



REGULAR CITY COUNCIL MEETING

April 27, 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 27, 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/aetaajdf64jalxx2009a> Persons may submit questions or comments for items on the agenda by email to: 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.

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.

6. CONSIDERATION AND APPROVAL OF THE APRIL 13, 2026, REGULAR CITY COUNCIL MINUTES. (JULIE SCHNEIDER, CITY SECRETARY)
7. CONSIDERATION AND APPROVAL OF VARIOUS APPOINTMENTS TO BOARDS AND COMMISSIONS. (MAYOR MCANELLY)

OTHER BUSINESS

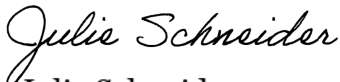
8. DISCUSS AND CONSIDER ACTION ON AMENDING AND/OR CANCELING CITY COUNCIL MEETING ON MAY 25, 2026 (JOHN NARON, CITY MANAGER)
9. CONSIDERATION AND APPROVAL OF ORDINANCE NO. 1318-04-26 OF THE CITY OF HONDO, TEXAS AMENDING APPENDIX A "FEE SCHEDULE," SET FORTH IN § A4.002 (ANIMAL CONTROL) OF THE CITY CODE OF ORDINANCES TO ESTABLISH AND/OR REVISE FEES FOR SPAY AND NEUTER SERVICES; PROVIDING FOR INCORPORATION INTO THE CODE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE. (CHIEF SOZA)
10. CONSIDERATION AND APPROVAL OF A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF HONDO, TEXAS REQUESTING FINANCIAL ASSISTANCE FROM THE TEXAS WATER DEVELOPMENT BOARD; AUTHORIZING THE FILING OF AN APPLICATION FOR ASSISTANCE; AND MAKING CERTAIN FINDINGS IN CONNECTION THEREWITH. (JOHN NARON, CITY MANAGER)
11. PUBLIC HEARING AND POSSIBLE ACTION REGARDING A REQUEST BY K&E CUSTOM HOMES LLC TO ANNEX AN APPROXIMATELY 3.696-ACRE TRACT OF LAND SITUATED IN MEDINA COUNTY, TEXAS, INTO THE CITY OF HONDO CITY LIMITS.
GENERALLY LOCATED ON THE SOUTH SIDE OF 34TH STREET EAST OF AVENUE H
 1. STAFF PRESENTATION
 2. APPLICANT PRESENTATION
 3. OPEN PUBLIC HEARING
 4. PUBLIC COMMENTS
 5. ADJOURN PUBLIC HEARING
 6. DISCUSS AND TAKE APPROPRIATE ACTION ON AN ORDINANCE ANNEXING AN APPROXIMATELY 3.696-ACRE TRACT OWNED BY K&E CUSTOM HOMES LLC INTO THE CORPORATE LIMITS OF THE CITY OF HONDO.
12. REZONING CASE NO. 002-26: REQUEST BY K&E CUSTOM HOMES LLC TO REZONE AN APPROXIMATELY 3.696-ACRE TRACT OF LAND SITUATED IN MEDINA COUNTY, TEXAS, CONTINGENT UPON ANNEXATION INTO THE CITY LIMITS OF THE CITY OF HONDO.
GENERALLY LOCATED ON THE SOUTH SIDE OF 34TH STREET EAST OF AVENUE H
 1. STAFF PRESENTATION
 2. APPLICANT PRESENTATION
 3. OPEN PUBLIC HEARING
 4. PUBLIC COMMENTS
 5. ADJOURN PUBLIC HEARING
 6. DISCUSS AND TAKE APPROPRIATE ACTION ON AN ORDINANCE REZONING AN APPROXIMATELY 3.696-ACRE TRACT OWNED BY K&E CUSTOM HOMES LLC FROM TEMPORARY ZONING (RE) TO (R-1).
13. DELIBERATE AND TAKE APPROPRIATE ACTION ON A DEVELOPMENT AND ANNEXATION AGREEMENT BETWEEN THE CITY OF HONDO AND K&E CUSTOM HOMES LLC REGARDING AN

APPROXIMATELY 3.696-ACRE TRACT OF LAND LOCATED IN MEDINA COUNTY, TEXAS,
INCLUDING AUTHORIZATION FOR THE CITY MANAGER TO EXECUTE THE AGREEMENT.

14. 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 21, 2026, at 5:00 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 830-426-3370.

[IGNORE_INDENT]

CITY OF HONDO
REGULAR CITY COUNCIL MEETING
April 13, 2026 – 6:00 p.m.
City Council Chambers
1600 Avenue M
Hondo, Texas

1. CALL TO ORDER

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

2. QUORUM

Present: Mayor **McAnelly**; Mayor Pro Tem **Ytuarte**; Councilmembers **Brett Williams, BJ McCollum, Rachel Ramirez.**

Absent: Councilmember **Makenna Lange**

3. INVOCATION

The invocation was delivered by Beverly Kelling, St. Paul Lutheran Church.

4. PLEDGE OF ALLEGIANCE

5. CITIZENS' / PUBLIC COMMENTS

Persons 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:

- Chavel Lopez addressed the Council regarding Animal Control and Public Officials' participation in protest.
-

6. PRESENTATIONS

Rik Adamski with Ashe Lime presented information regarding updating the Comprehensive plan along with Subcontractor Verdunity.

Discussion followed

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.

Motion:

Councilmember **Williams** moved to approve Items 7-10 on the Consent Agenda.

The motion was seconded by Councilmember **Ytuarte**.

7. Consideration and approval of March 23, 2026, Regular City Council minutes. (Julie Schneider)

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.

Vote: Motion passed unanimously.

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.

Motion:

Councilmember **Ytuarte** moved to approve the agreement with Cemsites LLC. The motion was seconded by Councilmember **Ramirez**.

12. Discuss and Consider action on changing the Fee Schedule regarding Spay and Neuter Services. (Chief Soza)

- Florestela Gonzales addressed the council with concerns to the Spay & Neuter program.

Motion:

Councilmember Williams made a motion to consider the ordinance change of citizens paying 50% of the bill and the city covering the other 50%. The motion was seconded by Councilmember McCollum.

13. ADJOURNMENT

There being no further business, Councilmember **Ytuarte** made a motion to adjourn, seconded by Councilmember **Williams**. The meeting was adjourned at **7:11 p.m.**

Passed and approved this 27th day of April 2026.

John McAnelly Jr., Mayor

ATTEST:

Julie Schneider, City Secretary



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City Council Communication

Title: CONSIDERATION AND APPROVAL OF VARIOUS APPOINTMENTS TO BOARDS AND COMMISSIONS. (MAYOR MCANELLY)

Date: April 27, 2026 **From:**

INFORMATION:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

None

STAFF CONTACTS:



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City Council Communication

Title: DISCUSS AND CONSIDER ACTION ON AMENDING AND/OR CANCELING CITY COUNCIL MEETING ON MAY 25, 2026 (JOHN NARON, CITY MANAGER)

Date: April 27, 2026 **From:**

INFORMATION:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

1. Memorial Day

STAFF CONTACTS:



MEMORIAL DAY

REMEMBER AND HONOR

**CITY OF HONDO OFFICES WILL BE
CLOSED ON MONDAY, MAY 25, IN
OBSERVANCE OF MEMORIAL DAY.**

Electric Dispatch
Available at 830-741-5077



THIS IS GOD'S COUNTRY

Hondo Police
Department Available
24/7 at 830-426-5353



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City Council Communication

Title: CONSIDERATION AND APPROVAL OF ORDINANCE NO. 1318-04-26 OF THE CITY OF HONDO, TEXAS AMENDING APPENDIX A "FEE SCHEDULE," SET FORTH IN § A4.002 (ANIMAL CONTROL) OF THE CITY CODE OF ORDINANCES TO ESTABLISH AND/OR REVISE FEES FOR SPAY AND NEUTER SERVICES; PROVIDING FOR INCORPORATION INTO THE CODE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE. (CHIEF SOZA)

Date: April 27, 2026

From:

INFORMATION:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

1. 1318-04-26 SPAY & NEUTER
2. Proposed Fee Schedule 2025-2026 ANIMAL SPAY_NEUTER

STAFF CONTACTS:

ORDINANCE NO. 1318-04-26

AN ORDINANCE OF THE CITY OF HONDO, TEXAS AMENDING THE FEE SCHEDULE SET FORTH IN § A4.002 (ANIMAL CONTROL) OF THE CITY CODE OF ORDINANCES TO ESTABLISH AND/OR REVISE FEES FOR SPAY AND NEUTER SERVICES; PROVIDING FOR INCORPORATION INTO THE CODE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Hondo regulates animal control matters pursuant to its police powers and Chapter 822 of the Texas Health and Safety Code; and

WHEREAS, § A4.002 of the City's Code of Ordinances establishes fees related to animal control services, including registration, impoundment, and other related services; and

WHEREAS, the City Council finds that promoting spay and neuter services is in the public interest to reduce stray animal populations, improve public health and safety, and decrease shelter intake and euthanasia rates; and

WHEREAS, the City Council finds it appropriate to apportion a portion of the costs of spay and neuter services to participating residents through the establishment of fees, so that available public funds may be leveraged to serve a greater number of animals and maximize the effectiveness of the City's animal control and population management efforts;

WHEREAS, the City Council desires to amend the fee schedule to establish and/or revise fees associated with spay and neuter services to encourage responsible pet ownership and offset program costs; and

WHEREAS, the City Council finds that the fees established herein are reasonable and necessary to recover costs associated with providing such services;

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

SECTION 1. AMENDMENT TO FEE SCHEDULE. Section A4.002 (Animal Control) of the Code of Ordinances of the City of Hondo is hereby amended to incorporate spay and neuter service fees as set forth in **Exhibit "A"**, attached hereto and made a part hereof for all purposes.

SECTION 2. INCORPORATION OF RECITALS. The City Council finds that the recitals in the preamble of this Ordinance are true and correct and incorporates them as findings of fact.

SECTION 3. SEVERABILITY. If any section, subsection, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance, which shall remain in full force and effect.

SECTION 4. OPEN MEETINGS COMPLIANCE. It is hereby officially found and determined that the meeting at which this Ordinance 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 Chapter 551 of the Texas Government Code.

SECTION 5. PUBLICATION. This ordinance shall be published as required by law.

SECTION 6. EFFECTIVE DATE. This ordinance shall become effective upon the adoption of this Ordinance, and any notice and publication required by City Charter or other law.

PASSED, APPROVED AND ADOPTED this ___ day of _____, 2026, by a vote of ___ (ayes) to ___ (nays) with ___ abstentions by the City Council of the City of Hondo, Texas.

CITY OF HONDO, TEXAS

John McAnelly, Mayor

ATTEST:

Julie Schneider, City Secretary



CITY OF HONDO FY 2025/2026 COMPREHENSIVE FEE SCHEDULE

Appendix A

CURRENT ADOPTED
FY2025/2026

PROPOSED CHANGES
FY2025/2026

A1.006-POLICE DEPT	CURRENT ADOPTED FY2025/2026	PROPOSED CHANGES FY2025/2026
FEEES FOR COPIES OF REPORTS		
Accident	Based on Texas Law Code	
Call for Service	Based on Texas Law Code	
Arrest (w/ Identification ONLY)	Based on Texas Law Code	
Incident/Offense (Public Info. ONLY)	Based on Texas Law Code	
Finger Print Cards	Based on Texas Law Code	
ANIMAL REGISTRATION (Dogs & Cats)		
Spayed or Neutered (sterilized) or under 1 year old	\$5	
NOT Spayed or Neutered	\$7	
ANIMAL SPAY OR NEUTER COST (Dogs & Cats)	NO CHARGE	50% OF COST
ANIMAL IMPOUNDMENT		
 Dogs & Cats		
(each NOT Spayed or Neutered (sterilized))		
First Offense in 12month period	\$30	
Second Offense in 12month period	\$40	
Third Offense in 12month period	\$50	
Fourth Offense in 12month period	\$60	
 Dogs & Cats (each Spayed or Neutered (sterilized))		
First Offense in 12month period	\$25	
Second Offense in 12month period	\$30	
Third Offense in 12month period	\$40	
Fourth Offense in 12month period	\$50	
HANDLING FEE	\$10 per day, or fraction there of	
Daily charge that an animal is at the shelter in addition to impoundment fees		
A1.006-POLICE DEPT		
PROOF OF CURRENT VACCINATION	\$22	
If proof is <u>not</u> provided for any animal over 3m of age an additional charge is applied		



CITY OF HONDO FY 2025/2026 COMPREHENSIVE FEE SCHEDULE
Appendix A

	CURRENT ADOPTED FY2025/2026	PROPOSED CHANGES FY2025/2026
QUARANTINE FEES	\$12 per day, or fraction there of	
Daily charge that an animal is at the shelter in addition to impoundment fees		
Owners of animals destroyed by the Animal Control Officer shall be assessed additional fees, as appropriate, in addition to the existing impound fees, per destroyed animal, when the animal is not suspected of rabies infection		
Rabies Examination	\$50	
Euthanasia Fee	\$25	
ADOPTION FEE	\$30	
ANIMAL DISPOSAL	\$25	
Any animals surrender by owners		
DANGEROUS DOG	\$50	
MICROCHIP DEPOSIT	\$10	



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City Council Communication

Title: CONSIDERATION AND APPROVAL OF A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF HONDO, TEXAS REQUESTING FINANCIAL ASSISTANCE FROM THE TEXAS WATER DEVELOPMENT BOARD; AUTHORIZING THE FILING OF AN APPLICATION FOR ASSISTANCE; AND MAKING CERTAIN FINDINGS IN CONNECTION THEREWITH. (JOHN NARON, CITY MANAGER)

Date: April 27, 2026

From:

INFORMATION:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

1. TWDB-0201A

STAFF CONTACTS:

Application Filing and Authorized Representative Resolution

A RESOLUTION by the City Council of the City of Hondo, Texas requesting financial assistance from the Texas Water Development Board; authorizing the filing of an application for assistance; and making certain findings in connection therewith.

BE IT RESOLVED BY THE _____ OF THE _____:

SECTION 1: That an application is hereby approved and authorized to be filed with the Texas Water Development Board seeking financial assistance in an amount not to exceed \$ _____ to provide for the costs of _____.

SECTION 2: That John Naron, City Manager be and is hereby designated the authorized representative of the City of Hondo, Texas for purposes of furnishing such information and executing such documents as may be required in connection with the preparation and filing of such application for financial assistance and the rules of the Texas Water Development Board.

SECTION 3: That the following firms and individuals are hereby authorized and directed to aid and assist in the preparation and submission of such application and appear on behalf of and represent the City of Hondo, Texas before any hearing held by the Texas Water Development Board on such application, to wit:

Financial Advisor: Samco Capital Markets, Inc.

Engineer: Trilogy Engineering Services, LLC
Schaumburg & Polk, Inc.

Bond Counsel: McCall, Parkhurst & Horton L.L.P

PASSED AND APPROVED, this the _____ day of _____, 20_____.

ATTEST: _____

By: _____

(Seal)



THIS IS GOD'S COUNTRY

City Council Communication

Title: PUBLIC HEARING AND POSSIBLE ACTION REGARDING A REQUEST BY K&E CUSTOM HOMES LLC TO ANNEX AN APPROXIMATELY 3.696-ACRE TRACT OF LAND SITUATED IN MEDINA COUNTY, TEXAS, INTO THE CITY OF HONDO CITY LIMITS.
GENERALLY LOCATED ON THE SOUTH SIDE OF 34TH STREET EAST OF AVENUE H

1. STAFF PRESENTATION
2. APPLICANT PRESENTATION
3. OPEN PUBLIC HEARING
4. PUBLIC COMMENTS
5. ADJOURN PUBLIC HEARING
6. DISCUSS AND TAKE APPROPRIATE ACTION ON AN ORDINANCE ANNEXING AN APPROXIMATELY 3.696-ACRE TRACT OWNED BY K&E CUSTOM HOMES LLC INTO THE CORPORATE LIMITS OF THE CITY OF HONDO.

Date: April 27, 2026

From:

INFORMATION:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

1. 1320-04-26 Ordinance_Annexing(K_Gear)
2. GEAR ANNEXATION PETITION
3. GREEN MEADOWS SUBDIVISION
4. METES & BOUNDS
5. SERVICE PLAN rev

STAFF CONTACTS:

ORDINANCE NO. 1320-04-26

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HONDO, TEXAS, GRANTING A PETITION FOR VOLUNTARY ANNEXATION; PROVIDING FOR THE EXTENSION OF THE CITY'S FULL-PURPOSE MUNICIPAL BOUNDARIES TO INCLUDE AN APPROXIMATELY 3.696-ACRE TRACT OF REAL PROPERTY LOCATED IN MEDINA COUNTY, TEXAS; INCORPORATING SAID TRACT INTO THE CITY LIMITS; GRANTING TO ALL INHABITANTS WITHIN THE ANNEXED AREA ALL RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND SUBJECTING THEM TO ALL APPLICABLE LAWS AND ORDINANCES OF THE CITY; ADOPTING A MUNICIPAL SERVICE PLAN; AND AUTHORIZING CITY STAFF TO UPDATE THE OFFICIAL MAP OF MUNICIPAL BOUNDARIES.

WHEREAS, Section 43.0671 of the Texas Local Government Code authorizes the City of Hondo, Texas (the "City"), a home-rule municipality, to annex an area if each owner of land in the area requests annexation, subject to applicable laws and procedures; and

WHEREAS, K&E Custom Homes LLC, acting through its authorized representative, Kevin Gear, as owner of an approximately **3.696-acre tract of land** situated in Medina County, Texas, as more particularly described in **Exhibit "B,"** has submitted a **Petition for Voluntary Full-Purpose Annexation**, attached as **Exhibit "A,"** requesting that said property be included within the corporate limits of the City of Hondo; and

WHEREAS, pursuant to Section 43.016 of the Texas Local Government Code, the Property Owners decline to enter into a non-annexation development agreement with the City; and

WHEREAS, the City has prepared a Municipal Services Plan in accordance with Section 43.0672 of the Texas Local Government Code, setting forth municipal services to be provided to the property upon annexation; and

WHEREAS, in accordance with Section 9.02 of the City Charter of the City of Hondo, the Planning and Zoning Commission ("Commission") has reviewed the proposed annexation and provided its recommendation to the City Council, as required by the Charter.

WHEREAS, pursuant to Section 43.0673 of the Texas Local Government Code, the City Council of the City of Hondo held a *Public Hearing* where all interested persons were provided with an opportunity to be heard on April 20, 2026, at 1:00 PM in the City Council Chambers at City Hall, which is located at 1600 Avenue M, Hondo Texas 78861 in accordance with Subchapter C-3 of Chapter 43 of the Texas Local Government Code; and

WHEREAS, the City Council for the City of Hondo ("City Council"), having duly considered the Commission's recommendation, finds that annexation of the property is in the best interest of the City and will promote orderly growth, extend municipal services efficiently, and protect the public health, safety, and welfare; and

WHEREAS, upon annexation, the property will become subject to the jurisdiction, ordinances, and regulations of the City of Hondo, and the owners and inhabitants thereof will be entitled to all rights and privileges of other citizens of the City; and

WHEREAS, the City Council now desires to approve and adopt this Ordinance to formally annex the property and approve the corresponding Municipal Services Plan.

WHEREAS, the procedures prescribed by the Texas Local Government Code and the laws of this state, including all notice and hearing requirements, have been duly followed with respect to the following described Annexed Property, to wit:

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

Section 1. Incorporating Recitals. That the above recitals are hereby found to be true and correct and incorporated herein for all purposes.

Section 2. Annexation and Extension of City Boundaries. That certain tract of land containing approximately **3.696 acres**, situated in Medina County, Texas, and being more particularly described by metes and bounds in **Exhibit “B”** attached hereto and incorporated herein for all purposes (the “Annexed Property”), is hereby annexed into and made a part of the corporate limits of the City of Hondo, Medina County, Texas. The present boundary limits of the City are hereby altered and extended to include the Annexed Property, and from and after the effective date of this Ordinance, the Annexed Property shall be included within the territorial limits of the City of Hondo and subject to the jurisdiction thereof.

Section 3. Assignment of zoning District to Annexed Property. That the City Council has determined that the assignment of the “**RE**” **Residential Estate Zoning District** to the Annexed Property described in **Exhibit “B”** is appropriate to promote the health, safety, and general welfare of the City and to ensure the safe and orderly development of the territory consistent with surrounding land uses.

That the “**RE**” **Residential Estate Zoning District** shall serve as the **temporary zoning classification** for said property upon annexation, pending further zoning action by the City Council following public hearing and recommendation by the Planning and Zoning Commission in accordance with applicable law. Should the City Council, after such proceedings, determine that the “**RE**” classification is appropriate for the property, such designation shall thereafter be deemed the **permanent zoning classification** for the annexed area.

Section 4. Rights and Privileges. The inhabitants of the Annexed Property shall hereafter be entitled to all the rights and privileges of other citizens of the City of Hondo and shall be bound by and subject to all of the acts, ordinances, resolutions, rules, and regulations of the City now in effect or hereafter adopted.

Section 5. Municipal Service Plan. That the Municipal Service Plan for the Annexed Property, which was made available for public inspection at the *Public Hearing* referenced above, is

hereby approved with a copy of said plan being attached hereto and incorporated by reference for all purposes and labeled **Exhibit “C”**.

Section 6. Filing and Mapping. The City Secretary is hereby directed to file with the County Clerk of Medina County, Texas, a certified copy of this Ordinance. Once adopted, the City Secretary shall take such action(s) as necessary to update the official map of the municipal boundaries and extraterritorial jurisdiction of the City of Hondo to reflect the territory annexed by this Ordinance, specifically the Annexed Property further identified in Exhibit B.

PASSED by an affirmative vote of all members of the City Council this the _____ day of _____, 2026.

APPROVED:

John McAnelly, Mayor

ATTEST:

Julie Schneider, City Secretary

EXHIBIT "A"
Annexation Petition

EXHIBIT "B"
Metes and Bounds of Property

**EXHIBIT “C”
MUNICIPAL SERVICE PLAN**


CITY OF HONDO
PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

TO THE MAYOR OF THE CITY COUNCIL OF HONDO, TEXAS:

The undersigned owner of the real property described herein, which is vacant and without residents, or upon which fewer than three (3) qualified voters reside, hereby voluntarily waives any right to be offered a development agreement pursuant to Section 43.016 of the Texas Local Government Code. The undersigned further petitions and requests that the City Council of the City of Hondo, Texas, voluntarily annex the property and extend the City's corporate limits to include the territory described below:

A 3.696 acres of land situated immediately south of and adjoining the existing corporate limits of the City of Hondo, Medina County, Texas, out of Survey No. 183, Abstract No. 889, F. Sybelle, Original Grantee, being a portion of that certain 6.932-acre tract conveyed to K & E Custom Homes, LLC by Green Meadows Subdivision Management, LLC, by Deed dated February 7, 2025, recorded under Instrument No. 2025001147 of the Official Public Records of Medina County, Texas, and being more particularly described by metes and bounds in that certain survey dated December 30, 2025, attached hereto as **Exhibit "A"** and incorporated herein for all purposes.

The undersigned further certify that the described tract of land is contiguous and adjacent to the corporate limits of the City of Hondo, Texas, and that this Petition is signed and duly acknowledged by the owner of the property, being the sole owner holding an ownership interest therein.

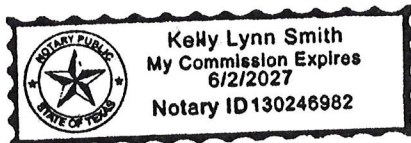
Signed: 
Kevin Gear, Authorized Represenitive of
K&E Custom Homes LLC
(Owner)

THE STATE OF TEXAS

COUNTY OF MEDINA

BEFORE ME, the undersigned authority, on this day personally appeared **KEVIN GEAR**, known to me to be the person whose names are subscribed to the foregoing instrument and each acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 18th day of February, 2026.



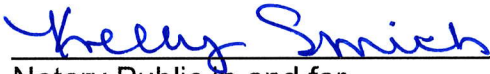

Notary Public in and for
Medina County, Texas.

Exhibit A
Survey

FIELD NOTES TO DESCRIBE

A survey of 3.696 acres of land situated just South and adjoining the Corporate Limits of the City of Hondo, in Medina County, Texas, out of Survey No. 183, Abstract No. 889, F. Sybelle, original Grantee, being a portion of that certain 6.932 acres of land described in a Deed to K & E Custom Homes, LLC from Green Meadows Subdivision Management, LLC, dated February 7, 2025, as recorded in Instrument No. 2025001147 of the Official Public Records of Medina County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING: At a 5/8" iron pin set on the West R.O.W. line of F.M. Highway 462 and the East line of said 6.932 acres of land, for the Southeast corner of this survey from which a 5/8" iron pin set for the Southeast corner of said 6.932 acres of land bears S 00-23-08 E 10.00 feet;

THENCE: Parallel to and 10.00 feet North of the South line of said 6.932 acres of land, S 89-39-33 W 603.68 feet to a 5/8" iron pin set for an angle point, S 70-52-23 W 413.53 feet to a 5/8" iron pin set for an angle point, and S 89-34-27 W 94.85 feet to a 5/8" iron pin set for the Southwest corner of this survey;

THENCE: N 00-19-00 W 134.97 feet to a 5/8" iron pin set for an angle point in the North line of said 6.932 acres of land, the Southwest terminus corner of Avenue "H", and the Northwest corner of this survey;

THENCE: Along the South terminus line of said Avenue "H" and the North line of said 6.932 acres of land, S 89-18-59 E 60.01 feet to a 5/8" iron pin set at the beginning of a curve to the right at the Southeast terminus corner of said Avenue "H", and an angle point of this survey;

THENCE: Along the South line of 34th Street and the North line of said 6.932 acres of land, the following courses:

Along the arc of said curve to the right having a radius of 15.00 feet, a central angle of 71°11'23", a tangent of 10.74 feet, and a chord which bears N 35-16-41 E 17.46 feet, a distance of 18.64 feet to a 5/8" iron pin set at the end of said curve for an angle point;

N 70-52-23 E 419.89 feet to a 5/8" iron pin set for an angle point;

N 89-39-33 E 417.43 feet to a 5/8" iron pin set at the point-of-curvature of a curve to the right for an angle point;

Along the arc of said curve to the right having a radius of 10.00 feet, a central angle of $48^{\circ}11'23''$, a tangent of 4.47 feet, and a chord which bears S 66-14-46 E 8.16 feet, a distance of 8.41 feet to a 5/8" iron pin set at the point-of-curvature of a curve to the left for an angle point;

Along the arc of said curve to the left having a radius of 50.00 feet, a central angle of $81^{\circ}26'58''$, a tangent of 43.04 feet, and a chord which bears S 82-52-34 E 65.24 feet, a distance of 71.08 feet to a 5/8" iron pin set for the upper Southwest corner of Lot 17B of a replat of Lot 17 of Green Meadows Subdivision, Unit 3, and the upper Northeast corner of this survey;

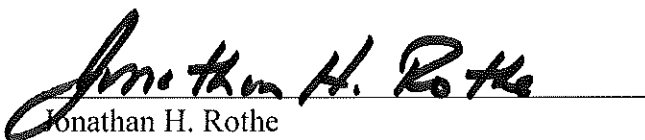
THENCE: Along the Southwest line of said Lot 17B, S 22-03-50 E 10.73 feet to a 5/8" iron pin set for the Southwest corner of said Lot 17B, and an interior corner of this survey;

THENCE: Along the South line of said Lot 17B, EAST 128.63 feet to a 5/8" iron pin set on the West R.O.W. line of said F.M. Highway 462 and the East line of said 6.932 acres of land, for the Southeast corner of said Lot 17B, and the lower Northeast corner of this survey;

THENCE: Along the West R.O.W. line of said F.M. Highway 462 and the East line of said 6.932 acres of land, S 00-23-08 E 127.46 feet to the POINT OF BEGINNING.

The bearings are relative to Geodetic North WGS 84 as taken from GPS Observations.

I certify that the foregoing field note description was prepared from an actual survey made under my supervision on the ground and that same is true and correct. Witness my hand and seal this the 30th day of December, 2025.



Jonathan H. Rothe
Registered Professional Land Surveyor No. 6286
1705 Avenue K, P.O. Box 426
Hondo, Texas 78861
Ph. (830) 426-3005



SERVICE PLAN FOR ANNEXED AREA

City of Hondo, Texas

Acreage Annexed: 3.696 acres

Legal Description: As depicted and described in Exhibit “A,” which contains the metes and bounds description of the property (the “Annexation Area”).

Date of Adoption of Annexation Ordinance: Ordinance No. 1320-4-26 April 27, 2026

Municipal Services. Municipal services to the acreage described above shall be furnished by or on behalf of the City of Hondo, Texas, (“City”) at the following levels and in accordance with the following schedule:

(A) *Police Services.*

- (1) Patrolling, responses to calls, and other routine police services, within the limits of existing personnel and equipment, will be provided beginning on the effective date of annexation.
- (2) As development and construction commence within this area, the City will provide services at levels comparable to those provided in other areas of the City with similar land uses and population densities, in accordance with City policies and budgetary processes.

(B) *Health and Code Compliance Services.*

- (1) Enforcement of the City’s health ordinances and regulations including, but not limited to, weed and brush ordinances, junked and abandoned vehicle ordinances, food handlers’ ordinances and animal control ordinances, shall be provided within this area on the effective date of the annexation ordinance. These ordinances and regulations will be enforced through the use of existing personnel. Complaints of ordinance or regulation violations within this area will be responded to and investigated by existing personnel beginning with the effective date of the annexation ordinance.
- (2) The City’s building, plumbing, electrical, gas heating, air conditioning and all other construction codes will be enforced within this area beginning with the effective date of the annexation ordinance. Existing personnel will be used to provide these services.
- (3) The City’s subdivision and other ordinances shall be enforced in this area beginning on the effective date of the annexation ordinance.
- (4) All inspection services furnished by the City of Hondo, but not mentioned above, will be provided to this area beginning on the effective date of the annexation ordinance. Any property owner or his/her assigns who in good faith has a new building or

structure, as defined in the Comprehensive Zoning Ordinance, under construction on the effective date of annexation shall be exempted from these inspections for that building or structure under construction for a period of one year from the effective date of annexation. For the purpose of this ordinance “under construction” shall mean any work that requires a building permit from the City of Hondo.

- (5) As development and construction commence within this area, sufficient personnel will be provided to continue to furnish this area with the same level of Health and Code compliance services as are furnished throughout the City.

(C) Planning and Zoning Services

- (1) The planning and zoning jurisdiction of the City will extend to this area on the effective date of the annexation ordinance. City planning will thereafter encompass this property, and it shall be entitled to consideration for zoning in accordance with the City’s Comprehensive Plan, Building Code, and the Municipal Code of Ordinances.

(D) Recreation and Leisure Services

- (1) Residents of this property may utilize all existing recreational and leisure services facilities and sites throughout the City beginning with the effective date of the annexation ordinance.
- (2) Existing parks, playgrounds, swimming pools and other recreation and leisure facilities within this property shall, upon dedication to and acceptance by the City, be maintained and operated by the City of Hondo.

(E) Solid Waste Collection

- (1) Solid waste collection shall be provided to the property owner in accordance with existing City policies as to frequency and charges, beginning on the effective date of annexation.

(F) Streets

- (1) The City of Hondo’s existing policies with regard to streets, roads and street/roadway lighting maintenance, applicable throughout the entire City, shall apply to this property beginning immediately as of the effective date of the annexation ordinance.
- (2) As development, improvements or construction of streets to the City standards commence within this property, the policies of the City of Hondo with regard to impact fees and participation in the cost thereof, acceptance upon completion, and maintenance after completion, shall apply.
- (3) The same level of maintenance shall be provided to public streets and roadways within this property that have been accepted by the City of Hondo as is provided to like City streets and roadways throughout the City.

(G) Water Services

- (1) City will provide municipal water service in accordance with the existing City policies. Upon connection, retail water service will be provided at rates established by City ordinances for such services throughout the City.
- (2) Private water lines within this property shall be maintained by their owners, in accordance with existing policies applicable throughout the City.

(H) Sanitary Sewer Services

- (1) Connections to existing City sanitary sewer mains for sanitary sewage service in this area will be provided in accordance with the existing City policies. Upon connection, sanitary sewage service will be provided at rates established by City ordinances for such services throughout the City.
- (2) Sanitary sewer mains and/or lift stations which are within the annexed area and are connected to City mains shall be maintained by the City of Hondo beginning with the effective date of the annexation ordinance or upon acquisition by the City.
- (3) Sanitary sewer mains of the City will be extended in accordance with the provisions of the Municipal Code of Ordinances and engineering standards and other applicable ordinances and regulations. City participation in the costs of these extensions shall be in accordance with applicable City ordinances and regulations and will be provided as otherwise available in other parts of the City with topography, land uses, and population densities similar to those reasonably contemplated or projected in the area.
- (4) Previously granted exceptions to the requirements of connections to the City's sanitary sewer treatment system or Off-Site Sanitary Sewer Facilities (OSSF) constructed prior to annexation shall be continued until such alternate systems are determined to no longer function to meet the sanitary sewer needs of the subdivision granted the exception or for systems installed prior to annexation in accordance with applicable City ordinances and state law..

(I) Public Utilities.

- (1) Other public utilities will be provided by the City's franchisee or a provider holding a CCN issued by the state to serve that area.

(J) Miscellaneous.

- (1) General municipal administration services of the City shall be available to the annexed area beginning with the effective date of the annexation ordinance.



THIS IS GOD'S COUNTRY

City Council Communication

Title: REZONING CASE NO. 002-26: REQUEST BY K&E CUSTOM HOMES LLC TO REZONE AN APPROXIMATELY 3.696-ACRE TRACT OF LAND SITUATED IN MEDINA COUNTY, TEXAS, CONTINGENT UPON ANNEXATION INTO THE CITY LIMITS OF THE CITY OF HONDO.
GENERALLY LOCATED ON THE SOUTH SIDE OF 34TH STREET EAST OF AVENUE H

1. STAFF PRESENTATION
2. APPLICANT PRESENTATION
3. OPEN PUBLIC HEARING
4. PUBLIC COMMENTS
5. ADJOURN PUBLIC HEARING
6. DISCUSS AND TAKE APPROPRIATE ACTION ON AN ORDINANCE REZONING AN APPROXIMATELY 3.696-ACRE TRACT OWNED BY K&E CUSTOM HOMES LLC FROM TEMPORARY ZONING (RE) TO (R-1).

Date: April 27, 2026 **From:**

INFORMATION:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

1. 1319-04-26 ORDINANCE
2. GEAR ZONING - Neighbor Letter
3. GEAR MAP
4. NOTICE OF PUBLIC HEARING ZONING-paper notice
5. P&Z MEMO

STAFF CONTACTS:

ORDINANCE NO. 1319-04-26

AN ORDINANCE OF THE CITY OF HONDO, TEXAS, REZONING APPROXIMATELY 3.696 ACRES OF LAND GENERALLY LOCATED ON THE SOUTH SIDE OF 34TH STREET, EAST OF AVENUE H IN HONDO, TEXAS, FROM RESIDENTIAL ESTATE (RE) TO RESIDENTIAL ONE (R-1) DISTRICT; PROVIDING FINDINGS OF FACT; DECLARING COMPLIANCE WITH CHAPTER 211 OF THE TEXAS LOCAL GOVERNMENT CODE AND APPLICABLE NOTICE AND HEARING REQUIREMENTS; PROVIDING A REPEALER AND SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Hondo, Texas (“City”) is a home-rule municipality empowered by Chapter 211 of the Texas Local Government Code and its Charter to regulate the use of land within its incorporated limits through zoning regulations and zoning district boundaries; and

WHEREAS, the City Council of the City of Hondo (“City Council”) previously approved and adopted the Hondo Unified Development Code (“UDC”) and Comprehensive Zoning Map on January 8, 2018, by Ordinance No. 1148-01-18, as may be amended from time to time; and

WHEREAS, State Law and the UDC provide procedures for amending the City’s official zoning map and changing the classification of property within the corporate limits; and

WHEREAS, K&E Custom Homes LLC, as owner of the property described herein, acting through its authorized representative, Kevin Gear, submitted a petition for voluntary annexation to the City of Hondo, Texas, and the property was subsequently annexed into the corporate limits of the City by ordinance of the City Council, at which time it was assigned a temporary zoning classification of Residential Estate (RE) in accordance with the City’s Code of Ordinances; and

WHEREAS, K&E Custom Homes LLC, acting through its authorized representative, Kevin Gear, as owner of an approximately 3.696-acre tract of land situated within the corporate limits of the City of Hondo, Medina County, Texas, and being more particularly described by metes and bounds in **Exhibit “A”** attached hereto and incorporated herein for all purposes (the “Property”), submitted an application requesting a zoning change from Residential Estate (RE) to Residential One (R-1);

WHEREAS, notice of public hearings before both the Planning and Zoning Commission and the City Council regarding the requested zoning change was duly published in the Hondo Anvil Herald, a newspaper of general circulation in the City of Hondo on April 2, 2026, and

WHEREAS, written notice of the public hearings before the Planning and Zoning Commission and the City Council was sent on April 10, 2026, to each owner of real property, as indicated on the approved tax roll of the City of Hondo, within 200 feet of the property to be rezoned, with such notice provided in accordance with Section 211.007 of the Texas Local Government Code; and

WHEREAS, the Planning and Zoning Commission conducted said public hearing on April 20, 2026, and, after due consideration and deliberation, voted to recommend approval of the requested zoning change from Residential Estate (RE) to Residential One District (R-1); and

WHEREAS, the City Council of the City of Hondo conducted a public hearing on the proposed zoning change on **April 27, 2026**, after due notice in compliance with Chapter 211 of the Texas Local Government Code; and

WHEREAS, the City Council, having given full consideration to the request, the staff report, the recommendation of the Planning and Zoning Commission, and all testimony and evidence presented at the public hearing, finds that the proposed zoning change is in the best interest of the City, consistent with the City's Comprehensive Plan, and promotes the public health, safety, and general welfare of the community.

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

SECTION 1. ZONING AMENDMENT. The zoning district for a **3.696-acre tract of land generally located on the south side of 34th Street, East of Avenue H** situated within the corporate limits of the City of Hondo, Medina County, Texas, and being more particularly described by metes and bounds in **Exhibit "A"** attached hereto and incorporated herein for all purposes (the "Property"), is hereby amended from Residential Estate (RE) to Residential One (R-1) District.

Further, in accordance with Section 3.3 of the UDC, as of the effective date of this Ordinance, the City Council hereby authorizes and directs City staff to amend the City's Official Zoning Map to reflect the zoning change set forth herein.

SECTION 2. DECLARATION OF COMPLIANCE. The City Council hereby finds and declares that all required notices and public hearings for this zoning change have been duly given and conducted as required by the City of Hondo Code of Ordinances and the laws of the State of Texas.

SECTION 3. PUBLIC PURPOSE. The City Council finds that this zoning change promotes sound land use, is consistent with the City's Comprehensive Plan, and is necessary for the orderly growth and development of the City, thereby serving a valid public purpose.

SECTION 4. INCORPORATION OF RECITALS. The City Council finds that the recitals in the preamble of this Ordinance are true and correct and incorporate them as findings of fact.

SECTION 5. REPEALER. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed to the extent of such conflict.

SECTION 6. SEVERABILITY. If any section, subsection, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance, which shall remain in full force and effect.

SECTION 7. OPEN MEETINGS COMPLIANCE. It is hereby officially found and determined that the meeting at which this Ordinance 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 Chapter 551 of the Texas Government Code.

SECTION 8. EFFECTIVE DATE. This ordinance shall become effective upon the adoption of this Ordinance, and any notice and publication required by City Charter or other law.

PASSED, APPROVED AND ADOPTED this ___ day of _____, 2026, by a vote of ___ (ayes) to ___ (nays) with ___ abstentions by the City Council of the City of Hondo, Texas.

CITY OF HONDO, TEXAS

John McAnelly, Mayor

ATTEST:

Julie Schneider, City Secretary

Exhibit A

THE STATE OF TEXAS
COUNTY OF MEDINA

PREPARED FOR: K & E Custom Homes L.L.C

FIELD NOTES TO DESCRIBE

A survey of 3.696 acres of land situated just South and adjoining the Corporate Limits of the City of Hondo, in Medina County, Texas, out of Survey No. 183, Abstract No. 889, F. Sybelle, original Grantee, being a portion of that certain 6.932 acres of land described in a Deed to K & E Custom Homes, LLC from Green Meadows Subdivision Management, LLC, dated February 7, 2025, as recorded in Instrument No. 2025001147 of the Official Public Records of Medina County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING: At a 5/8" iron pin set on the West R.O.W. line of F.M. Highway 462 and the East line of said 6.932 acres of land, for the Southeast corner of this survey from which a 5/8" iron pin set for the Southeast corner of said 6.932 acres of land bears S 00-23-08 E 10.00 feet;

THENCE: Parallel to and 10.00 feet North of the South line of said 6.932 acres of land, S 89-39-33 W 603.68 feet to a 5/8" iron pin set for an angle point, S 70-52-23 W 413.53 feet to a 5/8" iron pin set for an angle point, and S 89-34-27 W 94.85 feet to a 5/8" iron pin set for the Southwest corner of this survey;

THENCE: N 00-19-00 W 134.97 feet to a 5/8" iron pin set for an angle point in the North line of said 6.932 acres of land, the Southwest terminus corner of Avenue "H", and the Northwest corner of this survey;

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N 89-39-33 E 417.43 feet to a 5/8" iron pin set at the point-of-curvature of a curve to the right for an angle point;

Along the arc of said curve to the right having a radius of 10.00 feet, a central angle of $48^{\circ}11'23''$, a tangent of 4.47 feet, and a chord which bears S 66-14-46 E 8.16 feet, a distance of 8.41 feet to a 5/8" iron pin set at the point-of-curvature of a curve to the left for an angle point;

Along the arc of said curve to the left having a radius of 50.00 feet, a central angle of $81^{\circ}26'58''$, a tangent of 43.04 feet, and a chord which bears S 82-52-34 E 65.24 feet, a distance of 71.08 feet to a 5/8" iron pin set for the upper Southwest corner of Lot 17B of a replat of Lot 17 of Green Meadows Subdivision, Unit 3, and the upper Northeast corner of this survey;

THENCE: Along the Southwest line of said Lot 17B, S 22-03-50 E 10.73 feet to a 5/8" iron pin set for the Southwest corner of said Lot 17B, and an interior corner of this survey;

THENCE: Along the South line of said Lot 17B, EAST 128.63 feet to a 5/8" iron pin set on the West R.O.W. line of said F.M. Highway 462 and the East line of said 6.932 acres of land, for the Southeast corner of said Lot 17B, and the lower Northeast corner of this survey;

THENCE: Along the West R.O.W. line of said F.M. Highway 462 and the East line of said 6.932 acres of land, S 00-23-08 E 127.46 feet to the POINT OF BEGINNING.

The bearings are relative to Geodetic North WGS 84 as taken from GPS Observations.

I certify that the foregoing field note description was prepared from an actual survey made under my supervision on the ground and that same is true and correct. Witness my hand and seal this the 30th day of December, 2025.


Jonathan H. Rothe
Registered Professional Land Surveyor No. 6286
1705 Avenue K, P.O. Box 426
Hondo, Texas 78861
Ph. (830) 426-3005





NOTICE OF PUBLIC HEARING

As a property owner, you are hereby notified that a property you own is situated within **200** feet of a property **that has been proposed for Zoning Upon Annexation. The City of Hondo will hold the following two(2) public hearings: Planning and Zoning Commission on Monday, April 20, 2026, at 1:00 p.m., and Hondo City Council on Monday, April 27, 2026, at 6:00 p.m.** Each public hearing will be held at the City Hall Council Chamber, 1600 Ave M, Hondo, Texas. Public hearings are available to all persons regardless of disability. If you require special assistance, please contact the City office at least 48 hours prior to either meeting.

The following case will be heard, and all interested persons will be given an opportunity to speak:

Zoning Upon Annexation: Request from Kevin Gear from Gear Construction, owner/applicant, for a Zoning Upon Annexation of R-1, Residential One District on approximately 4.0 acres of land situated within the City of Hondo ETJ in Medina County, Texas.

The property is generally located on the south side of 34th Street and west of FM 462. The legal description being A0889 F.SYBELLE SURVEY 183 and identified as Assessor’s Parcel Identification No.’s 8475, 8462, & 62462.

If you are unable to attend this public hearing but would still like to lend either your support for, or your objection to this request, please complete the response form below and return it to **Julie Schneider at 1600 Ave M, Hondo, Texas 78861**. If you are no longer the owner of the property, please forward this letter to the owner or return it to City Hall. If you have any questions concerning this request, please call 830-426-4737 for more information.

RESPONSE FORM (below this line)

PLEASE CHECK ONE OF THE FOLLOWING:

I Agree _____ - OR - Disagree _____

RE: A request by Kevin Gear of Gear Construction, owner/applicant, for Zoning Upon Annexation of R-1, Residential One District.

My reason and/or comments are as follows:

DATE: _____

PRINT NAME: _____

SIGNATURE: _____

Como propietario de una propiedad, por medio de la presente se le notifica que una propiedad de su propiedad se encuentra situada dentro de 200 pies de una propiedad que ha sido propuesta para **Zonificación al Momento de la Anexión**. La Ciudad de Hondo llevará a cabo las siguientes dos (2) audiencias públicas: **la Comisión de Planificación y Zonificación el lunes 20 de abril de 2026 a las 1:00 p.m.**, y el **Concejo Municipal de Hondo el lunes 27 de abril de 2026 a las 6:00 p.m.** Cada audiencia pública se llevará a cabo en la **Cámara del Concejo del Ayuntamiento, ubicada en 1600 Ave M, Hondo, Texas.**

Las audiencias públicas están disponibles para todas las personas independientemente de cualquier discapacidad. Si requiere asistencia especial, por favor comuníquese con la oficina de la Ciudad **al menos 48 horas antes de cualquiera de las reuniones.**

El siguiente caso será considerado, y todas las personas interesadas tendrán la oportunidad de hablar:

Zonificación al Momento de la Anexión: Solicitud de **Kevin Gear de Gear Construction, propietario/solicitante**, para la **Zonificación al Momento de la Anexión como R-1, Distrito Residencial Uno**, en aproximadamente **4.0 acres de terreno** situados dentro de la **ETJ de la Ciudad de Hondo en el Condado de Medina, Texas.**

La propiedad está ubicada generalmente **en el lado sur de la calle 34th Street y al oeste de FM 462**. La descripción legal es **A0889 F. SYBELLE SURVEY 183** y está identificada como **Números de Identificación de Parcela del Tasador (Assessor's Parcel Identification No.'s) 8475, 8462 y 62462.**

Si no puede asistir a esta audiencia pública pero desea expresar **su apoyo o su oposición** a esta solicitud, por favor complete el formulario de respuesta a continuación y devuélvalo a **Julie Schneider, 1600 Ave M, Hondo, Texas 78861**. Si usted ya no es el propietario de la propiedad, por favor envíe esta carta al propietario actual o devuélvala al Ayuntamiento. Si tiene alguna pregunta con respecto a esta solicitud, por favor llame al **830-426-4737** para obtener más información.

FORMULARIO DE RESPUESTA (debajo de esta línea)

POR FAVOR MARQUE UNA DE LAS SIGUIENTES OPCIONES:

Estoy de acuerdo _____ – **O** – No estoy de acuerdo _____

RE: Solicitud de **Kevin Gear de Gear Construction, propietario/solicitante**, para **Zonificación al Momento de la Anexión como R-1, Distrito Residencial Uno.**

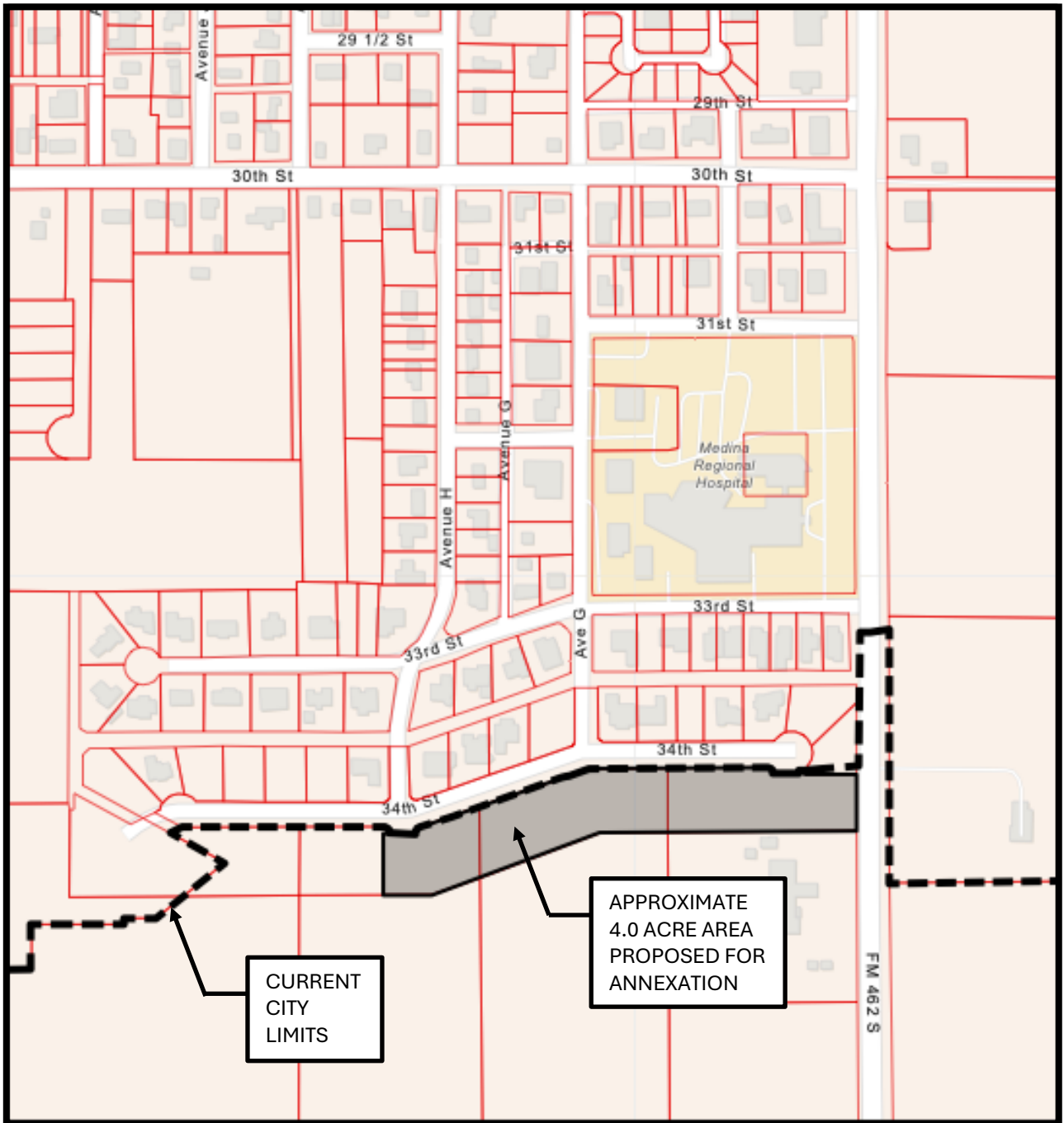
Mi razón y/o comentarios son los siguientes:

FECHA: _____

NOMBRE EN LETRA DE MOLDE: _____

FIRMA: _____

MAP OF PROPOSED ANNEXATION AREA



NOTICE OF PUBLIC HEARING

The **Planning and Zoning Commission** of the City of Hondo will hold a public hearing on **Monday, April 20, 2026, at 1:00 p.m.** to discuss and consider the following:

A request from Kevin Gear for an initial zoning upon annexation of R-1, Residential One District, on approximately 4.0 acres

The subject property is generally located on the south side of 34th Street east of Avenue H, Hondo, TX

At this meeting, the Commission will make its recommendation and forward it to the **City Council**, who will then hold a separate public hearing on **Monday, April 27, 2026, at 6:00 p.m.** and make its final decision on this matter. Both public hearings will be conducted in the Council Chamber, City Hall, 1600 Avenue M, Hondo, Texas.

Information regarding this request is available at the Development Services Office, 1600 Avenue M, Hondo, Texas. For more information, call (830) 426-4737.

/s/ Julie Schneider
City Secretary

Publish: April 2, 2026

MEMORANDUM

To: Mayor and City Council
From: Stephanie Velasquez-Development Services
Date: 04/22/2026
Subject: Annexation and Rezoning – Kevin Gear Property (34TH Street)

Mayor and Council,

The Planning and Zoning Commission considered two related items regarding the Kevin Gear property located on 34TH Street: annexation of the property into the City limits and the proposed zoning designation.

Following discussion, the Commission voted to recommend approval of the **annexation request**.
The motion passed unanimously.

The Commission also voted separately to recommend approval of the **rezoning request to R-1 (Single-Family Residential)**.
The motion passed unanimously.

Both items are scheduled for consideration by the City Council on Monday for final action. The annexation is a required step to bring the property into the City's corporate limits and under municipal jurisdiction. The proposed zoning is consistent with the City's future land use considerations and surrounding development patterns.

In alignment with the Planning and Zoning Commission's recommendations, staff concurs with the proposed annexation and rezoning.

Respectfully,



Stephanie Velasquez
Development Services



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City Council Communication

Title: DELIBERATE AND TAKE APPROPRIATE ACTION ON A DEVELOPMENT AND ANNEXATION AGREEMENT BETWEEN THE CITY OF HONDO AND K&E CUSTOM HOMES LLC REGARDING AN APPROXIMATELY 3.696-ACRE TRACT OF LAND LOCATED IN MEDINA COUNTY, TEXAS, INCLUDING AUTHORIZATION FOR THE CITY MANAGER TO EXECUTE THE AGREEMENT.

Date: April 27, 2026

From:

INFORMATION:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

1. DEVELOPMENT AGREEMENT rev

STAFF CONTACTS:

**CITY OF HONDO
DEVELOPMENT AND ANNEXATION AGREEMENT**

This **DEVELOPMENT AND ANNEXATION AGREEMENT** (hereinafter “Agreement”) is entered into between the **CITY OF HONDO, TEXAS**, a Texas home-rule municipality (hereinafter “**City**”), by and through its duly authorized City Manager, as approved by the City Council of the City of Hondo, Texas (“**City Council**”), and **K&E Custom Homes LLC**, a Texas limited liability company (hereinafter “**Developer**”), by and through its authorized representative, Kevin Gear, (with City and Developer collectively referred to hereinafter as the “**Parties**”). The Parties agree that the effective date of this Agreement shall be the date on which this Agreement is fully executed by all Parties hereto (the “**Effective Date**”).

WHEREAS, K&E Custom Homes LLC, owns the land included in the proposed final plat of the Subdivision and more particularly described on the attached **Exhibit “A”** (the “**Property**”); and

WHEREAS, the City is incorporated as a Texas home-rule municipality, which is entirely located within the Medina County, Texas (hereinafter, “**County**”), and possesses all such powers, privileges, rights, and duties to the extent provided under Texas law and its City Charter, as more fully set forth therein; and

WHEREAS, pursuant to TEX. LOC. GOV’T CODE § 42.021, the extraterritorial jurisdiction of the City generally includes that certain unincorporated area, which is contiguous to the corporate boundaries of the City, and is located within one (1) mile of its corporate boundaries (hereinafter “**City’s ETJ**”); and

WHEREAS, the Developer desires to develop and subdivide the Property in accordance with applicable law, and City ordinances and State laws require the Developer to complete all on-site public improvements (the “**Public Improvements**”) associated with the Subdivision to protect the health, safety and welfare of the public and to limit the harmful effects of substandard subdivisions; and

WHEREAS, the City of Hondo, Texas, hereinafter known as the “**City**” and the Developer have determined that the City will benefit from the construction of Public Improvements included in the proposed final plat of the Subdivision; and

WHEREAS, pursuant to and in accordance with TEX. LOC. GOV’T CODE § 212.172, the governing body of a municipality may make a written contract with an owner of land that is located in the extraterritorial jurisdiction of the municipality for one or more of the purpose(s) enumerated in TEX. LOC. GOV’T CODE §§ 212.172(b)(1)–(9), including, but not limited to, the following: (i) extending the municipality’s planning authority over the land by providing for a development plan to be prepared by the landowner and approved by the municipality under which certain general uses and development of the land are authorized; (ii) providing for infrastructure for the land, including (a) streets and roads,

(b) street and road drainage, (c) land drainage, and (d) water, wastewater, and other utility systems; (iii) providing for the annexation of land as a whole or in parts and to provide for the terms of annexation, if annexation is agreed to by the parties; (iv) specifying the uses and development of the land before and after annexation, if annexation is agreed to by the parties; or (v) including other lawful terms and considerations the parties consider appropriate; and

WHEREAS, pursuant to and in accordance with TEX. LOC. GOV'T CODE § 43.0671, a municipality may annex an area if each owner of land in the area requests the annexation, provided the requirements of Subchapter C-3, Chapter 43, Texas Local Government Code, are satisfied; and

WHEREAS, it is the express intention of the Parties hereto that this Agreement be subject to and entered into under the provisions of TEX. LOC. GOV'T CODE §§ 43.0671 *et seq.*, and TEX. LOC. GOV'T CODE §§ 212.171–.172, for the purposes and under the mutual obligations, terms, and conditions more fully set forth below and herein; and

WHEREAS, the Parties desire to establish certain commitments to be imposed and made in connection with the development of the Property; to provide increased certainty to the City and the Developer concerning development rights, entitlements, arrangements, and commitments, including the obligations and duties of the Developer and the City and to identify planned Property uses and development of the Property before and after annexation as provided in this Agreement, as allowed by applicable law including, but not limited to Section 212.172 of the Texas Local Government Code ("Section 212.172"); and

WHEREAS, the City will not accept the dedication of the Subdivision or release the Developer from its obligations under this Subdivision Improvement Agreement (the "Agreement") until all required Public Improvements have been completed in accordance with the Unified Development Code and have been approved and accepted by the City, and the Developer may be required to provide additional financial security for additional Public Improvements or maintenance obligations required for the Subdivision; and

WHEREAS, this Agreement is also authorized by Section 8.2.3(g) of the City of Hondo Unified Development Code, and is executed to memorialize the Developer's obligations for the construction, completion, security, warranty, and maintenance of the required Public Improvements for the Subdivision; and

WHEREAS, Section 8.2.3(g) of the City of Hondo Unified Development Code authorizes the Planning and Zoning Commission to permit a developer to enter into a subdivision improvement agreement in lieu of completing all required public improvements prior to final plat approval, subject to the provision of financial security and compliance with the Unified Development Code; and

WHEREAS, Section 8.2.3(g)(iii) of the Unified Development Code requires the Developer to provide security, in a form approved by the Planning and Zoning

Commission, in an amount equal to one hundred percent (100%) of the estimated cost of completion of the required Public Improvements; and

WHEREAS, Section 8.2.3(g)(i) of the Unified Development Code requires the Developer to warrant that all required Public Improvements shall be free from defects for a period of one (1) year following acceptance by the City of the dedication of the last completed Public Improvement; and

WHEREAS, Section 8.2.3(g)(ii) of the Unified Development Code requires that the covenants contained in this Agreement run with the land and bind the Developer and all successors, heirs, and assigns, and that this Agreement be recorded in the official public records of Medina County, Texas; and

WHEREAS, Section 8.4.1(d) of the City of Hondo Unified Development Code requires that subdivisions demonstrate adequate water supply through the dedication of water rights or payment of a fee in lieu thereof, in accordance with the City's adopted Water Rights Dedication Policy;

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the City and the Developer agree as follows:

1. **Recitals Incorporated.** The Parties expressly acknowledge and agree that any terms, conditions, or obligations, as well as the facts and recitations stated in the recitals above are hereby incorporated herein by reference, as if fully stated herein, and respectively enforceable between them.
2. **Parties.** The parties to this Agreement are the Developer and the City of Hondo
3. **Effective Date.** This Agreement is effective once all Parties have signed it and the effective date shall be the date of last signature (the "Effective Date")
4. **Construction of Improvements**
 - A. **Developer Responsibility** – The Developer agrees to construct and install, at the Developer's expense, all of the Public Improvements for which Developer is responsible no later than two years following the date upon which the final plat is recorded, in compliance with applicable City Ordinances, standards, and regulations, and in accordance with all construction plans and specifications approved by the City. Prior to starting construction on any of the Public Improvements, the construction plans and specifications must be certified by Developer's engineer of record as being compliant with all applicable laws and regulations, and released for construction by the City. All Public Improvements must be constructed in conformance with the released construction plans. Final acceptance of the Public Improvements shall be made by the City following inspection, certification and acceptance to confirm that the Public Improvements conform to the released construction plans.
 - B. The Parties expressly acknowledge that per City Section 6.4.2 (a), upon annexation, the Property (or any Tract thereof) shall initially be zoned RE

Residential Estate Zoning District. Developer may later seek rezoning of the Property (or any Tract thereof); provided, however, any change to the RE zoning of the Property will require Developer to comply with the City's Code of Ordinances.

- C. Upon the City's final acceptance of the Public Improvements built by Developer, the City may release the performance security applicable to the accepted improvements; provided, however, that no such release shall occur unless and until the Developer has delivered and the City has approved the maintenance bond required by this Agreement and no uncured default exists. All warranty, defect correction, maintenance, indemnification, and other continuing obligations of the Developer, its heirs, successors, and assigns, shall survive acceptance of the Public Improvements and any release of security, and no such release shall be deemed a waiver of any rights or remedies of the City.

5. Annexation.

- A. Developer consents to and requests that the City approve annexation of the Property in accordance with the provisions hereof and subject to the terms and conditions of Developer's Petition requesting annexation of the Property, a copy of which is attached hereto as **Exhibit B** and made a part hereof by reference. The Property will be annexed into the corporate limits of the City in accordance with the provisions of this Agreement and in compliance with the applicable notice and hearing requirements of *Chapter 43 of the Texas Local Government Code*. The City agrees that annexation and zoning of the Property as contemplated hereunder shall be completed in accordance with all applicable laws.

- B. **Nature of Consent to Annexation.** The Parties expressly acknowledge and agree that the terms and conditions set forth in the Petition for Annexation attached hereto as **Exhibit B** ("Petition for Annexation")—with the full satisfaction of such terms and conditions being a necessary prerequisite upon which Developer's consent to voluntary annexation into the City is based—are hereby incorporated by reference and made a part hereof as if fully set forth herein.

- 6. **Security for Completion of Improvements.** The Developer agrees to provide and continuously maintain security (the "Security") for the completion of the Public Improvements in accordance with Section 8.2.3(g)(iii), and the applicable and related provisions of Section 8.2.3(g)(iv) through (vii), of the City of Hondo Unified Development Code. The Security shall be in the form of a certified letter of credit, bond, or cash escrow and shall be in an amount equal to one hundred percent (100%) of the cost estimate for the Public Improvements, including lot improvements, as approved by the City Engineer. The Security shall remain in full force and effect until the City's final acceptance of the Public Improvements and the delivery and approval of the maintenance bond required under Section 6 of this Agreement.

- 7. **Warranty and Maintenance Bond.** The Developer agrees to correct all defects in materials or workmanship in the Public improvements for a period of one (1) year after acceptance by the City. The Developer agrees to provide a

maintenance bond in favor of the City in the amount of 20% of the cost of the Public Improvements for a period of two (2) years after acceptance by the City.

8. **Lien Search Certificate.** The Developer agrees to provide, at the time this Agreement is executed, a Lien Search Certificate prepared and signed by a title company acceptable to the City Attorney. The Lien Search Certificate must identify the property, must name all owners of the Property, must name all lienholders having liens against the Property, and must be dated no more than ten (10) days prior to the Effective Date. The Lien Search Certificate must be accompanied by a Consent of Lienholder signed by an authorized representative of each Lienholder identified in the Lien Search Certificate. This Agreement will not be accepted without the Lien Search Certificate and the executed Consent of Lienholder, if applicable.
9. **Acquisition of Property Interests.** The Developer agrees to acquire at its expense all rights-of-way, easements and other real property interests needed for the construction of the Public Improvements, including all off-site improvements, in a manner suitable for dedication of the real property interests to the City. The form of all documents under which real property interests are acquired is subject to approval by the City Attorney. The Developer agrees to record each such document in the official public records of the County in which the Property is located, and to provide a copy of each such recorded document to the City Attorney.
10. **Recording of Plat.** Upon completion of all the following, the City agrees to record the final plat of the Subdivision in the official public records of the County in which the Property is located:
 - A. Approval of this Agreement by the City of Hondo;
 - B. Approval of the final plat of the Subdivision by the City of Hondo
 - C. Submission to the City of Lien Search Certificate, and executed Consent of Lienholder for each lienholder on the Property;
 - D. Approval of the Security by the City Attorney; and
 - E. Approval by the City Attorney of all conveyance documents for rights-of-way, easements, and other real property interests needed for the construction of the Public Improvements.
11. **Conditions of Draw on Security.** The City Engineer may draw upon any Security upon occurrence of one or more of the following events:
 - A. The Developer commenced construction but did not properly construct or complete one or more of the Developer Public Improvements, and failed to remedy the construction deficiency within the cure period as stated in section 14 below;
 - B. The Developer did not renew or replace the Security at least 45 days prior to its expiration date; or
 - C. The issuer of the Security, or any third party, has acquired all or any portion of the Property through foreclosure or an assignment or conveyance in lieu of foreclosure.
12. **Drawing on the Security; Use of Draws.** The City Engineer may draw upon the Security by submitting a draft to the issuer that complies with the terms governing the draft. The draw may be in any amount up to the full amount of

the Security. The City agrees to restrict its use of funds from draws to purposes associated with the construction, maintenance, or repair of the Public Improvements. The parties agree that by making a draw, the City does not waive its rights to enforce any obligation of the Developer under this Agreement, and the City is not accepting the Public Improvements for ownership and maintenance prior to final completion.

13. **Right of Entry.** The Developer grants to the City and its successors, assigns, agents, contractors, and employees, a nonexclusive right and easement to enter the Property at any time to inspect the construction of Public Improvements, and to construct, inspect, maintain, and repair any public improvements made on the Property by the City.
14. **Remedies.** The remedies available to the City in the event of noncompliance by the Developer with this Agreement are cumulative in nature. These remedies include, but are not limited to, the following:
 - A. Refusal to approve or record any plat associated with the Subdivision;
 - B. Refusal to provide or allow utility services to all or any part of the Property;
 - C. Refusal to accept all or a portion of the Public Improvements for public ownership or maintenance;
 - D. Draws against the Security for construction of the Public Improvements; and
 - E. Injunction against further sale of tracts of land within the Subdivision.
15. **Cure Period.**
 - A. If Developer defaults under this Agreement, City shall give written Notice to Developer. If the Developer fails to commence the cure of an alleged default specified in the Notice within a reasonable period of time, not less than thirty (30) days after the date of the Notice, and thereafter to diligently pursue such cure to completion, City may seek injunctive relief from a court of proper jurisdiction and/or terminate this Agreement.
 - B. If the City defaults under this Agreement and fails to cure the default within thirty (30) days written notice, Developer may, at its sole election, (i) terminate the Agreement and be relieved from any and all obligations under this Agreement, (ii) if the City fails to zone the Property as required in the Agreement, enforce the Agreement by seeking specific performance and/or (iii) seek any and all other remedies available at law or in equity. Prior to exercising its remedies hereunder, Developer shall give notice setting forth the event of default (“*Notice*”) to the City. If City fails to cure any alleged default within a reasonable period of time, not less than thirty (30) days after the date of the Notice, and thereafter to diligently pursue such cure to completion, Developer may exercise its remedies for default.
 - C. If either Party defaults, the prevailing Party in the dispute will be entitled to recover from the non-prevailing Party its reasonable attorney's fees, expenses and court costs in connection with any original action, any appeals, and any post judgment proceedings to collect or enforce a judgment.

- D. City and the Developer each agree to cooperate with each other as may be reasonably necessary to carry out the intent of this Agreement, including but not limited to the execution of such further documents as may be reasonably necessary. In the event of any third-party lawsuit or other claim relating to the validity of this Agreement, the City and the Developer agree to use their respective best efforts to resolve the suit or claim without diminution in their respective rights and obligations under this Agreement.
16. **No Third Part Rights.** No person or entity who or which is not a party to this Agreement has any right of action under this Agreement. Nor does any such person or entity, other than the City (including without limitation a trustee in bankruptcy) have an interest in or claim to any funds drawn by the City on the Security in accordance with this Agreement.
17. **Indemnification.** The Developer covenants to indemnify, defend, and hold harmless the City and its officers (both elected and appointed), employees, and agents from and against any and all claims, demands, causes of action, damages, losses, liabilities, costs, expenses, and judgments arising out of or relating to bodily injury, death, or property damage caused by or in connection with construction activities performed by the Developer or by any contractor, subcontractor, or other person acting on the Developer's behalf on the Property.
18. **Water Rights Dedication / Fee in Lieu**
- A. Requirement.** The Developer acknowledges that the Subdivision consists of ten (10) lots and that, pursuant to Section 8.4.1(d) of the City of Hondo Unified Development Code and the City of Hondo Water Rights Dedication Policy adopted thereunder, subdivisions are required to provide to the City either (i) the dedication of water rights sufficient to meet projected demand, or (ii) payment of a fee in lieu of such dedication. The City, acting through the City Manager in accordance with the Unified Development Code, has approved the Developer's request to utilize the fee-in-lieu-of-dedication option for this Subdivision.
- B. Calculation of Fee in Lieu.** In accordance with the calculation methodology established by the City's Water Rights Dedication Policy, a total of 8.356318072 acre-feet of water rights are required for the Subdivision. The City has established the value of water rights at \$12,500 per acre-foot, resulting in a total fee-in-lieu amount of One Hundred Four Thousand Four Hundred Fifty-Four Dollars (\$104,454.00) for all ten (10) lots, corresponding to a per-lot fee of Seven Thousand Four Hundred Sixty-One Dollars (\$7,461.00).
- C. Payment Structure.** Pursuant to the City's administrative discretion under Section 8.4.1(d) of the Unified Development Code, the fee in lieu shall be paid to the City on a per-lot basis, with each per-lot payment due and payable prior to the issuance of any building permit for the applicable lot.

D. Collection and Processing. All fee-in-lieu payments required under this Section shall be collected and processed by the City prior to the issuance of a building permit for the corresponding lot, and no building permit shall be issued unless and until the required fee for that lot has been paid in full.

19. Miscellaneous.

- A.** The Developer may assign its rights and obligations under this Agreement to a purchaser of all or part of the Property, if the Developer delivers written notice of the assignment to the City, accompanied by an assignment agreement under which the assignee accepts all of the Developer's obligations under this Agreement and submits new Security for the Public Improvements in a form acceptable to the City Attorney. The City may assign, in whole or in part, this Agreement to others as necessary to secure completion of the Public Improvements.
- B.** If either Party sues to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its litigation costs, including reasonable attorneys fees, from the other party. If relief is granted to both parties, each party shall be responsible for its own litigation costs.
- C.** This Agreement, including appendices and referenced attachments, constitutes the entire agreement between the City and the Developer on this subject and supersedes all other proposals, presentations, representations, and communications, whether oral or written, between the parties. This Agreement may be amended only by a written document that is duly approved and executed by all parties.
- D.** In the event any section, subsection, paragraph, sentence, phrase or word is held invalid for any reason, the balance of this Agreement will remain in effect and will be read as if the parties intended at all times not to include the invalid section, subsection, paragraph, sentence, phrase or word.
- E.** Nothing in this Agreement shall be construed as, nor shall it constitute, a waiver of the City's governmental immunity, sovereign immunity, or immunity from suit or liability under Texas law. The City expressly retains all immunities, defenses, rights, and limitations of liability available to it under the Texas Constitution, the Texas Tort Claims Act, and all other applicable laws.
- F.** This Agreement shall be governed by the laws of the State of Texas. Exclusive venue for any legal dispute arising under this Agreement shall be in Medina County, Texas. The City's execution of, and performance under this Agreement will not act as a waiver of any immunity of the City to suit or liability under applicable law. The parties acknowledge that the City, in executing and performing this Agreement, is a governmental entity acting in a governmental capacity.
- G.** Notices required by this Agreement will be provided by the parties to one another by certified mail, return receipt requested, or by confirmed facsimile transmission, to the following addresses:

To the City

To the Developer

City Manager,
City of Hondo
1600 Avenue M,
Hondo, TX 78861
Fax: (830) 426-5189
Email: _____

If a party changes its address or email for notice purposes, it will provide written notice of the new address to the other party within ten (10) days of the change.

- H.** In the event that the performance by either party of any of its obligations under this contract is interrupted or delayed by events outside of their control such as the acts of God, war, riot, or civil commotion, then the party is excused from such performance for the period of time reasonably necessary to remedy the effects of the events.
- I.** This Agreement constitutes a covenant running with the Title to the Property, and the provisions of this Agreement are binding on the Developer and on all successors and assigns of the Developer.

[signatures on following page]

City of Hondo, Texas

By: _____
John Naron, City Manager

This instrument was acknowledged before me on _____, 2026 by John Naron, known personally by me to be the City Manager of the City of Hondo, on behalf of the City of Hondo.

Notary Seal: _____
Notary Public, State of Texas

Developer

K&E Custom Homes LLC

By: _____
Signature

Printed Name, Title

This instrument was acknowledged before me on _____, 2026 by _____, known personally by me to be the _____ of _____.

Notary Seal: _____
Notary Public, State of _____

EXHIBIT "A"
Description of Subdivision Property

EXHIBIT "B"
Annexation Petition



THIS IS GOD'S COUNTRY

City Council Communication

Title: ADJOURN

Date: April 27, 2026

From:

INFORMATION:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

None

STAFF CONTACTS: