Taxiway “A.” This particular pavement area needs immediate repair and is a potential FOC (Foreign Object Debris) concern for aircraft that taxi on it. The potential for an aircraft to ingest a piece of debris would be detrimental to the aircraft engine, potentially causing an AOG (Aircraft on Ground) situation and potentially hundreds of thousands in repairs. Please review the attached project pictures, which depict the concrete panels (highlighted in orange) that need to be removed and replaced.

Texas Department of Transportation is ready to request bids for the project, but they need the city to remit our match before soliciting bids.

The construction project cost is \$1,334,840, and funding will be provided through the following sources;

\$691,000.00	Federal Grant
598,840.00	City through EDC
32,000.00	ARPA
13,000.00	CRRSAA

Staff is requesting authorization from the City Council to spend \$600,000.00 from the general fund balance knowing that the EDC has agreed to reimburse the general fund. Staff is currently working with the EDC on the terms of a \$600,000 loan which principle and interest will be paid for through the airport budget.

The City must remit our share of the construction project cost to TX DOT by April 13.

FINANCIAL IMPACT:

The financial impact is \$1,334,840, with \$736,000 being paid for through grants and the remaining balance paid for initially through the general fund balance. The EDC has agreed to reimburse the general fund for this expenditure through a loan paid for through the Airport budget.

STAFF RECOMMENDATION:

Staff recommends the City Council authorize the expenditure of \$600,000 from the general fund balance for improvements to Taxiway A.

MOTION:

Motion to authorize staff to spend up to \$600,000 from the general fund for improvements to Taxiway A.

ATTACHMENTS:

1. Taxiway A photos
2. Resolution No. 387-22
3. TX DOT Letter

STAFF CONTACTS:

salbert@hondo-tx.org



Figure 2 - Zoom-in aerial of Taxiway A and surrounding airfield pavement from Google Earth 2022

Upon field investigation it was found that there are severe pavement degradation areas of existing Taxiway A. There are several locations where aggregate is exposed causing a safety concern to aircraft vehicles, particularly FOD. The airfield has several patch work locations where proposed concrete was placed, however Taxiway A is needed for an analysis and recommendations, as shown in Figure 3.

SECTION 1.0 INTRODUCTION

HDO is located west of the City of Hondo and about 50 miles west of San Antonio, Texas. The airport is a general aviation airport with various aircraft sizes. Figure 1 is an aerial photograph of the entire airfield. Taxiway A is located at the southernmost part across from Runway 17L-35R. Figure 2 displays a larger extent of Taxiway A and the surrounding features.



Figure 1 - The overall aerial of the airport from Google Earth 2022

Urban analyzed Taxiway A and the ancillary distressed concrete. It was determined upon field investigation that the ancillary concrete has poor structural condition. Therefore, Urban evaluated based on the budget for the full removal of ancillary concrete pavement both north and south of the scope limits. Figure 2 below shows the extent of Taxiway A and the ancillary distressed concrete.



Figure 3 - Severe distressed concrete near B-1 with patch work and exposed aggregate. (Site Visit 10/24/22)

The airport has significant concrete failure with severe cracking as shown in Figure 3. HDO has attempted to repair the exposed aggregate with patch work as shown in Figure 4. Patch work addressed the exposed concrete; however, the solution has not addressed the subbase or subgrade which is examined to be the problem.



Figure 4 - Concrete patch completed along Taxiway A (Site Visit 10/24/22)

There are certain areas along Taxiway A where vegetation has grown along the existing construction joints, as shown in Figure 5.



Figure 5 - Exposed vegetation looking northeast at intersection of Taxiway A and E (Site Visit 10/24/22)

The Federal Aviation Administration (FAA) Advisory Circular 150-5370-2G, “*Operational Safety on Airports During Construction*,” will be utilized upon future design to develop a Construction Safety and Phasing Plan (CSPP). The airfield will remain open to the public upon reconstruction of Taxiway A with adequate low-profile barricades. It is anticipated Taxiway A reconstruction is outside the Runway Safety Area (RSA), therefore the nearby runway does not need to be closed throughout construction; nor is night work a necessity.

The Federal Aviation Administration (FAA) Advisory Circular 150/5320-6G, “*Airport Pavement Design and Evaluation*,” was followed for the design. The FAA’s design program, FAARFIELD, v.2.0 was used for the thickness computations.

The technical approach to the pavement design consists of the following basic elements:

- **Geotechnical Investigation** – to obtain data on existing pavement and subgrade soil condition for the pavement designs from the investigation conducted by Arias.

- **Traffic Data Processing/Inputs** – to assemble and format data on aircraft utilization provided by HDO.
- **Pavement Design/Sensitivity Analysis** – to perform thickness designs for the required pavement structures and conduct sensitivity analyses using varying design inputs.

The report is organized to provide TxDOT with information on the following:

- **Governing Design Standards**
- **Pavement Design Inputs and Assumptions**
- **Sensitivity Study Results**

All analytical procedures utilized for this study conformed to documented FAA criteria for airfield pavement design. The observations, comments, and recommendations contained in this report have been prepared for the exclusive use of TxDOT and HDO for this project in accordance with generally accepted engineering practice. No other warranty is expressed or implied.

Performance of any engineering investigation is subject to many qualifications inherent to the practice of that profession and to the accuracy of data obtained. Although a reasonable effort was made to interpret data and correctly depict existing conditions, variations could exist between tested locations, and the historical documents provided by others could contain discrepancies.

RESOLUTION NO. 387-22

A RESOLUTION OF THE CITY OF HONDO AUTHORIZING A GRANT APPLICATION TO TEXAS DEPARTMENT OF TRANSPORTATION ("TXDOT") FOR THE REHABILITATION OF AIRPORT TAXIWAY "A"; DESIGNATING TXDOT AS CITY'S GRANT AGENT; AUTHORIZING CITY MANAGER TO EXECUTE GRANT DOCUMENTS; PROVIDING FOR SEVERABILITY AND DECLARING AN EFFECTIVE DATE.

* * * * *

WHEREAS, City of Hondo ("City") seeks to make certain improvements to the South Texas Regional Airport at Hondo (the "Airport") which generally includes rehabilitation of Taxiway "A" located at the south end of the Airport and described in **EXHIBIT "A"** (the "Project"); and

WHEREAS, City may request financial grant assistance from the Texas Department of Transportation ("TxDOT") to help defray the City's costs of the Project improvements; and

WHEREAS, the total estimated costs for the Project is \$1,243,300 and the TxDOT grant funding guidelines will require the City as "sponsor" of the Project to pay 10% of the total project costs and 100% of the costs in excess of \$691,002; and which results in the City's estimated contribution to be \$444,298, and

WHEREAS, the initial Project engineering and design costs are to be accomplished in Fiscal Year 2022 under project number CSJ 2215HONDO at an estimated cost of \$120,000, and

WHEREAS, the Project construction will be accomplished in Fiscal Year 2023 under project number CSJ 2315HONDO at a project estimated cost of \$1,123,300, of which the maximum TxDOT grant will pay is \$691,002.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HONDO, TEXAS, THAT:

SECTION 1. Authorization. The city council approves and authorizes the submission of a grant application to the Texas Department of Transportation ("TxDOT") for the proposed Project improvements. City designates TxDOT as its agent for the purposes submitting application(s), receiving and disbursing all grant funds for the Project improvements; and for the administration of contracts necessary for the implementation of these improvements

SECTION 2. Designated Representative. The city manager is authorized and directed to apply, accept, reject, alter, or terminate the Project grant on behalf of the City of Hondo.

a. The City Manager is authorized to execute such documents as may be reasonably necessary to submit a grant application for the Project to TxDOT.

b. Any prior documents and/or actions by undertaken by city staff, contractors, agents, and attorneys to submit the application for the Project to TxDOT are hereby ratified.

SECTION 3. Recitals. The city council finds the recitals contained in the preamble to this resolution are true and correct and incorporates them for all purposes.

SECTION 4. Severability. If any provision of this Resolution or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications hereof which can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are declared to be severable.

SECTION 5. Open Meetings. That it is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as a required by the Open Meetings Act, Chapter 551, Local Government Code.

SECTION 6. Effective Date. This resolution shall be in full force and effect from and after its passage.

PASSED AND APPROVED this 23rd day of May 2022.

John E. McAnelly, Jr.
Mayor

ATTEST:

Sue Ann Reyes, TRMC
City Secretary



125 EAST 11TH STREET, AUSTIN, TEXAS 78701-2483 | 512.463.8588 | WWW.TXDOT.GOV

INVOICE

March 28, 2023

Mr. Ryan Elder
Director of Aviation
City of Hondo
1600 Avenue M
Hondo, Texas 78861

RE: TXDOT Project No.: 2315HONDO
Fund Source: 19550

Dear Mr. Elder,

The current estimate for the above reference construction project is \$1,334,840. The Sponsors Share of the estimated cost is \$643,840. Please remit the Sponsors Share to an address shown below not later than April 13, 2023. We cannot advertise until the estimated sponsors share is received.

Texas Department of Transportation
ATTN: Tanya Rodriguez
P.O. Box 149001
Austin, Texas 78714

OR

Texas Department of Transportation
ATTN: Tanya Rodriguez
Finance Revenue- Accounts Receivable
6230 E. Stassney Lane
Austin, Texas 78744
(overnight address)

Or for **WIRING ONLY** use the following information:

Financial Institution: Austin Texas Comptroller Austin
Routing Number: 114900164
Account Number: Comptroller of Public Accounts Treasury Operations
Account Number to Credit: 463600001
Reference: TxDOT Aviation CSJ: 2315HONDO
Attention: 601-Texas Dept. of Transportation – Aviation division
Tanya Rodriguez

If you would like to use ACH- Automated Clearing House – please contact me for those instructions. It has a different routing account.

If you have any questions, need additional information, please contact me at 512/416-4504.

Sincerely,

Becky Vick
Grant Manager
cc: Tanya Rodriguez, Finance

OUR VALUES: People • Accountability • Trust • Honesty
OUR MISSION: Connecting You With Texas

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City Council Communication

Title: Discussion and possible action regarding a Resolution 402-23 suspending for 45 days the effective date proposed by CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas – South Texas Division, in its application filed on or about March 2, 2023, and authorizing, the city's participation in a coalition of cities known as the Alliance of CenterPoint Municipalities to evaluate, through Special Counsel whether the data and calculations are correct in the CenterPoint rate application. (Scott Albert)

Date: April 10, 2023

From: Scott Albert, City Manager

INFORMATION:

On or about March 2, 2023, CenterPoint filed for an increase in gas utility rates in accordance with the Gas Reliability Infrastructure Program (GRIP statute). CenterPoint's request to increase rates when approved by the Railroad Commission will result in an increase in the monthly customer charges as shown below:

Rate Schedule	Current Customer Charge Per Month	Proposed 2023 Interim Rate Adjustment	Total Charge Per Month
Residential	\$27.03	\$3.72	\$30.75
General Service Small	\$41.42	\$7.51	\$48.93
General Service Large	\$210.33	\$59.85	\$270.18

The City's ability to review and change the CenterPoint request to increase gas utility rates is limited. The filing from CenterPoint allows the utility to recover a return on capital expenditures made during the interim period between rate cases. The authority to review the filing by CenterPoint is solely with the Railroad Commission.

Although the City's ability to review and change CenterPoint's request is limited, the City should exercise our due diligence with regard to rate increases to ensure compliance with the requirements of the GRIP statute.

To exercise our due diligence, it is necessary for the city to suspend CenterPoint's proposed effective date (May 02) for implementing the new rates for forty-five days until June 15, 2023, so that the City can evaluate (through Special Counsel) whether the data and calculations are correct in CenterPoint's rate application.

Therefore, the staff is requesting the City Council approve the attached resolution suspending the date that the new gas rates could go into effect and authorize the City to join the Alliance of CenterPoint Municipalities (ACM) using Special Counsel (law firm Herrera Law & Associates) to evaluate GRIP filings on behalf of all the cities. Joining the alliance of municipalities and using Special Counsel to review CenterPoint's rate filing will not cost the city any funds. Mr. Herrera will review of the CenterPoint filing on behalf of Hondo and multiple other cities pro bono; please refer to the attached email from Mr. Herrera.

FINANCIAL IMPACT:

N/A

STAFF RECOMMENDATION:

Staff recommends the City Council approve the resolution suspending the effective date of the CenterPoint rate increase application.

MOTION:

Motion to approve the resolution suspending CenterPoint's proposed effective date for increasing gas rates.

ATTACHMENTS:

1. Resolution GRIP Filing 2023
2. Herrera Letter 041922
3. CenterPoint Letter 2023

STAFF CONTACTS:

salbert@hondo-tx.org

RESOLUTION NO. _____

A RESOLUTION BY THE CITY OF _____, TEXAS, ("CITY") RESPONDING TO THE APPLICATION OF CENTERPOINT ENERGY RESOURCES CORP., D/B/A CENTERPOINT ENERGY ENTEX AND CENTERPOINT ENERGY TEXAS GAS – SOUTH TEXAS DIVISION (CENTERPOINT), TO INCREASE RATES UNDER THE GAS RELIABILITY INFRASTRUCTURE PROGRAM; SUSPENDING THE EFFECTIVE DATE OF THIS RATE APPLICATION FOR FORTY-FIVE DAYS; AUTHORIZING THE CITY'S PARTICIPATION IN A COALITION OF CITIES KNOWN AS THE "ALLIANCE OF CENTERPOINT MUNICIPALITIES (ACM); REQUIRING THE REIMBURSEMENT OF COSTS; DETERMINING THAT THE MEETING AT WHICH THE RESOLUTION WAS ADOPTED COMPLIED WITH THE TEXAS OPEN MEETINGS ACT; MAKING SUCH OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND DECLARING AN EFFECTIVE DATE.

WHEREAS: on or about March 2, 2023, CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas – South Texas Division (CenterPoint or Company) filed for an increase in gas utility rates under the Gas Reliability Infrastructure Program ('GRIP'), resulting in a requested increase in the monthly customer charges as shown in the table below:

Rate Schedule	Current Customer Charge	Proposed 2023 Interim Rate Adjustment	Adjusted Charge	Increase Per Bill
R-2097-I-GRIP 2023; R-2097-U-GRIP 2023 Residential	\$27.03 per customer per month	\$3.72 per customer per month	\$30.75 per customer per month	\$3.72 per customer per month
GSS-2097-I-GRIP 2023; GSS-2097-U-GRIP 2023 General Service Small	\$41.42 per customer per month	\$7.51 per customer per month	\$48.93 per customer per month	\$7.51 per customer per month
GSLV-628-I-GRIP 2023; GSLV-628-U-GRIP 2023 General Service Large Volume	\$210.33 per customer per month	\$59.85 per customer per month	\$270.18 per customer per month	\$59.85 per customer per month

and

WHEREAS: the City has a special responsibility to exercise due diligence with regard to rate increases of monopoly utilities who operate within its boundaries; and

WHEREAS: the application to increase rates by CenterPoint is complex; and

WHEREAS: it is necessary to suspend the effective date for the increase in rates for forty-five days, so that the City can assure itself that the data and calculations in CenterPoint's rate application are correctly done, and whether CenterPoint's application otherwise conforms to the requirements of Texas Utilities Code § 104.301, commonly referred to as the GRIP statute; and

WHEREAS: the effective date proposed by CenterPoint is May 1, 2023, but a suspension by the City will mean that the rate increase cannot go into effect prior to June 15, 2023.

