



REGULAR CITY COUNCIL MEETING

April 8, 2024 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 8, 2024 at 6:00 p.m. in the City Council Chambers, City Hall at 1600 Avenue M, Hondo, Texas, for the purpose of discussing matters incident and related to the City of Hondo. The following items will be discussed, to-wit:

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

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

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

PRESENTATIONS

6. City Manager's Report. (John Naron)

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 the March 20, 2024 Special City Council Meeting/Budget Workshop minutes. (Rebekah Dolphus)
8. Consideration and approval of the March 25, 2024 Regular City Council Meeting minutes. (Rebekah Dolphus)
9. Discuss and consider authorizing the City Manager to execute an office lease agreement with Diamond Aerospace. (Ryan Elder)

OTHER BUSINESS

10. Discussion and consider action possibly amending Ordinance 1284-03-24 Amending Chapter 5 "Business Regulations", Article 5.04 "Peddlers, canvassers, vendors and solicitors" of the city Code of Ordinances to establish procedures for the permitting of local charitable food vendor events. (John Naron)
11. Discuss and consider approving the Vehicle Surplus List for Disposition. (John Naron)
12. Discuss Ordinance 1197-04-19 to clarify and possibly revise provisions related to delinquent payments, disconnection, and collection fees. (John Naron)
13. Discuss and consider purchasing a field line marking robot. (John Naron)

EXECUTIVE SESSION

- 14 Executive Session: The City Council of the City of Hondo may convene in Executive Session in accordance with the Texas Open Meetings Act, Texas Government Code:
Section 551.071(1) (A) and (2) (Consultations with Attorney) and Section 551.072 (Deliberations about Real Property), Section 551.074 (Personnel Matters), Section 551.076 (Deliberations about Security Devices), or Section 551.087 (Deliberations Regarding Economic Development Negotiations); Section 551.086 (Meeting concerning municipally owned utility-competitive matters);
 - a. Airport Hangar No. 2 Lease
 - b. Airport "BIG" Water Lease
 - c. Discuss SRO contract for 2024-2025 school year with Hondo ISD.
15. Discuss and consider appropriate action on items resulting from Executive Session.
16. 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 5, 2024 at 2:45 p.m.

ATTEST:



Rebekah Dolphus
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.



City Council Communication

Title: City Manager's Report. (John Naron)

Date: April 8, 2024

From: John Naron, City Manager

INFORMATION:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

None

STAFF CONTACTS:

John Naron



City Council Communication

Title: Consideration and approval of the March 20, 2024 Special City Council Meeting/Budget Workshop minutes. (Rebekah Dolphus)

Date: April 8, 2024

From: Rebekah Dolphus, City Secretary

INFORMATION:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

1. Rough Draft Minutes

STAFF CONTACTS:

Rebekah Dolphus

MINUTES

SPECIAL CITY COUNCIL MEETING BUDGET WORKSHOP

Wednesday, March 20, 2024 @ 5:30PM

Airport Board Room, 700 Vandenberg Road Hondo, Texas

Meeting started @ 5:32 p.m.

Present: Mayor John McAnelly Jr., Councilman Williams, Council Woman Ramirez

Absent: Mayor Pro Tem Jose “Porky” Ytuarte, Councilman Bobby Vela, Councilman John E. Villa

Staff: City Manager John Naron, City Secretary Rebekah Dolphus, Director of Aviation Ryan Elder

1. Discuss Council priorities for FY 2024/2025 Budget.

- Mr. Naron spoke with Councilman Ytuarte and he would like a Splash Pad at Sunset Park

- Mayor McAnelly

- Plans for additional routes from Industrial Area to east side of town
- South side frontage on 90 to look as nice as north side frontage on 90
- Plans for water reuse
- Get people downtown and off of 90(i.e. historical district, appealing businesses)
- Have a focal point on our Hispanic heritage
- Visible welcome center by train loading dock
- Tradeoffs with Union Pacific when they ask for things to be done (i.e. better crossings)
- Green belt between residential & industrial area (i.e. park or nature trail that goes from 462 behind woodlands and Coleman Oaks and 14th street cross between sunset and west of armory
- Require developments to include park land
- Dedicating funds if more than a 90 day balance available
- Central park & outdoor amphitheater in between court house & city hall block if street is closed
- Charter review commission
 - involve people outside city limits that have interest in the City
- Alamo lumber company building demolished where people see front street
- Re-start YAC program

- Council Woman Ramirez

- Streets
 - Councilman Williams recommends Master Plan
- Kids activities (i.e. bowling alley)
- Restrooms at soccer fields
- Do something with silos
- Soccer field lighting
- See about doing something with TXN Bank location (across Pepe’s Pizza) for possible downtown parking
- Swings at parks

MINUTES

SPECIAL CITY COUNCIL MEETING BUDGET WORKSHOP

Wednesday, March 20, 2024 @ 5:30PM

Airport Board Room, 700 Vandenberg Road Hondo, Texas

- **Councilman Williams**

- Electric infrastructure repair and replace plan for reliability
 - Inspections
- New police department

- **John Naron**

- Stop contracting things out and let employees do if they are capable (i.e. sprinklers)
- Pickle ball courts

- **Ryan Elder**

- Spoke about re-starting up Hondo U program

Meeting adjourned at 7:52 p.m.

PASSED AND APPROVED THIS 8th DAY OF APRIL 2024.

John McAnelly, Jr., Mayor

ATTEST:

Rebekah Dolphus
City Secretary



City Council Communication

Title: Consideration and approval of the March 25, 2024 Regular City Council Meeting minutes. (Rebekah Dolphus)

Date: April 8, 2024

From: Rebekah Dolphus, City Secretary

INFORMATION:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

1. Rough Draft

STAFF CONTACTS:

Rebekah Dolphus

MINUTES

REGULAR CITY COUNCIL MEETING

Monday, March 25, 2024 @ 6:00PM

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 check.

Mayor John McAnelly Jr., Councilman Brett Williams, Mayor Pro Tem Jose “Porky” Ytuarte, Council Woman Rachel Ramirez, Councilman John E. Villa

Absent: Councilman Bobby Vela

Staff Present: City Manager John Naron, City Attorney Richard Lindner, Chief Financial Officer Chris Hill, City Secretary Rebekah Dolphus, IT Administrator Josh Rodriguez, Public Relations & Recreation Director Jamie Kindred, Development Services Director Uche Echeozo, Wastewater Superintendent Stephen Winters, Director of Aviation Ryan Elder, Executive Director EDC Doug Dowler, Director of Marketing-BR&E Sean Patty, Human Resources Manager Michele Thacker

3. Invocation by Pastor Steve Peyton, New Fountain Methodist Church.

4. Pledge of Allegiance.

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

No public comments.

PRESENTATIONS

6. City Manager’s Report. (John Naron)

- **Certificate of Obligations projects are moving forward**
- **HVAC and Spray Foam for Fair Hall bids to be opened on Wednesday 03/27/2024**
- **Engineering for sewer trunk line project completed**
- **Bids are going to be opening for several upcoming projects**

7. City of Hondo Comprehensive Plan: Introducing the Process. (Uche Echeozo)

Mr. Echeozo presented a PowerPoint presentation outlining the process for the City of Hondo ‘Master’ Plan.

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- Mayor McAnelly emphasized on the importance of Community Participation
- Mr. Echeozo advised this is the beginning and a structured timeline will soon be established to ensure consistent progress moving forward.
- Mr. Naron emphasized the importance of annual monitoring to uphold accountability.

8. Annual Review of Electric Rates. (Ramon Estrada from SENERGY)

Mr. Estrada delivered a detailed PowerPoint presentation, covering the performance of the PCRF (Power Cost Recovery Factor) for the year 2023 and offering forecasts for 2024. His presentation was well-received and provided valuable insights that contributed to an informed discussion among the council members.

The council expressed appreciation for Mr. Estrada's thorough preparation and the informative nature of his contribution. They also discussed the possibility of adjusting rates in the future to ensure they are neither overcharging nor undercharging. Mr. Naron suggested revisiting this matter after June and/or July to assess the situation. Council Members requested monthly reports to track progress more closely.

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.

9. Consideration and approval of the March 11, 2024 Regular City Council Meeting minutes. (Rebekah Dolphus)

10. Consideration and approval of the contract from Maguire Iron for the Downtown Ground Storage Tank Rehabilitation project for an amount not to exceed \$748,800. (Rene Saenz)

Mayor McAnelly requested the removal of item #10 from the Consent agenda, based on a recommendation of the attorney. The request was made without objection, item removed.

Councilman Ytuarte made a motion to approve item 9; seconded by Councilman Villa. Motion passes unanimously.

PUBLIC HEARING

11. Rezoning case No. 001-24: Request from Medina County, applicant/owner for a Rezoning from Residential – R3 to Government/Public on a 0.2413 Acre Tract of land situated within the City of Hondo in Medina County, Texas, out of Survey No. 187, Abstract No. 428, A. Gsell, original Grantee, with legal description being Lot 3, Block 6, C.J. Bless Addition to the City of Hondo, Medina County, Texas.

MINUTES

REGULAR CITY COUNCIL MEETING

Monday, March 25, 2024 @ 6:00PM

City Council Chambers, 1600 Avenue M Hondo, Texas

The subject property is located at 1306 14th Street. The property is generally located north of 14th Street and east of Avenue O and is identified as Assessor's Parcel Identification No. 17214.

Hearing opened @ 06:41 p.m.

Hearing closed @ 06:42 p.m.

No Public Comments.

OTHER BUSINESS

12. Consideration and action on rezoning case No. 001-24: Request from Medina County, applicant/owner for a Rezoning from Residential – R3 to Government/Public on a 0.2413 Acre Tract of land situated within the City of Hondo in Medina County, Texas, out of Survey No. 187, Abstract No. 428, A. Gsell, original Grantee, with legal description being Lot 3, Block 6, C.J. Bless Addition to the City of Hondo, Medina County, Texas.

The subject property is located at 1306 14th Street. The property is generally located north of 14th Street and east of Avenue O and is identified as Assessor's Parcel Identification No. 17214. (Uche Echeozo)

Mr. Echeozo provided information indicating that the Planning and Zoning Commission had convened on March 18, 2024 @ 6:00 p.m. According to his advice, the commission unanimously voted in favor of rezoning.

Councilman Villa made a motion to approve rezoning case 001-24; seconded by Council Woman Ramirez. Motion passes unanimously.

13. Discuss and consider the acceptance of FY 2023, ended September 30, 2023, Annual Comprehensive Financial Audit Report. (Chris Hill & PB&H)

Mr. Hill introduced Mr. Pruitt from the auditing firm to present audit materials to the council and address any concerns or questions. Mr. Pruitt said the City received a favorable assessment regarding its financial reporting. Specifically, they provided a "clean" or "unmodified" opinion, indicating that the financial statements fairly represent the organization's financial position, operations, and cash flows in accordance with generally accepted accounting principles (GAAP). Additionally, the City was awarded a Certificate of Excellence in Financial Reporting, which signifies high standards and quality in financial reporting practices. This recognition reflects positively on the financial management and transparency.

Councilman Ytuarte made a motion to accept audit; seconded by Council Woman Ramirez. Motion passes unanimously.

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14. Discuss and consider awarding RFB 24-002 – Airport Apron Rehab to Jerdon Enterprise, L.P., and authorizing City Manager to execute a contract for construction services for an amount not to exceed \$399,080. (Ryan Elder)

Mr. Elder provided an explanation regarding the difference in price between the original estimate of \$250,000 and the current cost of \$399,080. This information was also included in the agenda packet for the meeting. Additionally, he clarified that the organization will be receiving the additional \$149,080 from reimbursement of grants funds from the taxiway project. The confirmation of this reimbursement was verified by the Texas Department of Transportation (TXDOT) grant manager. However, it was noted that the formal approval for the reimbursement won't occur until the TXDOT commission meeting scheduled for May. The City will receive the reimbursement only after it's been officially approved.

Councilman Williams made a motion to award RFB 24-002 – Airport Apron Rehab to Jerdon Enterprise, L.P., and authorize City Manager to execute a contract for construction services for an amount not to exceed \$399,080; seconded by Councilman Villa. Motion passes unanimously.

15. Discussion and consideration of Amendments to Future City Council Meeting Dates, including the possibility of canceling or rescheduling the meeting scheduled for April 8, 2024. (John Naron)
Mr. Naron explained why this was brought to City Council. After discussion, no change.

16. Discuss and consider Resolution # 423-24, allowing for the submission of a Texas Community Development Block Grant Program Application to the Texas Department of Agriculture for the 2024 Downtown Revitalization Program. Delegate the Mayor and City Manager as the City's representatives for all matters related to participation in the Texas Community Development Block Grant Program. (Uche Echeozo)
Mr. Echeozo explained that this resolution is to apply for grant.

Councilman Williams made a motion to accept Resolution #423-24; seconded by Councilman Villa. The motion carried by the following vote: AYE: Councilman Williams, Council Woman Ramirez, and Councilman Villa NAY: Councilman Ytuarte. Motion passes 3-1.

17. Discuss and consider Resolution #424-24, designating a specific area within the Central Business District/Downtown Area as a Blighted Area. (Uche Echeozo)

Mr. Echeozo explained the difference between a blighted area and a slum. A blighted area is an economic liability and a slum is a social liability. Mr. Echeozo does not believe Hondo has slums but the blighted areas can lead to that if not repaired. Identifying this area downtown will help get grant funding. The area was determined by definition not area of town or houses. Focus is on business and store fronts.

Councilman Villa made a motion to accept Resolution # 424-24; seconded by Council Woman Ramirez. The motion carried by the following vote: AYE: Councilman Williams,

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Council Woman Ramirez, and Councilman Villa NAY: Councilman Ytuarte. Motion passes 3-1.

18a. Discuss and review the Letter of Intent from Postal Realty Trust concerning the real property located at 1108 17th St.

Mr. Lindner explained that we only needed to go into Executive Session if price wanted to be discussed. This was an unsolicited offer and was given to Council in transparency. After discussion, Mayor asks to table for future agenda without objection.

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

No Executive Session was taken.

20. Adjourn.

Councilman Villa made a motion to adjourn; seconded by Councilman Williams. Motion passes unanimously.

Meeting adjourned at 7:39 p.m.

PASSED AND APPROVED THIS 8th DAY OF APRIL 2024.

John McAnelly, Jr., Mayor

ATTEST:

Rebekah Dolphus
City Secretary



City Council Communication

Title: Discuss and consider authorizing the City Manager to execute an office lease agreement with Diamond Aerospace. (Ryan Elder)

Date: April 8, 2024

From: Ryan Elder, Director of Aviation

INFORMATION:

Diamond Aerospace approached Airport staff on the availability of office space at the Airport to store and maintain client and aircraft records for his mobile 145 MRO operation. The purpose of the intended use is to satisfy the FAA for adequate office space to maintain his Part 145 Certification. Additionally, Mr. Rodriguez is also interested in potentially utilizing shared Hangar MR-9 as needed for one-off repairs to customer aircraft. The use of the hangar will be as needed, when available, at an additional cost. Diamond Aero wishes to begin the lease May 1st, 2024 for one (1) year with a one (1) year option as described in the attached lease.

FINANCIAL IMPACT:

\$5,139.36/annum (\$428.28/month)

STAFF RECOMMENDATION:

Staff recommends considering authorizing the City Manager to execute an office lease with Diamond Aerospace.

MOTION:

Motion to approve the City Manager to execute an office lease agreement with Diamond Aerospace at Hangar Office MR-9

ATTACHMENTS:

1. HangarMR-9_Office_Lease_DiamondAero
2. HangarMR-9_OfficePics

STAFF CONTACTS:

Ryan Elder

South Texas Regional Airport at Hondo

Hangar MR-9 Office Space Lease

Basic Terms

Date: May 1st, 2024

Landlord: **CITY OF HONDO**

Landlord's Address: South Texas Regional Airport at Hondo
700 Vandenberg Road
Hondo, TX 78861
Attn: Aviation Director

Tenant: **DIAMOND AEROSPACE.**

Tenant's Address: 2050 Steves Ave
San Antonio, TX 78210

Premises:

Approximate square feet: 498 sq. ft. total office space (Exhibit "A")

Name/Number of Building: Commercial Hangar Office MR-9 (Exhibit "A")

Street address/suite: 210 Vandenberg Road

City, state, zip: Hondo, Texas 78861

Term (months): 12 Months

Commencement Date: May 1st, 2024

Termination Date: April 30th, 2025 (unless extended)

Renewal Option: At the end of the initial term, the Tenant may exercise an option to extend the lease for an additional 12 Months at same terms.

Termination Option: Landlord or Tenant may terminate this lease at any time with ninety (90) days written notice.

Base Rent (monthly): \$428.28

Security Deposit: \$500.00

Permitted Use: Storage and logistical support for Part 145 MRO. Tenant will also have access to Shared Hangar MR-9 as needed, when available. Requested use of the Hangar shall be done so in writing and include; type of aircraft, duration and intended use. Prolonged use of the Hangar may result in additional fees at the discretion of the Airport Director.

Definitions

“Common Areas” means all facilities and areas of the Building and within South Texas Regional Airport at Hondo (“Airport”) that are intended and designated by Landlord from time to time for the common, general, and nonexclusive use of all tenants of the Building and Airport, including parking lots, driveways, sidewalks, landscaping, loading areas, private streets and alleys and exterior lighting facilities. Landlord has the exclusive control over and right to manage the Common Areas.

“General Terms” means, the terms “herein,” “herewith,” and “hereof” are references to this Lease, taken as a whole, the term “includes” or “including” means “including, without limitation,” and references to a “Section,” “subsection,” “Paragraph,” “subparagraph,” or “Appendix” means a Section, subsection, Paragraph, subparagraph or Appendix of this Lease, as the case may be, unless in any such case the context requires otherwise. All references to Landlord or Tenant include their successors and permitted assigns. All references to a given agreement, instrument or other document will be a reference to that agreement, instrument or other document as modified, amended, supplemented and restated through the date as of which such reference is made, and reference to a Law includes any amendment or modification thereof. The singular includes the plural and the masculine includes the feminine and neuter, and vice versa.

“Hazardous Substances” means any substance, the use or the removal of which is regulated, restricted or prohibited by any “Environmental Law(s),” which term means any federal, state or local statute, ordinance or regulation relating to pollution or protection of the environment or the regulation of the storage or handling of Hazardous Substances.

“Injury” means (a) harm to or impairment or loss of property or its use, (b) harm to or death of a person, or (c) “personal and advertising injury” as defined in the form of liability insurance Tenant is required to maintain.

“Landlord” means Landlord and its agents, employees, invitees, licensees, or visitors.

“Lienholder” means the holder of a deed of trust covering the Premises.

“Rent” means Base Rent, plus any other amounts of money payable by Tenant to Landlord.

“Tenant” means Tenant and its agents, contractors, employees, invitees, licensees, or visitors.

Clauses and Covenants

A. Tenant agrees to—

1. Lease the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.
2. Accept the Premises in their present condition “AS IS,” the Premises being currently suitable for the Permitted Use.
3. Obey (a) all applicable laws relating to the use, condition, and occupancy of the Premises and Building; (b) any requirements imposed by utility companies serving or insurance companies covering the Premises or Building; and (c) any rules and regulations for the Building and Common Areas adopted by Landlord.
4. Pay monthly, in advance, on the first day of the month, the Base Rent to Landlord at Landlord’s Address.
5. Pay a late charge of five percent (5%) of any Rent not received by Landlord by the tenth day after it is due. If Tenant fails to pay to Landlord when due any sum under any provision of this Lease and Tenant’s failure to pay continues for 10 days after the due date, then Tenant will pay to Landlord interest on the overdue amounts from the date due until paid at an annual rate which equals the lesser of 18% or the highest rate then permitted by law.
6. Obtain and pay for all utility services used by Tenant and not provided by Landlord. Landlord will provide for Electricity, Water & Wastewater services only.
7. Pay Tenant’s Pro Rata Share of any utility services provided by Landlord that are not separately metered.
8. Allow Landlord to enter the Premises to perform Landlord’s obligations, inspect the Premises, and show the Premises to prospective purchasers or tenants.
9. Repair and maintain any part of the Premises that Landlord is not obligated to repair, replace, or maintain, reasonable wear excepted.
10. Keep the sidewalks, service ways, and loading areas adjacent to the Premises clean and unobstructed.

11. Submit in writing to Landlord any request for repairs, replacement, and maintenance that are the obligations of Landlord.
12. If requested, deliver to Landlord a financing statement perfecting the security interest created by this lease.
13. Vacate the Premises and return all keys to the Premises on the last day of the Term.
14. Pay all costs caused by Tenant's introduction of materials, other than ordinary human waste, into the sanitary sewer system.
15. Tenant is responsible for any costs for installation of telecommunication services to the Premises. Tenant shall contract for services with local exchange carriers or other third-party providers for telephone, internet, or cable services to include any monthly service fees imposed by provider.
16. Tenant represents Landlord that (i) it is a duly formed entity in accordance with the applicable requirements of the jurisdiction in which it has been formed and if such jurisdiction is other than Texas it is duly qualified in Texas to transact business, (ii) it has the full right, power and authority to enter into this Lease, (iii) any and all corporate or other such action necessary to approve and ratify the entering into of this Lease by Tenant, has been taken (and Tenant agrees to approve and ratify the entering into of this Lease by Tenant has been taken (and Tenant agrees to provide evidence thereof to Landlord upon Landlord's request) and (iv) the person executing this Lease on behalf of Tenant has been empowered with all necessary authority to do so and thereby to bind Tenant fully to all of the terms and conditions hereof.
17. On request, execute an estoppel certificate that states the Commencement Date and Termination Date of the lease, identifies any amendments to the lease, describes any rights to extend the Term or purchase rights, lists defaults by Landlord, and provides any other information reasonably requested.
18. INDEMNIFY, DEFEND, AND HOLD LANDLORD HARMLESS FROM ANY INJURY (AND ANY RESULTING OR RELATED CLAIM, ACTION, LOSS, LIABILITY, OR REASONABLE EXPENSE, INCLUDING ATTORNEY'S FEES AND OTHER FEES AND COURT AND OTHER COSTS) OCCURRING IN ANY PORTION OF THE PREMISES. **THE INDEMNITY CONTAINED IN THIS PARAGRAPH (a) IS INDEPENDENT OF TENANT'S INSURANCE, (b) WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES OR DAMAGES PAID UNDER THE WORKERS' COMPENSATION ACT OR SIMILAR EMPLOYEE BENEFIT ACTS, (c) WILL SURVIVE THE END OF THE TERM, AND (d) WILL APPLY EVEN IF AN INJURY IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF LANDLORD BUT WILL NOT APPLY TO THE EXTENT AN INJURY IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD.**

19. Maintain commercial general liability insurance, including contractual liability insurance coverage, CG #2026-1185 covering Tenant's operations within the Premises, with combined single limits of not less than \$1,000,000 per occurrence for bodily injury or property damage, naming Landlord as additional insured. The causes of loss-special form insurance policies maintained by Tenant will contain (a) an agreed evaluation provision in lieu of a co-insurance clause, (b) an increased –cost-of-construction clause, (c) debris removal coverage, and (d) a waiver-of-subrogation clause in favor of Landlord. The commercial general liability insurance will be primary to Tenant and not contributory to any similar insurance carried by Landlord and will contain a severability-of-interest clause. Landlord will maintain fire and extended coverage for the full replacement cost of the Building (including the Premises) ("Landlord's Property Insurance"), but excluding Tenant's trade fixtures, equipment, inventory and personal property located therein (even that personal property owned by Landlord and leased or supplied to Tenant). Tenant will maintain its own insurance policy for Tenant's trade fixtures, equipment, inventory and personal property located therein (even that personal property owned by Landlord and leased or supplied to Tenant).
20. Tenant will fully insure its property stored or used in the Premises and Tenant will not seek compensation from Landlord if any of Tenant's property is damaged as a result of a hazard and/or the condition of the Premises.

B. Tenant agrees not to—

1. Use the Premises for any purpose other than the Permitted Use(s).
2. Create a nuisance.
3. Interfere with any other tenant's normal business operations or Landlord's management of the Premises.
4. Permit any waste.
5. Use the Premises in any way that would increase insurance premiums or void insurance on the Premises.
6. Change Landlord's lock system without written consent. Landlord must be provided a copy of new key(s).
7. Alter the Premises without Landlord's written consent.
8. Allow a lien to be placed on the Premises.

9. Assign this lease or sublease any portion of the Premises without Landlord's written consent, which may be withheld for any reason.
10. Place any signs on the Premises without Landlord's written consent.
11. Encumber its leasehold interest without Landlord's written consent.
12. Conduct or permit any activity that will produce any Hazardous Substances or store any Hazardous Substances on the Premises without Landlord's written consent.

C. Landlord agrees to—

1. Lease to Tenant the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.
2. Obey all applicable laws with respect to Landlord's operation of the Building.
3. Repair, replace and maintain the (a) roof and Common Areas, and (b) structural soundness of the foundation, interior columns and exterior walls, including windows, window glass, plate glass, and doors. Landlord will replace major systems (such as the HVAC system) at its sole discretion. If Landlord elects to not replace a major system, Tenant may terminate this Lease with 30 days written notice.
4. Return the Security Deposit, if any, to Tenant, less itemized deductions, if any, on or before the sixtieth day after the date Tenant surrenders the Premises.

D. Landlord agrees not to: interfere with Tenant's possession of the Premises as long as Tenant is not in default; provided, however, Landlord retains the right to use (or grant the right to a third party to use) any part of the Premises which is outside the Building for drainage, utilities and similar uses.

E. Landlord and Tenant agree to the following:

1. *Alterations.* Tenant will not alter the Premises without Landlord's written consent. Any physical additions or improvements to the Premises made by Tenant will become the property of Landlord. Landlord may require that Tenant, at the end of the Term and at Tenant's expense, remove any physical additions and improvements, repair any alterations, and restore the Premises to the condition existing at the Commencement Date, normal wear excepted.
2. *Abatement.* Tenant's covenant to pay Rent and Landlord's covenants are independent. Except as otherwise provided, Tenant will not be entitled to abated Rent for any reason.

3. *Insurance.* Tenant and Landlord will maintain the respective insurance coverages described in the attached Insurance Addendum.
4. *Release of Claims/Subrogation.* LANDLORD AND TENANT RELEASE EACH OTHER AND LIENHOLDER FROM ALL CLAIMS OR LIABILITIES FOR DAMAGE TO THE PREMISES OR BUILDING, DAMAGE TO OR LOSS OF PERSONAL PROPERTY WITHIN THE BUILDING, AND LOSS OF BUSINESS OR REVENUES THAT ARE COVERED BY THE RELEASING PARTY'S PROPERTY INSURANCE OR THAT WOULD HAVE BEEN COVERED BY THE REQUIRED INSURANCE IF THE PARTY FAILS TO MAINTAIN THE PROPERTY COVERAGES REQUIRED BY THIS LEASE. THE PARTY INCURRING THE DAMAGE OR LOSS WILL BE RESPONSIBLE FOR ANY DEDUCTIBLE OR SELF-INSURED RETENTION UNDER ITS PROPERTY INSURANCE. LANDLORD AND TENANT WILL NOTIFY THE ISSUING PROPERTY INSURANCE COMPANIES OF THE RELEASE SET FORTH IN THIS PARAGRAPH AND WILL HAVE THE PROPERTY INSURANCE POLICIES ENDORSED, IF NECESSARY, TO PREVENT INVALIDATION OF COVERAGE. THIS RELEASE WILL NOT APPLY IF IT INVALIDATES THE PROPERTY INSURANCE COVERAGE OF THE RELEASING PARTY. **THE RELEASE IN THIS PARAGRAPH WILL APPLY EVEN IF THE DAMAGE OR LOSS IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF THE RELEASED PARTY BUT WILL NOT APPLY TO THE EXTENT THE DAMAGE OR LOSS IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE RELEASED PARTY.**
5. *Casualty/Total or Partial Destruction*
 - a. If the Premises are damaged by casualty and can be restored within ninety days, Landlord will, at its expense, restore the roof, foundation, Common Areas, and structural soundness of the interior columns and exterior walls of the Premises and any leasehold improvements within the Premises to substantially the same condition that existed before the casualty and Tenant will, at its expense, replace any of its damaged furniture, fixtures, and personal property and restore any leasehold improvements we made by or on behalf of Tenant. If Landlord fails to complete the portion of the restoration for which Landlord is responsible within ninety days from the date of written notification by Tenant to Landlord of the casualty, Tenant may terminate this lease by written notice delivered to Landlord before Landlord completes Landlord's restoration obligations.
 - b. If Landlord cannot complete the portion of the restoration for which Landlord is responsible within ninety days, Landlord has an option to restore the Premises. If Landlord chooses not to restore, this lease will terminate. If Landlord chooses to restore, Landlord will notify Tenant in writing of the estimated time to restore and give Tenant an option to terminate this lease by notifying Landlord in writing within ten days from receipt of Landlord's estimate. If Tenant does not notify Landlord timely of Tenant's election to terminate this lease, the lease will continue and Landlord will

restore the Premises as provided in a. above.

- c. To the extent the Premises are untenable after the casualty; the Rent will be adjusted as may be fair and reasonable.

6. *Condemnation/Substantial or Partial Taking*

- a. If the Premises cannot be used for the purposes contemplated by this lease because of condemnation or purchase in lieu of condemnation, this lease will terminate.
- b. If there is a condemnation or purchase in lieu of condemnation and this lease is not terminated, Landlord will, at Landlord's expense, restore the Premises, and the Rent payable during the unexpired portion of the Term will be adjusted as may be fair and reasonable.
- c. Tenant will have no claim to the condemnation award or proceeds in lieu of condemnation.

7. *Uniform Commercial Code.* Tenant grants Landlord a security interest in Tenant's personal property now or subsequently located on the Premises. This lease is a security agreement under the Uniform Commercial Code. Landlord subordinates its security interest and liens to purchase-money security interests in Tenant's personal property.

8. *Default by Landlord/Events.* Default by Landlord is failing to comply with any provision of this lease within thirty days after written notice to Tenant.

9. *Default by Landlord/Tenant's Remedies.* Tenant's exclusive remedy for Landlord's default is to sue for damages.

10. *Default by Tenant/Events.* Defaults by Tenant are (a) failing to pay timely Rent, (b) abandoning or vacating a substantial portion of the Premises, and (c) failing to comply within ten days after written notice with any provision of this lease other than the defaults set forth in (a) and (b) above.

11. *Default by Tenant/Landlord's Remedies.* Landlord's remedies for Tenant's default are to (a) enter and take possession of the Premises, after which Landlord may relet the Premises on behalf of Tenant and receive the Rent directly by reason of the reletting, and Tenant agrees to reimburse Landlord for any expenditures made in order to relet; (b) enter the Premises and perform Tenant's obligations; and (c) terminate this lease by written notice and sue for damages. Landlord may enter and take possession of the Premises by self-help, by picking or changing locks if necessary, and may lock out Tenant or any other person who may be occupying the Premises, until the default is cured, without being liable for damages.

12. *Default/Waiver/Mitigation.* It is not a waiver of default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this lease does not preclude pursuit of other remedies in this lease or provided by applicable law. Landlord and Tenant have a duty to mitigate damages.
13. *Security Deposit.* If Tenant defaults, Landlord may use the Security Deposit to pay arrears of Rent, to repair any damage or injury, or to pay any expense or liability incurred by Landlord as a result of the default.
14. *Holdover.* If Tenant does not vacate the Premises following termination of this lease, Tenant will become a tenant at will and must vacate the Premises on receipt of notice from Landlord. No holding over by Tenant, whether with or without the consent of Landlord, will extend the Term.
15. *Alternative Dispute Resolution.* Landlord and Tenant agree to mediate in good faith before filing a suit for damages.
16. *Attorney's Fees.* If either party retains an attorney to enforce this lease, the party prevailing in litigation is entitled to recover reasonable attorney's fees and other fees and court and other costs.
17. *Venue.* Exclusive venue is in Medina County, Texas.
18. *Entire Agreement.* This lease, together with the attached appendices, is the entire agreement of the parties, and there are no oral representations, warranties, agreements, or promises pertaining to this lease or to any expressly mentioned appendices not incorporated in writing in this lease.
19. *Amendment of Lease.* This lease may be amended only by an instrument in writing signed by Landlord and Tenant.
20. *Limitation of Warranties.* THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.
21. *Asbestos.* Buildings or structures located on the Premises may contain asbestos-containing material or presumed asbestos-containing material as defined by OSHA regulations. Tenant has inspected the Premises and conducted such tests and inspections as Tenant deems necessary or desirable. Tenant will provide Landlord with copies of all such test results and inspections. Tenant will comply with all rules and regulations relating to asbestos in performing any maintenance, housekeeping,

construction, renovation, or remodeling of the premises, and Tenant will bear all costs related to removal and disposal of asbestos from the Premises.

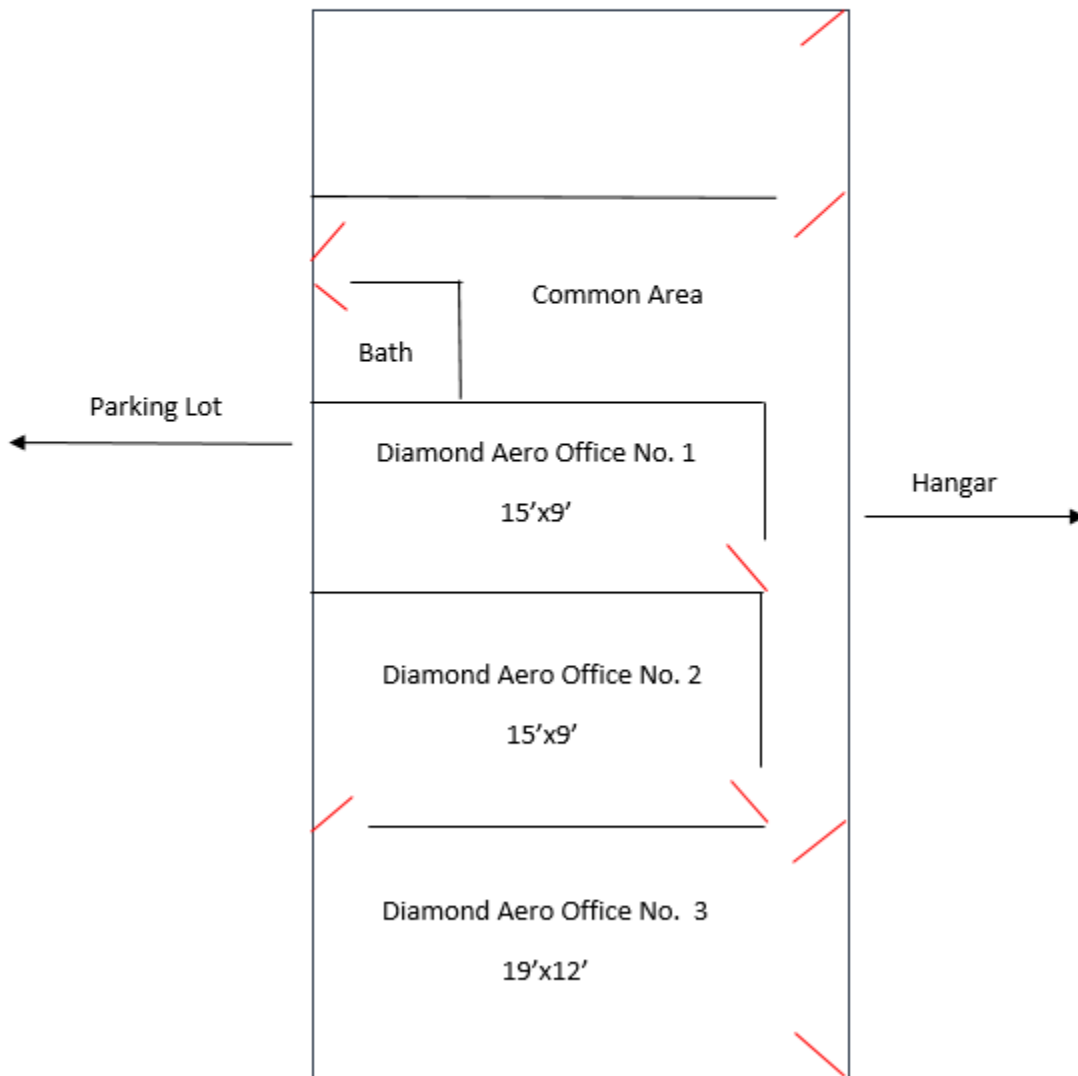
22. *Notices.* Any notice required or permitted under this lease must be in writing. Any notice required by this lease will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this lease. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.
23. *Use of Common Areas.* Tenant will have the nonexclusive right to use the Common Areas subject to any reasonable rules and regulations that Landlord may prescribe.
24. *Abandoned Property.* Landlord may retain, destroy, or dispose of any property left on the Premises at the end of the Term.
25. *Landlord's Mortgage Loan.* If Landlord places a deed of trust lien on the Building, Tenant (a) subordinates this Lease and all of Tenant's rights under it to the Deed of Trust lien; (b) agrees that the Deed of Trust lien will remain superior to this Lease and all of Tenant's rights under it, regardless of the frequency and manner of renewal, extension, or alteration of the promissory note and the liens securing it; and (c) warrants that the Rent specified in this Lease is being paid to Landlord.
26. *Relocation Space.* Landlord may relocate Tenant to other space, within South Texas Regional Airport at Hondo containing approximately the same amount of rentable square feet as the Premises.
27. Reserved
28. *Inspection of Premises.* Prior to occupancy, representatives of both parties will inspect the Premises and will note any discrepancies on the inspection form. Prior to vacating the Premises, representatives of both parties will again inspect the Premises to note any discrepancies on the release form. Normal wear and tear is considered to be the responsibility of Landlord. Premises will be returned to Landlord in the same condition as it was when occupied by Tenant or where not feasible or appropriate, Landlord will be compensated at fair market value for any and all damages to the Premises and related personal property.

LANDLORD CITY OF HONDO, a Texas Municipal Corporation By: _____ John Naron, City Manager	TENANT Diamond Aerospace By: _____ Benjamin Rodriguez Jr.
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Exhibit "A"

Hangar MR-9 Office

Office No. 1, No. 2 & No. 3 totaling 498Ft²









City Council Communication

Title: Discussion and consider action possibly amending Ordinance 1284-03-24 Amending Chapter 5 “Business Regulations”, Article 5.04 “Peddlers, canvassers, vendors and solicitors” of the city Code of Ordinances to establish procedures for the permitting of local charitable food vendor events. (John Naron)

Date: April 8, 2024

From:

INFORMATION:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

1. 1284-03-24

STAFF CONTACTS:

ORDINANCE NO. 1284-03-24

AN ORDINANCE OF THE CITY OF HONDO, TEXAS AMENDING CHAPTER 5 “BUSINESS REGULATIONS”, ARTICLE 5.04 “PEDDLERS, CANVASSERS, VENDORS AND SOLICITORS” OF THE CITY CODE OF ORDINANCES TO ESTABLISH PROCEDURES FOR THE PERMITTING OF LOCAL CHARITABLE FOOD VENDOR EVENTS; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; SETTING AN EFFECTIVE DATE; AND PROVIDING FOR CODIFICATION OF ORDINANCE.

WHEREAS, Chapter 5 “Business Regulations”, Article 5.04 “Peddlers, Canvassers, Vendors and Solicitors” of the City of Hondo, Texas’s (“City”) Code of Ordinances sets forth the City’s permitting process for food vendors; and

WHEREAS, the City Council of the City of Hondo (“City Council”) hereby desires to establish procedures to provide administrative relief to individuals desiring to engage in activities as peddlers, solicitors or vendors within the City on a temporary basis for the purpose of fund-raising for independent local charitable purposes; and

WHEREAS, the City Council finds that it is in the interest of the City and necessary to promote the general welfare of the citizens of the City of Hondo to establish procedures for the permitting of temporary food vendor events that benefit independent local charitable causes.

NOW, THEREFORE, be it ordained by the City Council of the City of Hondo, Texas that:

Section 1. Amendments. Chapter 5 “Business Regulations”, Article 5.04 “Peddlers, Canvassers, Vendors and Solicitors” of the City’s Code of Ordinances shall hereinafter be amended as follows [deletions marked with strike-through and additions underlined]:

Chapter 5 – Business Regulations

ARTICLE 5.04 – PEDDLERS, CANVASSERS, VENDORS AND SOLICITORS

...

§ 5.04.006. Use of city parks.

A peddler, solicitor or vendor shall not engage in business in city parks without approval from the city secretary. Individuals younger than 18 years of age are not required to obtain the city secretary’s approval to engage in the occasional sale of lemonade or other nonalcoholic beverages in city parks.

...

§ 5.04.042. Application.

(a) Any person desiring to engage in activities as a peddler, solicitor or vendor within the city must complete and file a written application for permit with the city secretary or his/her duly authorized representative:

- (1) Applicant's name, telephone number, address, birth date, physical description, and either:
 - (A) Copy of driver's license number and state; or
 - (B) Copy of social security number and an official, government-issued picture identification card.
 - (2) If the applicant is peddling or making solicitations for any commercial, charitable or political organization, the full legal name, telephone number and address of such organization.
 - (3) Full and complete list of goods or merchandise to be sold and/or services to be delivered.
 - (4) For each person involved in the peddling, vending or solicitation campaign: full legal name, telephone number, address, birth date, physical description of the stand and/or mobile food vehicle, if any, and either:
 - (A) Copy of driver's license number and state; or
 - (B) Copy of government-issued picture identification card.
 - (5) Description (year, make, type) and license plate number and state of registration of all vehicles to be used in soliciting, vending and peddling and a copy of the vehicle's current proof of liability insurance.
 - (6) A copy of the applicant's valid state sales and use tax permit.
 - (7) Applicants engaged in the sale or distribution of food or beverages must submit a copy of the vendor's current mobile food vendor license or roadside vendor license issued by the county health office.
 - (8) The applicant must provide original identifying documents to the city secretary upon request.
- (b) It is the intent of the city to provide administrative relief for local individuals desiring to engage in activities as a peddler, solicitor or vendor within the city on a temporary basis for the purpose of fund-raising for an independent charitable purpose. Individuals, not acting on behalf of a corporation, association or partnership whether for-profit or non-profit, may apply for a one-day temporary food vendor permit under this subsection. An applicant shall be limited to a maximum of two (2) permits per year for up to two (2) events per calendar year, and a property owner who sponsors a temporary food vendor under this subsection shall have no more than four (4) events per year upon the property. Applicants issued a permit under this subsection are required to adhere to the general provisions set forth in this article and must complete and file a written application for a permit with the city secretary or his/her duly authorized representative, including the following:
- (1) Applicant's name, telephone number, address, birth date, physical description, and either:
 - (A) Copy of driver's license number and state; or
 - (B) Copy of social security number and an official, government-issued picture identification card.
 - (C) Document showing the applicant's residence within the city limits of Hondo Texas, including a drivers license, recent utility bill, or similar.
 - (2) A written statement certifying that the purpose of engaging in activities as a peddler, solicitor or vendor within the city are for an independent local charitable purpose.

- (3) Written affirmation that greater than 80% of the net proceeds of the event will be donated directly to the designated charitable purpose.
- (4) Written affirmation that each person involved in the peddling, vending or solicitation campaign is a volunteer and will not be paid for participation in the event.
- (5) For each person involved in the peddling, vending or solicitation campaign: full legal name, telephone number, address, birth date, physical description of the stand and/or mobile food vehicle, if any, and either:
 - (A) Copy of driver's license number and state; or
 - (B) Copy of government-issued picture identification card.
- (6) Full and complete list of goods or merchandise to be sold and/or services to be delivered.
- (7) Description (year, make, type) and license plate number and state of registration of all vehicles to be used in soliciting, vending and peddling and a copy of the vehicle's current proof of liability insurance.
- (8) A written acknowledgement of the state sales and use tax permit requirements applicable to applicant.
- (9) A written acknowledgement of the mobile food vendor license or roadside vendor license requirements applicable to applicant and issued by the county health office.
- (10) A written statement that the applicant is personally familiar with all the matters of facts stated in the application, and swears to them being true and correct, and that the statements are being made for the purpose having the city grant a permit under this subsection.
- (12) The applicant must provide original identifying documents to the city secretary upon request.

...

§ 5.04.044. Fee.

- (a) Prior to issuance of a permit as required herein, the applicant shall pay a fee as provided for in the fee schedule found in appendix A of this code, said fee to be used to offset administrative costs involved in administering this article. If the applicant shall have additional agents to be working in the city, an additional fee, in accordance with the fee schedule found in appendix A of this code, per agent shall be required.
- (b) Should a vendor lose his or her permit, a replacement shall be issued for the remainder of the term of the original permit only upon payment of an additional fee as provided for in the fee schedule found in appendix A of this code, said fee to offset the administrative costs involved.
- (c) Persons duly engaging in interstate commerce are specifically exempted from the fee requirements herein, but shall comply with all other registration and licensing requirements.
- (d) No fee is required for permits issued under section 5.04.042(b) of this article.

Section 2. Remainder Unchanged. All other provisions of the City Code shall remain unchanged by this Ordinance and the amendments herein.

Section 3. Incorporation of Recitals. The City Council hereby finds the recitals in the preamble of this Ordinance to be true and correct, and incorporates them as findings of fact.

Section 4. Repealer. All ordinances, parts of ordinances, or resolutions in conflict herewith are hereby repealed to the extent of such conflict with all remaining portions not conflicting being saved from repeal herein.

Section 5. Severability. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional or illegal, such decision shall not affect the validity of the remaining sections of this Ordinance. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared void.

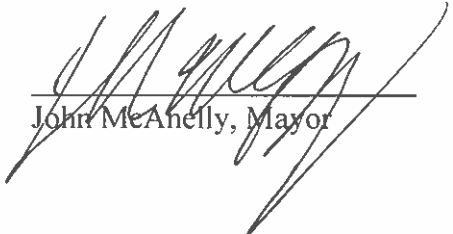
Section 6. Effective Date. This Ordinance shall become effective immediately following passage by City Council.

Section 7. Code of Ordinances. It is the intention of the City Council of the City of Hondo that this Ordinance shall become a part of the Code of Ordinances of the City of Hondo and may be renumbered and codified therein accordingly.

PASSED and APPROVED this, the 11th day of March, 2024.



By:


John McAnelly, Mayor

ATTEST:



Rebekah Dolphus, City Secretary



City Council Communication

Title: Discuss and consider approving the Vehicle Surplus List for Disposition. (John Naron)

Date: April 8, 2024

From: John Naron, City Manager

INFORMATION:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

1. Surplus list scanned in

STAFF CONTACTS:

John Naron

Vehicle Surplus List

Year	Make	Model	VIN	Dept.	LOT	Approved Surplus	NOTES
2000	FORD	F-150	1FTZF1720YNB27042	AIRPORT	AIRPORT	YES 11/2022	Ran/drove before taken out of service in 2019
1990	CHEVY	SILVERADO 1500	1GDCD14Z4L2215728	UNK	AIRPORT	UNK	
1999	FORD	F-150	1FTZF1728WKB09936	STREETS	AIRPORT	YES 11/2022	Seizure?? Does not look like a city truck
1993	CHEVY	S-10	1GCCS14R2P8178798	UNK/PD?	AIRPORT	YES 11/2022	
2000	FORD	E-350	1FBSS31L3YHA71255	PD	COLLECTION YARD	UNK	Engine overheats and dies
2001	FORD	F-250	1FTNF20LS1EC69657	WATER	COLLECTION YARD	YES 11/2022	
2004	CHEVY	SILVERADO 2500	1GCHC24U14E295475	WATER	COLLECTION YARD	YES 11/2022	Engine oil leak, water leak, and transmission leak
2008	FORD	F-250	1FTSW20568ED51492	WATER	COLLECTION YARD	UNK	
2011	FORD	F-350	1FT7W3ATXBEA34170	WASTEWATER	COLLECTION YARD	YES 11/2022	Engine reduced power Exhaust particular filter clogged
2002	CHEVY	SILVERADO 1500	1GCEC14V93Z252595	ELECTRIC	COLLECTION YARD	YES 11/2022	
2002	FORD	CROWN VIC	2FAFP71W63X17184	PD	COLLECTION YARD	UNK	Engine, coolant, electrical, and no A/C. Needs battery for odo reading. Not running
2005	FORD	F-150	1FTRF12275KD7967	PARKS/REC	COLLECTION YARD	UNK	
2006	FORD	F-150	1FTRF12206NA92989	PARKS	COLLECTION YARD	YES 11/2022	Engine misfire/transmission
2008	FORD	F-250	1FTSW20568ED51489	UNK	COLLECTION YARD	UNK	



City Council Communication

Title: Discuss Ordinance 1197-04-19 to clarify and possibly revise provisions related to delinquent payments, disconnection, and collection fees. (John Naron)

Date: April 8, 2024

From:

INFORMATION:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

1. 1197-04-19 Utility Payments Ordinance

STAFF CONTACTS:

ORDINANCE NO. 1197-04-19

AN ORDINANCE AMENDING CHAPTER 13, SECTION 13 TO REVISE AND CLARIFY PROVISIONS RELATED TO COMBINED UTILITY BILLING STATEMENTS, UTILITY APPLICATIONS; DELINQUENCY PAYMENTS; PARTIAL PAYMENTS, DISCONNECTION, AND COLLECTION FEES; REPEALING ALL PARTS OF ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AN OPEN MEETINGS CLAUSE; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the city council of the City of Hondo approved ordinances establishing Chapter 13 of the Code of Ordinances to establish comprehensive and well-defined procedures for the operation of municipal utilities, including water and electrical service; and

WHEREAS, the city now wishes to revise and clarify certain provisions of the Chapter 13 relating to combined utility billing statements, utility applications; delinquency payments; partial payments, disconnection, and collection fees.

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

SECTION 1. AMENDMENT. Chapter 13 of the City of Hondo Code of Ordinances is amended as follows:

A. Section 13.01.001 is deleted in its entirety and replaced with the following:

(a) Monthly charges for each and all four (4) services shall be made to each customer on one (1) monthly statement. Said statement shall show the monthly charge for each service separately and the total for all four services combined, together with any other pertinent data in line with existing practice.

(b) Customer shall be required to pay the total charge for all four (4) of said services for each month for which such customer is billed, and that no payment less than the full amount due for all four (4) of said services for each of such months, as shown by each of such statements, shall be accepted by the city. Failure to pay the full total due as shown on each such statement shall constitute same a delinquent account and constitute an express refusal to pay for each of said four (4) services, whether considered separately or collectively.

(c) All such combined statements of account shall be payable on the first day of each calendar month for the charges for said four (4) services for the preceding billing month. Water, sewer, electric, and solid waste services shall be discontinued on which the full combined statement shall not have been paid on or before the twenty-fifth (25th) day of the month in which such statement was rendered.

(d) The provisions of this section shall apply to all statements issued on and after the

adoption hereof.

B. Section 13.02.032(d) is deleted in its entirety and replaced with the following:

(d) The city shall require any new customer or any present customer transferring services to a new location to sign a new service application prior to the services being connected. A customer whose signature appears on an application for service connect shall be responsible for any balance due on the water, sewer, electric, and solid waste service accounts, regardless of who benefits from the use of such service. Each account shall remain active until such time as the account balance is paid and the account is closed by the customer whose signature appears on the application.

C. Section 13.02.036 is deleted in its entirety and replaced with the following:

(a) All charges for water, sewer, electric, and solid waste service furnished or rendered by the city shall be due and payable upon receipt. Each customer has fifteen (15) days to remit payment to the city on the balance due on the account without being assessed a late penalty. After 5:00 p.m. on the fifteenth (15th) day, the account will be deemed a delinquent account and shall be assessed a ten percent (10%) late penalty that will be added to the balance owed on the account.

(b) City will use reasonable care to ensure the proper delivery and mailing of utility bills and notices of disconnect; however, failure of a customer to receive a bill or notice shall not relieve the customer of the responsibility for the payment of water, sewer, electric, and solid waste service charges within the prescribed period.

D. Section 13.02.038 is deleted in its entirety and replaced with the following:

Partial payments by Customers shall not be accepted by City. Charges for water, sewer, and electric service are included with the billing statement for solid waste services, and all such charges shall be due and payable concurrently. Customer payments for only water and sewer service charges will be deemed a partial payment and shall not be accepted as such.

E. Section 13.02.039 is deleted in its entirety and replaced with the following:

Accounts that remain unpaid after 5:00 p.m. on the twenty-fifth (25) day after charges are due and payable shall be designated on a listing ordering disconnects for failure to pay, and such orders to disconnect shall be executed by designated employees of the city. The city reserves the right to disconnect and discontinue all utility services provided by City to any property for which an account is delinquent without further notice, and such property shall not be reconnected, and no additional water, sewer, electric, and solid waste service furnished, until all delinquent accounts and charges have been paid in full. If the twenty-fifth (25th) day of the month occurs on a weekend or holiday, then the disconnect orders will be issued on the day following the next regular business day.

F. Section 13.02.043 is deleted in its entirety and replaced with the following:

A collection fee shall be assessed on accounts placed on the disconnect list. The collection fee is in addition to the reconnect fee that shall also be assessed on the account. The collection fee and reconnection fee will both be assessed on the account on the date the account is placed on the disconnect list. Services shall be reconnected only upon receipt of all applicable charges and fees. Customer payment must be remitted to City prior to 5:00 p.m. on the twenty-fifth (25) day after charges are due and payable to City to avoid assessment of a collection fee and reconnect fee.

SECTION 2. Recitals. The City Council finds the recitals contained in the preamble to this ordinance are true and correct and incorporates them for all purposes.

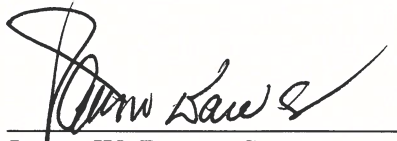
SECTION 3. Conflicts. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict with all remaining portions not conflicting being saved from repeal herein.

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

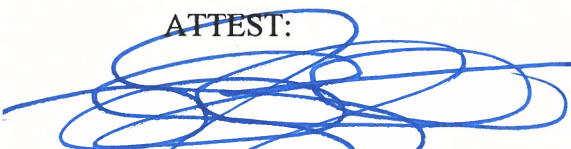
SECTION 5. Open Meetings. That it is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as a required by the Open Meetings Act, Chapter 551, Local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

SECTION 6. Effective Date. This ordinance shall be effective from and after its approval and passage in accordance with the Texas Local Government Code and the city charter.

PASSED AND APPROVED THIS 22nd DAY OF APRIL, 2019.


James W. Danner Sr.
Mayor

ATTEST:


Miguel Cantu
City Secretary







City Council Communication

Title: Discuss and consider purchasing a field line marking robot. (John Naron)

Date: April 8, 2024

From: John Naron, City Manager, Jamie Kindred

INFORMATION:

Recreation staff is considering the purchase of a machine that paints football, soccer, baseball/softball, tennis, pickleball, and volleyball fields. After researching and visiting with area organizations who brought the idea to us, we found 2 companies, Turf Tank and Tiny Mobile Robots, who came out and gave demonstrations on their products. We determined purchasing this product would reduce our field marking time by 75%, would cut our cost in paint by 50%, and would improve the look of our fields. This product can also paint parking lots, logos, end-zones, and numbers & letters, which means we can use it for other events outside of typical sporting events. The organizations who we contract with can use the robot for a small fee tied to their contract throughout the year.

FINANCIAL IMPACT:

Tiny Mobile Robot: Pro X: Cash option - \$41,690 or 6-year lease: \$47,690

Turf Tank: \$11,000 for 3 years, plus \$1,700 upfront implementation.

STAFF RECOMMENDATION:

Council to consider for next budget, or make budget amendment to purchase before price increase

MOTION:

N/A

ATTACHMENTS:

1. Tiny Mobile Robots
2. Turf Tank

STAFF CONTACTS:

John Naron, City Manager, jnaron@hondo-tx.org

Jamie Kindred, Director of Public Relations and Recreation, kindred@hondo-tx.org

TinyMobileRobots US LLC
1634 Cobb International Blvd NW
Kennesaw, GA 30152
United States

Customer:

City of Hondo
1600 Avenue M
Hondo, Texas 78861
United States
8304262475
Jamie Kindred
jkindred@hondo-tx.org
8307418348

Quotation Date:

04/04/24

Quotation Number:

JonathanJones-35711

Valid Until:

05/04/24

Sales Manager:

Jonathan Jones
jjo@tinymobilerobots.com

Comments:

Pro X, Cash purchase

PLEASE NOTE: Sales tax may apply. If sales tax applies, payment of the total sales tax will be due at the time of the down payment. If Sales tax exempt, please provide a copy of the sales tax exemption certificate.

TinyLineMarker Pro X All Inclusive

Item Number	Description	Quantity	Unit Price (USD)	Amount (USD)
100-1151-21	All Inclusive	1	35,250	35,250
	Cash Discount	1	-6,000	-6,000
120-1036-01	Installation Fee	1	1,700	1,700
120-1032-01	Annual fee	6	1,790	10,740
	Total			41,690

Payment Plan

Year	Amount (USD)
1	41,690
Total	41,690

TinyMobileRobots US LLC
1634 Cobb International Blvd NW
Kennesaw, GA 30152
United States

Quotation Date:

04/04/24

Quotation Number:

JonathanJones-35727

Valid Until:

05/04/24

Sales Manager:

Jonathan Jones
jjo@tinymobilerobots.com

Customer:

City of Hondo
1600 Avenue M
Hondo, Texas 78861
United States
8304262475
Jamie Kindred
jkindred@hondo-tx.org
8307418348

Comments:

Pro X, 6yr plan

PLEASE NOTE: Sales tax may apply. If sales tax applies, payment of the total sales tax will be due at the time of the down payment. If Sales tax exempt, please provide a copy of the sales tax exemption certificate.

TinyLineMarker Pro X Installments 6 Years

Item Number	Description	Quantity	Unit Price (USD)	Amount (USD)
100-1151-21	Robot Price	1	35,250	35,250
120-1036-01	Installation Fee	1	1,700	1,700
120-1032-01	Annual fee	6	1,790	10,740
	Total			47,690

Payment Plan

Year	Amount (USD)
1	9,365
2	7,665
3	7,665
4	7,665
5	7,665
6	7,665
Total	47,690

SALES

TinyMobileRobots

CONTRACT

SALES CONTRACT

- This Sales Contract (hereinafter referred to as the "Contract") is based on the content of the quote or Sales order above ("Quote") from TinyMobileRobots US LLC.

PARTIES

- The Contract is entered into on the date of signature (the "Effective Date"), by and between TinyMobileRobots US LLC, with an address as described in the Quote, (hereinafter referred to as the "Seller") and the Customer identified in the Quote (hereinafter referred to as the "Customer") (collectively referred to as the "Parties").

ROBOT AND PRICE

- The Robot(s) that the Seller is selling to the Customer is/are listed in the Quote with their quantities (hereinafter referred to as the "Robot(s)").
- Annual services that the Seller is selling to the Customer are listed in the Quote with their annual fees (Hereinafter referred to as the "Services")
- Any statements in the Quote will have preference to the content of this Sales Contract.

PRICE AND PAYMENTS

- The Seller hereby agrees to sell the Robot(s) to the Customer for the amount stated in the Quote.
- The Seller will provide an invoice to the Customer at the time of the delivery and if stated in the Quote, additional invoices will follow the procurement of the Robot(s).
- For the Robot(s) to work, annual fees for service and support, RTK service and cell service need to be paid by the Customer. These fees can be included in the purchase price, annual payments or other payment structures.
- The Quote covers the cost for use of the Robot(s) for the number of years equivalent to the number of annual fees mentioned in the Quote. Annual fees still apply thereafter.
- If no payment conditions are stated in the Quote, Prepayment is required.
- All invoices are to be paid in full as stated in the Quote.
- Any overdue payment will be subject to a one percent (1%) late payment penalty per month.
- The Customer hereby accepting that the Robot(s) function is dependent on an annual service fee and if the service fee is not paid as scheduled, the Robot(s) will stop working.

- If Customer fails to make any payment due pursuant to this Contract within twenty (20) days after the date when such payment became due or if Customer fails to observe, keep or perform any other provision of this Agreement required to be observed, kept or performed by Customer, Seller shall have the right to exercise any one or more of the following remedies: (a) to declare all future installment payments, or other unpaid amounts owed to immediately due and payable as to any or all Robot(s) and without notice or demand to Customer; (b) to take possession of any or all Robot(s), without demand or notice, wherever same may be located, without any court order or other process of law, (c) and/or to pursue any other available remedy at law or in equity. CUSTOMER SPECIFICALLY WAIVES ANY RIGHT IT HAS TO NOTICE OR A JUDICIAL HEARING PRIOR TO COMPANY'S RETAKING POSSESSION OF THE ROBOT(S). Company's taking possession of the Equipment in accordance with this paragraph shall not constitute a termination of this Contract as to any or all Robot(s) unless Seller expressly so notifies Customer in writing. Notwithstanding any said repossession, or any other action which the Seller may take, Customer shall be and remain liable for the full performance of all obligations on the part of Customer to be performed under this Contract. All such remedies are cumulative and may be exercised concurrently or separately. Customer shall pay Seller all costs and expenses, including reasonable attorneys' fees, incurred by Seller in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions, or provisions hereof.

- Until the purchase price is paid in full, Customer shall affix and maintain on the Robot(s) in a conspicuous place, or in a place designated by Seller such labels, plates, or other markings, as provided by Seller from time to time, stating that the Robot(s) are owned by Seller. Customer shall locate and keep the Robot(s) at the address set forth on the Quote. Customer shall not move or relocate the Robot(s) to any other address or location without the Seller's prior written consent.

DELIVERY AND SHIPPING

- The delivery of the Robot(s) (hereinafter referred to as the "Delivery") will be at the delivery location as specified by the Quote.
- If nothing else is stated in the Quote, the shipping method will be land transport. Shipping costs are paid by the Customer.

INSPECTION

- The Customer shall inspect and accept, or reject products delivered pursuant to the Order immediately after the Customer takes custody of such products. In the event the products do not comply with the applicable Seller drawings or specifications, the Customer shall notify the Seller of such nonconformance and give the Seller a reasonable opportunity to correct any such nonconformance.
- The Customer shall be deemed to have accepted any products delivered hereunder and to have waived any such nonconformance in the event Seller does not receive

SALES CONTRACT

TinyMobileRobots

notification that the products delivered hereunder do not comply with the Seller's drawings or specifications, within five (5) business days after the Customer takes custody of such products.

RISK OF LOSS AND TITLE

The risk of loss or damage for the Robot(s) will be on the Seller until the Robot(s) pass upon delivery to the Customer or their designee. The Title to the the Robot(s) will remain with the Seller until the total price is paid in full. Customer acknowledges and agrees that Seller retains a purchase money security interest in the Robot(s) pursuant to the applicable sections of Article 9 of the Uniform Commercial Code ("UCC") adopted by the state in which the Robot(s) are located to secure payment of the full purchase price. Customer shall not pledge or grant any security interest in the Robot(s) to anyone except Company or permit any lien or encumbrance to attach to the Robot(s), or any levy to be made thereof, or any financing statement to be recorded. Customer hereby authorizes Seller to execute and file any and all further documents, forms or filings (including UCC-1's) that Seller feels are necessary at any time to more completely record the intentions of the parties hereto. In the event Customer is in default of its payment obligations under this Contract, Seller may exercise all available rights and remedies available to a secured creditor under the UCC, including but not limited to the right to take possession of the Robot(s).

DELAY OR FAILURE TO PERFORM AND FORCE MAJEURE

- Under no circumstances will the Seller be held liable to the Customer for any delay that may occur, non-delivery or an arising fault of this Agreement that may be due to any labor dispute, shortage in transportation, delay or shortage of materials to produce the Robot(s), fires, accidents, Acts of God, or any other causes outside Seller's control. The Seller will notify the Customer immediately upon realization that it will not be able to deliver the Robot(s) as promised. Upon such notice, either Party may terminate this Agreement.

LIMITATION OF LIABILITY

- Under no circumstances will the Seller be liable for any indirect, special, consequential, or punitive damages (including lost profits) arising out of or relating to this Agreement or the transactions it contemplates (whether for breach of contract, tort, negligence, or other form of action).
- The Customer hereby confirms that the Customer is informed that

- o the Robot(s) may not perform well in areas with trees and high constructions such as stadiums.
- o The Robot(s) may not perform well if there is poor signal quality from Cell connections and RTK corrections signals. The quality of these signals may change after purchase of the Robot.
- o mowing patterns can influence the quality of the lines made by the robot negatively.

SERVICES AND SUPPORT

- The Buyer acknowledges that the Robot(s) and the tablet are always connected to a cloud solution for back up, logging and support. This may include information about the location of the Robot(s) and the tablet and the time of usage.
- The Buyer acknowledges that it is possible to purchase or order items via the tablet. If an item is Purchased or ordered, the Buyer understands that this is a binding purchase or order.
- The Buyer accepts that payment of an annual fee is required for the Robot(s) to work. The first annual fee is paid with the payment for the Robot(s).

GOVERNING LAW

- This Agreement shall be governed by and construed in accordance with the laws of Georgia.

SEVERABILITY

- In the event that any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, then the remaining provisions will remain in force in accordance with the Parties' intention.

Terms and conditions

- This Agreement takes precedence over the Terms and Conditions found at the address below. If not regulated by the Quote or order confirmation from TinyMobileRobots and not regulated by the terms in this Agreement, the conditions in the Terms and Conditions apply.

Terms and conditions: [Terms and Conditions](#)

SALES CONTRACT

Tiny**Mobile**Robots

SIGNATURE AND DATE

- The Parties hereby agree to the terms and conditions set forth in this Agreement and such is demonstrated through their signatures below:

CUSTOMER

Name: _____

Signature: _____

Date: _____

1634 Cobb International Blvd.
Kennesaw, GA 30152
Tax ID: 36-4995457
Tel: 888-811-8444
Mail: hello@tinymobilerobots.com

Warranties for products from TinyMobileRobots ApS

Full warranty

This warranty declaration is issued by TinyMobileRobots ApS (hereinafter referred to as the “Manufacturer”) to the end user customer (hereinafter referred to as the “Customer”).

- The warranty is valid for twelve (12) months from the day the Customer receives the robot.
- The Manufacturer warrants that its Products will comply with applicable drawings and will be free from defects in workmanship and material. These warranties shall run to the Customer, its successors, and assigns.
- The Product Warranty does not apply to malfunction or error caused by the Customer’s failure to operate the Product in compliance with the Manufacturer’s user guides and any instructions contained therein or normal wear and tear to the Product.
- Reduced function of the spray system due to insufficient cleaning is not covered by the Warranty.
- The cost of repair including parts is covered by the Manufacturer for the first 12 months.

Electronics warranty

The electronics warranty is 72 months from purchase and covers the content in the electronics box. However, coverage of the electronics box is subject to the condition that there has been no high-pressure cleaning of the robot or other treatment of the electronic box that is not normal use.

What is not warranted

Pursuant to the terms of these warranties, the Manufacturer is not responsible for the following:

- (1) Any Product that has been altered or modified in ways not approved by the Manufacturer, including, but not limited to pump or pump membranes.
- (2) Depreciation or damage caused by normal wear, lack of reasonable and proper maintenance, failure to follow operating instructions/recommendations; misuse, lack of proper protection during storage, vandalism, the elements or collision or accident, fault or damage caused by the use of third-party equipment and accessories.
- (3) Normal maintenance and replacement of maintenance and wear items, such as filters, nozzles, hoses, tires and batteries.

- (4) Any repair by customers not approved by the Manufacturer in writing
- (5) Any use of spare parts not supplied by the Manufacturer
- (6) Opening the electronic box without approval from the Manufacturer.

Securing warranty services

To secure warranty service, the purchaser must:

- (1) Report the Product defect to an Authorized Dealer or directly to the Manufacturer (both called the Repair Workshop) and request warranty service within the applicable warranty term;
- (2) Present evidence of the warranty start date with valid proof of purchase; and
- (3) Make the Product available to the Authorized Dealer or to the Manufacturer within a reasonable time.
- (4) If the Product is covered by a warranty, the costs of the spare parts, the cost of repair labour and the shipment back to the Customers are covered by the Repair Workshop.

No Implied Warranty, Representation or Condition

To the extent permitted by law, neither TinyMobileRobots nor any company affiliated with it makes any warranties, representations, conditions or promises, express or implied, as to the quality, performance, or freedom from defect of the equipment covered by these warranties other than those set forth above, and no statutory or implied warranties or conditions of merchantability or fitness are made. To the extent legally required, any implied warranties or conditions shall be limited in duration to the applicable period of warranty set forth on this page. The purchaser's only remedies in connection with the breach or performance of any warranty on TinyMobileRobots Products are those set forth on this page. In no event will the dealer, TinyMobileRobots or any company affiliated with TinyMobileRobots be liable for incidental or consequential damages.

No dealer/distributor warranty – the selling dealer has no authority to make any warranty, representation, condition or promise on behalf of TinyMobileRobots, or to modify the terms or limitations of this warranty in any way and makes no warranty on any other item unless the selling dealer delivers to the Customer its own written certificate specifically warranting the item on behalf of the selling dealer.

Disputes and governing law

This warranty declaration is governed by Georgia law. Any disputes arising out or in connection with this warranty declaration, including any disputes regarding the existence and validity thereof shall be subject to the exclusive jurisdiction of the courts of Georgia.



TinyLineMarker Pro X

- For organizations with multiple fields and sport types
- Larger high traction wheels perfect for variable turf and field conditions
- All sports fields and templates included (100+ customizable field templates)

Weight	77 lbs.
Dimensions	H 28" L 36" W 29"
Wheels	Large Pro X high traction wheels for use on any surface
Line widths	From 2" to 4"
Battery type	Lithium-ion 400wh (Charger included)
Battery performance	Spraying time 5.5 hours from a single charge
Paint capacity	2.6 gal
Marking speed	Variable Speed Settings (Speed 2.5 mph)
Delivery / lead time	Shipped directly within 1-2 weeks
Pitch templates	All sports fields and templates included

Field Templates

Template group	Included*
Basic templates	Cricket, Handball, Tennis, Pickleball, Ultimate Frisbee, Field Hockey, Volleyball, Kickball
Geometry templates	Circle, rectangle, triangle Lines and points
Soccer	11v11, 9v9, 7v7, 5v5, & training grids
Baseball and Softball	Baseball, Softball
Football	Practice, High School, College, & Professional Fields
Athletics	Running tracks 200 / 300 / 400m, Discus, Hammer, Javelin, Shot put
Lacrosse	Men, Women, Unified High School, Olympic
Number and Letter	Different fonts included; adjust size as needed
Parking and Social Distancing	Grid templates for easy layout

TinyLineMarker Pro X:
Includes all templates.

TinyLineMarker Sport:
Basic + Geometry templates are
included and one template group of
your choosing

Pricing Options: Pro X

Standard Purchase

TinyLineMarker Pro X	\$35,250
1-time installation fee	\$1,700
Annual Network + Support Subscription*	\$1,790/year
Parts Warranty	1 year
Electronics Warranty	6 years

Software options offered:

- All field templates made available with Pro X purchase: including Letters & Numbers
- Cloud back-up of all field templates

Custom Logo Tool \$1,900

Not a lease – after purchase, the robot is owned by the buyer. Each purchase includes shipping & delivery. Prices are excluding taxes if applicable.

6 Years All-in-One Payment

Pro X + Subscriptions (x6) - Upfront Discount (10%)	\$41,690
1-time installation fee	Included
Annual Network + Support Subscription	6 years included
Parts Warranty	1 year
Electronics Warranty	6 years

*Annual Network + Subscription includes

- 6x year agreement for Services
- Data services for robot: Dual cellular network connections + RTK network access
- Cellular data for tablet
- Software updates for robot and tablet
- Support via phone and email

Annual Payments

Annual Payments x 6	\$5,875
1-time installation fee	\$1,700
Technical support subscription	\$1,790
Parts Warranty	1 years
Electronics Warranty	6 years

Additional items available for purchase:

Extra battery

Extra paint container

Extra preventative maintenance parts

Extended Warranty @ +\$995/year (up to 5x more years)



TURF TANK®

[TX] Hondo Youth Soccer Association - Turf Tank Lite Triple

[TX] Hondo Youth Soccer Association

Hondo, TX

United States

Pedro Fernandez

Coach

fernandez.p.pedro@gmail.com

2108152764

Reference: 20240312-234003634

Quote created: March 13, 2024

Quote expires: June 11, 2024

Quote created by: Tonnell Wilson

"Regional Territory Manager"

tonnell.wilson@turf tank.com

Comments

BuyBoard Reference Number: **No. 706-23, Grounds Maintenance Equipment, Parts, and Supplies**

[Tabulation Report](#) for No. 706-23, Grounds Maintenance Equipment, Parts, and Supplies

Products & Services

Item & Description	SKU	Quantity	Unit Price	Total
US - Turf Tank Lite Triple Subscription Includes: - (3) Sports Only - GPS TT Lite Paint Robot + GPS Package - 2.5 gallon paint jug - Tablet (Samsung Galaxy Tab) - Continuous Software Improvements - Geometry Package - (1) Robot Battery for TT Lite - Customer Support: Normal Business Hours - Hardware Warranty Program: One-Year Only - Standard Turf Tank Accessories - \$1,000 paint allotment (Ready-to-Spray, White only)		1	\$8,000.00 / year	\$8,000.00 / year for 3 years
US - Turf Tank Lite Package - Upfront Implementation Cost Includes: - Configuration & Shipping of Robot - Secure Inventory & Lock in Installation Date - Product Training & Online Resources		1	\$1,700.00	\$1,700.00
Annual subtotal				\$8,000.00
One-time subtotal				\$1,700.00
Total				\$9,700.00

Purchase terms & Comments

<u>Invoice</u>	<u>Invoice Details</u>
Implementation Fee Invoice & First Invoice	Implementation Fee & Subscription or Purchase Invoice will be issued at date of shipment with net 18 payment terms. The invoice will be emailed to the billing contact on file and will be from billing@turf tank.com .
Renewal Invoices	Subscription Renewal Invoices will be emailed to the billing contact on file 30-days prior to the subscription date with net 30 payment terms.

*****Sales Tax** is not included in the above quote. If you are not tax-exempt you will be subject to sales tax on your invoices. If you are tax-exempt, we will need to collect and validate your tax-exempt certificate.

Signature

 Signature

 Date

 Printed name



TURF TANK®

[TX] Hondo Youth Soccer Association – Turf Tank Two Plus Subscription

[TX] Hondo Youth Soccer Association

Hondo, TX

United States

Pedro Fernandez

Coach

fernandez.p.pedro@gmail.com

2108152764

Reference: 20240312-234310799

Quote created: March 13, 2024

Quote expires: June 11, 2024

Quote created by: Tonnell Wilson

"Regional Territory Manager"

tonnell.wilson@turftank.com

Comments

BuyBoard Reference Number: **No. 706-23, Grounds Maintenance Equipment, Parts, and Supplies**

[Tabulation Report](#) for No. 706-23, Grounds Maintenance Equipment, Parts, and Supplies

Products & Services

Item & Description	SKU	Quantity	Unit Price	Total
US - Turf Tank Two Plus Package - Subscription		1	\$11,000.00 / year	\$11,000.00 / year for 3 years
Includes:				
- GPS Paint Robot + GPS Package (Includes Android Tablet)				
- Continuous Software Improvements				
- Free Form Text Creation				
- Standard Geometry Package				
- Extended Geometry Package				
- Paint: \$2,000 Allotment of Paint (White)				
- (2) Robot Batteries				
- Customer Support: Normal Business Hours (Mon-Fri)				
- Hardware Warranty Program: Limited (Excludes Consumables)				
- Standard Turf Tank Accessories				
US - Turf Tank Two Plus Package - Upfront Implementation Cost		1	\$1,700.00	\$1,700.00
Includes:				
- Configuration & Shipping of Robot				
- Secure Inventory & Lock in Installation Date				
- Product Training & Online Resources				
Annual subtotal				\$11,000.00
One-time subtotal				\$1,700.00
Total				\$12,700.00

Purchase terms & Comments

<u>Invoice</u>	<u>Invoice Details</u>
Implementation Fee Invoice & First Invoice	Implementation Fee & Subscription or Purchase Invoice will be issued at date of shipment with net 18 payment terms. The invoice will be emailed to the billing contact on file and will be from billing@turf tank.com .
Renewal Invoices	Subscription Renewal Invoices will be emailed to the billing contact on file 30-days prior to the subscription date with net 30 payment terms.

*****Sales Tax** is not included in the above quote. If you are not tax-exempt you will be subject to sales tax on your invoices. If you are tax-exempt, we will need to collect and validate your tax-exempt certificate.

Signature

 Signature

 Date

 Printed name

Questions? Contact me



Tonnell Wilson

"Regional Territory Manager"

tonnell.wilson@turf tank.com

Turf Tank

1110 Allgood Industrial Ct

Marietta, GA 30066

United States



City Council Communication

Title: Executive Session: The City Council of the City of Hondo may convene in Executive Session in accordance with the Texas Open Meetings Act, Texas Government Code: Section 551.071(1) (A) and (2) (Consultations with Attorney) and Section 551.072 (Deliberations about Real Property), Section 551.074 (Personnel Matters), Section 551.076 (Deliberations about Security Devices), or Section 551.087 (Deliberations Regarding Economic Development Negotiations);Section 551.086 (Meeting concerning municipally owned utility-competitive matters);

Date: April 8, 2024

From:

INFORMATION:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

None

STAFF CONTACTS:



City Council Communication

Title: Airport Hangar No. 2 Lease

Date: April 8, 2024

From: Ryan Elder, Director of Aviation

INFORMATION:

Discuss airport hangar tenant arrears

FINANCIAL IMPACT:

N/A

STAFF RECOMMENDATION:

Discuss Airport hangar tenant arrears

MOTION:

TBD

ATTACHMENTS:

None

STAFF CONTACTS:

Ryan Elder



City Council Communication

Title: Airport "BIG" Water Lease

Date: April 8, 2024

From: Ryan Elder, Director of Aviation

INFORMATION:

After speaking with the local farmer at the Airport, a previous lessee, & a local contact who represents multiple lessors and lessees of water rights, they all have provided very similar BIG rights lease costs that are significantly lower than the proposed recommended minimum lease price established at the previous council meeting. I would respectfully like to discuss these numbers once more before submitting an RFB that could potentially turn out no responses to the advertisement.

FINANCIAL IMPACT:

TBD

STAFF RECOMMENDATION:

Staff recommends discussing the Airports BIG water rights with new information gathered.

MOTION:

TBD

ATTACHMENTS:

None

STAFF CONTACTS:

Ryan Elder



City Council Communication

Title: Discuss SRO contract for 2024-2025 school year with Hondo ISD.

Date: April 8, 2024

From:

INFORMATION:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

None

STAFF CONTACTS:



City Council Communication

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

Date: April 8, 2024

From:

INFORMATION:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

None

STAFF CONTACTS: