

# HONDO

THIS IS GOD'S COUNTRY

## REGULAR CITY COUNCIL MEETING

April 13, 2026 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 13, 2026, 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 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: [jschneider@hondo-tx.org](mailto:jschneider@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.

The following items will be discussed, to-wit:

1. CALL TO ORDER.
2. QUORUM CHECK.
3. INVOCATION.
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) 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.*

### PRESENTATION

6. PRESENTATION BY RIK ADAMSKI WITH ASHE LIME REGARDING PROFESSIONAL COMPREHENSIVE PLANNING SERVICES FOR THE CITY OF HONDO.

### CONSENT

The Consent Agenda is considered self-explanatory and will be enacted by the Council with one motion. There will be no separate discussion of these items unless they are

removed from the Consent Agenda upon the request of the Mayor or a Council Member.

7. CONSIDERATION AND APPROVAL OF MARCH 23, 2026, REGULAR CITY COUNCIL MINUTES. (JULIE SCHNEIDER, CITY SECRETARY)
8. CONSIDERATION AND APPROVAL OF RESOLUTION 479-26 OF THE CITY COUNCIL OF THE CITY OF HONDO, TEXAS, ACCEPTING THE CLAIM OF UNCLAIMED PROPERTY FUNDS HELD BY THE TEXAS COMPTROLLER OF PUBLIC ACCOUNTS AND ASSOCIATED WITH THE ESTATE OF LOTTIE LORRAINE MAW FOR THE BENEFIT OF THE HONDO PUBLIC LIBRARY; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS AND DESIGNATE A REPRESENTATIVE; ESTABLISHING RESTRICTIONS ON THE USE OF SUCH FUNDS; AND PROVIDING AN EFFECTIVE DATE. (ELSIE PURCELL, LIBRARY)
9. CONSIDERATION AND APPROVAL OF LEE ANN YOUNG'S RE-APPOINTMENT TO THE CEMETERY ADVISORY BOARD. (MAYOR MCANELLY)
10. CONSIDERATION AND APPROVAL TO APPOINT THE CITY MANAGER, JOHN NARON AND ALTERNATE REPRESENTATIVE, JOHN MCANELLY TO SERVE ON THE MEDINA COUNTY PUBLIC UTILITY AGENCY BOARD OF DIRECTORS.

### **OTHER BUSINESS**

11. CONSIDERATION AND POSSIBLE ACTION ON A REQUEST TO APPROVE AN AGREEMENT WITH SITE INDUSTRIES LLC, DBA CEMSITES, FOR CEMETERY RECORD MANAGEMENT SOFTWARE AND RELATED SERVICES, AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY. (JOHN NARON, CITY MANAGER)
12. DISCUSS AND CONSIDER ACTION ON CHANGING FEE SCHEDULE REGARDING SPAY AND NEUTER SERVICES. (CHIEF SOZA)
13. ADJOURN.

I hereby certify that the above Notice of Regular City Council Meeting of the governing body of the City of Hondo was posted on the bulletin board in City Hall, 1600 Avenue M, Hondo, Texas, at a place convenient and readily accessible to the general public at all times on April 7, 2026 at 4:00 p.m.

ATTEST:



Julie Schneider  
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.

[IGNORE\_INDENT]

**CITY OF HONDO**  
**REGULAR CITY COUNCIL MEETING**

**March 23, 2026 – 6:00 p.m.**  
City Council Chambers  
1600 Avenue M  
Hondo, Texas

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**1. CALL TO ORDER**

Mayor **McAnelly** called the meeting to order at **6:00 p.m.**

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**2. QUORUM**

**Present:** Mayor **McAnelly**; Mayor Pro Tem Ytuarte; Councilmembers Williams, Ramirez, Lange.

**Late Arrival:** Councilmember **McCollum** arrived at **6:07 p.m.**

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**3. INVOCATION**

The invocation was delivered by **Mayor McAnelly**.

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**4. PLEDGE OF ALLEGIANCE**

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**5. CITIZENS' / PUBLIC COMMENTS**

People who desire to address the City of Hondo City Council may do so at this time. Those wishing to speak must complete a Public Comment Form and submit it to the City Secretary prior to the meeting. Public comments are limited to **three (3) minutes per speaker**. In accordance with the **Texas Open Meetings Act**, the City Council cannot deliberate or take action on items not listed on the agenda.

**Speakers:**

- Sean Patty addressed the Council regarding the progress made in the city, highlighting improvements to infrastructure, public safety, parks, downtown

beautification, and recreational and library programs. He also recognized efforts to improve water, wastewater, and waste services while maintaining fiscal responsibility, and expressed appreciation for the Council's dedication to strengthening the community.

- George Berry addressed the council regarding the lawsuit he has brought against the city.
- Chavel Lopez addressed the council regarding the war in Iran and the development of data centers/AI facilities. Mr. Lopez stated that the war is increasing costs for fuel, fertilizer, food, and affecting local farmers, while also resulting in loss of military lives. He also expressed concerns that data centers could worsen drought conditions by using large amounts of water, increase electricity costs, contaminate land, and lead to job losses due to artificial intelligence. Additionally, Mr. Lopez raised a concern about deer carcasses that have reportedly remained on Avenue D near the cemetery for several weeks and requested they be removed.

**Action:**

No action was taken.

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## 6. PRESENTATIONS

Chief Soza presented information regarding Public Information Request software, NexQuest.

**Action:**

Discussion only; no action taken.

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## CONSENT AGENDA

The Consent Agenda is considered self-explanatory and will be enacted by the Council with one motion. There will be no separate discussion of these items unless they are removed from the Consent Agenda upon the request of the Mayor or a Council Member.

7. Consideration and possible action on the approval of the march 9, 2026, regular city council meeting minutes.

8. Discuss and consider action to approve an amended resolution no. 476-26, authorizing the submission of an application for financial assistance to the office of the governor for the Hondo police department -Uvalde 2026 operation Stonegarden project, to include the designation of a grantee financial officer.

**Motion:**

Councilmember Williams moved to approve Items 7 and 8 on the Consent Agenda. The motion was seconded by Councilmember Ramirez.

**Vote:** Motion passed unanimously

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**OTHER BUSINESS**

**9.** Discuss and Consider action to accept the Annual Comprehensive Financial Audit report for fiscal year 2025

(Chris Hill, Chief Finance officer and Pattillo, Brown & Hill, L.L.P CPA Firm)

Chris Pruitt with PB&H presented the Financial Audit for 2025

Discussion followed.

**Motion:**

Councilmember Ytuarte moved to approve the 2025 Financial Audit Report. The motion was seconded by Councilmember Lange.

**Vote:** Motion passed unanimously.

**10.** Discuss and Consider action to approve one or more renovation proposals for the Rick Taylor Recreation Center, including the foyer, bathrooms, and showers, in an amount not to exceed \$39,004.00, and authorize the city manager to execute any necessary documents related to the approved work.

Jamie Kindred presented and requested Council approval for renovation work at the Rick Taylor Recreation Center, specifically the foyer, bathrooms, and four showers, at a cost not to exceed **\$39,004**. These areas are heavily used and have not been updated since the building opened in **1998**, resulting in worn tile, aging fixtures, and maintenance issues that can no longer be addressed with minor repairs. The renovations aim to improve safety, cleanliness, and the overall experience for the thousands of residents who use the facility each month for activities such as basketball, volleyball, fitness classes, and other recreation programs. The work would be completed by a **local contractor**, and approval would authorize the City Manager to execute the necessary documents.

Discussion followed

**Motion:**

Councilmember Williams moved to approve the Rec Center Renovations. The motion was seconded by Councilmember Ramirez.

**Vote:** Motion passed unanimously.

**11.** Discuss and Consider action to authorize continued participation in the Texas Department of Housing and Community Affairs (TDHCA) home program and approve funding for up to two (2) additional homes in an amount not to exceed \$30,000.00, subject to available funding.

Jamie Kindred provided an update on Hondo’s participation in the **HOME Program**, administered by the Texas Department of Housing and Community Affairs, which helps expand access to safe and affordable housing. Since joining the program in **2021**, the city has completed **nine homes** for qualifying households. These homes were delivered between **2023 and 2026**, including **four homes in 2026 alone**, with three completed in one day. The program has helped improve housing conditions and support long-term stability for families in the community.

Discussion followed.

**Motion:**

Councilmember Ytuarte moved to approve the additional two homes not to exceed \$30,000.

The motion was seconded by Councilmember Williams.

**Vote:** Motion passed unanimously.

**12.** Discuss and Consider action to approve a proposal from Cemsites for cemetery record management software and related services and authorize the city manager to negotiate an agreement.

Valeria Ruiz presented **Cemsites**, a cloud-based cemetery management system, as a solution to improve service and efficiency. Current challenges include outdated paper maps and limited search capabilities, which make it difficult to locate plots and assist families. Cemsites offer digital, searchable maps, real-time inventory of plots, 360-degree cemetery views, and online access for the public. Features like visual lot viewing and “walk-to-site” directions enhance accuracy and ease for families. The system would

modernize recordkeeping, reduce errors, and allow staff to provide more respected and efficient service during sensitive moments.

Discussion followed

**Motion:**

Councilmember Ramirez moved to approve the record management from Cemsites. The motion was seconded by Councilmember Ytuarte.

**Vote:** Motion passed unanimously.

**13. Discuss and Consider** action to approve funding for repairs to the city of Hondo swimming pool in an amount not to exceed \$89,500.00.

City Manager, John Naron provided an update on the ongoing maintenance and repairs at the **City Pool**, noting that a full replacement would cost **\$5-7 million**, so the plan is to continue repairing the existing pool. Work completed this year includes fixing leaks, upgrading pumps, repairing the pump room, and addressing electrical issues. Additional repairs planned include rehousing the lights, completing leak repairs, and implementing a backwash system to reuse water for sprinkling nearby playgrounds, reducing dust and chemical costs. Mr. Naron would also like to plan to inspect the **bottom drain** during the off-season to determine if further work, like installing a side drain, is needed. Pool liner replacement is anticipated within the next 1-2 years. The recommendation is to prioritize repairs that can be completed before the pool opens **May 12** and defer larger projects to future budgets.

Discussion followed

**Motion:**

Councilmember Ytuarte moved to approve the pool repairs. The motion was seconded by Councilmember McCollum.

**Vote:** Motion passed unanimously.

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**ADJOURNMENT**

There being no further business, the meeting was adjourned at **7:20 p.m.**

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Passed and approved this 13th day of April 2026.

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**John McAnelly, Jr.**  
Mayor

ATTEST:

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**Julie Schneider**  
City Secretary



THIS IS GOD'S COUNTRY

## City Council Communication

**Title:** CONSIDERATION AND APPROVAL OF RESOLUTION 479-26 OF THE CITY COUNCIL OF THE CITY OF HONDO, TEXAS, ACCEPTING THE CLAIM OF UNCLAIMED PROPERTY FUNDS HELD BY THE TEXAS COMPTROLLER OF PUBLIC ACCOUNTS AND ASSOCIATED WITH THE ESTATE OF LOTTIE LORRAINE MAW FOR THE BENEFIT OF THE HONDO PUBLIC LIBRARY; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS AND DESIGNATE A REPRESENTATIVE; ESTABLISHING RESTRICTIONS ON THE USE OF SUCH FUNDS; AND PROVIDING AN EFFECTIVE DATE. (ELSIE PURCELL, LIBRARY)

**Date:** April 13, 2026

**From:**

**INFORMATION:**

**FINANCIAL IMPACT:**

**STAFF RECOMMENDATION:**

**MOTION:**

**ATTACHMENTS:**

1. RESOLUTION 479-26 LIBRARY
2. Packet for 4-13-2026 Unclaimed Property

**STAFF CONTACTS:**

**RESOLUTION NO. 479-26**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HONDO, TEXAS, ACCEPTING AND AUTHORIZING THE CLAIM OF UNCLAIMED PROPERTY FUNDS HELD BY THE TEXAS COMPTROLLER OF PUBLIC ACCOUNTS AND ASSOCIATED WITH THE ESTATE OF LOTTIE LORRAINE MAW FOR THE BENEFIT OF THE HONDO PUBLIC LIBRARY; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS AND DESIGNATE A REPRESENTATIVE; ESTABLISHING RESTRICTIONS ON THE USE OF SUCH FUNDS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Hondo, Texas (the “City”) operates and maintains the Hondo Public Library as a municipal department pursuant to its Code of Ordinances; and

**WHEREAS**, the City has been notified that certain funds are currently held by the Texas Comptroller of Public Accounts as unclaimed property associated with the estate of Lottie Lorraine Maw, deceased, a former librarian of the Hondo Public Library; and

**WHEREAS**, documentation provided to the City, including probate records and testamentary instruments, reflects that the residue of Ms. Maw’s estate was bequeathed for the benefit of the Hondo Public Library through its governing library body; and

**WHEREAS**, such funds were not distributed at the time of probate and were subsequently transferred to the State’s unclaimed property fund, and are now subject to claim by the appropriate beneficiary; and

**WHEREAS**, the City Council finds that the City of Hondo is the proper claimant and beneficiary entitled to receive such funds on behalf of the Hondo Public Library.

**WHEREAS**, the Library Advisory Board of the Hondo Public Library has reviewed the matter and adopted a resolution recommending that the City of Hondo claim such funds on behalf of the library and designate a representative to complete the necessary claim process; and

**WHEREAS**, the City Council acknowledges that the funds are derived from a testamentary bequest and are subject to donor-imposed restrictions requiring that such funds be used for the benefit of the Hondo Public Library, and the City accepts such funds subject to those restrictions.

**WHEREAS**, the City Council finds that the City is the proper entity to receive and administer such funds and that it is in the best interest of the City and the public to accept and claim such funds for library purposes consistent with the intent of the bequest; and

**WHEREAS**, the City Council further finds that it is necessary to formally authorize a representative to act on behalf of the City in submitting the claim and to establish appropriate controls for the receipt, accounting, and use of the funds.

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

**SECTION 1. Acceptance of Funds.** The City Council hereby accepts, on behalf of the City of Hondo and for the exclusive benefit of the Hondo Public Library, any and all funds released by the Texas Comptroller of Public Accounts as unclaimed property associated with the estate of Lottie Lorraine Maw.

**SECTION 2. Authorization to Submit Claim.** The City Manager is hereby authorized and directed to take all actions necessary to submit a claim to the Texas Comptroller of Public Accounts for the release of such unclaimed property funds, including the execution of any applications, affidavits, verifications, or supporting documentation required by the State.

**SECTION 3. Designation of Authorized Representative.** The City Manager is hereby authorized to designate the Library Director, or other appropriate City staff, as the City's authorized representative for purposes of compiling documentation, communicating with the Comptroller's office, and facilitating the claim process; provided, however, that all final submissions shall be made under the authority of the City Manager.

**SECTION 4. Receipt and Deposit of Funds.** Upon receipt, all funds shall be deposited into an account of the City of Hondo in accordance with City financial procedures. The Finance Director is hereby authorized to establish a separate fund, account, or budget designation, as appropriate, to ensure proper segregation and tracking of such funds.

**SECTION 5. Restriction of Funds.** Funds received pursuant to this Resolution shall constitute restricted funds and shall be used solely for the benefit of the Hondo Public Library and in a manner consistent with the intent of the testamentary bequest. Such funds shall not be commingled with or used for general governmental purposes unrelated to the library.

**SECTION 6. Incorporation of Recitals.** The findings and recitals set forth above are hereby found to be true and correct and are incorporated herein for all purposes as if fully set forth in the body of this Resolution.

**SECTION 7. Severability.** If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid or unconstitutional, such invalidity shall not affect the other provisions of this Resolution, and the City Council hereby declares that it would have adopted this Resolution without the invalid provision.

**SECTION 8. Open Meetings.** It is hereby officially found and determined that the meeting at which this Resolution was adopted was open to the public, and that public notice of the time, place,

and purpose of said meeting was given as required by the Texas Open Meetings Act, Chapter 551, Texas Government Code.

**SECTION 9. Effective Date.** This Resolution shall take effect immediately upon its adoption.

**PASSED AND APPROVED** this \_\_\_ day of \_\_\_\_\_, 2026.

CITY OF HONDO, TEXAS

\_\_\_\_\_  
John McAnelly  
Mayor

ATTEST:

\_\_\_\_\_  
Julie Schneider  
City Secretary



# City Council Communication

**Title:** Lottie Maw Unclaimed Property and Library Advisory Board Resolution

**Date:** April 13, 2026      **From:** Elsie Purcell, Library Director

## **BACKGROUND INFORMATION:**

The Hondo Public Library was informed that there are funds in Texas Unclaimed Property (<https://www.claimittexas.gov/>) which were designated for the Library Advisory Board of the Hondo Public Library under the will of Lottie Maw, former librarian. Ms. Law, deceased 3/22/1986, had funds in a savings account in the State of Massachusetts and a premium refund on an insurance policy; both of which were not found or included in the probate of her estate (4/7/1986) and therefore ended up in the unclaimed property fund.

Upon researching how to go about claiming the funds, it became clear that the Library Advisory Board does not wish to directly claim the funds since their role is advisory. The Board wishes to claim the funds on behalf of the library for its use and to designate someone to handle any required paperwork. Per instructions from Texas Unclaimed Property and after a couple of false starts, the Library Advisory Board approved the attached Resolution.

## **FINANCIAL IMPACT:**

A separate fund would need to be set up to receive these funds and keep them separate from the City's General fund. Also attached are a list of suggested purposes/uses for the monies in this fund.

## **STAFF RECOMMENDATION:**

As the Library Advisory Board liaison, I am bringing the Board's Resolution to Council for approval so the Board and I can include Council's approval in the documentation being sent to Texas Unclaimed Property to request the release of the funds to the City of Hondo.

## **MOTION:**

Motion to accept and support the Resolution by the Library Advisory Board.

## **ATTACHMENTS:**

- 1) Library Advisory Board Resolution
- 2) Documentation of the Unclaimed Property
- 3) Copy of Ms. Maw's will and probate. (Section X of will is highlighted to show bequest.)
- 4) List of proposed uses of funds

## **STAFF CONTACT(S):**

Elsie Purcell  
epurcell@hondo-tx.org



## Resolution of the Library Advisory Board of the Hondo Public Library

**Date: February 24, 2026**

**Subject: Authorization to Claim Unclaimed Property**

Whereas, the Library Board has been named as a beneficiary of unclaimed property left by Lottie Lorraine Maw, a former librarian with the Hondo Public Library;

Whereas, the Library Advisory Board desires any such funds once received to be provided for the benefit of the Hondo Public Library and therefore, they should not be deposited to the City of Hondo's general fund but coded as library revenue,

Whereas, the Library Advisory Board is established under the Code of Ordinances of the City of Hondo, Texas (Section 2.03.151 through Section 2.03.154) and acts in an advisory capacity to the city council;

Whereas, it is necessary and appropriate for the Library Advisory Board to recommend the appointment of a representative to act on behalf of the Board to claim said property;

Resolved, that Elsie Grayson Purcell, Library Director, as the city's liaison to the Board, is the appropriate person to be authorized to act on the behalf of the Library Board in all matters related to the claim, receipt, and management of the unclaimed property referenced above.

Further Resolved, that Elsie Grayson Purcell, Library Director, is empowered to complete and sign any documents, forms, and other paperwork as may be necessary to successfully claim and transfer the unclaimed property to the custody of the City of Hondo for the use and benefit of the Hondo Public Library under the direction and guidance of the Library Advisory Board.

It is hereby directed that a copy of this resolution be entered into the minutes of this meeting and that a certified copy of this resolution, bearing the signatures of the chairperson and the vice-chairperson of the board, be provided to Elsie Grayson Purcell for further action. Said action may include a further resolution from the City Council.

Adopted by the vote of the Library Advisory Board on February 24, 2026 at their regularly scheduled meeting which was duly called and held, at which a quorum was present and voted.

**Signatures:**



Susan Freeman, Chairperson



Sarah Barnet, Vice-Chairperson

From the Texas Unclaimed Property website: <https://www.claimtexas.gov/app/claim-search>

**RESULTS** Your search returned 74 unclaimed properties.

**CONTINUE TO FILE CLAIM (0)**

Exact name matches will be shown first, followed by properties with similar names to the one entered.

Display: 20 results ▾

First Previous **1** 2 3 4 Next Last

To file a claim for properties on this list, click the CLAIM button next to those properties. Next click on the CONTINUE TO FILE CLAIM button.

Select an Action	Property ID	Owner Name	Address	City	State	ZIP Code	Holder Name	Property Type	Amount
<b>CLAIM</b>	416777	LOTTIE L MAW	PO BOX 236	HONDO	TX	78861	LIBERTY MUTUAL INS CO	PREMIUM REFUND ON INDIVIDUAL POLICY	\$196.00
<b>CLAIM</b>	1048625	LOTTIE L MAW	1918 24TH ST	HONDO	TX	78861	STATE OF MASSACHUSETTS	SAVINGS ACCOUNT	\$31,524.44

THE STATE OF TEXAS    X  
COUNTY OF MEDINA    X

# 5159

KNOW ALL MEN BY THESE PRESENTS:

That I, LOTTIE LORRAINE MAW, of Medina County, Texas, being of sound mind and disposing memory and over the age of twenty-one (21) years, do hereby make, publish and declare this instrument to be my Last Will and Testament, hereby expressly revoking any and all Wills heretofore made by me.

I.

I direct that my Executrix hereinafter named, or my successor personal representative, pay all of my just and legal debts, including expenses of last sickness, funeral expenses, and all expenses incident to the probate of this Will and the administration and settlement of my estate, including income taxes, State inheritance taxes and/or Federal estate taxes, if any, as soon after my death as such Executrix, or successor personal representative, shall deem practicable, except that any debts which are payable in installments, or are not due until at least one year from the date of my death, need not be paid during the administration of my estate, but may, as the terms of such debts permit, be continued and paid according to their tenor.

II.

I hereby constitute and appoint my attorney, ANNE E. DAVIS, Independent Executrix of this, my Will, and of my estate, and direct that no bond or security be required of her as such Executrix. Such Executrix shall have and possess full power and authority to handle, manage, control, rent, lease, sell, convey, transfer, assign, and otherwise administer all of the real, personal and mixed property comprising my estate, on such terms and conditions as she may deem best, for the purpose of paying my debts aforesaid and distributing my estate to those entitled thereto, as soon as practicable after my death.

*Lottie Lorraine Maw*

*Caryl Calhoun  
Lillian J. Porter  
Georgia Ann Mueller*

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In the event the said ANNE E. DAVIS should predecease me, or fail to qualify for any reason, or after having qualified, should resign or become incapable of serving, then, in any such event, I hereby constitute and appoint my friend, LUCY J. DAVIS, my successor Independent Executrix of this, my Will, and of my estate, and direct that no bond or security be required of her as such successor Executrix. In the event the said LUCY J. DAVIS should predecease me, or fail to qualify for any reason, or after having qualified, should resign or become incapable of serving, then, in any such event, I hereby constitute and appoint my friend, MARY AGNES HUBBARD, my successor Independent Executrix of this, my Will, and of my estate, and direct that no bond or security be required of her as such successor Executrix. Such successor personal representatives shall have the full power and authority as herein vested in my Executrix, ANNE E. DAVIS.

III.

I hereby give, devise and bequeath to the Board of Deacons, or their successors, of The First Methodist Church of Hondo, Medina County, Texas, the sum of One Thousand and No/100 (\$1,000.00) Dollars in cash, to be used for the benefit of such Church in Hondo, Texas.

IV.

I hereby give, devise and bequeath to the Officers of the Hondo Volunteer Fire Department, or their successors, of Hondo, Medina County, Texas, the sum of One Thousand and No/100 (\$1,000.00) Dollars in cash, to be used for the benefit of the said Hondo Volunteer Fire Department in Hondo, Texas.

V.

I hereby give, devise and bequeath the sum of Three Thousand and No/100 (\$3,000.00) Dollars in cash to my friend, MARY AGNES HUBBARD, if living; otherwise to her estate, to be distributed according to her

*Lettie Larrime New*

*Carol Caskin*  
*Lillian J. Porter*  
*Josephine Mueller*  
Vol. 68 PE 546

Will, if any, otherwise according to the Texas Laws of Descent and Distribution.

VI.

I hereby give, devise and bequeath the sum of Five Thousand and No/100 (\$5,000.00) Dollars in cash to my niece, ELIZABETH LORRAINE HERRING. In the event the said ELIZABETH LORRAINE HERRING should predecease me, then the share in my estate herein devised to her, shall, on my death, pass to and vest in her children or descendants living at the date of my death, such children to take in equal shares and any such descendants to take in equal shares per stirpes.

VII.

I hereby give, devise and bequeath the sum of Five Thousand and No/100 (\$5,000.00) Dollars in cash to my friend, LUCY J. DAVIS, if living; otherwise to her estate, to be distributed according to her Will, if any, otherwise according to the Texas Laws of Descent and Distribution.

VIII.

I hereby give, devise and bequeath the sum of Two Thousand and No/100 (\$2,000.00) Dollars in cash to my friend, ADELAIDE E. RETHERFORD, if living; otherwise to her estate, to be distributed according to her Will, if any, otherwise according to the Texas Laws of Descent and Distribution.

IX.

I hereby give, devise and bequeath the sum of Ten Thousand and No/100 (\$10,000.00) Dollars in cash to my friend, ANNE E. DAVIS, if living; otherwise to her estate, to be distributed according to her Will, if any, otherwise according to the Texas Laws of Descent and Distribution.

*Elizabeth Lorraine Herring*

*Carol Calhoun*  
*Lillian J. Porter*  
*Georgia Ann Mueller*  
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X.

After the payment of my debts, funeral expenses, taxes and costs of administration, as above provided, should there be not enough to pay all of the money bequests and legacies in full, then I direct that each such bequest and legacy shall be abated in due proportion and the prorata share of such deficiency deducted from each bequest or legacy. Upon final settlement of my estate, that is, after the payment of all debts, funeral expenses, taxes and costs of administration, and the aforesaid special bequests, then the rest and residue of my estate I hereby give, devise and bequeath to the Officers of the Library Board of the Hondo Public Library, or their successors, in Hondo, Medina County, Texas, to be used for the benefit of said Library in Hondo, Texas.

XI.

I further direct that no action be required in the County Court or any other Court in the administration and settlement of my estate, other than to probate and record this Will and to return the statutory Inventory, Appraisement and List of Claims of my estate.

IN TESTIMONY WHEREOF, I hereunto sign my name to this, my Last Will and Testament, in the presence of the undersigned witnesses, who witness the same at my request, on this, the 10th day of April, 1980, at Hondo, Medina County, Texas.

*Lottie Lorraine Haw*  
LOTTIE LORRAINE HAW - TESTATRIX

*Coral Celkani*  
*Lillian J. Porter*  
*Georgia Ann Mueller*

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The foregoing instrument was signed, declared and published by  
LOTTIE LORRAINE MAW, the Testatrix, to be her Last Will and Testament,  
in our presence, and we, at her request, and in her presence and in the  
presence of each other, have hereunto subscribed our names as witnesses  
this 10th day of April, 1980, at Hondo, Medina County,  
Texas.

2801 Ave E  
Hondo, Tex 78861  
Address

Carol Calkins  
WITNESS

1406 29th St  
Hondo, Texas 78861  
Address

Lillian J. Porter  
WITNESS

1403 25th St  
Hondo, Tex 78861  
Address

Georgia Ann Mueller  
WITNESS

THE STATE OF TEXAS X  
COUNTY OF MEDINA X

BEFORE ME, the undersigned authority, on this day personally appeared  
LOTTIE LORRAINE MAW, CAROL CALKINS,

LILLIAN J. PORTER and GEORGIA ANN MUELLER,

known to me to be the Testatrix and witnesses, respectively, whose names  
are subscribed to the annexed or foregoing instrument in their respective  
capacities, and all of said persons being by me duly sworn, the said  
LOTTIE LORRAINE MAW, the Testatrix, declared to me and to the said  
witnesses, in my presence, that said instrument is her Last Will and  
Testament, and that she had willingly made and executed it as her free  
act and deed for the purposes therein expressed; and the said witnesses,  
each on their oath, stated to me in the presence and hearing of the said  
Testatrix, that the said Testatrix had declared to them that said instru-  
ment is her Last Will and Testament, and that she executed the same as  
such and wanted each of them to sign as witnesses; and upon their oaths,

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each witness stated further that they did sign the same as witnesses in the presence of the said Testatrix, and at her request; that said Testatrix was, at the time, over the age of 19 years, and was of sound mind, and each of said witnesses was then at least 14 years of age.

Carol Calkins  
WITNESS

Lottie Lorraine Maw  
LOTTIE LORRAINE MAW - TESTATRIX

Lillian J. Porter  
WITNESS

Georgia Ann Mueller  
WITNESS

SUBSCRIBED AND ACKNOWLEDGED BEFORE ME by the said LOTTIE LORRAINE MAW, the Testatrix, and subscribed and sworn to before me by the said CAROL CALKINS, LILLIAN J. PORTER and GEORGIA ANN MUELLER, witnesses, this 10th day of April, 1980.



Mary Heligman  
Notary Public, Medina County, Texas

FILED IN MY OFFICE  
ANNA VAN DE WALLE  
'86 MAR 24 PM 4 00  
COUNTY CLERK, MEDINA CO.

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ORDER ADMITTING WILL TO PROBATE AND  
ADJUDICATING LETTERS TESTAMENTARY

NO. 5159

ESTATE OF I IN THE COUNTY COURT AT LAW  
LOTTIE LORRAINE MAW, I OF  
DECEASED I MEDINA COUNTY, TEXAS

On this 7<sup>th</sup> day of April, 1986, came on to be heard the written application of ANNE E. DAVIS, resident of Medina County, Texas, for the probate of a certain instrument in writing, dated the 10th day of April, 1980, and now produced in Court, being filed herein with said application on the 24th day of March, 1986, purporting and alleged to be the Last Will and Testament of LOTTIE LORRAINE MAW, deceased, which said application is also for Letters Testamentary, and due proof being taken in the manner required by law, and it appearing to the satisfaction of the Court that this Court has jurisdiction and venue over this estate, proceeding and subject matter, and that every citation and notice required by law has been duly issued, served and returned in the manner and for the length of time required by law; and it being proved to the satisfaction of the Court that the Testatrix, LOTTIE LORRAINE MAW, at the time of executing said Will, was over the age of nineteen (19) years, was of sound mind, and died on the 22nd day of March, 1986, in Medina County, Texas, and that such Testatrix executed such Will with the formalities and solemnities and under the circumstances required by law to make it a valid Will, that the same has not been revoked by such Testatrix and that it is entitled to probate; that four (4) years have not elapsed since the death of the said LOTTIE LORRAINE MAW, that all the necessary proof required for the probate of said Will has been made, and that the person to whom Letters Testamentary are sought is named in said Will Independent Executrix, without bond; and that no interested person has applied for the appointment of appraisers and none are deemed necessary by the Court.

It is therefore ORDERED, ADJUDGED AND DECREED by the Court that the Last Will and Testament of the deceased is hereby admitted to probate, and said Will, together with the testimony and application for probate, is ordered recorded in the Minutes of this Court. It is further ORDERED

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that Letters Testamentary thereof be granted to the said ANNE E. DAVIS,  
Independent Executrix, without bond, upon taking the oath required by law,  
and that no other action shall be had in this Court other than the return  
of an inventory, appraisalment and list of claims as required by law.

SIGNED AND ENTERED this 7<sup>th</sup> day of April, 1986.

  
-----  
JUDGE, County Court at Law  
Medina County, Texas

FILED IN MY OFFICE  
ANNA VAN DE WALLS  
'86 APR 7 PM-3 22  
COUNTY CLERK, MEDINA CO.

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Potential Uses for the approximately \$31,000 from Ms. Maw's estate:

- 1) RFID/Self-checkout – add RFID tags to all materials, add scanners to allow patrons to check out their own materials. Time savings for staff during busy periods like summer reading. Also, improves inventory control.
- 2) Remodel to improve space usage:
  - a. Potentially replace all stacks in adult area with mobile shelves similar to Junior and YA but if not, add 8 more stable stacks.
  - b. Add HVAC/fire suppression to kitchen so can upgrade to make it a cooking kitchen and not just a catering kitchen. Requires addition of 220-volt plug and possibly an additional electrical box. Another option would be to purchase mobile kitchens instead – a potentially less expensive option for us to hold cooking classes.
- 3) Internships during the summer: allow the hiring of a couple of teen interns to assist with 8 weeks of summer reading: 2 for prep, 5 weeks of programs, and 1 week for parties and wind-up. Internship program possibly tied to a small scholarship (\$500) if intern completes 2-3 years in the program – saves on training in the long run and potentially on staffing by removing the 2 part-time aides for 6 weeks – 1 week of training and 5 weeks of programs.
- 4) Keep as seed money for a future building program – possible addition of second-story or additional large meeting/conference building in the back lot.

# HONDO

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## City Council Communication

**Title:** CONSIDERATION AND APPROVAL OF LEE ANN YOUNG'S RE-APPOINTMENT TO THE CEMETERY ADVISORY BOARD. (MAYOR MCANELLY)

**Date:** April 13, 2026      **From:**

**INFORMATION:**

**FINANCIAL IMPACT:**

**STAFF RECOMMENDATION:**

**MOTION:**

**ATTACHMENTS:**

None

**STAFF CONTACTS:**



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## City Council Communication

**Title:** CONSIDERATION AND APPROVAL TO APPOINT THE CITY MANAGER, JOHN NARON AND ALTERNATE REPRESENTATIVE, JOHN MCANELLY TO SERVE ON THE MEDINA COUNTY PUBLIC UTILITY AGENCY BOARD OF DIRECTORS.

**Date:** April 13, 2026

**From:**

**INFORMATION:**

**FINANCIAL IMPACT:**

**STAFF RECOMMENDATION:**

**MOTION:**

**ATTACHMENTS:**

None

**STAFF CONTACTS:**



THIS IS GOD'S COUNTRY

## City Council Communication

**Title:** CONSIDERATION AND POSSIBLE ACTION ON A REQUEST TO APPROVE AN AGREEMENT WITH SITE INDUSTRIES LLC, DBA CEMSITES, FOR CEMETERY RECORD MANAGEMENT SOFTWARE AND RELATED SERVICES, AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY. (JOHN NARON, CITY MANAGER)

**Date:** April 13, 2026

**From:**

**INFORMATION:**

**FINANCIAL IMPACT:**

**STAFF RECOMMENDATION:**

**MOTION:**

**ATTACHMENTS:**

1. Cemsite Ageement

**STAFF CONTACTS:**

# End-User License Agreement

This End-User License Agreement (“Agreement”) is made and entered into by and between the City of Hondo, Texas, a home-rule municipality organized and operating under the laws of the State of Texas (“City” or “Customer”), and Site Industries, LLC dba CemSites, a limited liability company (“Site Industries, LLC”).

1. License Grant. This End-User License Agreement (the "Agreement") grants you, the City of Hondo, Texas (hereinafter referred to as “Customer”), a non-exclusive, non-transferable license to use the Software, in object code for your internal business purposes (and not for managing Third-Party data unless the product you have licensed expressly permits you to) under the terms and conditions stated herein. The Software is to be used, and deployed in accordance with the specific rights and responsibilities set forth in this Agreement. This Agreement may be amended only by a written instrument executed by authorized representatives of both parties. No modification, update, or change to the terms of this Agreement shall be effective unless approved in writing by the City of Hondo, Texas.
2. Permitted Use and Reproduction.

## 2.1.1 *License Term:*

The term of this Agreement (the “Term”) shall commence on the effective date of this Agreement, which shall be the date of the last signature below (“Effective Date”), and shall continue for a period of five (5) years, unless earlier terminated in accordance with this Agreement.

The pricing and payment schedule applicable to the Term are set forth in Exhibit A (Pricing and Term) attached to this Agreement. In the event of any conflict between this Agreement and Exhibit A, Exhibit A shall control with respect to pricing and payment obligations.

This Agreement shall not automatically renew. Upon mutual written agreement of the parties, the Customer may elect to renew this Agreement for additional term(s) on terms and conditions acceptable to the Customer.

2.1.2 *Copies:* Customer has no right to copy the Software. The customer does retain the right to download their data necessary for back-up, archival or disaster recovery purposes. The subsequent sale or completion of any action directed toward resale of Site Industries' software may result in termination of this Agreement and enforcement of Site Industries, LLC’s rights under applicable law.. Site Industries will NOT indemnify, protect, or otherwise assist any person or representative of the customer accused of reproducing and distributing unlicensed copies of the Software.

2.1.3 *Affiliates, Managing Parties:* Customer may permit use of the Software in accordance with this Agreement and the written approval of Site Industries, LLC:

- (a) by an approved Affiliate.
- (b) by a third party with which Customer enters into a contract to manage Customer's information technology resources (Managing Party) if:
  - (i) the Managing Party only uses the Software for Customer's internal operations and not for the benefit of another third party or itself.
  - (ii) the Managing Party agrees to comply with the terms and conditions of this Agreement; and
  - (iii) Customer provides Site Industries with written notice that a Managing Party will be using the Software on Customer's behalf.

2.1.4. *General restrictions:* Customer may not, and may not cause or allow any third party to:

- (a) decompile, disassemble or reverse-engineer the Software, or create or recreate the source code for the Software.
- (b) remove, erase, obscure or tamper with any copyright or any other product identification or proprietary rights notices, seal or instructional label printed or stamped on, affixed to, or encoded or recorded in or on any Software or Documentation; or fail to preserve all copyright and other proprietary notices of the Software and Documentation;
- (c) lease, lend or use the Software for timesharing or service bureau purposes; sell, market, license, sublicense, distribute or otherwise grant to any person or entity any right to use the Software except to the extent expressly permitted in this Agreement; or use the Software to provide, alone or in combination with any other product or service, any product or service to any person or entity, whether on a fee basis or otherwise;
- (d) modify, adapt, tamper with, translate or create Derivative Works of the Software or the Documentation; combine or merge any part of the Software or Documentation with or into any other software or documentation; or refer to or otherwise use the Software as part of any effort to develop software (including any routine, script, code, or program) having any functional attributes, visual expressions or other features similar to those of the Software to compete with Site Industries;
- (e) except with Site Industries' prior written permission, publish any performance or benchmark tests or analysis relating to the Software.
- (f) attempt to do any of activities in Subsections (a) to (e); or
- (g) run or operate the Software in a cloud, Internet-based computing or similar on-demand computing environment unless Customer's Grant Letter

or the applicable Product Entitlement Definitions specifically allows the use.

Hardware Requirements. DSL, cable or another high-speed Internet connection is required for proper transmission of the Service. Customer is responsible for procuring and maintaining the network connections that connect the Customer network to the Service, including, but not limited to, "browser" software that supports protocol used by Site Industries, LLC, including Secure Socket Layer (SSL) protocol or other protocols accepted by Site Industries, LLC, and to follow log-on procedures for services that support such protocols. Site Industries, LLC is not responsible for notifying Customer of any upgrades, changes or enhancements to any such software, or for any compromise of data transmitted across computer networks or telecommunications facilities (including but not limited to the Internet) which are not owned or operated by Site Industries, LLC. Site Industries, LLC assumes no responsibility for the reliability or performance of any connections as described in this Section.

2.2. Accuracy of Customer's Contact Information. Customer shall provide accurate, current and complete information on Customer's legal business name, address, email address, and phone number, and maintain and promptly update this information if it should change.

2.3. Users: Passwords, Access, and Notification. Customer shall authorize access to and assign unique passwords and usernames to the number of Users procured by Customer on the Estimate/Order Form. User logins are for designated Users and cannot be shared or used by more than one User, but any User login may be reassigned to another User as needed, without written approval. Customer will be responsible for the confidentiality and use of User's passwords and usernames. Customer will also be responsible for all Electronic Communications, including those containing business information, account registration, account holder information, financial information, Customer Data, and all other data of any kind contained within emails or otherwise entered electronically through the Service or under Customer's account. Site Industries, LLC will act as though any Electronic Communications it receives under Customer's passwords, username, and/or account number will have been sent by Customer. Customer shall use commercially reasonable efforts to prevent unauthorized access to or use of the Service and shall promptly notify Site Industries, LLC of any unauthorized access or use of the Service and any loss or theft or unauthorized use of any User's password or name and/or Service account numbers.

2.4. Customer's Lawful Conduct during Use. Customer shall comply with all applicable local, state, federal, and foreign laws, treaties, regulations, and conventions in connection with its use of the Service, including without limitation those related to privacy, electronic communications and anti-spam legislation. The Service allows Customer to send Electronic Communications directly to Site Industries, LLC and to third parties. Customer is responsible for ensuring that its use of the Service to store or process credit card data complies with applicable Payment Card Industry Data Security Standards ("PCI DSS")

requirements and shall store credit card and social security data only in the designated fields for such data.

In addition to Customer's other obligations set forth herein, Customer shall comply with the export laws and regulations of the United States and other applicable jurisdictions in using the Service and obtain any permits, licenses and authorizations required for such compliance.

Without limiting the foregoing, (i) Customer represents that it is not named on any U.S. government list of persons or entities prohibited from receiving exports, (ii) Customer shall not permit Users to access or use the Service in violation of any U.S. export embargo, prohibition or restriction, and (iii) Customer shall comply with all applicable laws regarding the transmission of technical data exported from the United States and the country in which its Users are located. Customer will not send any Electronic Communication from the Service that is unlawful, harassing, libelous, defamatory or threatening.

No part of the Service may be copied, reproduced, distributed, republished, displayed, posted or transmitted in any form or by any means. Customer agrees not to access the Service by any means other than through the interfaces that are provided by Site Industries, LLC. Customer shall not do any "mirroring" or "framing" of any part of the Service or create Internet links to the Service which include log-in information, usernames, passwords, and/or secure cookies. Customer will not in any way express or imply that any opinions contained in Customer's Electronic Communications are endorsed by Site Industries, LLC.

Customer shall ensure that all access and use of the Service by Users is in accordance with the terms and conditions of this Agreement, including but not limited to: those Users that are contractors and agents, and Customer's Affiliates. Any action or breach by any of such contractors, agents or Affiliates shall be deemed an action or breach by Customer and Customer waives all of those defenses that Customer may have as to why Customer should not be liable for Customer's contractors', agents' or Affiliates' acts, omissions and noncompliance with this Agreement.

2.5. Third-Party Web Sites, Products and Services. Site Industries, LLC may offer certain Third-Party Applications for sale using Estimate/Order Forms. Any procurement of such Third-Party Applications by Customer shall be subject to the terms specified in such Estimate/Order Forms.

In addition, Site Industries, LLC or third-party providers may offer Third-Party Applications or services, including implementation, customization and other consulting services related to Customers' use of the Service. Except as set forth in the Estimate/Order Form, Site Industries, LLC does not warrant any such Third-Party Applications or services, regardless of whether or not such Third-Party Applications or services are provided by a Third-Party that is a member of a Site Industries, LLC partner program or otherwise designated by Site Industries, LLC as "certified," "approved" or "recommended." Any

procurement by Customer of any Third-Party Applications or services is solely between Customer and the applicable Third-Party provider.

Site Industries, LLC is not responsible for any other aspect of such Third-Party Applications or services that Customer may procure or connect to through the Service, or any descriptions, promises or other information related to the foregoing. If Customer installs or enables Third-Party Applications or services for use with the Service, Customer agrees that Site Industries, LLC may allow such Third-Party providers to access Customer Data as required for the interoperation of such Third-Party Applications with the Service, and any exchange of data or other interaction between Customer and a Third-Party provider is solely between Customer and such Third-Party provider.

Site Industries, LLC shall not be responsible for any disclosure, modification or deletion of Customer Data resulting from any such access by Third-Party Applications or Third-Party providers via the consent, permission, authorization or are otherwise allowed by the Customer to access Customer Data. No procurement of such Third-Party Applications or services is required to use the Service. If Customer was referred to Site Industries, LLC by a member of one of Site Industries, LLC's partner programs, Customer hereby authorizes Site Industries, LLC to provide such member with access to Site Industries, LLC's business information related to the procurement and use of the Service pursuant to this Agreement, including but not limited to User names and email addresses, support cases, and billing/ payment information.

2.6. Transmission of Data. Customer understands that the technical processing and transmission of Customer's Electronic Communications is fundamentally necessary to use of the Service. Customer expressly consents to Site Industries, LLC's collection, storage, and processing of Electronic Communications and/or Customer Data, solely as necessary to provide the Service and perform its obligations under this Agreement, and Customer acknowledges and understands that Customer's Electronic Communications will involve transmission over the Internet, and over various networks, only part of which may be owned and/or operated by Site Industries, LLC.

Site Industries, LLC shall not use, disclose, sell, or otherwise exploit Customer Data for any purpose other than providing the Service, except as required by law or expressly authorized in writing by the Customer. All Customer Data shall remain the property of the Customer.

Customer acknowledges and understands that Electronic Communications may be accessed by unauthorized parties when communicated across the Internet, network communications facilities, telephone or other electronic means. Site Industries, LLC shall implement and maintain commercially reasonable administrative, technical, and physical safeguards to protect Customer Data. Site Industries, LLC shall be responsible for any failure to protect Customer Data to the extent caused by its breach of this Agreement or its failure to exercise commercially reasonable care. Site Industries, LLC is not responsible for an Electronic Communications and/or Customer Data which are delayed, lost, altered, intercepted or stored during the transmission of any data whatsoever across networks not

owned, controlled and/or operated by Site Industries, LLC including but not limited to the Customer's local network.

Site Industries, LLC shall notify Customer without undue delay of any unauthorized access to or disclosure of Customer Data.

2.7. Service Level. During the Term, the Site Industries, LLC Service offerings will meet the service level specified in the "Service Level Commitment" available from Site Industries LLC, or such other URL as specified by Site Industries, LLC, which is hereby incorporated by reference provided that any such Service Level Commitment shall not be modified except by written agreement of the parties. If the applicable Service fails to achieve the service level, then Customer will be entitled, in addition to any other remedies available under this Agreement or at law, to a credit for the applicable Service in accordance with the terms set forth in the Service Level Commitment. The respective Service's system logs and other records shall be used for calculating any service level events provided that the Customer shall have the right, upon reasonable request, to review or obtain relevant records supporting such calculations.

2.8. Site Industries, LLC Support. As part of the Service, Site Industries, LLC will provide Customer with Help Documentation and other online resources to assist Customer in its use of the Service. If you have procured Site Industries, LLC Support Services, the current Site Industries, LLC URL Terms of Services are available from Site Industries, LLC, and are hereby incorporated by reference. Customer acknowledges that Site Industries, LLC has extensive experience helping Customers improve utilization and realization of benefits of the Service, and that not following the advice of Site Industries, LLC and/or not engaging Site Industries, LLC or other Site Industries, LLC authorized implementation partner in the provision of professional services may substantially limit Customer's ability to successfully utilize the Service or to enjoy the power and potential of the Service.

2.9. Customer Payment Data. Site Industries, LLC shall maintain commercially reasonable administrative, physical and technical safeguards for the protection, confidentiality and integrity of Customer Data. During the Term, Site Industries, LLC shall maintain PCI DSS compliance for the portions of the Site Industries, LLC Service that store and process credit card data. Any changes made to the Service by the Customer or at the Customer's direction may affect the Customer's compliance with PCI DSS requirements and Customer shall be solely responsible for ensuring that any such changes are compliant with PCI DSS requirements.

2.10. Confidentiality. For purposes of this Agreement, "Confidential Information" shall include the terms of this Agreement, Customer Data, trade secrets, customer lists, source code, each party's proprietary technology, business processes and technical product information, designs, issues, all communication between the Parties regarding the Service and any information that is clearly identified in writing at the time of disclosure as confidential.

Notwithstanding the foregoing, Confidential Information shall **not** include information which:

- (1) is known publicly;
- (2) is generally known in the industry before disclosure;
- (3) has become known publicly, without fault of the Receiving Party;
- (4) the Receiving Party becomes aware of from a third-party not bound by non-disclosure obligations to the Disclosing Party and with the lawful right to disclose such information to the Receiving Party; or
- (5) is aggregate data regarding use of Site Industries, LLC's products and services that does not contain any personally identifiable or Customer-specific information.

Each party agrees: (a) to keep confidential all Confidential Information; (b) not to use or disclose Confidential Information except to the extent necessary to perform its obligations or exercise rights under this Agreement or as directed by Customer; (c) to protect the confidentiality thereof in the same manner as it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of such Confidential Information), and to make Confidential Information available to authorized persons only on a "need to know" basis. Either party may disclose Confidential Information on a need to know basis to its contractors and service providers who have executed written agreements requiring them to maintain such information in strict confidence and use it only to facilitate the performance of their services in connection with the performance of this Agreement. Notwithstanding the foregoing, this Section will not prohibit the disclosure of Confidential Information to the extent that such disclosure is permitted by law or order of a court or other governmental authority or regulation.

2.11. Ownership of Customer Data. As between Site Industries, LLC and Customer, all title and intellectual property rights in and to the Customer Data is owned exclusively by Customer. Customer acknowledges and agrees that in connection with Service, Site Industries, LLC as part of its standard Service offering makes daily backup copies of the Customer Data in Customer's account and stores and maintains such data for a period of time consistent with Site Industries, LLC standard business processes, which period shall not be less than seven (7) days.

2.12. Site Industries, LLC Intellectual Property Rights. Customer agrees that all rights, title and interest in and to all intellectual property rights in the Service and all modifications, extensions, customizations, scripts or other derivative works of the Service provided or developed by Site Industries, LLC, or are reasonably foreseeable to be developed by Site Industries, LLC, are owned exclusively by Site Industries, LLC. Except as provided in this Agreement, the rights granted to Customer do not convey any ownership rights in the Service, express or implied, or ownership in the Service or any intellectual property rights thereto. Any rights not expressly granted herein are reserved by Site Industries, LLC. Site Industries, LLC and service marks, logos and product and service names are marks of Site Industries, LLC (the "Site Industries, LLC Marks"). Customer agrees not to display or use the Site Industries, LLC Marks in any manner without Site

Industries, LLC's express prior written permission. The trademarks, logos and service marks of Third-Party Application providers ("Marks") are the property of such third parties. Customer is not permitted to use these Marks without the prior written consent of such Third-Party which may own the Mark.

2.13. Federal Government End User Provisions. If User is the US Federal Government, Site Industries, LLC provides the Service, including related software and technology, in accordance with the following: Government technical data and software rights related to the Service include only those rights customarily provided to the public as defined in this Agreement. This customary license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data — Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not conveyed under these terms, it must negotiate with Site Industries, LLC to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement.

2.14. Dispute Resolution. The parties shall use good-faith efforts to resolve any dispute arising out of or relating to this Agreement through informal discussions. If the dispute cannot be resolved through such discussions, the parties agree to first attempt to resolve the dispute through non-binding mediation conducted in Medina County, Texas, with a mutually agreed mediator. Each party shall bear its own costs of mediation and shall share the mediator's fees equally.

If the dispute is not resolved through mediation, either party may pursue any remedies available at law or in equity.

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict-of-laws principles. Venue for any legal action arising out of or relating to this Agreement shall lie exclusively in Medina County, Texas.

Nothing in this Section shall be construed as a waiver of the City's governmental immunity or defenses under applicable law.

### **3. Warranties**

3.1. Warranty of Functionality. Site Industries, LLC warrants that:

- (i) the Service will achieve in all material respects the functionality described in the Help Documentation applicable to the Service procured by Customer, and
- (ii) such functionality of the Service will not be materially decreased during the Term.

Upon proper notice and proof of functional deficiency of the service, Site Industries, LLC shall use commercially reasonable efforts to deliver the Service at the level prescribed by Site Industries, LLC, and if Site Industries, LLC is unable to restore such functionality, Customer shall be entitled to terminate the Agreement and receive a pro-rata refund of the subscription fees paid under the Agreement for its use of the Service for the terminated portion of the Term. Site Industries, LLC shall have no obligation with respect to a warranty claim unless notice of such claim within sixty (60) days of the first instance of any material functionality problem, and such notice must be sent to Site Industries, LLC. The warranties set forth in this Section 3.1 are made to and for the benefit of Customer only. Such warranties shall only apply if the applicable Service has been utilized in accordance with the Help Documentation, this Agreement and applicable law.

3.2. No Virus Warranty. Site Industries, LLC warrants that reasonable efforts are made to ensure that the Service will be free of viruses, Trojan horses, worms, spyware, or other malicious code ("Malicious Code"), or conduct engaged in by a malicious actor for the purpose of gaining unauthorized access and exploiting the Service and its Users except for any Malicious Code originating outside of the Service, such as Malicious Code contained in Customer-uploaded attachments, third-party applications/files or content otherwise originating from Customer.

4. **Disclaimer of Warranties.** EXCEPT AS STATED IN SECTION 3 ABOVE, SITE INDUSTRIES, LLC DOES NOT REPRESENT THAT CUSTOMER'S USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR FREE OR THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS OR THAT ALL ERRORS IN THE SERVICE AND/OR DOCUMENTATION WILL BE CORRECTED OR THAT THE OVERALL SYSTEM THAT MAKES THE SERVICE AVAILABLE (INCLUDING BUT NOT LIMITED TO THE INTERNET OTHER TRANSMISSION NETWORKS, AND CUSTOMER'S LOCAL NETWORK AND EQUIPMENT) WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE WARRANTIES STATED IN SECTION 3 ABOVE ARE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED BY SITE INDUSTRIES, LLC. THERE ARE NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. EXCEPT AS STATED IN SECTIONS 2.7, 3.1, and 3.2 ABOVE, THE SERVICE IS PROVIDED TO CUSTOMER ON AN "AS IS" AND "AS AVAILABLE" BASIS AND IS FOR COMMERCIAL USE ONLY. SITE INDUSTRIES, LLC OTHERWISE EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES THAT CUSTOMER'S USE OF THE SERVICE WILL SATISFY ANY STATUTORY OR REGULATORY OBLIGATIONS, OR WILL ASSIST WITH, GUARANTEE OR OTHERWISE ENSURE COMPLIANCE WITH ANY APPLICABLE LAWS OR REGULATIONS, INCLUDING WITHOUT LIMITATION HIPAA OR THE GRAMM-LEACH-BLILEY ACT OF 1999. CUSTOMER ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SERVICE OR THE INFORMATION

GENERATED THEREBY IS ACCURATE OR SUFFICIENT FOR CUSTOMER'S PURPOSES.

**5. Limitations of Liability.**

CUSTOMER AGREES THAT THE CONSIDERATION WHICH SITE INDUSTRIES, LLC IS CHARGING HEREUNDER DOES NOT INCLUDE CONSIDERATION FOR ASSUMPTION BY SITE INDUSTRIES, LLC OF THE RISK OF CUSTOMER'S INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND/OR DAMAGES ARISING FROM ACTIONS COMMITTED BY A THIRD-PARTY, WHETHER OR NOT SAID DAMAGES ARE REASONABLY FORESEEABLE BY THE PARTIES. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO ANYONE FOR LOST PROFITS OR REVENUE OR FOR INCIDENTAL, CONSEQUENTIAL, UNITIVE, COVER, SPECIAL, RELIANCE OR EXEMPLARY DAMAGES, OR INDIRECT DAMAGES OF ANY TYPE OR KIND HOWEVER CAUSED, WHETHER FROM BREACH OF WARRANTY, BREACH OR REPUDIATION OF CONTRACT NEGLIGENCE, OR ANY OTHER LEGAL CAUSE OF ACTION FROM OR IN CONNECTION WITH THIS AGREEMENT (AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES TO THE MAXIMUM EXTENT PERMITTED BYLAW) OR OTHERWISE SHALL IN NO EVENT EXCEED THE DIRECT DAMAGE LIMITATIONS AS SET FORTH IN SECTION 5.

5.1 Maximum Liability. Except with regard to amounts due under this Agreement, Site Industries, LLC's total cumulative liability to the City arising out of or relating to this Agreement, whether arising from breach of contract, breach of warranty, negligence, tort, statutory duty, or otherwise, shall not exceed an amount equal to twelve (12) months of subscription fees paid or payable under this Agreement at the time the claim arises.

Notwithstanding the foregoing, the limitation of liability set forth in this Section shall not apply to:

- a) Site Industries, LLC's indemnification obligations under this Agreement;
- b) Site Industries, LLC's breach of confidentiality obligations, including Section 2.10;
- c) Claims arising from a data breach, unauthorized access to, or disclosure of Customer Data;
- d) Violations of applicable law by Site Industries, LLC, including obligations under the Texas Public Information Act or other applicable state or federal law;
- e) Site Industries, LLC's gross negligence or willful misconduct; or
- f) Infringement or misappropriation of intellectual property rights.

For the avoidance of doubt, the limitations set forth in this Section shall not apply to the extent such limitations are prohibited by applicable law.

The parties acknowledge that the purpose of this Section is to allocate risk between the parties; however, nothing in this Section shall be construed to limit Site Industries, LLC's obligations under the indemnification provisions of this Agreement or to limit liability where such limitation is not permitted by law.

Nothing in this Agreement shall be construed as a waiver of the City's governmental immunity, defenses, or limitations of liability under applicable law.

## **6. Indemnification.**

6.1. Infringement. Subject to the limitations set forth in this Section, Site Industries, LLC shall, at its own expense indemnify, defend, and hold harmless Customer (the City of Hondo, Texas), and its elected and appointed officials, officers, employees, agents, and volunteers from and against any and all allegations, threats, claims, suits, and proceedings brought by third parties (collectively "Claims") alleging that the Service, as used in accordance with this Agreement, infringes Third-Party copyrights, trade secrets or trademarks and from and against liability, damages, and costs finally awarded or entered into in settlement (including, without limitation, reasonable attorneys' fees) (collectively, "Losses") to the extent based upon such a Claim.

Excluded from the above indemnification obligations are Claims arising from (a) use of the Service in violation of this Agreement, (b) the Customer's use of the Service in violation of applicable law, (c) use of the Service after Site Industries, LLC prohibits Customer's use because of an infringement claim, (d) modifications to the Service not made by Site Industries, LLC, or (e) use of the Service in combination with any software, application or service made or provided other than by Site Industries, LLC, to the extent such Claim is not caused by Site Industries, LLC.

If a Claim is brought or threatened, Site Industries, LLC shall, at its sole option and expense, use commercially reasonable efforts either (a) to defend such Claim, or (b) to modify or replace portions of the Service as needed to avoid infringement, such update or replacement having substantially similar capabilities; or (c) if (a) and (b) are not commercially feasible, terminate the Agreement and refund to the Customer a pro-rata refund of the subscription fees paid for under the Agreement for the terminated portion of the Term. The rights and remedies granted to the City under this Section are in addition to, and shall not limit, any other rights or remedies available at law or in equity, except to the extent expressly prohibited by applicable law.

6.2. Disclosure of Customer Data. Site Industries, LLC shall, at its own expense and subject to the limitations set forth in this Section 6, indemnify, defend, and hold harmless Customer (the City of Hondo, Texas), and its elected and appointed officials, officers, employees, agents, and volunteers from and against any Claims that arise out of or result from the acts or omissions of Site Industries, LLC, to the extent caused by its failure to protect, unauthorized access to, disclosure of, or breach of Customer Data or confidential information in its possession or control, and from and against liability for any Losses to the extent based upon such Claims.

6.3. No Waiver; No Indemnity by City. To the extent permitted by applicable law, the City shall be responsible only for its own acts and omissions. Nothing in this Agreement shall be construed to require the City to indemnify, defend, or hold harmless Site Industries, LLC, or any third party, nor to create any liability of the City beyond that provided by applicable law. Nothing in this Agreement shall be construed as a waiver of the City's governmental immunity, defenses, or limitations of liability under applicable law.

6.4. Indemnification Procedures and Survival. In the event of a potential indemnity obligation under this Section 6, the indemnified party shall: (i) promptly notify the indemnifying party in writing of such Claim; (ii) allow the indemnifying party to have sole control of its defense and settlement provided that the indemnifying party shall not settle any Claim in a manner that imposes liability or obligations on the other party without the other party's prior written consent; and (iii) upon request of the indemnifying party, cooperate in all reasonable respects, at the indemnifying party's cost and expense, with the indemnifying party in the investigation, trial, and defense of such Claim and any appeal arising thereof. The indemnification obligations under this Section 6 are expressly conditioned upon the indemnified party's compliance with this Section except that failure to notify the indemnifying party of such Claim shall not relieve that party of its obligations under this Section 6 but such Claim shall be reduced to the extent of any damages attributable to such failure. The indemnification obligations contained in this Section 6 shall survive termination of this Agreement for a period of one (1) year.

## 7. **Insurance**

7.1 Required Coverage. Site Industries, LLC shall maintain, at its sole cost and expense, insurance coverage in at least the following types and minimum limits:

- a) **Commercial General Liability**
  - i \$1,000,000 per occurrence
  - ii \$2,000,000 general aggregate
  
- b) **Automobile Liability**
  - i \$1,000,000 combined single limit per accident
  
- c) **Workers' Compensation and Employers' Liability**
  - i Workers' Compensation: statutory limits
  - ii Employers' Liability: \$1,000,000 each accident / disease
  
- d) **Umbrella or Excess Liability**
  - i \$5,000,000 per occurrence / aggregate
  - ii Coverage may be used to satisfy required limits above
  
- e) **Technology Errors & Omissions / Cyber Liability**
  - i \$2,000,000 per claim
  - ii Coverage shall include, at a minimum:
    - i Network security liability

- ii Privacy liability
- iii Data breach response costs
- iv Media liability

7.2 Additional Insured. The City of Hondo, Texas, including its officers, officials, employees, and volunteers, shall be named as Additional Insureds on the Commercial General Liability and Automobile Liability policies.

7.3 Primary and Non-Contributory. The insurance required herein shall be primary and non-contributory with respect to any insurance maintained by the City.

7.4 Waiver of Subrogation. Contractor shall obtain a waiver of subrogation in favor of the City of Hondo, Texas, on all applicable policies, including Workers' Compensation.

7.5 Proof of Insurance. Prior to the commencement of services, Site Industries LLC shall provide:

- a) Certificates of Insurance; and
- b) Endorsements evidencing:
  - i Additional Insured status
  - ii Primary & Non-Contributory coverage
  - iii Waiver of Subrogation

A certificate alone shall not satisfy this requirement.

7.6 Notice of Cancellation. Insurance policies shall provide that the City will receive at least 30 days' written notice of cancellation, non-renewal, or material change.

## 8. Suspension/Termination.

8.1. Suspension for Delinquent Account. Site Industries, LLC reserves the right to suspend Customer's and any Customer Aliases' access to and/or use of the Service for any accounts (i) for which any payment is due but unpaid but only after Site Industries, LLC has provided Customer two (2) delinquency notices, and at least thirty (30) days have passed since the transmission of the first notice, or (ii) for which Customer has not paid for the Renewal Term and has not notified Site Industries, LLC of its desire to renew the Service by the End Date of the then current subscription term. The suspension is for the entire account and Customer understands that such suspension would therefore include Alias sub-accounts. Customer agrees that Site Industries, LLC shall not be liable to Customer or to any Customer Alias or other Third-Party for any suspension of the Service pursuant to this Section, except to the extent caused by Site Industries, LLC's breach of this Agreement.

8.2. Suspension for Ongoing Harm. Customer agrees that Site Industries, LLC may with reasonably contemporaneous telephonic notice to Customer suspend access to the Service if Site Industries, LLC reasonably concludes that Customer's Service is being used to engage in denial of service attacks, spamming, or illegal activity, and/or use of Customer's

Service is causing immediate, material and ongoing harm to Site Industries, LLC or others. In the extraordinary event that Site Industries, LLC suspends Customer's access to the Service, Site Industries, LLC will use commercially reasonable efforts to limit the suspension to the offending portion of the Service and resolve the issues causing the suspension of Service. Customer further agrees that Site Industries, LLC shall not be liable to Customer nor to any Third-Party for any suspension of the Service under such circumstances as described in this Section.

### 8.3. Termination for Cause, Convenience, and Expiration.

#### Termination for Cause.

Either party may immediately terminate this Agreement and all Estimates/Order Forms issued hereunder in the event the other party commits a material breach of any provision of this Agreement which is not cured within thirty (30) days of written notice from the non-breaching party.

Such notice by the complaining party shall expressly state all of the reasons for the claimed breach in sufficient detail so as to provide the alleged breaching party a meaningful opportunity to cure such alleged breach and shall be sent to the designated notice representative of the other party at the address listed in the heading of this Agreement (or such other address that may be provided pursuant to this Agreement) ("Notice").

#### Termination for Convenience.

The Customer may also terminate this Agreement for convenience upon thirty (30) days' prior written notice.

If this Agreement is terminated by Customer for any reason other than Site Industries, LLC's breach of this Agreement, then Site Industries, LLC shall be entitled to payment of any earned, outstanding, and unpaid Implementation Fees as set forth in Exhibit A (Pricing and Term) and Customer shall upon notice remit said amount due to Site Industries, LLC. Customer shall also be responsible for payment of licensing fees for any period during which Customer had access to and use of the Service prior to the effective date of termination.

Upon termination or expiration of this Agreement, Customer shall have no rights to continue use of the Service. If this Agreement is terminated as a result of Site Industries, LLC's breach of this Agreement, then Customer shall be entitled to refund of the pro rata portion of any subscription fees by Customer to Site Industries, LLC under this Agreement for the terminated portion of the Term. Customer shall not be responsible for licensing fees attributable to any period following the effective date of termination.

8.4. Handling of Customer Data in the Event of Termination. Customer agrees that following termination of Customer's account and/or use of the Service, Site Industries, LLC may immediately deactivate Customer's account and that following a reasonable period of not less than ninety (90) days shall be entitled to delete Customer's account from Site

Industries, LLC's "live" site. During this period and upon Customer's request, Site Industries, LLC will grant Customer limited access to the Service for at least thirty (30) days for the sole purpose of permitting Customer to retrieve Customer Data, without conditioning such access on payment of disputed amounts.

Upon request, Site Industries, LLC shall provide Customer Data in a commercially reasonable, usable electronic format.

Customer further agrees that Site Industries, LLC shall not be liable to Customer nor to any Third-Party for any termination of Customer access to the Service or deletion of Customer Data, provided that Site Industries, LLC is in compliance with the terms of this Section.

8.5 Non-Appropriation. The Customer's obligations under this Agreement are subject to the availability of current revenues appropriated by the governing body of the Customer for this purpose. In the event that sufficient funds are not appropriated for the payment of amounts due under this Agreement in any fiscal year, the Customer may terminate this Agreement without penalty upon written notice to Site Industries, LLC.

Upon such termination, Site Industries, LLC shall be entitled to payment for services properly performed and accepted by the Customer through the effective date of termination, including any earned, outstanding, and unpaid Implementation Fees and licensing fees for periods of use, but shall not be entitled to any early termination fees, penalties, or damages.

## **9. Modification; Discontinuation of the Service.**

9.1 Modification to the Service. Site Industries, LLC may make modifications to the Service or particular components of the Service from time to time and will use commercially reasonable efforts to notify Customer of any material modifications provided that such modifications do not materially reduce the functionality of the Service. Site Industries, LLC reserves the right to discontinue offering the Service at the conclusion of Customer's then current subscription term for such Service. Site Industries, LLC shall not be liable to Customer nor to any Third-Party for any modification of the Service as described in this Section.

9.2 To Applicable Terms. If Site Industries, LLC makes a material change to any applicable URL Terms, then Site Industries, LLC will notify Customer by either sending an email to the notification email address or posting a notice in the Administrator's instance of Customer's account. If the change has a material adverse impact on Customer and Customer does not agree to the change, Customer must so notify Site Industries, LLC within thirty (30) days after receiving notice of the change. If Customer notifies Site Industries, LLC as required, then Customer will remain governed by the URL Terms in effect immediately prior to the change until the end of the then current term for the affected Service. If the affected Service is renewed, it will be renewed under Site Industries, LLC's

then current URL Terms provided that no such URL Terms shall conflict with this Agreement, and in the event of a conflict, this Agreement shall control.

## **10. Definitions.**

"Affiliates" means any entity which directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with Customer, by way of majority voting stock ownership or the ability to otherwise direct or cause the direction of the management and policies of Customer.

"Customer Data" means all electronic data or information submitted to the Service by Customer or its Affiliates.

"Electronic Communications" means any transfer of signs, signals, text, images, sounds, data or intelligence of any nature transmitted in whole or part electronically received and/or transmitted through the Service.

"Estimate/Order Form" means a Site Industries, LLC estimate, renewal notification or order form in the name of and executed by Customer or its Affiliates and accepted by Site Industries, LLC which specifies the Service and implementation services to be provided by Site Industries, LLC subject to the terms of this Agreement.

"Help Documentation" means the online help center documentation describing the Service features, including User Guides which may be updated from time to time.

"Service" collectively, Site Industries, LLC's industry specific websites (the "Site Industries, LLC Service") and modules and/or management software as described in the applicable Help Documentation that is procured by Customer from Site Industries, LLC in the Estimate/Order Form and any subsequent Estimate/Order Form from time to time, including associated online components, but excluding Third-Party Applications and implementation services.

"Third-Party Applications" means online, Web-based applications or services and online software products that are provided by third parties, and interoperate with the Service, including but not limited to those listed on [www.siteind.com](http://www.siteind.com).

"Users" means individual or organizations [used interchangeably with "Customer(s)"] who are authorized by Customer to use the Service, for whom subscriptions to a Service have been procured, and who have been supplied user identifications and passwords by Customer (or by Site Industries, LLC at Customer's request). Users may include but are not limited to Customer's and Customer's Affiliates' employees, consultants, contractors and agents.

"User Guides" means the online user guides for the Service, accessible via login at the customer's website (under Help), as updated from time to time. Customer acknowledges that it has had the opportunity to review the User Guide through a trial account or testing period made available by Site Industries, LLC.

"URL Terms" means the terms with which Customer must comply, which are located at a URL and referenced in this Agreement.

11. Texas Public Information Act.

Site Industries, LLC acknowledges that the Customer is subject to the Texas Public Information Act, Chapter 552 of the Texas Government Code ("TPIA"), and that information related to this Agreement may be subject to disclosure under applicable law.

Site Industries, LLC agrees to reasonably cooperate with the Customer in responding to requests for public information, including by providing relevant documents or data in its possession upon request.

If Site Industries, LLC believes that any information provided to the Customer contains confidential or proprietary information, it may identify such information and provide the basis for its claim. The Customer will consider such claims in good faith; however, Site Industries, LLC understands that the Customer must comply with the TPIA and may be required to disclose such information unless an exception applies.

Nothing in this Agreement shall be construed to limit the Customer's obligations under the TPIA.

**12. Notices.**

All notices, requests, demands, and other communications under this Agreement ("Notices") shall be in writing and shall be deemed duly given only if delivered by: (i) personal delivery; (ii) a nationally recognized overnight courier (with tracking and confirmation of delivery); or (iii) certified or registered mail, return receipt requested, postage prepaid.

Notices shall be deemed received: (a) on the date of delivery if delivered personally; (b) on the next business day if sent by overnight courier; or (c) three (3) business days after mailing if sent by certified or registered mail.

Email may be used for routine communications; however, email shall not constitute valid notice under this Agreement for legal or contractual purposes, including, without limitation, notices of termination, breach, default, or indemnification, unless expressly acknowledged in writing by the receiving party.

Notices shall be sent to the following addresses (or to such other address as a party may designate by written notice in accordance with this Section):

**If to Site Industries, LLC (d/b/a CemSites):**

Site Industries, LLC dba CemSites  
c/o The Messenger Company  
318 E. 7<sup>th</sup> Street  
Auburn, IN 46706  
Attn: Office of the President

Email: sales@cemsites.com

**If to Customer:**

City of Hondo, Texas  
1600 Avenue M  
Hondo, Texas 78861  
Attn: City Manager  
Email: jnaron@hondo-tx.org

Either party may change its notice address by providing written notice in accordance with this Section.

13. Entire Agreement.

This Agreement, together with all exhibits, attachments, and documents incorporated by reference (including, without limitation, Exhibit A), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous negotiations, representations, agreements, or understandings, whether written or oral.

This Agreement may be amended only by a written instrument executed by authorized representatives of both parties. No terms or conditions contained in any purchase order, invoice, clickwrap, browsewrap, or other document shall modify or amend this Agreement unless expressly agreed to in writing by the Customer.

LICENSOR  
SITE INDUSTRIES, LLC

LICENSEE/CUSTOMER  
CITY OF HONDO

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print Name and Title

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

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

## **Exhibit A – Pricing and Term**

The Service shall be provided for a term of **five (5) years**, subject to the terms of this Agreement.

The total cost of the Service during the term of the Agreement shall be **\$65,837.50** which represents the combined total of the implementation fees of \$40,837.50 (“Implementation Fees”) which represent fees for initial system setup, configuration, and deployment of the Service and licensing fees of \$25,000.00. The Implementation Fees shall be payable in equal annual amounts of \$8,167.50 per year, and the licensing fees shall be payable at \$5,000 per year. All payments shall be payable in United States Dollars in certified funds to Site Industries, LLC, per the address in Section 12 and shall be due in full on the first (1<sup>st</sup>) day of each year of the Agreement term, beginning with the Effective Date of this Agreement. Any payment not received within thirty (30) business days after its due date shall be subject to a late fee equal to ten percent (10%) of the overdue amount. Payments are due as follows:

- Year 1: \$13,167.50
- Year 2: \$13,167.50
- Year 3: \$13,167.50
- Year 4: \$13,167.50
- Year 5: \$13,167.50

All payment obligations are subject to annual appropriation in accordance with Section 8.5 of this Agreement.

NOTE: All amounts included above are stated in United States Dollars (USD).