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

Section 1. That the statements and findings set out in the preamble to this resolution are hereby in all things approved and adopted.

Section 2. The City suspends the requested effective date by CenterPoint for forty-five days pursuant to the authority granted the City under Section 104.301 of the Texas Utilities Code. The City finds that additional time is needed in order to review the data and calculations that provide the basis for the rate increase application, and to determine whether CenterPoint's application otherwise conforms to the requirements of the GRIP statute.

Section 3. The City shall continue to act jointly with other cities that are part of a coalition of cities known as the Alliance of CenterPoint Municipalities (ACM).

Section 4. The City authorizes the law firm of Herrera Law & Associates, PLLC, to act on its behalf in connection with CenterPoint's application to increase rates.

Scott Albert

From: Alfred Herrera <aherrera@herreralawpllc.com>
Sent: Tuesday, April 19, 2022 12:35 PM
To: Scott Albert
Subject: Re: CenterPoint 2022 "GRIP" Filing

Given that we have close to zero opportunity to improve on the outcome (in light of the state of the law), we handle GRIP cases pro bono.

ARH
Alfred R. Herrera
Herrera Law & Associates, PLLC
P.O. Box 302799
Austin, TX 78703
4400 Medical Parkway
Austin, TX 78756
512-474-1492 (ofc)
512-653-6462 (mobile)
512-474-2507 (fax)

On Apr 19, 2022, at 12:26 PM, Scott Albert <salbert@hondo-tx.org> wrote:

Alfred

Please remind me how your compensated for your services related to the recent CenterPoint GRIP filing? What should the City of Hondo anticipate regarding costs for your services?

Scott L. Albert
City Manager
City of Hondo
1600 Ave. M
Hondo, TX. 78861
Office 830.426.3378
Fax 830-426-5189
salbert@hondo-tx.org

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From: Alfred Herrera <aherrera@herreralawpllc.com>
Sent: Sunday, March 27, 2022 9:25 AM



March 2, 2023

CenterPoint Energy
1111 Louisiana Street
Houston, TX 77002-5231
P.O. Box 2628
Houston, TX 77252-2628

Mayor and City Council
City of Hondo
Hondo, Texas

Hand-Delivered

Re: CenterPoint Energy 2023 Annual GRIP Adjustment for the South Texas Division

Dear Madam or Sir:

CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas ("CenterPoint" or the "Company"), files the tariffs and supporting documents in electronic form, with the City of Hondo ("City") consistent with Section 7.7101 of the Railroad Commission of Texas ("Commission") Gas Services Division Rules and Section 104.301 of the Texas Utilities Code to establish the annual gas reliability infrastructure program ("GRIP") interim rate adjustment ("IRA") for the Company's South Texas Division, which includes the City. The proposed IRA will affect rates for natural gas service customers located in the City. Simultaneously with this filing, CenterPoint makes the same GRIP filing with the Commission for customers located in the City's environs and cities of the South Texas Division that have ceded original jurisdiction to the Commission.

CenterPoint consistently supplies its customers in the South Texas Division with safe and dependable natural gas service by prudently investing in additions and upgrades to its delivery system. The Company will continue to prudently invest in its infrastructure in order to improve its natural gas service to its customers and to anticipate and meet their needs under all operating conditions. The GRIP program enables a gas utility such as CenterPoint to begin recovery of its incremental capital investment in the system, subject to a prudence review in its next rate case. This reduces regulatory lag and incentivizes needed investment. Consistent with Section 104.301 of the Texas Utilities Code and Commission precedent, the City's review of this GRIP filing is limited to a ministerial review to ensure compliance with the GRIP statute.

Pursuant to applicable law, the proposed IRA will become effective on May 1, 2023, unless the City suspends that date for a period of no longer than forty-five (45) days. The approved IRA will be applied to the monthly customer charge and will remain in effect until superseded by the earlier of (1) the effective date of the Company's next annual GRIP adjustment for the South Texas Division; or (2) the issuance of a final order in a rate setting proceeding for the South Texas Division.

As detailed in the attached schedules and supporting material, the Company invested \$68,292,974 in its South Texas Division in calendar year 2022, and the applicable IRA is:

Rate Schedule	Current Customer Charge	Proposed 2023 Interim Rate Adjustment	Adjusted Charge	Increase Per Bill
R-2097-I-GRIP 2023; R-2097-U-GRIP 2023 Residential	\$27.03 per customer per month	\$3.72 per customer per month	\$30.75 per customer per month	\$3.72 per customer per month
GSS-2097-I-GRIP 2023; GSS-2097-U-GRIP 2023 General Service Small	\$41.42 per customer per month	\$7.51 per customer per month	\$48.93 per customer per month	\$7.51 per customer per month
GSLV-628-I-GRIP 2023; GSLV-628-U-GRIP 2023 General Service Large Volume	\$210.33 per customer per month	\$59.85 per customer per month	\$270.18 per customer per month	\$59.85 per customer per month

Along with and in support of the proposed IRA, CenterPoint includes the following:

- (a) An earnings monitoring report showing the Company's earnings for the South Texas Division during the 2022 calendar year (under the "Earnings Monitoring Report" section of the enclosed filing).
- (b) An Interim Rate Adjustment Application containing accounting schedules and project reports for the GRIP Adjustment Period including a description of (i) the projects undertaken during the GRIP Adjustment Period (ii) the investment to provide utility service in the South Texas Division, which were both completed and placed in service during the GRIP Adjustment Period, (iii) the Company's prior utility investments in the South Texas Division that were either retired or abandoned during the GRIP Adjustment Period, and (iv) the cost, need and customers benefited by those investments and retirements located in IRAs 12, 13, 14 and 15 which are voluminous and are being provided in electronic form only.
- (c) The Company's calculations of the GRIP Adjustment amount to go into effect on the later of the Planned Effective Date or the end of any suspension period imposed (under the "Interim Rate Adjustment Application" section of the enclosed filing).
- (d) Affidavits by Kara Gostenhofer Ryan, Kimberly Middleton and Tal R. Centers, Jr. (under the "Affidavits" section of the enclosed filing).
 - Ms. Ryan's affidavit verifies (i) that the South Texas Division's books and records are kept in accordance with the rules of the Commission and (ii) that the reports enclosed accurately reflect the

South Texas Division's books and records related to the information in those reports.

- Ms. Middleton's affidavit verifies the notice of the GRIP filing through customer bill inserts.
- Mr. Centers' affidavit concerns the reimbursement of relocation expenses.

In addition, the source documentation and workpapers supporting the data and calculations contained in the foregoing reports is maintained in CenterPoint's electronic databases which are available for review. To schedule an opportunity to review the electronic databases or any hard copy project files related to the new investment or retirements, please contact me at (713) 207-5946.

Notice of this proceeding will be provided to affected customers in the South Texas Division by bill insert or by separate mailing within 45 days after the date of this filing in accordance with the applicable law.

Please accept for filing the above-mentioned tariffs, filing package and enclosures and return the enclosed copy of this letter with your file mark thereon to acknowledge such filings for our records. Instead of a binder with a hard copy of the filing, the Company has provided the equivalent in electronic form in the folder called Electronic Copy of Filing.

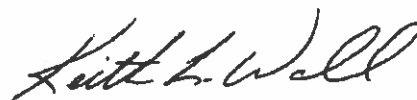
Although only the incorporated tariffs are applicable to the City, the Company has also included in its filing package both incorporated and unincorporated tariffs.

If the City takes any action regarding this filing, please send signed documents, such as, ordinances, resolutions and minutes to the following address:

Keith L. Wall
1111 Louisiana Street
CNP Tower 19th Floor
Houston, Texas 77002

Please do not hesitate to contact me with any questions you may have regarding this filing.

Sincerely,



Keith L. Wall
Director of Regulatory Affairs

City of Hondo
March 2, 2023
Page 4

Attachments

cc: Mr. Tal Centers
Mr. Mickey Moon
Ms. Gracy Rodriguez

DELIVERED TO:

Sueann Reyes, City Secretary of
NAME OFFICE (Mayor, City Secretary, etc.)

the City of Hondo on this 2nd day of March 2023.

Sueann Reyes
SIGNATURE





City Council Communication

Title: Discussion regarding the City's code for regulating noise. (Brett Williams and Bobby Vela)

Date: April 10, 2023

From: Scott Albert, City Manager

INFORMATION:

Councilman Williams would like to discuss the City's code for regulating noise.

FINANCIAL IMPACT:

N/A

STAFF RECOMMENDATION:

N/A

MOTION:

N/A

ATTACHMENTS:

1. Noise Code

STAFF CONTACTS:

N/A

§ 8.04.001. Definitions.

The word “person” as used in this article shall be construed to impart the singular and plural as the case demands, and shall include corporations, companies, societies, associations and churches.

(1995 Code, art. 7.400(e); 2009 Code, sec. 8.05.001)

§ 8.04.002. Penalty.

A violation of this article shall be considered a class C misdemeanor and shall be punishable by a fine in accordance with section 1.01.009 of this code. Each hour that the violation continues shall constitute a separate offense.

(1995 Code, art. 7.400(h); 2009 Code, sec. 8.05.002)

§ 8.04.003. Policy.

It is the express intent of the city to minimize the exposure of persons to excessive noise and to protect, promote and preserve the public health, comfort, convenience, safety and welfare. It is also the express intent of the city to control the level of noise in a manner which promotes commerce, protects the sleep and repose of citizens, promotes the use, value and enjoyment of property, and preserves the quality of the environment.

(1995 Code, art. 7.400(a); 2009 Code, sec. 8.05.003)

§ 8.04.004. General prohibition.

Any unreasonably loud, disturbing, irritating, or raucous noise which either exceeds the maximum permitted sound levels specified in section 8.04.007(1) or otherwise causes material distress, discomfort or injury to persons of reasonable nervous sensibilities and of ordinary tastes, habits, and modes of living, originating from a nearby property, is hereby declared to be a noise nuisance and is hereafter prohibited.

(1995 Code, art. 7.400(b); 2009 Code, sec. 8.05.004)

§ 8.04.005. Creation of noise near school or hospital.

No person, while on public or private grounds adjacent to any hospital or to any building in which a school or any class thereof is in session, shall willfully make or assist in the making of any noise or diversion which disturbs or tends to disturb the peace or good order of such school session, class, or hospital thereon.

(1995 Code, art. 7.400(c); 2009 Code, sec. 8.05.005)

§ 8.04.006. Specific noises prohibited.

The following acts, among others, are declared to be noise nuisances in violation of this article, but said enumeration shall not be deemed to be exclusive, to wit:

- (1) The playing of any radio, phonograph, compact disc player, amplifier, sound

system, musical instrument, or other machine or device for the production or reproduction of sound, on any private or public property in the city, and in such manner or with such volume, as to annoy or disturb the quiet, comfort or repose of persons of reasonable nervous sensibilities and of ordinary tastes, habits, and modes of living in any dwelling, hotel or other type of residence.

- (2) The use of any stationary loudspeaker or sound amplifier of such intensity that annoys and disturbs the quiet, comfort or repose of persons of reasonable nervous sensibilities and of ordinary tastes, habits, and modes of living in the immediate vicinity thereof.
- (3) The keeping of any animal or bird which by causing frequent or long-continued noise shall disturb the quiet, comfort or repose of any person of reasonable nervous sensibilities and of ordinary tastes, habits and modes of living in the immediate vicinity.
- (4) The continued or frequent sounding of any horn or signal device on any automobile, motorcycle, bus, streetcar or other vehicle except as a danger or warning signal; the creation by means of any such signal device of any unreasonably loud or harsh [sound; and the sounding of any such] device for any unnecessary and unreasonable period of time.
- (5) The discharge into the open air of the exhaust of any steam engine, stationary internal combustion engine, motor vehicle or boat engine except through a muffler or other device which will effectively prevent loud or explosive noises therefrom.
- (6) The use of any mechanical device operated by compressed air, unless the noise to be created is effectively muffled and reduced.
- (7) The erection, including excavation, demolition, alteration or repair work, of any building other than between the hours of 7 a.m. and 7 p.m. on weekdays, except in case of urgent necessity in the interest of the public safety and convenience, and then only by permit from the city council, which permit may be renewed by the council during the time the emergency exists.
- (8) The use of any drum, loudspeaker or other instrument or device for the purpose of attracting attention by the creation of noise to any performance, show or sale of merchandise, in such a way as to disrupt the quiet, comfort or repose of persons of reasonable nervous sensibilities.

(1995 Code, art. 7.400(d); 2009 Code, sec. 8.05.006)

§ 8.04.007. Factors in determination of violation; maximum sound levels.

In determining whether a noise is loud, unnecessary, unusual, or disrupts the quiet, comfort or repose of persons of reasonable nervous sensibilities, the following factors shall be considered:

- (1) Noises in excess of 80 decibels between 7 a.m. and 7 p.m., and 75 decibels between 7 p.m. and 7 a.m., as measured by a calibrated decibel meter, discernable at any

location beyond the property line of the property on which the noise is being generated, shall be deemed reasonably calculated to disrupt the comfort of persons of reasonable nervous sensibilities;

- (2) Proximity to residential properties;
- (3) Whether the noise is recurrent, intermittent, or constant;
- (4) Whether the noise has been enhanced in volume or range by any type of electronic or mechanical means; and
- (5) Whether the noise is subject to being controlled without unreasonable effort or expense to the creator thereof.

(1995 Code, art. 7.400(f); 2009 Code, sec. 8.05.007)

§ 8.04.008. Vibration.

It shall be unlawful for any person to create, maintain or cause any ground or airborne vibration which is perceptible without instruments at any point on any affected property adjoining the property or in the near vicinity of the property in which the vibration source is located.

(1995 Code, art. 7.400(g); 2009 Code, sec. 8.05.008)

§ 8.04.009. Exceptions.

This article shall not apply to:

- (1) Speech or other communication, of gathering with others to hear or observe such speech or communication, or of gathering with others to picket or otherwise express in a nonviolent manner a position on social, economic, political, or religious questions;
- (2) Noise generated at a scheduled stadium event by parade spectators and participants on the parade route during a city-permitted parade;
- (3) Noise generated by outdoor celebration participants sponsored or co-sponsored by the city for the general welfare of the public;
- (4) Noise produced solely for the purpose of encouraging citizen participation in elections;
- (5) Officers and employees of the city, the county, the state, the United States of America or any official governmental entity when such noise is being used by such officer or employee while engaged in his/her official duty.

(1995 Code, art. 7.400(i); 2009 Code, sec. 8.05.009)



City Council Communication

Title: Discussion regarding outdoor burning within the City limits. (Brett Williams and Bobby Vela)

Date: April 10, 2023

From:

INFORMATION:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

None

STAFF CONTACTS:



City Council Communication

Title: Discussion regarding a forensic investigation concerning the various employees who received pay adjustments and title changes during the tenure of Interim City Manager Brian Valenzuela. (Alan Nelson)

Date: April 10, 2023

From:

INFORMATION:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

None

STAFF CONTACTS:



City Council Communication

Title: Discuss and consider appropriate action on items resulting from Executive Session.

Date: April 10, 2023

From:

INFORMATION:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

None

STAFF CONTACTS: