



REGULAR CITY COUNCIL MEETING

October 14, 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 October 14, 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 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.

The following items will be discussed, to-wit:

1. **CALL TO ORDER.**
2. **QUORUM CHECK.**
3. **INVOCATION BY PASTOR 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 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.

PRESENTATIONS

6. **RECOGNIZE AARON GARZA'S PROMOTION TO ASSISTANT CHIEF OF POLICE. (JUSTIN SOZA, CHIEF OF POLICE)**

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 AUGUST 26, 2024 REGULAR CITY COUNCIL MINUTES. (REBEKAH DOLPHUS, CITY SECRETARY)**
8. **CONSIDERATION AND APPROVAL OF THE SEPTEMBER 9, 2024 REGULAR CITY COUNCIL MINUTES. (REBEKAH DOLPHUS, CITY SECRETARY)**
9. **CONSIDERATION AND APPROVAL OF THE SEPTEMBER 23, 2024 REGULAR CITY COUNCIL MINUTES. (REBEKAH DOLPHUS, CITY SECRETARY)**
10. **CONSIDERATION AND APPROVAL FOR THE CITY MANAGER TO EXECUTE A LICENSE AGREEMENT WITH SHIFT-S3CTOR, LLC FOR AN AUTOMOTIVE EXHIBITION ON APRIL 5-6, 2025 AT THE SOUTH TEXAS REGIONAL AIRPORT. (RYAN ELDER, DIRECTOR OF AVIATION)**
11. **CONSIDERATION AND APPROVAL OF AN INTERLOCAL AGREEMENT WITH MEDINA COUNTY FOR THE HAZARD MITIGATION ACTION PLAN. (JOHN NARON, CITY MANAGER)**

OTHER BUSINESS

12. **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 October 11, 2024 at 3:15 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: RECOGNIZE AARON GARZA'S PROMOTION TO ASSISTANT CHIEF OF POLICE. (JUSTIN SOZA, CHIEF OF POLICE)

Date: October 14, 2024 **From:** Justin Soza

INFORMATION:

We will be holding a promotional ceremony for Aaron Garza who promoted to the rank of Assistant Chief of Police. Since joining the Hondo Police Department, Assistant Chief Garza has been a driving force behind the department's growth and continuous improvement. His exceptional leadership, dedication to innovation, and unwavering commitment to excellence have helped streamline operations and enhance the effectiveness of our team.

Assistant Chief Garza has been instrumental in implementing new processes and procedures that have modernized the department, enabling us to serve the community more efficiently and with greater professionalism. His vision and initiative have set a high standard for all members of the department, and his contributions have left a lasting positive impact on the way we protect and serve.

The promotion of Assistant Chief Garza reflects not only his dedication and hard work but also the respect and admiration he has earned from his colleagues and the community. We look forward to his continued leadership and the bright future he will help shape for the Hondo Police Department.

FINANCIAL IMPACT:

None

STAFF RECOMMENDATION:

N/A

MOTION:

N/A

ATTACHMENTS:

None

STAFF CONTACTS:

Chief Soza



City Council Communication

Title: CONSIDERATION AND APPROVAL OF THE AUGUST 26, 2024 REGULAR CITY COUNCIL MINUTES. (REBEKAH DOLPHUS, CITY SECRETARY)

Date: October 14, 2024 **From:** Rebekah Dolphus, City Secretary

INFORMATION:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

1. Rough Draft 1A

STAFF CONTACTS:

MINUTES
REGULAR CITY COUNCIL MEETING
Monday, August 26, 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, Councilman Joe Claire, Mayor Pro Tem Jose “Porky” Ytuarte, Council Woman Rachel Ramirez, Councilman John E. Villa

Absent: None

Staff Present: City Manager John Naron, City Attorney Richard Lindner, Chief Finance Officer Chris Hill, City Secretary Rebekah Dolphus, IT Manager Josh Rodriguez, IT Support Specialist Pauline Martinez, Human Resources Manager Michele Thacker, Assistant Finance Director Olivia Hancock

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.*

Indalecio Gonzalez III, 1101 29th Street, Hondo, TX 78861

- Concerns of livestock in the City limits and why State Law can overrule local Ordinance.

- Keeping citizens informed about changes to Law.

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.

Councilman Villa moved to approve item 6 on the Consent agenda; seconded by Council Woman Ramirez. Motion passes unanimously.

6. Consideration and approval of the August 12, 2024 Regular City Council minutes. (Rebekah Dolphus, City Secretary)

MINUTES
REGULAR CITY COUNCIL MEETING
Monday, August 26, 2024 @ 6:00PM
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OTHER BUSINESS

7. Public Hearing on the Proposed Property Tax Rate for Fiscal Year 2024-2025. (Chris Hill, Chief Finance Officer and John Naron, City Manager)

Public Hearing Opened @ 6:08 p.m.

- No public comments

Public Hearing Closed @ 6:10 p.m.

8. Discuss and consider Ordinance 1293-08-24 OF THE CITY COUNCIL OF THE CITY OF HONDO, TEXAS, MAKING APPROPRIATIONS FOR THE SUPPORT OF THE CITY OF HONDO, TEXAS FOR FISCAL YEAR BEGINNING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025; APPROPRIATING MONEY TO THE SINKING FUND TO PAY PRINCIPAL AND INTEREST DUE ON THE CITY'S INDEBTEDNESS; AND ADOPTING THE ANNUAL BUDGET OF THE CITY OF HONDO FOR THE 2024-2025 FISCAL YEAR AND SETTING AN EFFECTIVE DATE. (Chris Hill, Chief Finance Officer and John Naron, City Manager)

Mr. Hill presented the total budget of \$28,233,376 for all funds, reflecting a \$314,433 decrease from last year due to non-recurring capital projects. The budget includes a 3% salary increase, amounting to \$218,000. There was an additional \$45,000 allocated to the TML insurance pool, higher than expected. However, medical insurance costs only increased by 1.5%, significantly lower than the anticipated 14%.

Council Woman Ramirez moved to approve Ordinance 1293-08-24; seconded by Councilman Claire. The motion carried by the following vote: AYE: Councilman Claire and Council Woman Ramirez NAY: Councilman Williams and Councilman Ytuarte ABSTAIN: Councilman Villa. In a tie-breaking vote, Mayor McAnelly cast an AYE vote, resulting in the motion passing 3-2.

9. Discuss and consider Ordinance 1294-08-24 OF THE CITY COUNCIL OF THE CITY OF HONDO, TEXAS, SETTING THE AD VALOREM TAX RATE OF \$0.4800 CENTS PER \$100.00 VALUATION FOR THE MAINTENANCE AND OPERATIONS AND DEBT SERVICE OF THE MUNICIPAL GOVERNMENT OF THE CITY OF HONDO FOR THE 2024-2025 FISCAL YEAR; PROVIDING WHEN TAXES SHALL BECOME DUE AND WHEN SAME SHALL BECOME DELINQUENT IF NOT PAID. (Chris Hill, Chief Finance Officer John Naron, City Manager)

Mr. Hill presented the proposed \$0.48 tax rate, with \$0.317 for M&O and \$0.163 for I&S, including a \$0.043 unused increment recovery. The rate is below the Voter Approval Rate of \$0.4948. Mr. Williams suggested alternatives to raising taxes, but Mr. Hill emphasized that new developments must be on the tax roll by January 1, and sales tax is declining, leading to fund transfers. Mayor McAnelly noted the budget already draws from the fund balance, and Mr. Naron warned that fund transfers are unsustainable with growing deferred maintenance. Mr. Ytuarte and Mr. Williams expressed concern over repeated tax increases, and Mr. Hill highlighted the City previously dropped rates before growth. Mr. Villa mentioned an additional \$43 per \$100K in property value, equating to \$146/year for the average homestead.

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Councilman Claire moved to adopt Ordinance 1294-08-24 and that the tax rate be increased by the adoption of a tax rate of \$0.48 cents per \$100.00 valuation, which is effectively a 9.84% increase in the tax rate; seconded by Council Woman Ramirez. The motion carried by the following vote: AYE: Councilman Claire, Council Woman Ramirez, and Councilman Villa NAY: Councilman Williams and Councilman Ytuarte. Motion passes 3-2.

10. Discuss and consider Resolution 431-24 OF THE CITY COUNCIL OF THE CITY OF HONDO, TEXAS RATIFYING THE PROPERTY TAX RATE INCREASE REFLECTED IN THE CITY'S ADOPTED FISCAL YEAR 2024-2025 BUDGET, WHICH IS A BUDGET THAT WILL REQUIRE RAISING MORE REVENUE FROM PROPERTY TAXES THAN IN THE PREVIOUS YEAR; AND PROVIDING AN EFFECTIVE DATE. (Chris Hill, Chief Finance Officer and John Naron, City Manager)

Council Woman Ramirez moved to adopt Resolution 431-24; seconded by Councilman Claire. The motion carried by the following vote: AYE: Councilman Claire, Council Woman Ramirez, and Councilman Villa NAY: Councilman Williams and Councilman Ytuarte. Motion passes 3-2.

11. Discuss and consider Ordinance 1295-08-24 OF THE CITY OF HONDO, TEXAS, AMENDING APPENDIX A, "FEE SCHEDULE" OF THE CODE OF ORDINANCES OF THE CITY OF HONDO BY AMENDING PERTINENT SECTIONS TO REFLECT CURRENT FEES, INCREASED FEES, DELETED FEES, AND NEW FEES; PROVIDING A REPEALER CLAUSE; PROVIDING FOR SEVERABILITY AND SETTING AND EFFECTIVE DATE. (Chris Hill, Chief Finance Officer and John Naron, City Manager)

Councilman Williams moved to adopt Ordinance 1295-08-24; seconded by Councilman Villa. Motion passes unanimously.

12. Discuss and consider action on Resolution No. 432-24, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HONDO, TEXAS, APPROVING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT CIVIL ENGINEERING SUPPORT SERVICES WITH KSA ENGINEERING; EXTENDING THE TERM OF THE AGREEMENT; APPROVING A TASK ORDER FOR ENGINEERING SERVICES RELATED TO 2024 WATER MASTER PLAN, AND SETTING AN EFFECTIVE DATE. (John Naron, City Manager)

Councilman Ytuarte moved to adopt Resolution 432-24; seconded by Councilman Villa. Motion passes unanimously.

13. Discuss and consider action on a request from the City Council of the City of Hondo, TX to submit an application amending the zoning ordinance from R2 to R3 in the area of Avenue P to Avenue U and 14th Street to 18th Street.

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Mr. Echeozo explained that the process is beginning to move the proposal to the Planning and Zoning Commission for review. Mr. Claire questioned the purpose and how it benefits citizens. The Mayor clarified that R3 zoning allows for manufactured housing and duplexes, while R2 does not. Mr. Ytuarte supported allowing R3 housing options, arguing that people who cannot afford traditional homes should have the freedom to choose what they can afford without restrictions. Mr. Williams expressed that while he is okay with mobile homes, he is not in favor of allowing duplexes and quadplexes.

Councilman Ytuarte moved to approve the application from the City Council of the City of Hondo to amend the zoning from R2 to R3 in the area of Avenue P to Avenue U and 14th Street to 18th Street and send to Planning and Zoning Commission for consideration; seconded by Councilman Villa. The motion carried by the following vote: AYE: Councilman Williams, Councilman Ytuarte, Council Woman Ramirez, and Councilman Villa NAY: Councilman Claire. Motion passes 4-1.

14. Adjourn.

Councilman Villa moved to adjourn; seconded by Councilman Williams. Motion passes unanimously.

Meeting adjourned at 7:09 p.m.

PASSED AND APPROVED THIS 14th DAY OF OCTOBER 2024.

John McAnelly, Jr., Mayor

ATTEST:

Rebekah Dolphus, City Secretary



City Council Communication

Title: CONSIDERATION AND APPROVAL OF THE SEPTEMBER 9, 2024
REGULAR CITY COUNCIL MINUTES. (REBEKAH DOLPHUS, CITY SECRETARY)

Date: October 14, 2024 ***From:*** Rebekah Dolphus, City Secretary

INFORMATION:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

1. Rough Draft

STAFF CONTACTS:

MINUTES
REGULAR CITY COUNCIL MEETING
Monday, September 9, 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, Councilman Joe Claire, Mayor Pro Tem Jose “Porky” Ytuarte, Council Woman Rachel Ramirez, Councilman John E. Villa

Absent: None

Staff Present: City Manager John Naron, City Attorney Michael McCann, Administrative Assistant to City Manager Stephanie Velasquez, IT Manager Josh Rodriguez, Public Relations & Recreation Director Jamie Kindred, Chief of Police Justin Soza, Director of Aviation Ryan Elder, Development Services Manager Uche Echeozo, Human Resources Manager Michele Thacker

3. Invocation by Pastor Ty Fitzpatrick, God’s Country Fellowship 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.*

Chavel Lopez, 1002 Avenue S, Hondo, TX

**- Parks Department- understaffed and cannot keep up with work load
- Animal Shelter issues including hostility towards him, access being limited, and tick infestation**

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.

Councilman Ytuarte moved to approve items 6, 7, and 8 on the Consent agenda; seconded by Council Woman Ramirez. Motion passes unanimously.

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Monday, September 9, 2024 @ 6:00PM
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6. Consideration and approval for the City Manager to execute the FY 2025 RAMP Grant Agreement and designate John Naron as the City's authorized representative. (Ryan Elder, Director of Aviation)

7. Consideration and approval of Resolution 433-24 OF THE CITY COUNCIL OF THE CITY OF HONDO, TEXAS, AUTHORIZING APPROVAL FOR THE MANAGEMENT CONTRACT AWARD FOR THE HOME PROGRAM THROUGH THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS FOR THE RSP HOME (HRA) AGREEMENT. (Jamie Kindred, Director of Public Relations & Recreation)

8. Consideration and approval of Resolution 434-24 OF THE CITY COUNCIL OF THE CITY OF HONDO, TEXAS, AWARDED BID NO. FH001 FOR HVAC REPLACEMENT-MEDINA COUNTY FAIR HALL; AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR SUCH SERVICES; PROVIDING FOR THE INCORPORATION RECITALS AND PROVIDING AN EFFECTIVE DATE. (John Naron, City Manager)

OTHER BUSINESS

9. Discuss and consider action on assigning two more School Resource Officers to Hondo ISD campuses. (Council Woman Ramirez and Councilman Williams)

The Mayor emphasized how seriously both the City and the School take safety concerns. Currently, there are two School Resource Officers (SROs). Mr. Ytuarte questioned whether the school had reached out and pointed out that the budget had already been passed, raising concerns about funding. Councilwoman Ramirez asked why the money couldn't be found if it had been budgeted before. Mr. Williams suggested placing an SRO at each school, utilizing existing resources. Mr. Villa noted that it's the school's responsibility to contribute, as state law requires a shared cost. Mr. Naron assured that the City is ready to assist if the school approaches. The Council agreed that the Police Department's presence at school events is greatly appreciated.

The City Council of the City of Hondo convened into Executive Session at 6:28 p.m.

10. 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 551.074 (Personnel Matters);*

A. Discuss amending City of Hondo Police Chief Justin Soza current contract.

The City Council of the City of Hondo reconvened into regular session at 6:43 p.m.

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Monday, September 9, 2024 @ 6:00PM
City Council Chambers, 1600 Avenue M Hondo, Texas

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

Councilman Williams moved to approve the proposed employment agreement with the Chief of Police; seconded by Councilman Villa. Motion passes unanimously.

12. Adjourn.

Councilman Villa moved to adjourn; seconded by Council Woman Ramirez. Motion passes unanimously.

Meeting adjourned at 6:44 p.m.

PASSED AND APPROVED THIS 14TH DAY OF OCTOBER 2024.

John McAnelly, Jr., Mayor

ATTEST:

Stephanie Velasquez
City Manager Administrative Assistant

ABSENT

Rebekah Dolphus, City Secretary



City Council Communication

Title: CONSIDERATION AND APPROVAL OF THE SEPTEMBER 23, 2024
REGULAR CITY COUNCIL MINUTES. (REBEKAH DOLPHUS, CITY SECRETARY)

Date: October 14, 2024 **From:** Rebekah Dolphus, City Secretary

INFORMATION:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

1. Rough Draft

STAFF CONTACTS:

MINUTES
REGULAR CITY COUNCIL MEETING
Monday, September 23, 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, Councilman Joe Claire, Mayor Pro Tem Jose “Porky” Ytuarte, Council Woman Rachel Ramirez, Councilman John E. Villa

Absent: None

Staff Present: City Manager John Naron, City Attorney Richard Lindner, City Secretary Rebekah Dolphus, IT Manager Josh Rodriguez, Public Relations & Recreation Director Jamie Kindred, Director of Public Works Rene Saenz, Development Services Manager Uche Echeozo, Human Resources Manager Michele Thacker

3. Invocation by Mayor John McAnelly Jr.

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.*

Florestela Gonzales, 1002 Avenue S, Hondo, TX

- Animal Advisory Board

- Animal Shelter now requesting that an appointment be made to go inside.

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.

Councilman Ytuarte moved to approve items 6 and 7 on the Consent agenda; seconded by Councilman Villa. Motion passes unanimously.

6. Consideration and approval to sell City of Hondo surplus equipment and seized vehicles awarded to the Hondo Police Department. (Justin Soza, Chief of Police)

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City Council Chambers, 1600 Avenue M Hondo, Texas

7. Consideration and approval of various appointments to Boards and Commissions. (Mayor McAnelly)

- Parks & Recreation Advisory Board – Cy Barr

OTHER BUSINESS

8. Discuss and consider sporting events, fees, and seasonal programming in the City of Hondo. (Councilmen Ytuarte and Williams)

Mr. Naron began by expressing surprise, stating he thought the matter had already been addressed and encouraged any further questions if needed. Mr. Ytuarte explained that parents had reached out to him with concerns about reduced game schedules, citing staff shortages as the reason, though the fees remained unchanged. Mr. Naron noted that enrollment had increased by approximately 40 kids, but the schedule had been reduced by one game. Participants still receive t-shirts and jerseys, though rising costs are a factor. The program now includes 3rd and 4th graders. Mr. Ytuarte added that the Sports Manager had been unresponsive to inquiries. Council suggested that next year, the length of the season and associated fees should be reviewed, possibly excluding participation from other towns. Mr. Naron concluded by highlighting the excellent work of the recreation department.

9. Discuss and consider action on amending future City Council dates that conflict with Holiday schedule. (John Naron, City Manager)

Councilman Villa moved to reschedule the Monday November 11th, 2024 City Council meeting to Tuesday November 12th, 2024; seconded by Council Woman Ramirez. Motion passes unanimously.

10. Discuss and consider action on replacing Water Department Vactron. (John Naron, City Manager and Jeremiah Socarras, Water Superintendent)

Mr. Naron explained that both units are aging, and maintenance costs for one are now around \$25,000/year, making replacement a more cost-effective option. He emphasized that it's difficult to keep up with leaks when the equipment is frequently down for repairs. Mr. Villa questioned why this wasn't included in the recently approved budget. After some discussion, Mr. Saenz, the Public Works Director, clarified that the item was initially maintained and removed from the "want" list but has worsened significantly over the past few months. The funding would come from the water fund balance, which currently covers 280 days of operations.

Councilman Williams moved to approve the purchase of a Water Department Vactron Trailer for an amount not to exceed \$98,236.75; seconded by Council Woman Ramirez. Motion passes unanimously.

MINUTES
REGULAR CITY COUNCIL MEETING
Monday, September 23, 2024 @ 6:00PM
City Council Chambers, 1600 Avenue M Hondo, Texas

The City Council of the City of Hondo convened into Executive Session at 6:30 p.m.

11. 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);

A. Discuss a Real Property offer.

The City Council of the City of Hondo reconvened into regular session at 6:51 p.m.

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

Councilman Claire moved to reject the offer from TXDOT to purchase 2304 Avenue E, Hondo, Texas 78861; seconded by Councilman Ytuarte. AYE: Claire, Ytuarte, Villa. NAY: Williams, Ramirez. Motion passes 3-2.

13. Adjourn.

Councilman Villa moved to adjourn; seconded by Councilman Williams. Motion passes unanimously.

Meeting adjourned at 6:52 p.m.

PASSED AND APPROVED THIS 14TH DAY OF OCTOBER 2024.

ATTEST:

John McAnelly, Jr., Mayor

Rebekah Dolphus, City Secretary



City Council Communication

Title: CONSIDERATION AND APPROVAL FOR THE CITY MANAGER TO EXECUTE A LICENSE AGREEMENT WITH SHIFT-S3CTOR, LLC FOR AN AUTOMOTIVE EXHIBITION ON APRIL 5-6, 2025 AT THE SOUTH TEXAS REGIONAL AIRPORT. (RYAN ELDER, DIRECTOR OF AVIATION)

Date: October 14, 2024 **From:** Ryan Elder, Director of Aviation

INFORMATION:

Shift-S3ctor, LLC wishes to bring the Airstrip Attack event back to Hondo on April 5-6, 2025 for its 5th season. The event will be held at the South Texas Regional Airport on the runway and apron area.

FINANCIAL IMPACT:

License Fee - \$12,000

STAFF RECOMMENDATION:

Staff recommends approval of the City Manager to execute a license agreement with Shift-S3ctor, LLC

MOTION:

* If Pulled from Consent *

Motion to approve the City Manager to execute a License Agreement with Shift-S3ctor, LLC, to hold an automotive exhibition at the South Texas Regional Airport April 5-6, 2025.

ATTACHMENTS:

1. License_Agreement_SS3-Hondo-2025

STAFF CONTACTS:

Ryan Elder

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“License” or “Agreement”) made and entered into as of _____ 2024, (“Effective Date”) by and between the **CITY OF HONDO** (“City”), a Texas municipal corporation and **SHIFT-S3CTOR, LLC**, a California limited liability company (“SS3” or “Licensee”).

RECITALS

- A. City is the Owner of the South Texas Regional Airport at Hondo located at 700 Vandenberg Road, Hondo, TX 78861 (the “Airport”).
- B. Licensee has requested non-exclusive and temporary use of Runway 17L/35R, Taxiway Alpha & a portion of Ramp Space located at Airport and depicted in **APPENDIX A** (the “Premises”) for use by Licensee to host an automotive racing event.
- C. City is agreeable to issuing a license for the Premises to Licensee for the Permitted Uses and subject to the terms, covenants and conditions set forth in this License.

1. LICENSE:

Subject to the terms, covenants and conditions set forth in this License, Licensee will have non-exclusive use and access to the Premises for the Permitted Uses and Approved Events as defined herein and for no other use or purpose without the prior written consent of the Airport Director.

2. AS-IS CONDITION; NO REPRESENTATIONS:

LICENSEE HAS HAD FULL OPPORTUNITY TO EXAMINE THE PREMISES AND LICENSEE’S USE AND OCCUPANCY OF THE PREMISES FOR AN APPROVED EVENT SHALL BE CONCLUSIVE EVIDENCE OF LICENSEE’S ACCEPTANCE THEREOF IN AN “AS IS” CONDITION, AND LICENSEE HEREBY ACCEPTS THE PREMISES IN ITS PRESENT CONDITION AS SUITABLE FOR THE PURPOSE FOR WHICH IT IS LICENSED. LICENSEE AGREES THAT NO REPRESENTATIONS RESPECTING THE CONDITION OF THE PREMISES AND NO PROMISES TO IMPROVE THE PREMISES, EITHER BEFORE OR AFTER THE EXECUTION HEREOF, HAVE BEEN MADE BY CITY OR ITS AGENTS TO LICENSEE UNLESS THE SAME ARE CONTAINED HEREIN OR MADE A PART HEREOF BY SPECIFIC REFERENCE HEREIN AND, EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE CITY SHALL HAVE NO RESPONSIBILITY FOR THE MAINTENANCE OR REPAIR OF THE PREMISES OR ANY IMPROVEMENT THEREON, EXCEPT PROVIDED FOR BY AGREEMENT BETWEEN LICENSEE AND CITY.

3. AIRFIELD OPERATIONS:

- A. It is expressly understood and agreed that this License is subject to and subordinate to and controlled by all provisions, stipulations, covenants and agreements contained in

those certain in contracts, agreements, resolutions and actions of City constituting agreements between City and the United States of America and its agents including but not limited to, the Federal Aviation Administration (FAA) and all regulations now and hereafter imposed upon the City. The City shall not be liable to SS3 on account of any of the foregoing matters and all of such contracts, agreements, resolutions, laws and regulations are incorporated herein by reference and if any provision of this Agreement is determined to be at variance with same as they may from time to time exist, such provision is unilaterally reformable at City's option. If for any reason the FAA does not allow this event to occur then the City will not be liable for any damages to SS3 or any other party, except for any fees returned that were paid by SS3 to City for use of the premises.

B. SS3 further agrees that it is knowledgeable and cognizant of the rules and regulations of the FAA. All flight activities will be conducted under the supervision of the FAA and City. SS3 acknowledge and agree that the Airport must remain open for general aviation use and the flying public at all times, including during an Approved Event. Availability of the Premises may also be affected by weather conditions making the Premises unsuitable for automobile racing in accordance with local, state, federal laws and regulations. City agrees to notify SS3 in the event the Airport is closed and otherwise unavailable for the Approved Event.

C. Licensee shall comply with all local, state, and federal laws, rules, regulations, and ordinances in connection with its use of the Premises. Licensee shall maintain its current status for all federal, state and local licenses and permits required for the operation of the Approved Events organized and hosted by Licensee.

4. TERM

A. This License begins on the Effective Date and will automatically expire on the earlier of (i) one (1) year anniversary of the Effective Date or (ii) upon completion of the Approved Event (the "Term"). Licensee will have one option to extend the term of this Agreement by written notice to the City within thirty (30) days of expiration of the Term. Upon such notice, the Term of this Agreement will be extended for an additional and subsequent one (1) year or upon completion of a second Approved Event (the "Extended Term").

B. This license may be terminated by either party at any time, with or without cause, with thirty (30) days written notice. Upon such termination the parties will be relieved of their duties and obligations under this Agreement, except for the payment of any amounts owed and due to City under the terms of the Agreement. If City elects to terminate this Agreement prior to the Approved Event, then City will refund the License Fee and any other amounts paid by SS3 to City for use of the Premises.

C. During the Term of this Agreement and subject to the terms and condition provided herein, SS3 may schedule one (1) Approved Event at the Premises. SS3 anticipates conducting an automotive exhibition and racing event for public display on or about April

5th – 6th, 2025, at the Premises, or at such other date(s) as the event may be rescheduled as provided herein.

5. PERMITTED USES:

A. During the Term, SS3 may submit a written plan to Airport Director for the proposed date and time to conduct an event at the Premises (the “Event Plan”). The Event Plan must be submitted to City no less than ninety (90) days in advance of the proposed date. Airport Director will reply within five (5) days on whether the Premises is available for Licensee’s event. If the event is approved, Airport Director will provide Licensee a written approval specifying the date and time of the approved event (“Approved Event”).

B. The Event Plan must include the proposed location of all activities, equipment and facilities during all stages of preparation for or conduct of actual race displays and an outline of its plans for the control of vehicular and pedestrian traffic, the sale and collection of admissions and the placement and nature of any concession stands. These plans shall be subject to the Airport Director’s approval and no installations or physical preparations shall be made on the Premises without first obtaining proper authorization from the Airport Director.

D. The Event Plan must include any plans for the erection of temporary fences, barricades, building and signs for crowd handling purposes and provide, office, reception and concession facilities in an area designated by the City. Immediately after completion of activities each day SS3 shall move to locations acceptable to City all items which may interfere with normal operations at the Airport, shall clean up all trash, debris and operations at the Airport and shall leave the premises in a clean and neat condition acceptable to City. Upon completion of the Approved Event, SS3 will remove all temporary fences, barricades, buildings, and signs and all trash and debris from the Airport and restore the Premises to a condition acceptable to the City.

E. SS3 will coordinate with the City and the Airport Director for entry/exit of the Airport on the days prior to and after the event for potential setup and tear down, as well as any promotional pictures, videos, or other media that may need to be taken on the Premises. Bleachers, portable restrooms and any other equipment related to the Approved Event may not be set up or staged more than six (6) days prior to the event and shall be removed within six (6) days of the end of the event, unless prior approval is given by the City. SS3 will minimize impacts to Airport operations during these activities.

F. SS3, its members, employees, patrons, guests and invitees shall be allowed access to the Premises only over routes to be designated by the City. SS3 is hereby granted the right to charge admission to all persons entering the Premises for the Approved Event. Nothing in this Agreement shall authorize SS3 to charge admission fees to any persons accessing the Airport for other purposes unrelated to the Approved Event, including but not limited to, aircraft owners, hanger tenants, any person who is an Airport or City employee or any FAA employee on official business.

G. City agrees that it will not authorize other persons to conduct any concessions, sales, promotions, ticket sales or other activities interfering or competing with the Approved Event at the Airport without SS3's consent.

H. SS3 shall have the exclusive right to conduct automotive races at the Airport during the dates of the Approved Event.

I. City reserves the right to cancel or rescind its approval of an Approved Event at any time, with or without cause prior to thirty (30) days of an Approved Event. City may cancel or rescind its approval of an Approved Event within thirty (30) for good and reasonable cause, including but not limited to:

1. Inclement or hazardous weather conditions
2. Fire, flood or other site conditions creating a threat to public health and safety concerns
3. SS3 is in breach of the terms of this Agreement
4. SS3's falsification, or otherwise misrepresentation of any material aspect of the Approved Event, or the License in connection therewith
5. Site conditions and/or situations requiring temporary or permanent closure of the Airport airfield or other areas to be used for the Approved Event

The Airport Director's decision to deny Licensee's request for an event date and/or cancel or rescind the approval of an Approved Event will be final and Licensee waives any and all rights to any appeal along with any alleged damages due to the unavailability, cancelation or rescinding of approval for use of the Premises for an Approved Event and/or Licensee's proposed event(s).

6. SERVICES AND UTILITIES

A. SS3 shall also coordinate with City for any police, fire, and emergency medical services for any traffic, security, and emergency medical services ("Emergency Services") related to the Approved Event. In addition to the License Fee, SS3 shall pay City for the cost the Emergency Services directly related to the Approved Event. City will provide an estimate to SS3 within ten (10) business days of the SS3's submission of an Event Plan. SS3 agrees to pay no less than 50% of the City's estimated cost of the Emergency Services not less than thirty (30) days prior to the date of the Approved Event. Following the date(s) of the Approved Event, City will issue an invoice to SS3 for the actual costs, within thirty (30) days after the Approved Event. The invoice will apply the amounts previously paid by SS3 for Emergency Services and payment on the invoice will due within thirty (30) days. SS3's obligation to pay for Emergency Services will survive expiration of the Agreement.

B. SS3 will bear all costs and expenses for any temporary utility connections and to establish accounts for such utilities, including but not limited to telephone, data, water,

sewer, electrical services. SS3 agrees to provide adequate, trash receptacles and portable restroom facilities for men and women during the dates of the Approved Event and such days before and after the Approved Event for setup and tear down.

C. SS3 will provide, or cause to be provided the following services:

1. Chairs and canopy/tents for event staff (if so required)
2. Event staff credentials
3. Trash collection and removal
4. Erect and remove signs for event (if so required)
5. Event support and staffing
6. Safety Program (safety briefing, safety plan)
7. Event program and schedule
8. Preparation and submission of any documentation or applications required by FAA (Copies provided to Airport Director)

7. LICENSE FEE:

For use of the Premises in accordance with the terms of this Agreement, SS3 shall pay City the sum of Twelve Thousand Dollars (\$12,000.00) as a License Fee ("the Fee") no later than thirty (30) days prior to the event. The License Fee will remain unchanged for the Extended Term, if any. City and SS3 agree to negotiate in good faith in the negotiating the fee of any future license agreements, if any.

8. SS3 OBLIGATIONS AND REPRESENTATIONS:

A. SS3's obligations to perform under this Agreement shall be absolute and unconditional.

B. SS3 acknowledges that, although unlikely, damage may be caused to Airport property. SS3 agrees to repair any damage to the Airport property, including but not limited to any buildings, hangars, City vehicles and equipment, signage, navigational aids, lights, fueling systems, ramps, vegetation, landscaping, pavement and rubber removal arising from the Approved Event within sixty (60) days of the Approved Event. If the repairs will require more than sixty (60) days to complete, then SS3 will submit a timetable for completion of the repair subject to City's approval, which will not be unreasonably withheld. The Airport property will be returned to a condition as good as or better than the condition the premises were in immediately before the Race. Any needed repairs will be made at the sole cost and expense of SS3. SS3's duty to repair the Airport property will survive expiration and/or termination of this Agreement.

C. Licensee represents, covenants and warrants to City 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 the jurisdiction in which the Premises is located it is duly qualified in such jurisdiction to transact business, (ii) it has the full right, power and authority to enter into this License, (iii) any and all corporate or other such

action necessary to approve and ratify the entering into of this License by Licensee has been taken (and Licensee agrees to provide evidence thereof to City upon City's request) and (iv) the person executing this License on behalf of Licensee has been empowered with all necessary authority to do so and thereby to bind Licensee fully to all of the terms and conditions hereof.

9. EXCUSE OF PERFORMANCE BY REASON OR FORCE MAJEURE

Neither City, TxDOT, FAA nor SS3 shall be required to perform any term, condition, or covenant in this Agreement so long as such performance is delayed or prevented by Force Majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any government authority, civil riots, floods, or any other cause not reasonable within the control of City, TxDOT, FAA or SS3 and which by the exercise of diligence City, TxDOT, FAA or SS3 is unable, wholly or in part, to prevent or overcome.

10. ASSIGNMENT AND SUBLICENSE:

SS3 shall have no authority to assign this Agreement or otherwise sublicense any portion of the Premises to a third party or parties without obtaining prior written consent of City. In the event of any assignment of sublicense, SS3 shall remain the principal obligor under all covenants of this Agreement. By accepting any assignment or sublicense, assignee or sublicense shall become bound by and shall perform, and shall become entitled to the benefits of all the terms, conditions and covenants of this Agreement.

11. INDEMNIFICATION AND INSURANCE:

A. SS3 hereby waives all claims against the City, TxDOT and FAA for damages to persons, equipment, fixtures, machinery, aircraft, or other items of personal or real property arising from the use of the Airport and/or the Premises by SS3.

B. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT LICENSEE WILL INDEMNIFY, DEFEND, AND HOLD HARMLESS CITY OF HONDO, TEXAS DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION TOGETHER WITH ITS CITY COUNCIL, OFFICERS, EMPLOYEES AND AGENTS, INDIVIDUALLY OR COLLECTIVELY (REFERRED TO HEREIN AS THE "INDEMNITEES"), FROM AND AGAINST ALL SUITS, ACTIONS, LOSSES, DAMAGES, DEMANDS, JUDGMENTS, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE OR DESCRIPTION, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL EXPENSES OF LITIGATION, COURT COSTS, AND REASONABLE ATTORNEYS' AND EXPERTS' FEES, FOR INJURY OR DEATH TO ANY PERSON, OR LOSS OR DAMAGE TO ANY PROPERTY, RECEIVED OR

SUSTAINED BY ANY PERSON, OR PERSONS, OR PROPERTY REFERRED TO HEREIN AS THE "LOSSES"), TO THE EXTENT ARISING OUT OF, OR OCCASIONED BY, ACTS OR OMISSIONS OF LICENSEE ARISING OUT OF LICENSEE'S USE OF THE PREMISES, OR ANY BUILDINGS, OR FROM THE CONDUCT OF LICENSEE'S BUSINESS, OR FROM ANY ACTIVITY, WORK, OR THING DONE, PERMITTED, OR SUFFERED BY LICENSEE, IN OR ABOUT THE PREMISES OR ANY BUILDINGS.

C. City, TxDOT, FAA together with its city council, officers, employees and agents, individually and collectively ("City, Et Al") will not be liable in any event for personal injury or loss of Licensee's property caused by fire, flood, water leaks, rain, hail, ice, snow, smoke, lightning, wind, explosion, interruption of utilities or other similar occurrences. Licensee will give prompt notice to Airport Director of any significant accidents involving injury to persons or property. Furthermore, City, Et Al, will not be responsible for lost or stolen personal property, equipment, money or jewelry from the Premises or designated parking areas, regardless of whether such loss occurs when the area is locked against entry. City, Et Al will not be liable to Licensee or Licensee's employees, customers or invitees for any damages or losses to persons or property caused by any invitees anywhere at Airport, or for any damages or losses caused by theft, burglary, assault, vandalism or other crimes. Licensee will give Airport Director prompt notice of any criminal or suspicious conduct within or about the Premises or Airport and/or personal injury or property damage caused thereby.

D. During the Term of this License, Licensee, at its sole cost and expense, will maintain in effect a policy of commercial general liability insurance, on an "occurrence basis," covering against all claims on account of death, bodily injury, personal injury and property damage, occurring in connection with Licensee's use or occupancy of the Premises with policy limits of not less than the following:

Coverage Type	Policy Limit
Personal/advertising injury limit and per occurrence limit	\$1 million
Products/completed operations aggregate	\$1 million
General aggregate	\$2 million
Facility Damage	\$100,000
Excess Liability per occurrence limit	\$1 million
Medical Expenses	\$5,000 per person

Licensee will name City of Hondo, TxDOT and FAA as an additional insured. Licensee will provide City proof of insurance and a copy of SS3's insurance policy within 30 days of an Approved Event. SS3 agrees that any claim, loss or judgment will first be paid by SS3 and/or its insurance policies.

E. SS3 will secure a fully executed Waiver of Liability from each racing participant before allowing such participant to race at the Approved Event. Upon request, SS3 will furnish City a copy of all signed Waiver of Liability forms.

12. PERMITS, LICENSES AND AUTHORIZATIONS:

SS3 shall at its own expense, procure any necessary permits, licenses and other authorizations required for the lawful and proper use, occupancy, operations and management of the Premises and pay all lawful taxes on income received. City agrees to cooperate with SS3 to assist in securing such permits, licenses and authorizations insofar as the same are issued under City's jurisdiction.

13. IDENTIFICATION:

SS3 may install on the Premises, temporary signs or other identification as provided in the Event Plan for the Approved Event. The size, type, design and locations of such signs or other identification will be subject to City's prior written consent.

14. NO WAIVER:

Failure on the part of City or SS3 to complain of any action or non-action on the part of the other shall not be deemed to be a waiver of any of their respective rights hereunder. The consent or approval by either party to or of any action by the other requiring consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar act.

15. SEVERABILITY:

In case any provision of this License shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof will not in any way be affected or impaired thereby.

16. GOVERNING LAW:

This Agreement shall be governed, enforced and construed in accordance with the laws of the State of Texas. Venue for this Agreement shall be in Medina County, Texas.

17. CONFIDENTIALITY:

City understands that in performing this Agreement they may have access to private, proprietary and/or confidential information relating to SS3. The event, as well as any and all ideas and concepts regarding logistics, equipment, marketing, development, or otherwise represent Confidential Information of SS3. With respect to all such information and any other information that the disclosing party may treat as confidential the other party agrees that the information will:

- Remain the exclusive property of the disclosing party.
- Not be copied, published or disclosed by the other party to others unless approved in writing.
- Be used solely in each party's performance of this Agreement.
- Be returned to the disclosing party upon termination of this Agreement.

Each party agrees that its obligations provided in this Agreement are necessary and reasonable in order to protect the disclosing party and its business, and each party expressly agrees that monetary damages would be inadequate to compensate the disclosing party for any breach by the receiving party of its covenants and agreements set forth in this Agreement. Accordingly, each party agrees and acknowledges that any such violation or threatened violation will cause irreparable injury to the disclosing party and that, in addition to any other remedies that may be available, in law, inequity or otherwise, the disclosing party shall be entitled to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach by the receiving party, without the necessity of proving actual damage. **Notwithstanding anything contained herein to the contrary, SS3 acknowledges that it understands that *at the time of execution of this Agreement*, that the City is a governmental entity and, as such, all of its records are subject to the Public Information Act of Texas (the "Act") and that some or all of the proprietary and/or confidential information received by City may be subject to disclosure under the Act and City must comply with the Act and doing so will not be a violation of this Agreement. City will use its best efforts to notify SS3 of any such request for disclosure before the expiration of the mandatory 10 day period for disclosure, so that SS3 can pursue any rights and remedies it may have to object to the disclosure with the Attorney General of the state of Texas prior to actual disclosure by SS3 as required by Texas law.**

18. NON-COMPETING ACTIVITIES / EXCLUSIVITY:

Due to the amount of time and expense contributed by SS3 to build the longevity of the Event, City acknowledges and agrees that competing activities would be disruptive to the relationship between City and SS3, as well as jeopardize the future of the event. Therefore, City agrees that as long as SS3 is hosting an event on the Premises, and for a period of two (2) years from the date of SS3's most recent Approved Event on the Premises, City shall not host, license, permit, or otherwise provide access for any party to host a similar automotive racing event on the Premises without the written consent of SS3, which may be withheld for any or no reason whatsoever. This clause shall survive this Agreement regardless of termination by either party.

19. INSPECTION BY CITY:

SS3 shall permit City and City's agents, representatives, and employees to enter into and on the Premises at all reasonable times for the purpose of inspection, maintenance, making repairs or alteration to the Premises or any other purpose necessary to protect City's interest in the Premises.

20. NOTICES:

All notices, consents, waivers or other communications permitted or required hereunder shall be delivered by electronic mail, or hand delivery, by United States Certified Mail postage prepaid return receipt request or by telegram, addressed as follows:

For the City:

City of Hondo
1600 Ave. M
Hondo, Texas 78861
Att: Ryan Elder, Airport Director

For SS3:

Ryan Fisher
2934 ½ N. Beverly Glen Circle #180
Los Angeles, CA 90077

or to such address as may be designated in writing by either party.

21. ADDITIONAL DOCUMENTS:

Each party hereto agrees to execute and deliver any additional documents, which may be necessary or desirable in carrying out the terms of this Agreement.

22. ENTIRE AGREEMENT

This Agreement embraces the entire agreement of the parties mentioned herein pertaining to the Premises and no statement, remark, agreement, or understanding, either oral or written, not contained herein shall be recognized or enforced as it pertains to the License of the Premises, except that this Agreement may be modified by written amendment agreed to and signed by all pertinent parties and attached hereto.

23. HEADINGS AND CAPTIONS

The captions and headings are inserted solely for the convenience of reference and are not part of nor intended to govern, limit, or aid in the construction of any provision hereof.

24. AUTHORITY

The parties to this Agreement hereby acknowledge and agree that they are the principals to this License and have the power, right, and authority to enter into this Agreement and are not acting as an agent for the benefit of any third party.

25. SEVERABILITY

If any section, sentence or phrase entered in this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, such illegality or unenforceability shall not affect the

remainder of this Agreement and, to this end, the provisions of this Agreement are declared to be severable.

26. LEGAL FEES AND EXPENSES

In the event of any dispute or legal action relating to this License, the prevailing party shall be entitled to receive from the other party, reimbursement for reasonable attorney's fees, costs and expenses incurred.

27. INTERPRETATION.

The parties hereto acknowledge and agree that (i) each party has reviewed the terms and provisions of this Agreement; (ii) the rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Agreement; and (iii) the terms and provisions of this Agreement shall be construed fairly as to all parties hereto and not in favor or against any party, regardless of which party was generally responsible for the preparation of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives on the dates specified below.

CITY:

**CITY OF HONDO,
a Texas municipal corporation**

By: _____
John Naron, City Manager

Date: _____

SS3:

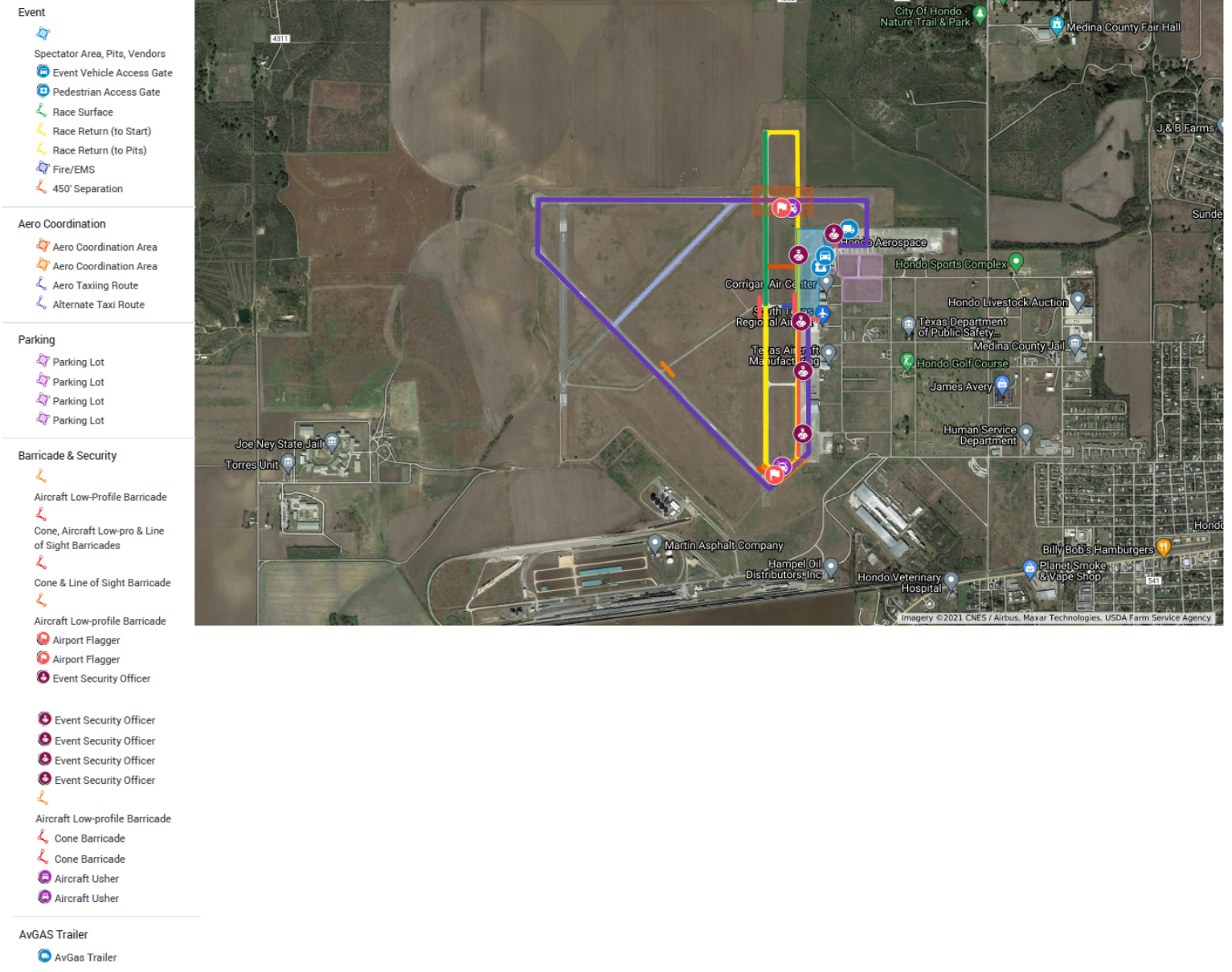
**SHIFT-S3CTOR, LLC, a California
limited liability company**

By: _____
Ryan Fisher, managing member
and Legal Counsel

Date: _____

APPENDIX A

Hondo Airstrip Attack Base Coordination





City Council Communication

Title: CONSIDERATION AND APPROVAL OF AN INTERLOCAL AGREEMENT WITH MEDINA COUNTY FOR THE HAZARD MITIGATION ACTION PLAN.
(JOHN NARON, CITY MANAGER)

Date: October 14, 2024 ***From:*** John Naron, City Manager

INFORMATION:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

1. Interlocal Haz Mitg 12-11-23 Hondo

STAFF CONTACTS:

THE STATE OF TEXAS §

**INTERGOVERNMENTAL AGREEMENT
Pursuant to the Interlocal Cooperation Act
Texas Government Code, Chapter 791**

MEDINA COUNTY §

This AGREEMENT is made between MEDINA COUNTY, TEXAS, hereinafter referred to as the COUNTY, acting through its Commissioners Court, and the CITY OF HONDO, TEXAS, hereinafter referred to as the PARTICIPANT, acting through its City Council, as authorized by Texas Government Code Chapter 791 which authorizes local governments to enter into contracts for governmental functions and services to increase efficiency and effectiveness.

The COUNTY is applying for FEMA grant funds, hereinafter referred to as the GRANT, administered by the Texas Department of Emergency Management (TDEM). The GRANT will be used to create a countywide Hazard Mitigation Action Plan, hereinafter referred to as the PLAN. The approved Hazard Mitigation Action Plan will be effective for five (5) years and will include the County and Participants. The term of this Agreement shall be from the date of the PARTICIPANT'S execution of this Agreement until the GRANT is administratively closed by TDEM. Either party may terminate this Agreement with thirty (30) days written notice to the other party, except such early termination shall not relieve the PARTICIPANT from the local matching funds commitment and payment terms addressed below.

Parties agree that the COUNTY shall:

1. Serve as the primary participant and contact in all matters pertaining to the GRANT and the conduit for communication between itself, the PARTICIPANT, and TDEM.
2. Endeavor to execute its GRANT responsibilities in a timely and efficient manner.
3. Be the repository of all receipts and documentation pertinent to the GRANT and furnish such to TDEM upon its request.
4. Ensure that the PARTICIPANT shall not be responsible for any GRANT-related costs other than those outlined herein without the PARTICIPANT's written approval.
5. Provide a draft of the PLAN for review and comment by PARTICIPANT'S Local Planning Team members during the planning process and prior to COUNTY submittal of the PLAN to TDEM.

Parties agree that the PARTICIPANT shall:

1. Be an additional participant in the PLAN.
2. Cooperate in a timely manner with COUNTY requests to provide information needed to fulfill the COUNTY'S obligations under the GRANT and to complete the PLAN.
3. Designate one or more Local Planning Team members to participate in the development of the PLAN and to update the PARTICIPANT of progress.
4. Provide \$1,250 in local matching funds to the COUNTY within sixty (60) days of such request by the COUNTY, to be used toward GRANT activities.

This Agreement constitutes the entire Agreement between the parties with regard to the GRANT and may not be modified except as agreed by the parties in writing. The parties further agree that any GRANT funds provided by the COUNTY are without warranty of any kind to the PARTICIPANT or any third party, and that to the extent allowed by law the PARTICIPANT shall hold harmless the COUNTY, its officers, agents, and employees from any and all loss, damage, cost demands, or causes of action of any nature or kind for loss or damage to property, or for injury or death of any person, arising in any manner from the performance of GRANT activities. Nothing herein shall be construed to create any rights in third parties.

EXECUTED BY:

MEDINA COUNTY, TEXAS

CITY OF HONDO



KEITH LUTZ
COUNTY JUDGE

JOHN MCANELLY
MAYOR, CITY OF HONDO

December 11, 2023

DATE

DATE

ATTEST:

ATTEST:



GINA CHAMPION
COUNTY CLERK

CITY SECRETARY

