



THIS IS GOD'S COUNTRY

REGULAR CITY COUNCIL MEETING

July 14, 2025 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 July 14, 2025 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.**
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.

PROCLAMATIONS

6. **RECOGNIZE PARKS AND RECREATION MONTH 2025. (MAYOR MCANELLY)**

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 RESOLUTION NO. 457-25 OF THE CITY COUNCIL OF THE CITY OF HONDO, TEXAS, EXPRESSING SUPPORT FOR ADVANCED AIR MOBILITY INITIATIVES AT THE SOUTH TEXAS REGIONAL AIRPORT. (RYAN ELDER, DIRECTOR OF AVIATION)**
8. **CONSIDERATION AND APPROVAL OF RESOLUTION NO. 458-25 OF THE CITY COUNCIL OF THE CITY OF HONDO, TEXAS, AUTHORIZING THE ACCEPTANCE OF A FEDERAL AVIATION ADMINISTRATION (FAA) DEED OF RELEASE OF OBLIGATION FOR APPROXIMATELY 100.763 ACRES OF AIRPORT PROPERTY LOCATED AT THE SOUTH TEXAS REGIONAL AIRPORT AT HONDO; AUTHORIZING THE MAYOR TO EXECUTE ALL NECESSARY DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE. (RYAN ELDER, DIRECTOR OF AVIATION)**
9. **CONSIDERATION AND APPROVAL OF RESOLUTION NO. 459-25 OF THE CITY COUNCIL OF THE CITY OF HONDO, TEXAS, APPROVING THE ACCEPTANCE OF SPATZ WATER WELL PROJECT BY RL JONES, LP. (JEREMIAH SOCARRAS, WATER SUPERINTENDENT)**
10. **CONSIDERATION AND APPROVAL OF VARIOUS APPOINTMENTS TO BOARDS AND COMMISSIONS. (MAYOR MCANELLY)**

OTHER BUSINESS

11. **DISCUSS AND CONSIDER ACTION ON AUTHORIZING THE CITY MANAGER TO ENTER INTO A LEASE AGREEMENT WITH EZ-GO AND THE HUNTINGTON NATIONAL BANK FOR GOLF CARTS AT THE HONDO GOLF COURSE. (JOHN NARON, CITY MANAGER)**
12. **PRESENT, DISCUSS, AND CONSIDER ACTION ON HONDO DOWNTOWN BUSINESS ASSOCIATION REQUEST FOR 2026 HOTEL OCCUPANCY TAX FUNDS. (LANDON MORIN, VICE PRESIDENT HONDO DOWNTOWN BUSINESS ASSOCIATION)**
13. **DISCUSS AND CONSIDER AUTHORIZING THE CITY MANAGER TO EXECUTE LEASE AGREEMENT(S) FOR A TOTAL OF 362.021 ACRE-FEET PER ANNUM OF BASE IRRIGATION (BIG) EDWARDS AQUIFER WATER**

RIGHTS AT THE HONDO AIRPORT FOR CY 2025. (RYAN ELDER, DIRECTOR OF AVIATION)

14. **DISCUSS AND CONSIDER ACTION ON AN AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF HONDO AND HONDO ISD TO AUTHORIZE THE ASSIGNMENT OF TWO (2) ADDITIONAL SCHOOL RESOURCE OFFICERS (SROS) AT THE REQUEST OF HONDO ISD, AND TO UPDATE THE AGREEMENT TO REFLECT INCREASED COMPENSATION AND BENEFIT COSTS FOR ALL ASSIGNED SROS, INCLUDING DISCUSSION REGARDING THE FUNDING AND PROVISION OF NECESSARY EQUIPMENT AND PATROL VEHICLES TO SUPPORT THE ADDITIONAL OFFICERS. (JUSTIN SOZA, CHIEF OF POLICE)**
15. **DISCUSS AND CONSIDER ACTION ON PROPOSED AMENDMENTS OF THE HOME RULE CHARTER FROM THE CHARTER REVIEW COMMISSION.**
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 July 11, 2025 at 4:00 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.



Proclamation
City of Hondo, Texas
National Parks and Recreation Month
July 2025

WHEREAS, July is recognized across our Nation as National Parks and Recreation Month, and it is fitting to honor the City of Hondo's outstanding Parks and Recreation Department; and

WHEREAS, Hondo's Parks and Recreation programs play a vital role in ensuring a high quality of life for our residents by promoting health, wellness, and countless opportunities for recreation throughout the year; and

WHEREAS, the City of Hondo maintains numerous acres of parkland with quality amenities and infrastructure for residents of all ages to enjoy – whether gathering for family picnics, playing on well-kept equipment, or exploring the unique experience offered by our one-of-a-kind Nature Trail Park; and

WHEREAS, the Rick Taylor Recreation Center provides year-round youth programs and camps, featuring an indoor basketball court, modern exercise equipment, and a dedicated staff that hosts special events for the community throughout the year; and

WHEREAS, the City's swimming pool continues to be a beloved resource, providing a safe environment for swimming, aquatic exercise, and family fun; and

WHEREAS, the City of Hondo Golf Course, with its scenic nine-hole course and driving range, remains a community treasure – offering tournaments for seasoned players and lessons for those learning the game; and

WHEREAS, parks and recreation programs strengthen our community's health and well-being and contribute to Hondo's economic vitality by attracting new residents and welcoming visitors from near and far;

NOW, THEREFORE, BE IT RESOLVED that I, John McAnelly Jr., Mayor of the City of Hondo, TX, with support of full city council, do hereby proclaim July 2025 as Parks and Recreation Month in Hondo and ask our citizens as the opportunity arises to grant appreciation to all of the City's hard working parks and recreation staff members.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of Hondo, TX, on this 14th day of July, 2025.

ATTEST:

John McAnelly Jr., Mayor

Rebekah Dolphus, City Secretary



THIS IS GOD'S COUNTRY

City Council Communication

Title: CONSIDERATION AND APPROVAL OF RESOLUTION NO. 457-25 OF THE CITY COUNCIL OF THE CITY OF HONDO, TEXAS, EXPRESSING SUPPORT FOR ADVANCED AIR MOBILITY INITIATIVES AT THE SOUTH TEXAS REGIONAL AIRPORT. (RYAN ELDER, DIRECTOR OF AVIATION)

Date: July 14, 2025

From: Ryan Elder, Director of Aviation

INFORMATION:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

1. 457-25

STAFF CONTACTS:

RESOLUTION NO. 457-25

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HONDO,
TEXAS, EXPRESSING SUPPORT FOR ADVANCED AIR MOBILITY
INITIATIVES AT THE SOUTH TEXAS REGIONAL AIRPORT**

WHEREAS, the City of Hondo, Texas (“City”) is a home-rule municipality and is the owner and sponsor of the South Texas Regional Airport at Hondo, located in Hondo, Texas; and

WHEREAS, Advanced Air Mobility (AAM) represents a transformative aviation system utilizing advanced technologies, including electric vertical take-off and landing (eVTOL) aircraft, to transport people and goods efficiently within and between urban and regional areas; and

WHEREAS, the Texas Department of Transportation (TxDOT) has established the Advanced Air Mobility Advisory Committee to explore the integration of AAM into the state's transportation framework, recognizing its potential to enhance connectivity with current air services, economic growth, and emergency response capabilities; and

WHEREAS, the South Texas Regional Airport, located in Hondo, Texas, is a vital general aviation facility featuring three active runways, and an abundant amount of available land positioning it as a strategic hub for AAM operations; and

WHEREAS, the continued growth of the region has led to increased congestion and delays on roadways, creating a greater demand for AAM services as a more efficient and attractive transportation alternative.

WHEREAS, the City of Hondo and the Hondo Economic Development Corporation have demonstrated a commitment to aviation advancement through investments in infrastructure and strategic planning, fostering an environment conducive to AAM development; and

WHEREAS, the integration of AAM at the South Texas Regional Airport aligns with the city's goals to promote innovation, attract investment, and enhance transportation options for residents and businesses to access Air Services 50 miles away and beyond.

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

SECTION 1. Support for AAM Initiatives: The City of Hondo expresses its strong support for the development and implementation of Advanced Air Mobility initiatives at the South Texas Regional Airport to include, but not limited to, development and feasibility studies.

SECTION 2. Collaboration with Stakeholders: The City commits to collaborating with TxDOT, the Federal Aviation Administration (FAA), industry partners, and other relevant stakeholders to facilitate the integration of AAM technologies and infrastructure.

SECTION 3. Infrastructure Development: The City will explore opportunities to develop necessary infrastructure, such as vertiports and charging stations, to support AAM operations, ensuring compliance with safety and regulatory standards.

SECTION 4. Community Engagement: The City will engage with the community to educate and inform residents about AAM technologies, addressing concerns and highlighting benefits related to mobility, economic development, and environmental sustainability.

SECTION 5. Advocacy for Funding and Policy Support: The City will advocate for state and federal funding opportunities and supportive policies that facilitate the growth and integration of AAM within the region.

SECTION 6. OPEN MEETINGS. That it is hereby officially found and determined that the meeting at which this Resolution s 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 7. EFFECTIVE DATE. This resolution shall be in effective immediately upon passage and remain in effect until repealed or superseded by another resolution.

PASSED and APPROVED this, the 14th day of July, 2025.

By: _____
JOHN MCANELLY, MAYOR

ATTEST:

REBEKAH DOLPHUS, CITY SECRETARY



City Council Communication

Title: CONSIDERATION AND APPROVAL OF RESOLUTION NO. 458-25 OF THE CITY COUNCIL OF THE CITY OF HONDO, TEXAS, AUTHORIZING THE ACCEPTANCE OF A FEDERAL AVIATION ADMINISTRATION (FAA) DEED OF RELEASE OF OBLIGATION FOR APPROXIMATELY 100.763 ACRES OF AIRPORT PROPERTY LOCATED AT THE SOUTH TEXAS REGIONAL AIRPORT AT HONDO; AUTHORIZING THE MAYOR TO EXECUTE ALL NECESSARY DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE. (RYAN ELDER, DIRECTOR OF AVIATION)

Date: July 14, 2025

From: Ryan Elder, Director of Aviation

INFORMATION:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

1. 458-25

STAFF CONTACTS:

RESOLUTION NO. 458-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HONDO, TEXAS, AUTHORIZING THE ACCEPTANCE OF A FEDERAL AVIATION ADMINISTRATION (FAA) DEED OF RELEASE OF OBLIGATION FOR APPROXIMATELY 100.763 ACRES OF AIRPORT PROPERTY LOCATED AT THE SOUTH TEXAS REGIONAL AIRPORT AT HONDO; AUTHORIZING THE MAYOR TO EXECUTE ALL NECESSARY DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Hondo, Texas (“City”) is a home-rule municipality and is the owner and sponsor of the South Texas Regional Airport at Hondo, located in Hondo, Texas; and

WHEREAS, the subject parcel, approximately 100.763 acres, is part of airport property that has been subject to federal obligations under previous FAA agreements; and

WHEREAS, the City of Hondo has requested a release of said obligations from the Federal Aviation Administration (FAA) to allow the use, lease, or conveyance of the property for non-aeronautical purposes, in accordance with federal law and airport compliance regulations; and

WHEREAS, the FAA has reviewed the City’s request and has agreed to release the 100.763-acre parcel from federal obligation, subject to the terms of a Deed of Release; and

WHEREAS, the City Council of the City of Hondo finds that acceptance of the FAA Deed of Release is in the best interest of the City and its citizens and will promote responsible land use and economic development consistent with the goals of the South Texas Regional Airport Master Plan.

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

SECTION 1. The City Council hereby accepts the Deed of Release of Obligation issued by the Federal Aviation Administration for approximately 100.763 acres of airport property located at the South Texas Regional Airport at Hondo, a copy of which is attached as **Exhibit “A”** and incorporated herein for all purposes.

SECTION 2. The Mayor is hereby authorized to execute any and all documents necessary to effectuate the acceptance of the FAA Deed of Release and to carry out the intent of this Resolution.

SECTION 3. PUBLIC PURPOSE. The City Council declares that the Resolution is in the public interest and is necessary for the good government, peace, and order of the municipality.

SECTION 4. INCORPORATION OF RECITALS. The City Council finds the recitals contained in the preamble to this Resolution are true and correct and incorporates them as findings of fact.

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

SECTION 6. EFFECTIVE DATE. This resolution shall be in effective immediately upon passage and remain in effect until repealed or superseded by another resolution.

PASSED and APPROVED this, the 14th day of July, 2025.

By: _____
JOHN MCANELLY, MAYOR

ATTEST:

REBEKAH DOLPHUS, CITY SECRETARY

EXHIBIT "A" DEED OF RELEASE

DEED OF RELEASE

This instrument, a Deed of Release, made by the United States of America, acting by and through the Director, Airports Division, Southwest Region, Federal Aviation Administration ("FAA"), Department of Transportation, under and pursuant to the powers and authority contained in 49 U.S.C. §47125, as amended by Pub. L. 112-95, Title VIII, §817, Feb 14, 2012, 126 Stat. 127, as amended by Pub. L. 115-254, Div. B, Title I, §141, Oct 5, 2018, 132 Stat. 3211, to the City of Hondo, a body politic under the laws of the State of Texas (the "City").

W I T N E S S E T H:

WHEREAS, the United States, acting by and through the Director, General Services Administrator, did through a Deed Without Warranty (Indenture) dated July 16, 1948, pursuant to Reorganization Plan One of 1947, and the authority contained in the provisions Surplus Property Act of 1944, as amended, and applicable rules, regulations and orders promulgated thereunder, party of the first part Grantor and the City of Hondo, Medina County, Texas approved and adopted on July 19, 1948, which is recorded in Conveyance Book 144, at Pages 73 to 83, reference being made to said Indenture the same as if fully set out herein, certain lands comprising 3,666.50 acres more or less, located and situated in the County of Medina, State of Texas, and lands constituting the airport known as South Texas Regional Airport at Hondo.

WHEREAS, under the stated indenture, the City of Hondo for itself, its successors and assigns, assumed certain obligations and agreed to certain conditions, reservations and restrictions, all as more particularly set forth in said indenture.

WHEREAS, the Federal government has provided funding for airport improvements at South Texas Regional Airport at Hondo, Texas, which is identified on the FAA approved Airport Layout Plan (ALP), dated January 4, 2019.

WHEREAS, all Airport property identified on the FAA approved ALP is subject to the terms, and conditions of the Airport Improvement Program (AIP) Grant Agreements, (the "AIP Grant Agreements").

WHEREAS, the City acquired 3,666.50 acres of land by the indenture dated July 16, 1948 with federal participation under 49 U.S.C. § 47107, for airport purposes and included it on the ALP as property obligated under AIP Grant Agreements.

WHEREAS, the City seeks to release 100.763 acres of said Airport property described below clear of the restrictive indenture covenants, restrictions and right in the indenture and AIP Grant Agreements and obligations currently imposed on the airport property in order to make airport improvements at the Airport.

WHEREAS, the City now seeks a release of the covenants, conditions, restrictions, and obligations of the July 16, 1948, indenture and any other federal obligations associated with AIP Grant Agreements and requirements for the 100.763 acres currently within the property limits of South Texas Regional Airport at Hondo.

WHEREAS, the said 100.763 acres of land to be released is identified as:

100.763 acres of airport land located on the South Texas Regional Airport at Hondo, Medina County, Texas comprising of land which are more specifically described, and referred to therein as "100.763 acres", (sometimes referred to herein collectively as the "Land to be released", being 59.788 acres out of Survey No. 122, Abstract No. 716, Michael Naguelin, original Grantee, and 40.975 acres out of Survey No 123, Abstract No. 715, Michael Naguelin, original Grantee, being a portion of that certain 3517.90 acres of land, more or less, described in a Deed without Warranty (Indenture) to the City of Hondo from

the United States of America, dated July 16, 1948, as recorded in Volume 144 on page 73 of the Deed of Records of Medina County, Texas, and being more particularly described by a survey with metes and bounds as follows:

Beginning at a 5/8" iron pin set at the point of intersection of the North R.O.W. line of the Southern Pacific Railroad (now Union Pacific Railroad) and the East line of Zerr Lane (CR 424) for the upper Southwest corner of said City of Hondo airport property and the southwest corner of this survey; thence, along the East line of Zerr Lane (CR 424), N 00-04-44W 1635.47 feet to a 5/8" iron pin set for the Northwest corner of this survey; thence, S 89-45-36 E 3096.44 feet to 5/8" iron pin set in a curve to the left on the Northwest line of that certain 119.639 acres of land described in a Deed to Holland and Lee Properties, LLC from the City of Hondo, dated August 15, 2011, as recorded in Volume 823 on Page 446 of the Official Public Records of Medina County, Texas, for the Northeast corner of this survey; thence, along the Northwest, West, and Southeast line of said 119.639 acres of land, the following courses:

Along the arc of said curve to the left having a radius of 654.11 feet, a central angle of 49°20'59", a tangent of 300.51 feet, and a chord which bears S 17-46-01 W 546.14 feet, a distance of 563.39 feet to a 5/8" iron pin set for the point-of-tangency of said curve;

S 06-54-29 E 110.92 feet to a 5/8" iron pin set for the point-of-curvature of a curve to the left;

Along the arc of said curve to the left having a radius of 654.11 feet, a central angle of 75° 18' 04", a tangent of 504.65 feet, and a chord which bears S 44-33-31 E 799.11 feet, a distance of 859.66 feet to a 5/8" iron pin set on the North R.O.W. line of said Union Pacific Railroad and the westernmost South line of said City of Hondo airport property for the Southwest corner of said 119.639 acres of land and the East corner of this survey;

Thence, along the North R.O.W. line of said Union Pacific railroad and the South line of said Hondo airport property, S 83-06-48W 3526.99 feet to the point of beginning.

WHEREAS, the Land to be released will be sold for no less than \$1,070,000 and all revenue from said sale of land will be deposited in the airport fund to be used for airport operations and maintenance in accordance with the FAA Revenue Use Policy. The benefit to civil aviation, as described in the application, states revenue gained is to be utilized for airport improvements identified on the Airport's current Capital Improvement Plan.

WHEREAS, the Director of the FAA Airports Division, Southwest Region, has determined that releasing the 100.763 acres can be granted without materially and adversely affecting the development, improvement, operation, or maintenance of the Airport, provided that the City complies with certain conditions set forth below.

WHEREAS, the undersigned has authority to execute this Deed of Release on behalf of the United States of America.

NOW, THEREFORE, in consideration of the above-expressed recitals, the United States of America, upon City of Hondo's execution of this Deed of Release, hereby agrees as follows:

Reservations and Covenants

- a) The City, as "Grantor" of any deed or deeds conveying title to the 100.763 acres, agrees to include the following provisions in each deed to the "Grantee" under the deed or deeds:

- i. Grantor (City of Hondo) reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or view of the Grantee, and without interference or hindrance.
- ii. Grantor reserves unto itself, its successors and assigns for the use and benefit of the public a right of flight for the passage of aircraft in the airspace above the surface of the 100.763 acres described hereinabove, together with the right to cause said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace for landing on, taking off from, or operating on the South Texas Regional Airport at Hondo.
- iii. Grantee agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event any future structure or building is planned for the 100.763 acres, or in the event of any planned modification or alteration of any present or future building or structure situated on the 100.763 acres; and
- iv. Grantee expressly agrees for itself, its successors and assigns to prevent any use of the 100.763 acres described hereinabove which would interfere with landing or the taking off of aircraft at the South Texas Regional Airport at Hondo, or which would otherwise constitute an airport hazard.
- v. The aforesaid covenants and restrictions shall run with the 100.763 acres, for the benefit of the Grantor and its successors and assigns in the ownership and operation of the South Texas Regional Airport at Hondo.

Release

The United States hereby releases the 100.763 acres from the federal obligations and assurances imposed by the Grant Agreements and the indenture, including, but not limited to, the indenture's covenants and conditions.

By its acceptance of this Deed of Release, the City covenants and agrees for itself, its successors and assigns, to comply with and observe all of the conditions and limitations hereof.

IN WITNESS WHEREOF the United States of America has caused this Deed of Release to be executed this 12 day of May, 2025.

UNITED STATES OF AMERICA

By 
Cameron Bryan
Deputy Director, Airports Division
Southwest Region
Federal Aviation Administration
Department of Transportation

ACCEPTED:

City of Hondo

By: _____

Title



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City Council Communication

Title: CONSIDERATION AND APPROVAL OF RESOLUTION NO. 459-25 OF THE CITY COUNCIL OF THE CITY OF HONDO, TEXAS, APPROVING THE ACCEPTANCE OF SPATZ WATER WELL PROJECT BY RL JONES, LP. (JEREMIAH SOCARRAS, WATER SUPERINTENDENT)

Date: July 14, 2025

From: Jeremiah Socarras

INFORMATION:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

1. 459-25 TWDB SPATZ PROJECT with dates

STAFF CONTACTS:

RESOLUTION NO. 459-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HONDO, TEXAS, APPROVING THE ACCEPTANCE OF SPATZ WATER WELL PROJECT BY RL JONES, LP.

WHEREAS, the City of Hondo, Texas, a home-rule municipality, possesses all powers not prohibited by state law, enabling it to enact ordinances, regulate local affairs, and manage its operations in the best interest of its residents, with authority defined by its Home Rule Charter, and subject to limitations set by state law; and

WHEREAS, the City Council approved to award the Spatz Water Well Project to RL Jones, LP on November 14th, 2023; and

WHEREAS, RL Jones, LP submitted their Final Waiver of Lien for the Spatz Water Well Project on March 2025; and

WHEREAS, the final site visit was conducted by the Texas Water Development Board May 2025; and

WHEREAS, all the closeout documentation was submitted to the Texas Water Development Board July 2025; and

WHEREAS, per contract conditions, the Texas Water Development Board requires for the Owner to accept the project by written resolution or other formal action.

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

SECTION 1. The City Council hereby approves the acceptance of the Spatz Water Well Project by RL Jones, LP.

SECTION 2. PUBLIC PURPOSE. The City Council declares that the Resolution is in the public interest and is necessary for the good government, peace, and order of the municipality.

SECTION 3. INCORPORATION OF RECITALS. The City Council finds the recitals contained in the preamble to this Resolution are true and correct and incorporates them as findings of fact.

SECTION 4. OPEN MEETINGS. That it is hereby officially found and determined that the meeting at which this Resolution s 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 5. EFFECTIVE DATE. This resolution shall be in effective immediately upon passage and remain in effect until repealed or superseded by another resolution.

PASSED and APPROVED this, the 14th day of July, 2025.

By: _____
JOHN MCANELLY, MAYOR

ATTEST:

REBEKAH DOLPHUS, CITY SECRETARY



City Council Communication

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

Date: July 14, 2025

From:

INFORMATION:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

1. Mayor appointments

STAFF CONTACTS:



To: Members of the Hondo City Council

From: Mayor John McAnelly Jr.

Date: July 14th, 2025

Re: Commission and Board Appointments

Several of the city's volunteer boards have the need for appointments and re-appointments. The appointment(s) are as follows:

1. Planning & Zoning Commission

I would recommend re-appointing Brendon Lowe for a 2nd two-year term.

2. Airport Advisory Board

I would recommend re-appointing Robert Richter for a 2nd two-year term.

3. Library Advisory Board

I would recommend appointing Susan Freeman for a two-year term.

I would recommend appointing Ashley Corral for a two-year term.



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City Council Communication

Title: DISCUSS AND CONSIDER ACTION ON AUTHORIZING THE CITY MANAGER TO ENTER INTO A LEASE AGREEMENT WITH EZ-GO AND THE HUNTINGTON NATIONAL BANK FOR GOLF CARTS AT THE HONDO GOLF COURSE. (JOHN NARON, CITY MANAGER)

Date: July 14, 2025

From: John Naron, City Manager

INFORMATION:

The payoff amount for the 25 carts we have is \$48,750. However, these carts are now four years old and still operate on original lead-acid batteries, which have a typical lifespan of 3 to 5 years. None of the batteries have been replaced. A full replacement set costs approximately \$1,400 to \$1,600 per cart—totaling around \$37,500 to replace all 150 batteries across the fleet (each cart requires 6 batteries). That brings the overall investment to more than \$86,000 for carts that are aging and may soon become obsolete. Additionally, as manufacturers transition to lithium-ion battery systems, sourcing replacement lead-acid batteries could become increasingly difficult.

Our existing carts are not compatible with lithium-ion batteries, so we would be locked into an outdated battery system. Even after purchasing the carts, we may still find ourselves needing to lease or purchase new ones in the near future.

The carts we are wanting to lease are refurbished carts from EZ GO whom we have leased from previously. New parts include seats and tires. 1 year warranty for parts and accessories. 4 year lease term. Lithium Ion Battery warranty is 8 years total...we would have 4 years of that. Batteries do not require maintenance. Parts credit of 40% off plus service fee.

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

1. City of Hondo, Texas HNB Lease Docs APP 30509 FINAL DOCS

STAFF CONTACTS:



AMENDMENT TO CONTRACT

Date: July 9, 2025

The "Contract": Lease Number 20000030509 Dated April 17, 2025
"Lessee"
City of Hondo, Texas, 1600 Avenue M, Hondo, Medina, TX, 78861-1756
"Lessor"
The Huntington National Bank, 11100 Wayzata Blvd Ste 700, Minnetonka, Hennepin, MN, 55305-5517

All capitalized terms used but not defined in this Amendment shall have the meanings set forth or referred to in the Contract.

Upon execution of this Amendment by Lessee and Lessor, the Contract is hereby amended as follows:

1. The second sentence of **Section 2**, which reads as follows, is hereby deleted.

Lessor may change the payment by not more than 10% in the event of price changes, changed order, etc.

2. **Section 5** of the Contract is hereby replaced in its entirety with the following:

GOVERNING LAW; VENUE OF LITIGATION: THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. VENUE FOR ANY LEGAL ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL LIE EXCLUSIVELY IN THE STATE COURTS LOCATED IN MEDINA COUNTY, TEXAS, OR, IF APPLICABLE, IN THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF TEXAS, SAN ANTONIO DIVISION. TO THE EXTEN PERMITTED BY LAW, LESSEE HEREBY WAIVES IT RIGHT TO A JURY TRIAL.

3. The first sentence of **Section 11** of the Contract is hereby replaced with the following:

To the extent permitted by law, Lessor is not responsible for any losses or injuries caused by the Equipment, and Lessee agrees to indemnify Lessor with respect to all claims for losses imposed on, incurred by, or asserted against Lessor, including attorneys' fees and expenses, plus interest, where such claims in any way relate to the Equipment and are caused by the negligence of Lessee.

4. **Section 14** of the Contract is hereby amended by substituting the phrase below for the phrase preceding the enumerated provisions (which remain unchanged):

Any of the following constitute default, if not cured to Lessor's satisfaction within ten (10) days' notice to Lessee:

5. The second sentence of **Section 22** is hereby replaced with the following:

Any action against Lessor for any default, including breach of warranty or indemnity, must be started within two (2) years after the event which caused it.

Except as specifically amended herein, all of the terms and conditions of the Contract shall remain in full force and effect and are hereby ratified and affirmed.

This Amendment dated as of the date first set forth above shall not be effective until signed by Lessor.

Lessor The Huntington National Bank By: _____ Title: _____

Lessee City of Hondo, Texas By: _____ John Naron, City Manager



**TEXAS ADDENDUM
TO LEASE AGREEMENT (EQUIPMENT RENTAL) NO. 20000030509 Dated April 17, 2025**

LESSOR: **The Huntington National Bank**

LESSEE: **City of Hondo, Texas**

This Addendum is hereby incorporated in and is hereby made a part of the above-referenced Lease Agreement (Equipment Rental) No. 20000030509 (together with all Exhibits and Attachments and this Addendum, the "Lease"). Lessor and Lessee hereby agree that capitalized terms used herein and not otherwise defined herein shall have the terms assigned to such terms in the Lease and that the following changes and additions shall be made to the Lease:

- 1. Section 2** of the Lease is hereby amended by adding the following sentence at the end of that Section:

The maximum lease term does not exceed 25 years.

- 2. Section 16** of the Lease is hereby amended by adding the following sentence at the end of that Section:

Notwithstanding the foregoing, the Lease may be assigned by Lessor only in whole, not in part.

- 3. Section 19** of the Lease is hereby amended by adding the following sentence at the end of that Section:

Notwithstanding the foregoing, the decision whether or not to budget or appropriate funds for any is solely within the discretion of Lessee's then-current governing body.

Except as specifically set forth in this Addendum, all terms and conditions contained in the Lease will remain in full force and effect and are hereby ratified and confirmed.

Lessor: The Huntington National Bank

By: _____

Title: _____

Lessee: City of Hondo, Texas

By: _____

John Naron, City Manager

This "Lease": Lease Agreement Number 20000030509 Dated April 17, 2025	
"Lessee"	
City of Hondo, Texas, 1600 Avenue M, Hondo, Medina, TX, 78861-1756	
E-mail: jkindred@hondo-tx.org	
"Lessor"	
The Huntington National Bank, 11100 Wayzata Blvd, Ste 700, Minnetonka, MN, 55305	
E-mail: EFCustomerService@huntington.com	

Number of Rental Payments	Rental Payments	Advances
49	\$2,355.25 (Plus any applicable taxes.)	First: \$0.00 Last: \$0.00 Total: \$0.00

EQUIPMENT LOCATION & DESCRIPTION:

**703 Disoway Rd, Hondo, Medina, TX, 78861:
(25) Pre-Owned 2021 E-Z-GO RXV ELiTE together with all attachments and accessories thereto**

¹ The Rental Payments do not include "up-front" sales or use taxes that may be imposed and due at the inception of the Lease. See Section 2 for additional information and terms.

TERMS AND CONDITIONS --READ CAREFULLY BEFORE SIGNING

- RENTAL:** Lessor rents to Lessee and Lessee rents from Lessor the equipment, furniture, fixtures, machinery, inventory, goods and software, as such terms are defined under the Uniform Commercial Code ("UCC"), described above and in any schedule made a part hereof, together with all replacements, replacement parts, repairs, returns, substitutions, additions, accessories, and accessions incorporated therein or attached thereto (collectively, "Equipment"), upon the terms and conditions set forth herein. The parties intend this Lease to be governed by Article 2A of the UCC. Pursuant to Article 2A, Lessee is entitled to the promises and warranties, including those of any third party, provided to Lessor by the Equipment supplier. Lessee may contact the Equipment supplier and receive an accurate and complete statement of the promises and warranties, including any disclaimers and limitations of them or of remedies.
- PAYMENTS:** Other than as set forth in a rider hereto, rental payments are due monthly, beginning the date designated by Lessor and continuing on the same day of each month thereafter for the number of payments shown above. Lessor may change the payment by not more than 10% in the event of price changes, changed order, etc. Security deposit is refundable upon expiration of this Lease provided all terms and conditions of this Lease have been fulfilled. Security deposit and payments may be commingled and do not earn interest. Lessee may from time to time make telephonic requests for, and Lessee hereby authorizes, Lessor or its agents to make and draw checks or drafts on a checking account to be designated by Lessee, payable to Lessor or order, to pay rent and other amounts due hereunder, plus Lessor's standard per item fee for making and drawing such check or draft not to exceed the maximum amount permitted by law. Lessor may rely on any such request made by a person it believes has authority to make such request on behalf of Lessee. Lessee acknowledges that the Rental Payments do not include any "up-front" sales or use taxes (due at Lease inception) that Lessee elects to finance in conjunction with other financing under this Lease ("Financed Taxes"). If applicable, Lessor will adjust the Rental Payment amount to include the Financed Taxes (inclusive of any applicable fees), and such adjustment will be calculated by amortizing the Financed Taxes over the term of the Lease using the same rate provided in this Section 2 (or as reasonably determined by Lessor). Lessee acknowledges and agrees that any adjustment to the Rental Payments made by Lessor pursuant to this Section 2 shall be due and paid by Lessee in accordance with this Lease, whether made with or without a written amendment, and, Lessee will promptly sign an amendment if so used.
- EQUIPMENT ACCEPTANCE:** Lessee shall have accepted the Equipment for purposes of this Lease upon, at Lessor's option, either: (a) Lessee's verbal verification to Lessor that the Equipment has been delivered and is acceptable; or (b) Lessee's delivery of a signed delivery and acceptance certificate to Lessor. Lessee represents that any agent of Lessee who verifies delivery and acceptance of the Equipment, either verbally or in writing, has actual authority to do so. Upon Lessor's acceptance of this Lease, THIS LEASE SHALL BE NON-CANCELABLE, and Lessee's obligations hereunder shall not abate for any reason.
- DISCLAIMER OF WARRANTIES:** THE EQUIPMENT IS BEING RENTED IN "AS IS" CONDITION. LESSEE AGREES THAT LESSOR IS NOT THE MANUFACTURER OR SUPPLIER OF THE EQUIPMENT. LESSEE HAS SELECTED THE EQUIPMENT BASED UPON ITS OWN JUDGMENT AND ACKNOWLEDGES THAT LESSOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATION OR WARRANTY OF ANY KIND, DIRECT OR INDIRECT, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, DESIGN, OPERATION OR CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, FITNESS FOR USE FOR ANY PARTICULAR PURPOSE, OR OTHERWISE. No broker, equipment supplier, or other person (other than an employee of Lessor) is an agent of Lessor.
- GOVERNING LAW; VENUE OF LITIGATION:** THIS LEASE, AND ALL MATTERS ARISING FROM THIS LEASE, INCLUDING ALL INTEREST AND FINANCE CHARGES HEREUNDER, SHALL IN ALL RESPECTS BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH FEDERAL LAW AND, TO THE EXTENT NOT PREEMPTED BY FEDERAL LAW, BUT THE LAWS OF THE STATE OF LESSEE'S ORGANIZATION (EXCLUDING CONFLICTS LAWS). TO THE EXENT PERMITTED BY LAW, LESSEE HEREBY WAIVES ITS RIGHT TO A JURY TRIAL. LESSOR OR ITS ASSIGNEE AT ITS SOLE DISCRETION MAY ENFORCE THIS LEASE IN ANY STATE OR FEDERAL COURT HAVING LAWFUL JURISDICTION THEREOF.

6. **SECURITY AGREEMENT:** In the event this Lease is determined to be governed by Article 9 of the UCC, Lessee hereby grants Lessor a security interest in all Equipment financed by or rented from Lessor, of any kind or nature whatsoever, wherever located, whether now owned or hereafter acquired, and all returns, reposessions, substitutions, replacement parts, accessories, and accessions thereto and thereof, and all proceeds thereof, to secure all present and future obligations of Lessee to Lessor, of every type and description and howsoever evidenced. This Lease shall be construed so that interest, the applicable interest rate and other charges shall not exceed that allowed by applicable law, and any payment that otherwise would be deemed unlawful will be applied first to prepay principal and then refunded to Lessee.
7. **APPOINTMENT OF ATTORNEY IN FACT:** Lessee authorizes Lessor, its successors and assigns to cause this Lease, or any other document(s) showing the interest of Lessor, including but not limited to UCC financing statements, to be authenticated and filed or recorded. In addition, Lessee appoints Lessor, its successors and assigns, as Lessee's attorney-in-fact (1) to arrange for property damage coverage under a policy of insurance and to transmit Lessee's premium payments to the insurer on behalf of Lessee, (2) to deal with and to direct any insurer as to any matter concerning the claim for, disposition of, and/or application of proceeds from any policy of insurance, and (3) to receive payments and execute and endorse all documents, checks, drafts, or other instruments necessary or advisable to secure payments due under any policy of insurance. Lessee authorizes Lessor to make non-substantive changes hereto, including but not limited to Lessee's legal name. These appointments and authorizations shall be continuous. Nothing in this paragraph shall relieve Lessee of its duty to procure required insurance, to make timely insurance claims, and to otherwise cooperate with insurance carriers and Lessor in seeking insurance coverage and recoveries.
8. **UNCONDITIONAL OBLIGATION:** Lessee agrees to be unconditionally obligated to pay all payments and other amounts due hereunder no matter what happens, even if the Equipment is damaged or destroyed, if it is defective, if Lessee no longer can use it, or if the manufacturer or supplier ceases doing business or cannot service and/or support the Equipment, and irrespective of any set-off, counterclaim, defense, or other right which Lessee may have against Lessor or any other person.
9. **USE:** Lessee agrees that the Equipment will be used for business purposes only and such use shall be in compliance with all applicable laws. Lessee shall maintain the Equipment in good repair and working order at Lessee's sole expense.
10. **TAXES:** Lessee agrees to pay all taxes, fees, and governmental charges related to this Lease, which during the term of this Lease or at any time thereafter may be imposed. If Lessor pays any of the above for Lessee, Lessee agrees to reimburse Lessor on demand, plus interest. Lessor shall not be obligated to contest any valuation of or tax imposed on the Equipment or this Lease.
11. **INDEMNITY:** To the extent permitted by law, Lessor is not responsible for any losses or injuries caused by the Equipment, and Lessee agrees to indemnify Lessor with respect to all claims for losses imposed on, incurred by, or asserted against Lessor, including attorneys' fees and expenses plus interest, where such claims in any way relate to the Equipment, whether or not caused in whole or in part by the negligence of Lessee. Further, Lessee shall, if requested by Lessor, defend Lessor against any claims for losses or injuries caused by the Equipment, including but not limited to any claim arising out of strict liability in tort. This provision shall survive the cancellation, termination or expiration of this Lease.
12. **INSURANCE:** Lessee shall keep the Equipment insured against loss for not less than its replacement cost or such greater amount as may be prescribed by any applicable state law specifying minimum insurance requirements, and shall carry public liability insurance, both personal injury and property damage. Lessee shall name Lessor as an additional insured and as loss payee. If Lessee fails to procure insurance, Lessor may obtain same and pay the amount due thereon. Lessee shall reimburse Lessor upon demand and, if required by Lessor, shall pay interest on such sums due and owing at a rate of up to 18% per annum, but in no event more than the maximum rate permitted by law. With respect to any policy obtained by Lessor, Lessor may charge a monthly administrative fee. Any insurance proceeds received with respect to the Equipment will be applied, at the option of Lessor, to repair, restore, or replace the Equipment, or to pay Lessor the remaining balance and any other amounts payable hereunder.
13. **LATE CHARGES:** If Lessee is delinquent in paying any sum due, Lessee shall pay a charge to offset collection expenses on such delinquent payment of \$25.00 or an amount of up to ten percent (10%) of the payment amount that is past due, whichever is greater, but in no event more than allowed by applicable law. In addition, Lessor will impose a surcharge of up to \$30 or the maximum allowed under applicable law for any dishonored payment.
14. **DEFAULT:** Any of the following constitute default: (1) Lessee fails to pay any sum due Lessor; (2) Lessee fails to observe or perform any other term of this Lease; (3) Lessee encumbers or disposes of the Equipment without Lessor's written consent; (4) The filing by or against Lessee or any guarantor of Lessee's obligations to Lessor ("Guarantor") of a petition under the Bankruptcy Code or any other insolvency law; (5) The voluntary or involuntary commencement of any formal or informal proceeding for dissolution, liquidation, settlement of claims against or winding up of Lessee's or a Guarantor's affairs, or Lessee or a Guarantor, if applicable, ceases doing business of going concern; (6) Any representation or warranty made by Lessee or a Guarantor in connection herewith proves to have been materially misleading; (7) Lessee is in default under any other contract or agreement with Lessor; (8) any Guarantor repudiates or attempts to revoke any guaranty of Lessee's obligations to Lessor related to this Lease.
15. **REMEDIES:** Upon an occurrence of default, Lessor may exercise one or more of the following remedies: (1) Declare due, sue for, and receive from Lessee the sum of all payments and other amounts then due and owing in the current fiscal year under this Lease or any schedule hereto, (2) Require Lessee to return the Equipment at its own expense to any reasonable location Lessor designates; (3) Cancel or terminate this Lease or any other agreement between Lessee and Lessor; (4) Charge Lessee interest on all monies due hereunder from and after the date of default at the rate of 18% per annum, compounded monthly until paid in full, but in no event more than the maximum rate permitted by law; (5) Charge Lessee for any other amounts provided for in this Lease. In addition, Lessor may use any other remedies available to it under applicable law. These remedies will be applied, to the extent allowed by law, cumulatively. No delay in exercising any right or remedy shall operate as a waiver of any right or remedy or modify the terms of this Lease. A waiver of default shall not be construed as a waiver of any other or subsequent default. In addition to all of Lessor's other rights and remedies, Lessee agrees to pay Lessor all costs and expenses, including attorneys' fees, incurred by Lessor in exercising or attempting to exercise any of its rights or remedies. If appropriate in the circumstances, remedies will include those available under Article 9 of the UCC.
16. **ASSIGNMENT:** Lessee may not sublet, lend, assign, or pledge this Lease, the Equipment, or any interest in either, or permit any lien or security interest thereon. Any and all of Lessor's interest and rights in the Equipment and under this Lease may be assigned, pledged, or otherwise disposed of, without notice to Lessee. Each assignee shall be entitled to exercise all rights and remedies of Lessor with respect to any and all

obligations assigned to such assignee, and all references herein to "Lessor" shall include Lessor's assignee, except that said assignee shall not be chargeable with any obligations or liabilities of Lessor hereunder. Lessee will not assert against Lessor's assignee any defense, counterclaim or setoff on account of breach of warranty or otherwise in any action for payment or for possession brought by Lessor's assignee. Any assignment of this Lease by Lessee, whether or not permitted by Lessor, shall not release Lessee from its obligations hereunder.

- 17. RETURN OF EQUIPMENT:** At the end of the original term of this Lease, or if this Lease is terminated under Section 19, Lessee must return the Equipment at its own expense, to Lessor or to a third-party designated by Lessor, and as applicable, the following must be true: All safety equipment must be in place and meet applicable federal, state and other governmental standards; All covers and guards must be in place with no sheet metal, plastic or cowl damage; All parts, pieces, components and optional equipment must be present, installed and operational; All accessories shall be returned in proper order; All motors shall operate smoothly without overheating and shall have good bearings and bushings; All electronic controls shall operate per manufacturers' specifications; Controls which bypass normal operations shall be repaired at Lessee's expense; All electrical systems shall be able to provide electrical output as specified by the manufacturer; All batteries shall be in good, safe operating condition with no dead cells or cracked cases; Batteries shall hold a charge and provide adequate power to operate the Equipment; All Equipment shall have serviceable tires, with 50% remaining tread, retaining proper air pressure, and without repair patches; All oil and grease seals must contain lubrication in the manufacturer's designed reservoir; All Equipment must have a relatively clean appearance; All Equipment must be free from excessive wear necessitating major component repair or replacement caused by lack of recommended maintenance detailed in Equipment operation/maintenance manuals; All Equipment shall be free from structural damage or bent frames; Any usage or metering devices must not have been altered in any way; All Equipment attachments, if any, must be in good operating condition; All hydraulic cylinders must not be bent, nicked, gouged or leaking. If the Equipment is an electric golf car, then in addition to the above return provisions: (i) the golf car must be able to transport two (2) people and their golf clubs; (ii) all batteries and battery terminals must be clean, free of corrosion and have proper battery water levels; and (iii) each golf car must include operable battery chargers. Additionally, all Equipment must be able to complete the following tests: operate normally in forward and reverse directions through all its speed ranges or gears, steer normally right and left in both forward and reverse, have all functions and controls work in a normal manner, be able to stop with its service brakes in a safe distance in both forward and reverse, operate without leaking any fluids, perform its designed functions in a satisfactory manner, and all cutting units (if applicable) must be able to lower, turn on, run, raise and shut off as they are designed to do. If any Equipment is damaged or does not meet the standards set forth above for the return condition of such Equipment or if Lessee fails to discharge Lessee's obligations set forth under this Lease with regard to any Equipment, Lessee shall remit to Lessor, immediately upon demand, the Stipulated Loss Value of such Equipment. The "Stipulated Loss Value" for a particular piece of Equipment shall be an amount equal to: (i) the total of all monthly payments and other amounts, if any, due under the Lease with respect to such Equipment as of the date of payment of the Stipulated Loss Value, plus (ii) all rent not yet due for the Equipment for the remaining term of this Lease, discounted from their respective due dates at the rate of 3% per annum, plus (iii) the Equipment's "Anticipated Residual Value" as determined by Lessor's books as of the date of this Lease. ##CS_FLD_GolfReturnProvisions## Failure to do so, and at Lessor's sole discretion, is a default under this Lease, and in all cases will result in automatic conversion of this Lease to a month-to-month rental agreement on the same terms. Conversion to a month-to-month rental agreement shall not operate to waive any of Lessor's rights herein.
- 18. REPRESENTATIONS AND WARRANTIES:** Lessee represents and warrants to Lessor that as of the date hereof, and throughout the term of the Lease: (a) Lessee is a political subdivision of the state or commonwealth in which it is located and is organized and existing under the constitution and laws of such state or commonwealth; (b) Lessee has complied, and will comply, fully with all applicable laws, rules, ordinances, and regulations governing open meetings, public bidding and appropriations required in connection with the Lease, the performance of its obligations under the Lease and the acquisition and use of the Equipment; (c) the person(s) signing the Lease and any other documents required to be delivered in connection with the Lease (collectively, the "Documents") have the authority to do so, are acting with the full authorization of Lessee's governing body, and hold the offices indicated below their signatures, each of which are genuine; (d) the Documents are and will remain valid, legal and binding Leases, and are and will remain enforceable against Lessee in accordance with their terms; and (e) the Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of its authority and will be used during the term of the Lease only by Lessee and only to perform such function. Lessee further represents and warrants to Lessor that, as of the date each item of Equipment becomes subject to the Lease and any applicable schedule, it has funds available to pay all Lease payments payable thereunder until the end of Lessee's then current fiscal year, and, in this regard and upon Lessor's request, Lessee shall deliver in a form acceptable to Lessor a resolution enacted by Lessee's governing body, authorizing the appropriation of funds for the payment of Lessee's obligations under the Lease during Lessee's then current fiscal year.
- 19. TERMINATION FOR GOVERNMENTAL NON-APPROPRIATIONS:** To the extent permitted by applicable law, Lessee agrees to take all necessary and timely action during the Lease term to obtain and maintain funds appropriations sufficient to satisfy its payment obligations under the Lease (the "Obligations"), including, without limitation, providing for the Obligations in each budget submitted to obtain applicable appropriations, causing approval of such budget, and exhausting all available reviews and appeals if an appropriation sufficient to satisfy the Obligations is not made. Notwithstanding anything to the contrary provided in the Lease, if Lessee does not appropriate funds sufficient to make all payments due during any fiscal year under the Lease and Lessee does not otherwise have funds available to lawfully pay the Lease payments (a "Non-Appropriation Event"), and provided Lessee is not in default of any of Lessee's obligations under this Lease as of the effective date of such termination, Lessee may terminate this Lease effective as of the end of Lessee's last funded fiscal year ("Termination Date") without liability for future payments or the early termination charge under this Lease, if any, by giving at least 60 days' prior written notice of termination ("Termination Notice") to Lessor. If Lessee terminates the Lease prior to the expiration of the end of the original term of this Lease as permitted under the terms of this Lease or as set forth herein or in any schedule, Lessee shall (i) on or before the Termination Date, return the Equipment subject to the terminated Lease in accordance with the return requirements set forth in this Lease, (ii) provide in the Termination Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (iii) deliver to Lessor, upon request by Lessor, an opinion of Lessee's counsel (addressed to Lessor) verifying that the Non-Appropriation Event as set forth in the Termination Notice has occurred, and (iv) pay Lessor all sums payable to Lessor under this Lease up to and including the Termination Date. Lessee acknowledges and agrees that, in the event of the termination of this Lease and the return of the Equipment as provided for herein, Lessee shall have no interest whatsoever in the

Equipment or proceeds thereof and Lessor shall be entitled to retain for its own account the proceeds resulting from any disposition or re-leasing of the Equipment along with any advance rentals, security deposits or other sums previously paid by Lessee pursuant to the terms of the Lease.

20. **DELIVERY OF CERTAIN DOCUMENTS AND RELATED REQUIREMENTS:** Lessee will execute or provide, as requested by Lessor, annual budget and financial information and such other documents and information, including an opinion of Lessee's counsel as to the validity and enforceability of this Lease, as are reasonably necessary with respect to the transaction contemplated by this Lease. If Lessee is a "Registered Organization" (as such term is defined in the UCC), then Lessee will: (i) upon request of Lessor, provide copies of its applicable registered organization documents; and (ii) not change its legal name or its chief executive office or state of organization, without, in each case, giving Lessor at least 30 days' prior written notice of any such event.
21. **EXCESS USAGE AND SUPPLEMENTAL RENTALS (APPLICABLE TO TURF CARE AND MAINTENANCE EQUIPMENT ONLY):** At the end of the original term of the Lease, Lessee shall remit to Lessor \$5.00 per hour on each piece of Equipment that has hourly use in excess of the maximum hours as indicated above. Lessee shall remit such amounts within ten (10) days of Lessor's written demand. The hours of use of a particular item of Equipment shall be determined by the hour meter attached to said Equipment, provided that such meter remains operable and accurate. If any such hour meter becomes inoperable or inaccurate, Lessee shall immediately repair or replace same, and shall immediately notify Lessor in writing of such event and of the correct hours of usage of such Equipment during the period of time the hour meter was inoperable or inaccurate. Lessee shall promptly furnish Lessor such information as Lessor may reasonably request from time to time in order to document the hours of usage of the Equipment. If this Lease terminates or is cancelled prior to the end of the original term of the Lease, then the Maximum Hours specified above shall be reduced pro rata based on the number of months remaining in the current year or original term of the Lease, as applicable.
22. **LESSEE WAIVERS:** To the extent permitted by law, Lessee waives all rights and remedies against Lessor provided by Article 2A or Article 9 of the UCC or other applicable law, including but not limited to any right which requires Lessor to sell, lease, or otherwise use any Equipment to reduce Lessor's damages or which may otherwise limit or modify any of Lessor's rights or remedies. Any action against Lessor for any default, including breach of warranty or indemnity, must be started within one (1) year after the event which caused it. Lessor will not be liable for specific performance of this Lease or for any losses, damages, delay, or failure to deliver the Equipment.
23. **GENERAL:** This Lease may, in Lessor's sole discretion, be delivered and/or reproduced by facsimile, optical scanning or other electronic means ("e-copy") and such e-copy or a printed version thereof shall be enforceable as an original and admissible as such in any court or other proceeding, provided that there shall be only one original of this Lease and it shall bear the original ink or electronic signature of Lessor and be marked "Original." Each party's electronic signature on this Lease shall be unconditionally valid and legally enforceable, and each party agrees not to contest the validity or enforceability of any electronic signature (or the authority of the electronic signer to sign). To the extent that this Lease constitutes chattel paper (as that term is defined by the Uniform Commercial Code), a security or ownership interest intended to be created through the transfer and possession of this Lease can be done only by the transfer of the "Original" bearing the original ink or electronic signature of Lessor; provided that, if the "Paper Out" process shall have occurred, or if there shall simultaneously exist both the "Paper Out" printed version and an electronic version of this Lease, then the "Paper Out" printed version of such document bearing the legend "Original" applied by Lessor shall constitute the sole chattel paper original and authoritative version. If Lessor permit Lessee to deliver this Lease or any related document to Lessor via facsimile or other electronic means, Lessee shall deliver to Lessor, promptly on request, such document bearing Lessee's electronic or "wet ink" signature; provided that neither delivery nor failure to deliver the document bearing Lessee's electronic or "wet ink" signature shall limit or modify the representations and agreements set forth above. This Lease shall inure to the benefit of and is binding upon the parties and their heirs, personal representatives, successors, and assigns. This Lease represents the entire agreement between the parties, superseding all prior or contemporaneous negotiations, discussions, understandings, or agreements pertaining to the subject matter hereof. This Lease shall not be modified without Lessor's written consent. If any provision of this Lease is deemed unenforceable, then such provision shall be deemed deleted and all other provisions of this Lease shall remain in full force and effect. Any written notice hereunder shall be deemed given when delivered personally, deposited with a nationally recognized overnight courier (with all fees pre-paid), delivered via facsimile or e-mail (with confirmation of transmission), or deposited in the United States mails, certified or registered mail, addressed to recipient at its address set forth above or such other address as may be substituted therefor by notice given pursuant to the terms hereof. Lessee hereby agrees that Lessor, including its vendors, service providers, partners, affiliates successors and assigns, may contact Lessee at any telephone number provided to Lessor, by placing voice telephone calls (including use of automatic telephone dialing systems or prerecorded voice messaging) or, in the case of wireless telephones or other wireless devices, by sending e-mail or automated (SMS) text messages. Lessee authorizes, and represents that all Lessee's principals have authorized, Lessor to obtain such credit bureau reports and make such other credit inquiries with respect to Lessee and such principals as Lessor deems appropriate throughout the term of this Lease. On written request, Lessor will identify any reporting agency used for such a report. Lessee agrees that Lessor may receive from and disclose to other persons, including credit reporting agencies and respective equipment vendors and suppliers, information about Lessee's accounts and credit experience. Lessee hereby authorizes any person to release to Lessor credit experience and account information relating to Lessee. Lessee shall execute and deliver to Lessor such other documents and provide such information, including information identifying the owners of Lessee and its affiliates and their respective ownership interests, as Lessor may reasonably deem necessary to comply with laws or regulations applicable to Lessor or Lessee, including laws and regulations requiring Lessor to obtain Lessee's certification of its beneficial owner(s) prior to making payment(s) to Lessee during or after the term of this Lease. Under federal law, Lessor must obtain, verify and record identifying information for each person opening an account. Lessor will ask for Lessee's name, address, date of birth and other identifying information. Lessor may also ask for Lessee's driver's license or other identifying documents. This Lease shall not be deemed terminated until Lessee has fulfilled all obligations herein. Time is of the essence for all purposes of this Lease.

ADDITIONAL TERMS AND CONDITIONS

Lessee acknowledges having read the terms and conditions printed above, and unconditionally agrees to same. Lessee requests that Lessor countersign this Lease and requests and hereby authorizes Lessor to pay the Equipment vendor/manufacture.

Lessor The Huntington National Bank By: _____ Title: _____

Lessee City of Hondo, Texas By: _____ John Naron, City Manager

THIS LEASE IS NOT BINDING UNTIL ACCEPTED BY LESSOR

OPINION OF COUNSEL

(To be on Attorney's Letterhead)

Date: July 10, 2025

Lessee: City of Hondo, Texas
1600 Avenue M
Hondo, TX 78861-1756

Lessor: The Huntington National Bank
11100 Wayzata Blvd Ste 700
Minnetonka, MN 55305-5517

Re: Contract 20000030509, dated as of April 17, 2025, by and between City of Hondo, Texas and Lessor

Ladies and Gentlemen:

I have acted as counsel to Lessee with respect to the contract described above (the "Lease") and various related matters, and in this capacity have reviewed a duplicate original or certified copy of the Lease and exhibit thereto. Based upon the examination of these and such other documents as I deem relevant, it is my opinion that:

1. Lessee is a public corporation and political subdivision of the State of TX (the "State") duly organized, existing and operating under the Constitution and laws of the State. The full, true and correct legal name of Lessee is _____.

2. The Uniform Commercial Code, as adopted in the State (the "UCC"), and no other statute of the State, governs the creation, perfection, priority or enforcement of a security interest created by Lessee.

3. Lessee is authorized and has power under State law to enter into the Lease, and to carry out its obligations thereunder and the transactions contemplated thereby.

4. The Lease and the other documents described above have been duly authorized, approved, executed and delivered by and on behalf of Lessee, and the Lease is a valid and binding contract of Lessee enforceable in accordance with its terms, except to the extent limited by State and Federal laws affecting remedies and by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights.

5. The authorization, approval, and execution of the lease, along with all other actions taken by the Lessee in connection with the transactions contemplated therein, have been performed in accordance with all applicable open meeting laws, public bidding laws, cooperative purchasing provisions under Texas law—including participation in the Sourcwell Cooperative Purchasing Program and all other applicable state and federal laws.

6. The execution of the Lease and the appropriation of moneys to pay the payments coming due under the Lease do not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.

7. There is no litigation, action, suit, or proceeding pending or before any court, administrative agency, arbitrator or governmental body, that challenges the organization or existence of Lessee; the authority of the organization or existence of Lessee; the authority of its officers; the proper authorization, approval and execution of the Lease and the other documents described above; the appropriation of monies to make Rental Payments under the Lease for the current fiscal year, or the ability of Lessee otherwise to perform its obligations under the Lease and the transactions contemplated thereby.

This opinion of counsel may be relied upon by Lessor and its successors and assigns.

Very truly yours,

RESOLUTION

LEASE NO. 20000030509

DATED AS OF April 17, 2025

A resolution authorizing the negotiation, execution, and delivery of Lease No. **20000030509** dated **April 17, 2025** (the "Lease"), between **City of Hondo, Texas, 1600 Avenue M, Hondo, Medina, TX, 78861-1756** and **The Huntington National Bank, 11100 Wayzata Blvd Ste 700, Minnetonka, Hennepin, MN, 55305-5517**; and prescribing other details in connection therewith.

WHEREAS, City of Hondo, Texas, (the "Lessee") is a political subdivision duly organized and existing pursuant to the Constitution and laws of the State of TX; and

WHEREAS, Lessee is duly authorized by applicable law to acquire such items of personal property as are needed to carry out its governmental functions and to acquire such personal property by entering into lease-purchase agreements; and

WHEREAS, Lessee is a member of the Sourcwell Cooperative Purchasing Program which allows municipalities to obtain good or services through vendors under contract awarded through solicited competitive bids; and

WHEREAS, Lessee obtained cost proposals for the lease of golf carts from E-Z-GO through the Sourcwell Cooperative Purchasing Program; and

WHEREAS, such cost proposals were obtained through a Sourcwell Contract No. 091024-JCS; and

WHEREAS, Lessee hereby finds and determines that the execution of a Lease for the purpose of leasing with the option to purchase the property designated and set forth in the Lease is appropriate and necessary to the function and operations of the Lessee; and

WHEREAS, The Huntington National Bank, (the "Lessor") shall act as Lessor under said Lease; and

WHEREAS, the Lease shall not constitute a general obligation indebtedness of the Lessee within the meaning of the Constitution and laws of the State;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF City of Hondo, Texas:

Section 1. The Lease, in substantially the form as presently before the governing body of the Lessee, is hereby approved, and the _____ of the Lessee, is hereby authorized to negotiate, enter into, execute, and deliver the Lease and related documents in substantially the form as presently before the governing body of the Lessee, with such changes therein as shall be approved by such officer, and which Lease will be available for public inspection at the offices of Lessee.

Section 2. The Lessee shall, and the officers, agents and employees of the Lessee are hereby authorized and directed to take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of the Lessee with respect to the Lease.

Section 3. The Lessee's obligations under the Lease shall be expressly subject to annual appropriation by Lessee; and such obligations under the Lease shall not constitute a general obligation of Lessee or indebtedness of Lessee within the meaning of the Constitution and laws of the State of TX.

Section 4. All other related contracts and agreements necessary and incidental to the Lease are hereby authorized, ratified and approved.

Section 5. This resolution shall take effect immediately upon its adoption and approval.

CERTIFIED AS TRUE AND CORRECT this ____ day of _____, 20____.

Signature of Clerk, Secretary or Assistant Secretary

Printed Name of Clerk, Secretary or Assistant Secretary



CERTIFICATE OF INCUMBENCY
LEASE NO. 20000030509
DATED AS OF April 17, 2025

I, _____, do hereby certify that I am the duly elected or appointed and acting Clerk/Secretary of City of Hondo, Texas (the "Lessee"), a political subdivision duly organized and existing under the laws of the State of TX, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names.

NAME	TITLE	SIGNATURE
_____	_____	_____
_____	_____	_____

IN WITNESS WHEREOF, I have duly executed this certificate this ____ day of _____, 20____.

Signed: _____

Title: _____

NOTE: The Clerk or Secretary of the Lessee should sign unless that person is also the signor of the documents in which case the President or some other Officer of the Lessee should execute this document.



ADDITIONAL INFORMATION REGARDING YOUR ACCOUNT AND THE EQUIPMENT

The "Contract": Lease Number 20000030509 dated April 17, 2025
"Lessee"
City of Hondo, Texas, 1600 Avenue M, Hondo, Medina, TX, 78861-1756
"Lessor"
The Huntington National Bank, 11100 Wayzata Blvd, Ste 700, Minnetonka, MN, 55305

Equipment Description and Location:

Description (including features)	Location
(25) 2021 E-Z-GO RXV ELITE, # together with all attachments and accessories thereto	703 Disoway Rd, Hondo, Medina, TX, 78861

***PLEASE COMPLETE ALL SECTIONS BELOW ***

Automated Clearing House ("ACH") Payments (check one box below):

- ☐ Previous contracts are on ACH, please continue ACH on this Contract.
- ☐ Do NOT setup this Contract on ACH (this option may be selected unless ACH is required by Lessor)
- ☐ Please setup ACH on this Contract (this option to be selected if you would like ACH to apply to this Contract or if Lessor requires ACH.)
If Lessor requires ACH, the box will automatically be checked.

Billing Address: 1600 Avenue M, Hondo, Medina, TX, 78861-1756

- ☐ If billing address is different than above, list the correct billing address: _____
- ☐ Billing Email Address: If Different, Enter Correct Email Address: _____
- ☐ For this contract only ☐ All contracts

Equipment Location and Vehicle Titling Location:

- ☐ The Equipment will be located at the Equipment Location(s) stated above or on Exhibit A; provided that if any Equipment is motor vehicles, such vehicles will be titled in the titling office for the Equipment Location stated above or on Exhibit A.
- ☐ The Equipment will be located at: _____
(If multiple locations, attach a list indicating by item of Equipment the City, State and County where such item will be located)
and the vehicles will be titled in: _____ (State) _____ (City) _____ (County)
(If multiple vehicles titled in multiple states, attach a list indicating by VIN the State, City and County each vehicle will be titled)

Tax Status (LEASE TRANSACTIONS ONLY):

1. Sales/Use Tax: (check one)

- ☐ Subject to Sales and Use Tax. (Tax will be based on the state where the Equipment/Vehicle is located).
- ☐ Exempt from sales and use tax, for the following reason: _____
- ☐ Exemption Certificate Attached
- ☐ Valid Exemption Certificate already on file with Lessor.

If you are exempt from sales tax, you MUST provide exemption certificate or you will automatically be charged sales tax

2. Heavy Vehicle Use Tax: Some vehicles are liable for Heavy Vehicle Use Tax, filed on Federal Form 2290. Lessor does not file this return. If you determine the vehicle(s) is liable for this tax, you should include it on your own Form 2290. Failure to report a taxable vehicle may prevent you from obtaining licenses or tabs.

Personal Property Tax: If the Equipment is located in a state or locality that requires reporting of the Equipment on a personal property tax return, Lessor will report the Equipment on its own return and bill you for taxes due.

Acknowledged by:

Lessee City of Hondo, Texas

By: _____

John Naron, City Manager



DELIVERY AND ACCEPTANCE CERTIFICATE

The "Lease": Equipment Lease Number 20000030509 Dated April 17, 2025
"Lessee"
City of Hondo, Texas, 1600 Avenue M, Hondo, Medina, TX, 78861-1756
"Lessor"
The Huntington National Bank, 11100 Wayzata Blvd, Ste 700, Minnetonka, MN, 55305

This Certificate relates to the Equipment (the "Equipment") that is described in the Lease.

Pursuant to the Lease, Lessee acknowledges that Lessor has acquired the Equipment in connection with the Lease and Lessee has either received a copy of the purchase agreement with the vendor of the Equipment on or before signing the Lease or has approved such purchase. Lessee hereby represents, warrants and certifies that (i) all of the Equipment has been delivered to Lessee at the Equipment Location set forth in the Lease and has been installed, tested and inspected by Lessee or duly authorized representatives of Lessee, (ii) the Equipment Description set forth in the Lease is complete and correct, (iii) the Equipment is exactly what Lessee ordered, is in good working order, is satisfactory in all respects and has been accepted by Lessee under the Lease as of the Acceptance Date set forth below, and (iv) there has been no adverse change in the business or financial condition of Lessee or any guarantor of the Lease since the day the most recent financial statement of Lessee or any guarantor was submitted to Lessor. If Lessee has made a deposit to the Equipment vendor(s), by signing this Certificate, Lessee hereby transfers all of Lessee's right, title and interest in and to the Equipment to Lessor, except to the extent set forth in the Lease, whether or not the Lessee has been reimbursed for the deposit(s).

IMPORTANT: LESSEE SHOULD SIGN THIS CERTIFICATE ONLY AFTER LESSEE HAS RECEIVED AND IS COMPLETELY SATISFIED WITH THE EQUIPMENT. BY SIGNING THIS CERTIFICATE, LESSEE (1) IS IRREVOCABLY ACCEPTING THE EQUIPMENT, (2) BECOMES ABSOLUTELY AND IRREVOCABLY OBLIGATED TO LESSOR UNDER THE LEASE, AND (3) MAY NOT THEREAFTER REJECT THE EQUIPMENT, CANCEL OR TERMINATE THE LEASE OR DENY ANY STATEMENT MADE IN THIS CERTIFICATE, FOR ANY REASON WHATSOEVER.

Acceptance Date: _____

Lessee City of Hondo, Texas

By: _____

John Naron, City Manager



THIS IS GOD'S COUNTRY

City Council Communication

***Title:* PRESENT, DISCUSS, AND CONSIDER ACTION ON HONDO DOWNTOWN BUSINESS ASSOCIATION REQUEST FOR 2026 HOTEL OCCUPANCY TAX FUNDS. (LANDON MORIN, VICE PRESIDENT HONDO DOWNTOWN BUSINESS ASSOCIATION)**

Date: July 14, 2025

From:

INFORMATION:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

1. Hondo Downtown Business Association Budget Presentation

STAFF CONTACTS:

HONDO DOWNTOWN BUSINESS ASSOCIATION

Agenda

Introduction of the Hondo Downtown
Business Association

Purpose of the Association

Request for Funding

Introduction of the HDBA

Hondo Downtown Business Association is a nonprofit 501(c)6 organization. Filed on May 7, 2025 through the Office of the Secretary of State, File #806027641.

Tax exempt entity under the U.S. Internal Revenue code.

Primarily designed to promote the common business interests of its members.

Eligible members must own a business or real estate within the City of Hondo Central Business District map.

Our Purpose

- Promote Tourism
- Revitalize Downtown
- Coordinate Events & Promotions
- Advocate for Business Owners' Interests
- Address Cleanliness, Safety, & Beautification

Purpose of the HDBA

Promote Tourism

- Create a destination experience that appeals to locals and visitors alike
- Create events biannually to raise charitable and operating funds (i.e., Oktoberfest 2025 charity: Meals on Wheels)
- Community wide partnerships w/ EDC, Hondo Chamber of Commerce and City of Hondo
- Digital Marketing to promote downtown businesses and events

Purpose of the HDBA

Revitalize Downtown

- Work and partner with Hondo Economic Development Corporation
- Work with the City of Hondo on urban design ideas
- Engage with the community
- Collaborate with public and private entities for funding

Purpose of the HDBA

Advocate for Downtown Business Owners' Interests

- Address downtown cleanliness, safety and beautification
- Work with city and county officials to address concerns related to code enforcement, city ordinances and flood zone designations

2025

Start Up Cost

- Attorney & filing fees \$1500
- Website & logo design \$4600
- Social Media i.e., Facebook, Instagram set up \$2900
- Texas Downtown Membership \$300
- Squarespace Website \$200

Funding Request

Request for \$9,500 from the Hotel Occupancy Tax funds to pay for the initial cost to create the Hondo Downtown Business Association.

2026

Budget

- Monthly social media costs \$1500
- Web and print design and social graphics for events \$500 monthly
- Two major fund-raising events \$10,000 per year

Funding Request

Continued annual operating costs \$34,000. All monies received will be marketing, promoting tourism and costs associated with organizing events.

Funding Sources

- Membership Dues
- Sponsors
- City Support
- BIDS (Business Improvement District)

THANK YOU

Landon Morin

Vice President

Hondo Downtown Business Association



City Council Communication

Title: DISCUSS AND CONSIDER AUTHORIZING THE CITY MANAGER TO EXECUTE LEASE AGREEMENT(S) FOR A TOTAL OF 362.021 ACRE-FEET PER ANNUM OF BASE IRRIGATION (BIG) EDWARDS AQUIFER WATER RIGHTS AT THE HONDO AIRPORT FOR CY 2025. (RYAN ELDER, DIRECTOR OF AVIATION)

Date: July 14, 2025

From: Ryan Elder, Director of Aviation

INFORMATION:

The Airport issued an advertisement for calendar year 2025 Base Irrigation Groundwater (BIG) Rights under RFB 25-005. The Airport retains 362.021 AF of BIG water rights that may be leased out to agricultural users under the EAA jurisdiction. We received two (2) responses to the advertisement.

FINANCIAL IMPACT:

Bid No. 1: Constanzo Farms, Inc - Requesting 150AF of rights @ \$100/AF = \$15,000

Bid No. 2: William Lamon - Requesting 362.021AF of rights @ \$76/AF = \$27,513.60

Accepting Both: Constanzo Farms - 150AF @\$100/AF = \$15,000, William Lamon - 212AF @ \$76/AF = \$16,112. Total Amount: \$31,112

STAFF RECOMMENDATION:

Staff recommends accepting both bids, but reducing William Lamon's request from 362.021AF to 212AF.

MOTION:

Motion to approve the City Manager to execute a lease with Constanzo Farms for 150AF of Airport BIG rights at a lease price of \$15,000 & execute a lease with William Lamon for 212AF of Airport BIG rights at a lease price of \$16,112.

ATTACHMENTS:

None

STAFF CONTACTS:

Ryan Elder, Director of Aviation



City Council Communication

***Title:* DISCUSS AND CONSIDER ACTION ON AN AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF HONDO AND HONDO ISD TO AUTHORIZE THE ASSIGNMENT OF TWO (2) ADDITIONAL SCHOOL RESOURCE OFFICERS (SROS) AT THE REQUEST OF HONDO ISD, AND TO UPDATE THE AGREEMENT TO REFLECT INCREASED COMPENSATION AND BENEFIT COSTS FOR ALL ASSIGNED SROS, INCLUDING DISCUSSION REGARDING THE FUNDING AND PROVISION OF NECESSARY EQUIPMENT AND PATROL VEHICLES TO SUPPORT THE ADDITIONAL OFFICERS. (JUSTIN SOZA, CHIEF OF POLICE)**

Date: July 14, 2025

From: Justin Soza

INFORMATION:

The Hondo Police Department has received a request from Hondo ISD to provide two additional School Resource Officers (SROs) in accordance with our current agreement of proportionate shared by Hondo I.S.D. and the City. To accommodate this expansion and ensure an SRO on every campus, the Hondo Police Department would transfer the department's Administrative Sergeant to serve as the SRO supervisor at one school. Additionally, a patrol officer has expressed interest in the 4th SRO position. This officer would be transferred at their request. The department would need to hire a new patrol officer to replace the officer transferring from patrol to SRO. The department would need to hire a non-sworn administrative assistant, to handle case submission and administrative reports currently handled by the administrative sergeant. The administrative sergeants' responsibilities as Animal Control Supervisor will be reassigned to another supervisor within the department.

By stationing an SRO on each campus, we will minimize the need for officers to leave their primary assignments to cover secondary campuses, thereby enhancing response efficiency. Additionally, we will establish a Community Engagement Team within the SRO division to develop year-round outreach opportunities; during the summer months, these officers will not only expand engagement initiatives but also serve as a backup resource for patrol operations.

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

Approve Hondo I.S.D.'s request to provide 2 additional SRO's.

MOTION:

ATTACHMENTS:

1. HONDO ISD AND CITY
2. DOCS1-#352368-v1-Hondo_Amendment_No_to_SRO_Agreement

STAFF CONTACTS:

Chief of Police

INTERLOCAL AGREEMENT

This Amended Interlocal Agreement ("Agreement") is executed by and between **Hondo Independent School District** ("District" also referred to as "District," a political subdivision and independent public school district in the State of Texas) and the **City of Hondo**, a home-rule municipality and political subdivision of the State of Texas ("City")(District and City hereinafter also referred to collectively as "Participating Political Subdivisions" and/or "governmental entities").

RECITALS

WHEREAS, City and District as participating Political Subdivisions are authorized by the Interlocal Cooperation Act, Texas Government Code §791 (the "Act"), to enter into cooperative agreements among themselves, and with and among other political subdivisions of the State of Texas, for the purpose of fulfilling and implementing their respective public and governmental purposes, needs, objectives, and programs; and

WHEREAS, the services made the subject of this Agreement are a governmental function and the Participating Political Subdivisions desire to contract in a manner to require each entity to, respectively, provide the services and to make the payments set forth in this Agreement; and

WHEREAS, City and District have determined that this Agreement will result in improved services being provided more economically and efficiently and will increase public safety for the constituents of the District and the City;

NOW THEREFORE, City and District as Participating Political Subdivisions have agreed, and do hereby agree, as follows:

ARTICLE 1

SERVICES TO BE PROVIDED BY THE CITY

Section 1.01 Campus Security. The City agrees to assign police officer(s) to serve at any District campus determined by the Board of Trustees. Any such officer(s) shall be assigned by mutual Agreement between the Hondo Chief of Police and the Superintendent of District or designee. The assigned City of Hondo police officer(s) ("officer(s)") shall provide services during regular school hours on each and every day classes are in session. The officer's duties shall include traffic control services, law enforcement, and assisting school administration with security during regular school hours.

The City and the District acknowledge the importance of having the same officer(s) present at the district on a daily basis in order to promote continuity and familiarity with the district and students. The City and the District agree that any substitutions of personnel by the City shall be discussed and mutually agreed upon prior to such substitution being made. The City currently provides District with two (2) officers, this agreement would apply to those officers as well as any additional officers provided by the City to District unless amended as per Section 6.11.

The police officer(s) shall be physically present on the assigned school campus during regular school hours or during such hours as are mutually agreed upon by the Chief of Police and the campus Principal(s) but shall be directly supervised by the Chief of Police of the City. The duties, schedule and responsibilities of the assigned officer(s) on days when classes are not in session will be mutually agreed upon and determined by the Chief of Police of the City and the Superintendent or designee. The parties understand that the officer(s) may be required to carry out certain school district duties and responsibilities, which are not in conflict with the rules or policies of the City of Hondo Police Department. During periods of extended school holidays such as Winter Break, Summer Break, and Spring Break, the Officer(s) will be assigned duties within the City and will have their salary covered by the City. If an Officer(s) is out for vacation or sick leave, the City will provide a replacement officer if staffing levels at the Police Department allow and if there is not an officer available, those dates where a replacement officer is not available those dates will be deducted from the monthly invoice. If there is an extended period of time where the district is closed for circumstances not listed in the paragraph above, the parties agree that they will meet to discuss an agreed upon arrangement for payment as this is a contracted position.

At all times during the term of this Agreement, the police officer(s) provided by the City and assigned to the District shall be considered employees of the City and not employees of the District. The City of Hondo Police Department shall be responsible for maintaining accurate records of the dates of service, and any other information regarding the officer(s) assigned to the District that may be necessary in connection with the performance of this Agreement.

Unless agreed to in advance in particular situations, all officer(s) assigned to serve at any District campus shall dress in a uniform identifying him/her as a member of the City of Hondo Police Department and shall carry the usual and customary equipment such as sidearm, belt and holster, badge, and the like. At all times covered by this Agreement, all officer(s) assigned to serve at any District campus shall be licensed, full-time, regular-duty peace officer employed and properly trained by the City of Hondo, Texas.

All police officers assigned to the District must be certified peace officers for the State of Texas and meet all requirements set forth by Texas Commission on Law Enforcement (TCOLE) and the City.

Responsibility for the police officer(s)'s conduct, including any necessary discipline, shall remain with the City.

All officers' training is the responsibility of the City. All officers shall complete active shooter response training program **ALERTT (Advanced Enforcement Rapid Response Training)** approved by TCOLE biennial basis as well as all other required training by law. Firearms accident training shall be required for all officers assigned to the District. The City shall be responsible for funding all training and all costs related to said training. The City agrees to perform all obligations required to maintain all officers assigned to the District as commissioned peace officers with the City with full Texas peace officer status.

ARTICLE 2

RESPONSIBILITIES OF THE DISTRICT

Section 2.01 Coordination of Security Services. The Principal of each campus that uses the services of a campus police officer shall coordinate and work with the police officer(s) with respect to the law enforcement services provided and any special issues that warrant increased attention. The campus Principal shall have the discretion to establish the daily tasks of the officer(s) assigned to that campus, including designating specific campus issues to be addressed. The District shall pay and reimburse the City for the services provided as set forth in Section 3.01 below.

In accordance with the Interlocal Cooperation Act, the District agrees that any payments due under this Agreement shall be paid only from current revenues.

Section 2.02 School Safety Measures. Effective September 1, 2023, in accordance with H.B.3 (5) District shall provide DPS and all appropriate local law enforcement agencies and emergency first responders: (a) an accurate map of each district campus and school building that is developed and documented in accordance with the standards described in H.B. 3 related to developing site and floor plans, access control, and exterior door numbering; and (b) an opportunity to conduct a walk-through of each district campus and school building using the map described in 5 (a), above; (6) provides that District and Hondo Police Department will coordinate with the Medina County Sheriff's Office, H.B.3 requirement that the Sheriff shall call and conduct semiannual meetings to discuss: (a) school safety; (b) coordinated law enforcement response to school violence incidents; (c) law enforcement capabilities; (d) available resources; (e) emergency radio interoperability; (f) chain of command planning; and (g) other related subjects proposed by a person in attendance of the meeting; and (7) requires the following persons to attend a meeting called under (6), above: (a) the sheriff or designee; (b) the police chief or designee for any police department in the county; (c) each elected constable or designee in the county; (d) each school police department chief or security coordinator; (e) DPS personnel assigned to the county; (f) a person appointed to a command staff position at an emergency medical service in the county; (g) a representative of each other state agency with commissioned peace officers assigned to the county; (h) county and municipal EMS and fire command staff; (i) the superintendent or designee for each district in the county; (j) any federal law enforcement official serving in the county; and (k) any other person the sheriff considers appropriate.

Section 2.03 Duty Hours of Police Officers

A. Duty Hours of Police Officers

1. The Police Officers shall be assigned to their home campus on a full-time basis during the active school year, and as mutually agreed to by the School Superintendent or designee and City. Except as agreed to herein, the work week of the Police Officers shall consist of no more than forty (40) hours.

2. Police Officers shall report to their home campus during the school hours for their home campus. The Police Officers shall arrive at the home campus at least thirty(30) minutes prior to the commencement of school hours and remain at their home campus at least thirty minutes (30) minutes following the close of school hours. During their daily tour of duty, the Police Officers may be off campus to perform tasks as required by their

assignment. Any time the Police Officers will be off campus, the Police Officers will promptly notify the principal or the principal's designee prior to their absence.

3. Time spent by the Police Officers attending training or court arising out of their employment and/or duties as an Police Officers shall be considered as hours worked under this Agreement.

4. The regular workday hours of the Police Officers may be adjusted by the District on a temporary basis for specific situations. These adjustments will require the prior approval by the District Superintendent.

5. The City may temporarily reassign a Police Officer, without advance notice of mutual agreement of the Parties, for a situation deemed by the City to be a public safety emergency. The City may temporarily reassign a Police Officer for a non- school and non-public safety emergency with the District's mutual agreement.

6. Leave time should be taken at times when the school is not in session. The District Superintendent must approve all requests for leave time during normal work periods and if at all possible, reasonable advance notice should be given to the school principal. The Police Officers will coordinate vacation hours with the School Superintendent or his designee.

B. Overtime Hours for Police Officers

1. If the District requests in writing for the Police Officers to work in excess of forty (40) hours within a work week, the District will reimburse the City for the additional hours at the Police Officer's overtime rate as billed by the City.

2. If the City requests the Police Officers to work in excess of forty (40) hours within a work week, the City will be responsible for paying for the additional hours in accordance with established overtime procedures.

3. To the extent possible, any overtime hours that relate to Police Officers duties for the District must be authorized and approved in writing by the School Superintendent or his designee prior to the performance of the overtime work and will be paid in accordance with procedures established by the City's personnel policy manual, and paid by the District.

Section 2.04 Officer Performance. In the event that the Superintendent of the District determines that the police officer is not effectively performing his duties, the Superintendent shall notify the City. The City shall endeavor to resolve the concerns. Should a resolution not be reached, the City and the District shall remove the officer and replace him or her with a suitable replacement. In the event of a termination, resignation, long-term absence, or reassignment of an officer assigned to the District, the City shall provide a replacement as soon as possible. During a vacancy, the District's financial obligations shall be adjusted accordingly.

ARTICLE 3 **CONSIDERATION AND REVIEW**

Section 3.01 Consideration. District agrees to pay, as consideration for the services provided pursuant to this Agreement, a proportionate share of the salary and benefits costs of the City of Hondo Police Officer(s) for each officer assigned to the District pursuant to the Agreement in the amount of \$67,413.84 per year per officer provided which includes Retirement, FICA, Insurance, Unemployment and Workers' Compensation. The yearly amount will be proportionate amount/pro-rated reflective of the time for which each Officer is providing services to District pursuant to the Agreement. The City maintains a merit pay increase system. It is possible the SRO(s) may receive a merit increase in salary during the term of this agreement. In the event any increase in salary or benefits occurs as the result of action taken by City, the parties shall accordingly amend the yearly salary amount and amend this section pursuant to Section 6.11 herein. The District agrees to make monthly payments upon receipt of invoices from the City. This payment will be made within fifteen (15) days of receipt of invoices in the business office of the District.

Section 3.02 Review and Renewal. Either the City or the District may, no later than thirty (30) days prior to the anniversary date of the execution of the Agreement, give written notice to the other party of a request for formal review of the Agreement and upon the request of either party, any amendment or renewal of the Agreement shall be considered by the respective governing bodies of the parties.

Section 3.03 Automobile. Because the coverage of the Agreement encompasses multiple campuses, which requires regular travel by the each assigned officer, District agrees to reimburse the City for the use of a City patrol vehicle(s) in the amount of three hundred dollars, \$300.00, per month (\$3,000.00 per year) per vehicle for the term of this Agreement. Such monthly payment shall be made by District upon receipt of invoices from the City as set forth in Section 3.01. The City will maintain the required insurance coverage and shall be solely responsible for all maintenance and repairs on all City of Hondo police patrol vehicles used by the SRO Officers.

Section 3.04 Adjustment of Consideration. In the event of any such review, or the renewal or extension of the term of this Agreement, the consideration to be given and paid by District for the services provided by the City pursuant to this Agreement shall be recalculated and determined for such extended or renewal term based on a sum or amount that is not less than the City's actual costs for providing such services.

ARTICLE 4

TERM OF AGREEMENT AND REVIEW

Section 4.01 Initial Term of Agreement. The term of this Agreement shall begin on August 15, 2023 and end on August 14, 2024 after the expiration of the initial term, the Agreement shall continue on a month to month basis until either the Agreement is renewed or is terminated by either party with a thirty (30) written notice.

Section 4.02 Commitment of Current Revenue. Pursuant to Local Government Code Section 271.903 this contract is a commitment of District's current revenue only, and the Board of Trustees retains the continuing right to terminate the Agreement at the expiration of each budget period

during the term of the Agreement. Performance under this Agreement is conditioned on a best efforts attempt by the District Board of Trustees to obtain and appropriate funds for payment of any sums due under this Agreement.

Section 4.03. Termination of Agreement. This Agreement may be terminated by either party at any time with or without a reason, upon a thirty (30) day written notice to the other party. Such written notice shall specify the effective date of termination. Upon such termination, the fees owed by the District will be prorated through the period services were provided to the date of termination.

ARTICLE 5 **INSURANCE AND INDEMNIFICATION**

Section 5.01 Government Services. Notwithstanding any provision to the contrary herein, this Agreement is a contract for the performance of governmental functions by governmental entities. The services provided herein are governmental functions and the City and District shall be engaged in the conduct of a governmental function while providing and/or performing any service pursuant to this Agreement. With respect to the services provided pursuant to the Agreement, the City shall be an independent contractor to the District. Any police officer assigned to duty at any District campus pursuant to this Agreement, shall not be considered an employee of District, but shall at all times remain an employee of the City.

Section 5.02 Liability. It is understood and agreed between the parties that each party hereto shall be responsible for its own acts of omissions, including the acts of omissions of its employees, officers, trustees, and agents. Where injury or property damage result from the joint or concurring negligence of both parties, liability, if any, shall be shared by each party on the basis of comparative responsibility in accordance with the applicable laws of the State of Texas, subject to all defenses, including governmental immunity.

Section 5.03 Insurance. The District agrees to obtain and maintain full force and effect, during the term of this Agreement, a policy or policies of insurance, or risk pool coverage, in amounts sufficient to save, protect, and insure itself, its property, its employees, officers, trustees and agents from claim, cause of action, liability arising out of the acts or omissions of the District, its employees, officers, trustees, and agents. The City agrees to obtain and maintain in full force and effect, during the term of this Agreement, a policy or policies of insurance, or risk pool coverage, in amounts sufficient to save, protect, and insure itself, its property, its employees, officers, and agents from any claim, cause of action, or liability arising out of the act or omissions of the City, its employees, officers, or agents.

ARTICLE 6 **MISCELLANEOUS**

Article 6.01 Policy Making Authority. The District shall have exclusive control, supervision and policy making authority for and with respect to the rules of conduct and regulations regarding crowd control at athletic and special events. The final disciplinary action or other dispensation of

any matter or issue involving only a violation of a rule of regulation of the District shall be at the discretion of the District; provided that in the event a sworn officer of the City observes any event, mater or action that appears to constitute a violation of any local, state or federal penal or criminal law, then in such an event, the investigation of a decision to file charge on any such event shall be made by the officer or the Chief of Police.

Article 6.02 Other Services. Nothing in this Agreement shall be deemed to create, by implication or otherwise, any duty, responsibility or right as to either the District or the City except with respect to the use of a general provision of the security services specifically set forth in this Agreement. This Agreement does not and shall not be interpreted to limit or extend any governmental authority for or with respect to the provision of any service or the undertaking of any function or level of service except as specifically set forth herein.

Article 6.03 Jurisdiction. Nothing in this Agreement shall be deemed to extend, increase or limit the jurisdiction or authority of the City or the District except as necessary to implement, perform and obtain the services and duties provided for in this Agreement. The District specifically extends jurisdiction and authority to the City to implement and perform its duties provided for in this Agreement upon all property immediately under control of the District, save and except only as specifically provided in this Agreement, all government functions and services traditionally provided by the District, and all governmental functions and services traditionally provided by the City, shall be and remain the sole responsibility of each respective party. This Agreement shall be governed by the laws of the State of Texas and the County of Medina.

Article 6.04 Government Immunity. Nothing in this Agreement shall be constructed to waive, modify or amend any legal defense available to the District, the City of Hondo, or any past or present Trustee, officer, elected official, agent, or employee of the Participating Political Subdivisions including, but not limited to governmental immunity from liability or suit as provided by law.

Article 6.05 Contract Supervision and Controls. The District and the City shall each monitor, review and provide oversight and supervision of the services as they are provided and each agrees to notify the other as soon as reasonably possible if any of the services become unsatisfactory.

Article 6.06 Notices. Notices to be provided by any party to this Agreement to the other party shall be writing and directed via U.S. mail or hand delivery, and facsimile, to the other party at the following addresses:

District Superintendent
2604 Avenue E
Hondo, Texas 78861

City of Hondo City Manager
1600 Avenue M
Hondo, Texas 78861

Article 6.07 Nondiscrimination. The City and the District agree that in the execution,

performance, or attempted performance of this Agreement, they will not discriminate against any person or persons because of gender, race, religion, color, sexual orientation or national origin, nor will the City of Hondo permit its officers to engage in such discrimination.

Article 6.08 Waiver of Default. No waiver by the parties hereto of any default or breach or the failure to insist upon the performance of any term, condition, provision, or covenant of this Agreement shall be deemed to be a waiver or relinquishment to any extent of any other breach of the same or any other term, condition, provision, or covenant contained herein or the right of the parties to assert or rely upon any such term.

Article 6.09 Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the parties hereto shall be construed and enforced in accordance therewith.

Article 6.10 Gender, Number, and Headings. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The Headings and section numbers for the convenience only shall not be considered in interpreting or constructing this Agreement.

Article 6.11 Amendment. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

Article 6.12 Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

IN WITNESS WHEREOF, the parties have executed and attested this Agreement by their by their duly authorized representatives as of the date below.

EXECUTED AND DELIVERED initially by and between the City of Hondo, Texas and District on this site this 18 day of 12, 2023.

HONDO INDEPENDENT SCHOOL DISTRICT

By: Caray G. [Signature]
President, Board of Trustees

By: Abby [Signature]
Secretary, Board of Trustees

CITY OF HONDO, TEXAS

By: _____

John Naron, City Manager

ATTEST

By: _____

City Secretary

Amendment No. ____ to the Interlocal Agreement Between the City of Hondo and Hondo Independent School District for School Resource Officer Services

This **Amendment No. 1** (“Amendment”) is entered into on this ____ day of _____, 2025, by and between the **City of Hondo**, a Texas home-rule municipality (“City”), and the **Hondo Independent School District**, a political subdivision of the State of Texas (“District”). The City and the District are collectively referred to as the “Parties.

RECITALS

WHEREAS, the Parties entered into an Interlocal Agreement dated August 15, 2023 (the “Agreement”), pursuant to the Interlocal Cooperation Act, Texas Government Code Chapter 791, for the provision of police officers to serve as School Resource Officers (SROs) on District campuses; and

WHEREAS, the Agreement is currently in effect and operating on a month-to-month basis pursuant to Section 4.01; and

WHEREAS, Section 6.11 of the Agreement provides that the Agreement may be amended in writing by mutual agreement of the Parties and upon approval of the governing bodies of both Parties; and

WHEREAS, the City is currently providing two (2) SROs and the District has requested the addition of two (2) additional SROs, and

WHEREAS, the salary and benefit costs for existing and future SROs have changed since the execution of the Agreement, and the Parties wish to amend the Agreement to reflect the current compensation amounts in accordance with Section 3.01; and

WHEREAS, the Parties desire to amend the Agreement to reflect the assignment and cost-sharing of these additional officers.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the Parties agree to amend the Agreement as follows:

AMENDMENT TERMS

1. Addition of Officers.

The City shall assign two (2) additional full-time licensed peace officers to serve as SROs under the terms of the Agreement beginning on _____, 2025.

2. Updated Compensation and Cost Sharing.

Pursuant to Section 3.01 of the Agreement, the Parties agree to amend the compensation for all assigned SROs (existing and additional) to reflect updated salary and benefit costs. The updated annual cost per officer is \$_____, which includes salary, retirement, FICA, insurance, unemployment, and workers' compensation.

The District agrees to pay a proportionate share of these updated costs based on the time the officers are assigned to District campuses as stated in the Agreement. The District's total financial obligation shall now reflect the cost of four (4) officers, calculated at the updated rate, subject to applicable proration and future increases stated in the Agreement. A cost breakdown is attached as **Exhibit A** and incorporated herein by reference.

3. Vehicle Reimbursement.

The District shall reimburse the City \$300.00 per month, per patrol vehicle used by each additional officer, consistent with Section 3.03 of the Agreement.

4. Continued Effect.

All other terms, provisions, and conditions of the original Agreement not expressly modified herein shall remain in full force and effect.

EXECUTED AND DELIVERED by and between the City of Hondo, Texas and District on this _____ day of _____, 2025.

SIGNATURES

CITY OF HONDO

By: _____
Name: _____
Title: _____
Date: _____

HONDO INDEPENDENT SCHOOL DISTRICT

By: _____
Name: _____
Title: _____
Date: _____



City Council Communication

Title: DISCUSS AND CONSIDER ACTION ON PROPOSED AMENDMENTS OF THE HOME RULE CHARTER FROM THE CHARTER REVIEW COMMISSION.

Date: July 14, 2025

From:

INFORMATION:

This is back on the agenda from June 9, 2025 because there was no official action taken.

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

MOTION:

I move to approve the changes as presented by the Charter Review Commission.

ATTACHMENTS:

1. 5.21.2025_Revised_Home_Rule_Charter_Proposed_Amendments

STAFF CONTACTS:

Chapter CHA **HOME RULE CHARTER¹**

ARTICLE I **FORM OF GOVERNMENT AND** **BOUNDARIES**

§ 3.16.

- § 1.01. **Form of Government.**
- § 1.02. **Boundaries.**

§ 3.15.

- Authentication, Recording,**
Codification, Printing and
Distribution.
Investigations by the City
Council.

§ 3.17.

- Bond.**

ARTICLE II **POWERS OF THE CITY**

- § 2.01. **Local Self-Government.**
- § 2.02. **Public Improvements.**
- § 2.03. **Intergovernmental Relations.**
- § 2.04. **General Enumeration of**
Powers.

ARTICLE III **CITY COUNCIL**

- § 3.01. **Composition.**
- § 3.02. **Qualifications of City Council.**
- § 3.03. **Compensation.**
- § 3.04. **Mayor and Mayor Pro Tem.**
- § 3.05. **Vacancies, Forfeiture and**
Filling of Vacancies.
- § 3.06. **Powers of the City Council.**
- § 3.07. **Prohibitions.**
- § 3.08. **Meeting of the City Council.**
- § 3.09. **Quorum.**
- § 3.10. **Conflict of Interest.**
- § 3.11. **Abstentions.**
- § 3.12. **Rules of Procedure.**
- § 3.13. **Passage of Ordinances in**
General.
- § 3.14. **Emergency Ordinances.**

ARTICLE IV **CITY ADMINISTRATION**

- § 4.01. **City Manager.**
- § 4.02. **City Secretary.**
- § 4.03. **Municipal Court.**
- § 4.04. **City Attorney.**
- § 4.05. **Administrative Departments,**
Offices, and Agencies.
- § 4.06. **Personnel System.**
- § 4.07. **Freedom From Interference.**

ARTICLE V **NOMINATIONS AND ELECTIONS**

- § 5.01. **City Elections.**
- § 5.02. **Filing for Office.**
- § 5.03. **Official Ballots.**
- § 5.04. **Official Results.**
- § 5.05. **Taking of Office.**
- § 5.06. **Oath of Office.**

ARTICLE VI **INITIATIVE, REFERENDUM AND RECALL**

- § 6.01. **Power of Initiative.**
- § 6.02. **Power of Referendum.**
- § 6.03. **Form of Petition for Initiative**
and Referendum.

1. Editor's note—Printed herein is the charter of the City of Hondo, Texas, which was adopted at an election held on May 12, 2007, and further amended on November 3, 2020. The results of the election were certified by Resolution No. 354-20 adopted November 9, 2020. Apart from minor nonsubstantive changes in style and formatting, the charter is reproduced as adopted. Capitalization, punctuation and grammar have been retained. Obviously misspelled words have been corrected without notation. Material enclosed in brackets has been added for clarification. Amendments to the charter are indicated by a history note following the amended provision. The absence of a history note indicates the material is unchanged from the original charter.

HONDO CODE

§ 6.04.	Filing, Examination and Certification of Petitions.	ARTICLE VIII BOARDS AND COMMISSIONS	
§ 6.05.	Council Consideration and Submission to Voters.	Authority, Composition and Procedures.	
§ 6.06.	Ballot Form and Results of Election.	ARTICLE IX PLANNING AND ZONING COMMISSION	
§ 6.07.	Power of Recall.		
§ 6.08.	Recall Election.		
§ 6.09.	Recall Ballot.	§ 9.01.	Organization.
§ 6.10.	Results of a Recall Election.	§ 9.02.	Duties and Powers.
§ 6.11.	Limitations on Recall.	§ 9.03.	Procedures.
§ 6.12.	Failure of the City Council to Call an Election—Initiative, Referendum, or Recall.	§ 9.04.	The Comprehensive Master Plan: Procedure and Legal Effect.
ARTICLE VII FINANCIAL PROCEDURES		ARTICLE IX-A BOARD OF ADJUSTMENT	
§ 7.01.	Fiscal Year.	§ 9A.01.	Organization.
§ 7.02.	Submission of Budget and Budget Measure.	§ 9A.02.	Procedure.
§ 7.03.	Budget Message.	§ 9A.03.	Duties and Powers.
§ 7.04.	Budget a Public Record.	§ 9A.04.	Appeal from Decision of Board.
§ 7.05.	Public Hearing on Budget.	ARTICLE X UTILITY AND PUBLIC SERVICE FRANCHISES AND LICENSES	
§ 7.06.	Proceeding on Adoption of Budget.		
§ 7.07.	Budget, Appropriation and Amount to be Raised by Taxation.	§ 10.01.	Authority.
§ 7.08.	Amending the Budget.	§ 10.02.	Ordinance Granting Franchise.
§ 7.09.	Certification; Copies Made Available.	§ 10.03.	Transfer of Franchise.
§ 7.10.	Capital Program.	§ 10.04.	Franchise Value Not to be Allowed.
§ 7.11.	Defect Shall Not Invalidate the Tax Levy.	§ 10.05.	Right of Regulation.
§ 7.12.	Lapse of Appropriations.	§ 10.06.	Regulation of Rates.
§ 7.13.	Bonds and Other Evidences of Indebtedness.	§ 10.07.	Licenses.
§ 7.14.	Emergency Funding.	ARTICLE XI GENERAL PROVISIONS	
§ 7.15.	Purchasing.	§ 11.01.	Severability.
§ 7.16.	Administration of Budget.	§ 11.02.	Wording Interpretation.
§ 7.17.	Depository.	§ 11.03.	Amendment of Charter.
§ 7.18.	Independent Audits.	§ 11.04.	Charter Review Commission.
§ 7.19.	Tax Administration.	ARTICLE XII LEGAL PROVISIONS	
§ 7.20.	Tax Liens, Liabilities and Suits.		

HOME RULE CHARTER

§ 12.01.	Annexation - Extensions of Boundaries.	§ 12.13.	Construction of Charter.
§ 12.02.	Disannexation.	§ 12.14.	Regulation of Alcohol.
§ 12.03.	Assignment, Execution and Garnishment.	ARTICLE XIII TRANSITIONAL PROVISIONS	
§ 12.04.	Security and Bond.	§ 13.01.	Effective Date.
§ 12.05.	Notice of Claim.	§ 13.02.	Continuation of Elective/ Appointive Offices.
§ 12.06.	Power to Settle Tax Claims.	§ 13.03.	Continuation of Operation.
§ 12.07.	Service of Process Against the City.	§ 13.04.	Officers and Employees.
§ 12.08.	Judicial Notice.	ARTICLE XIV CODE OF ETHICS AND NEPOTISM	
§ 12.09.	Pending Matters.		
§ 12.10.	Property Not Exempt From Special Assessments.	§ 14.01.	Code of Ethics.
§ 12.11.	City Council May Require Bonds.	§ 14.02.	Nepotism.
§ 12.12.	Disaster Clause.		

PREAMBLE

We, the citizens of the City of Hondo, Texas, in order to establish a Home Rule municipal government, provide for the future growth and progress of our City, obtain more fully the benefits of local self-government and provide for the public welfare do adopt this Home Rule Charter, in accordance with the laws and statutes of the State of Texas; and we do declare the residents of the City of Hondo, in Medina County, Texas living within the legally established boundaries of said City, to be a political subdivision of the State of Texas, incorporated in perpetuity under the name and style of "City of Hondo" with such powers, rights, privileges, authorities, duties and immunities as are provided in this Charter.

**ARTICLE I
FORM OF GOVERNMENT AND BOUNDARIES**

§ 1.01. Form of Government.

The municipal government provided for by this Charter shall be known as the “Council-Manager” form of government. Pursuant to its provisions, and subject only to the limitations imposed by the Constitution, laws and statutes of the State of Texas and by this Charter, all powers of the City of Hondo (referred to as the City) shall be vested in an elected City Council (referred to as the City Council) which shall enact local legislation, adopt budgets, determine policies and appoint a City Manager, who in turn, will be held responsible to the City Council for the execution of the laws and the administration of the government of the City. All powers of the City shall be exercised in the manner prescribed by this Charter, or if the manner not be prescribed, then in such manner as may be prescribed by the United States Constitution, Texas Constitution, laws or statutes of the State of Texas, and ordinances adopted by the City of Hondo. (Resolution 354-20 adopted 11/9/2020)

§ 1.02. Boundaries.

The boundaries of the City of Hondo shall be the same as have heretofore been established and as they existed on the day of ratification of this Charter. An official map shall be maintained and posted in City Hall so that it is accessible by the citizens. The map shall be updated at least annually. (Resolution 354-20 adopted 11/9/2020)

**ARTICLE II
POWERS OF THE CITY****§ 2.01. Local Self-Government.**

The City shall have perpetual succession as a body politic and corporate; may use a seal; may sue and, in cases where its sovereign immunity has been waived, may be sued; may enter into contracts for any public purpose; may acquire and hold, in fee simple or any lesser estate or in trust, by gift, deed, bequest, right of eminent domain, purchase, lease, exchange, or otherwise, and may alienate any character of property, real or personal, within and without the City limits. The City may exercise all powers of local self-government not inconsistent with the Constitution or the laws of this State or by special limitations in this Charter, and has all powers and authority possible for a city to have under the Constitution and laws of this State, as fully and completely as though all such powers and authority were specifically enumerated in this Charter. (Resolution 354-20 adopted 11/9/2020)

§ 2.02. Public Improvements.

The City shall have the power to, among others, construct and maintain, or require the construction and maintenance, within or without its corporate limits, **of** streets, flood control and sanitary facilities, water and storm drainage facilities in, over, under or upon all public property or easements granted for that purpose and to levy assessments for the costs of such improvements. The City shall have the power to collect attorney's fees for the collection of paving assessments in foreclosure cases as allowed under state law. It shall have the power to cause liens to be established for the purpose of securing the payment of such levies and shall have the power to compel the use of such improvements by the citizens of the City. (Resolution 354-20 adopted 11/9/2020)

Commented [MM1]: Proposed Amendment.

§ 2.03. Intergovernmental Relations.

The City may exercise any of its powers or perform any of its functions and may participate in the financing thereof, jointly or in cooperation, by contract or otherwise, with any one or more states or any state civil division or agency, or the United States or any of its agencies, and any other county or any other political subdivisions in the State of Texas. (Resolution 354-20 adopted 11/9/2020)

§ 2.04. General Enumeration of Powers.

It being intended by this Charter to grant and bestow upon the City and its inhabitants full power of local government to accomplish any public purpose, and by all powers of municipal government, not inconsistent with this Charter or the Constitution or general laws of the State of Texas, giving and granting to the City and its inhabitants all powers that are or may be later granted to municipalities of any class by the Constitution or laws of the State of Texas and all such powers, whether expressed or implied shall include, but not limited to the following:

- (1) to enact and to enforce all ordinances and take other action as necessary to protect life, health, property and the public welfare, and to accomplish any public purpose;
- (2) to prevent and summarily abate and remove nuisances;
- (3) to preserve and promote good government, order, security, amusement, recreation, trade and economic development, peace, prosperity and the general welfare of said City and its inhabitants;

- (4) to exercise any and all municipal powers necessary to the complete and efficient management and control of municipal property and the affairs of said City;
- (5) to exercise all powers that may be conducive to the public welfare, happiness, prosperity and to accomplish any public purpose of the City and its inhabitants and to enact and enforce any and all ordinances upon any subject, provided that no such ordinance shall be enacted inconsistent with the provisions of this Charter or the Constitution or laws of the State of Texas; and
- (6) to provide further that the specification of particular powers shall never be construed as a limitation upon the general powers granted by this Charter.

In addition to the express or implied powers enumerated in this Charter, the City may have and may exercise in the manner provided by this Charter all other powers necessary or useful to accomplish any public purpose, that are not inconsistent with the Constitution and laws of the State of Texas, and that it would have been competent for this Charter to specifically enumerate.

(Resolution 354-20 adopted 11/9/2020)

**ARTICLE III
CITY COUNCIL****§ 3.01. Composition.**

- (1) The “City Council” shall be composed of a “Mayor” and five (5) “Council Members” elected under the Place System, with there being Places 1, 2, 3, 4, and 5. The Mayor and each Council Member shall be elected at large, and unless sooner removed under the provisions of this Charter, shall serve for a term of three (3) years and until their successor has been elected and duly qualified. The Mayor and City Council members may not be elected for more than three (3) consecutive terms and must “sit out” for two years prior to being eligible to run for the same elected office, i.e. Mayor or City Council Member. That is, a Council Member completing three consecutive terms is eligible to run for Mayor, and a Mayor completing three consecutive terms is eligible to run for City Council without a “sitting out” period. The previous terms of the City Council Members holding office as of November 2015 shall count toward the term limitations of this Charter.
- (2) The terms of office of Council Members in office as of November 2015 shall continue to be staggered to the same extent they were staggered prior to that date.
- (3) At such time as the City attains twelve thousand (12,000) inhabitants as determined by the U.S. Census, the number of Council Members shall increase to seven (7). Place number 6 shall be elected in the first May after the population of the City attains twelve thousand (12,000) inhabitants as determined to occurred pursuant to this Charter and Place seven (7) shall be elected the first May after the election for Place six (6). Such places shall be elected every three (3) years. The two additional Councilmembers shall be elected in accordance with the laws of the State of Texas.
- (4) Whenever this Charter requires a calculation of the number of votes required to pass an item based on a majority of the Council Members or a percentage or fraction of the number of Council Members, the Mayor shall not be considered towards determining the number of Council Members unless specifically stated herein. The total number of City Council places in existence, without regard to any vacancies, shall be used for determining a majority except where this Charter specifically states the count is based on the number of City Council members present.

(Ordinance 933-08-10, adopted at election of 11/2/10, measure no. 1, 2; Ordinance 1073-09-15, adopted at election of 11/3/15, measure no. 1; Resolution 354-20 adopted 11/9/2020)

§ 3.02. Qualifications of City Council.

In addition to any other qualifications prescribed by the Texas Election Code, the Mayor and each Council Member shall meet the qualifications set forth in Article V of this Charter while in office.

(Resolution 354-20 adopted 11/9/2020)

§ 3.03. Compensation.

Compensation of the City Council shall be \$400.00 per month and the compensation for the Mayor shall be \$500.00 per month. Any subsequent increases shall be determined and approved by a vote of the citizens at a regular election to amend this Charter. No increase in such compensation shall take effect until the beginning of the terms of Mayor and/or Council Members elected at the next general election. The City Council and Mayor shall also be entitled to reimbursement for actual expenses incurred in the performance of official duties with the approval of the City Council at a public meeting.

(Ordinance 933-08-10, adopted at election of 11/2/10, measure no. 3; Ordinance 1073-09-15, adopted at election of 11/3/15, measure no. 2; Resolution 354-20 adopted 11/9/2020)

§ 3.04. Mayor and Mayor Pro Tem.

- (1) The Mayor occupies the highest elective office in the City and shall preside at meetings of the City Council. The Mayor shall be recognized as head of the City government for all ceremonial purposes, and by the Governor for purposes of military law, but shall have no regular administrative duties. The Mayor may participate in the discussion of all matters coming before the City Council. The Mayor shall not be entitled to vote as a member of the Council, on legislative or other matters, except in case of a tie, when the Mayor shall cast the deciding vote, or where the number of filled City Council positions drops to below 3 due to vacancies caused by death, resignation, forfeiture of, or removal from office by law.
- (2) Before an Ordinance or Resolution adopted by the City Council may take effect, the Ordinance or Resolution must be signed by the Mayor except as authorized further in this paragraph. On any Ordinance or Resolution adopted by the Council to which the Mayor does not execute or file objections within one week after Council approval, the Ordinance or Resolution shall take effect. If the Mayor files objections with the City Secretary within one week after Council approved the Ordinance or Resolution, the action by the Mayor shall be deemed a veto of the original Council action. Mayor's objections must be filed within one week of the original Council action, and must state the Mayor's reason for this filing. The City Secretary will forward copies to each Council Member along with notice that the original item will be added to the next Council agenda for reconsideration by the Council. At the meeting at which the ordinance or resolution is reconsidered an affirmative vote of a supermajority of the Council Members present shall overturn the Mayor's veto and constitute immediate enactment of the ordinance or resolution and no further veto authority shall exist with respect to said ordinance or resolution. If an ordinance takes effect automatically without the Mayor's signature by any provision in this paragraph, the City Secretary shall note in the signature block of the ordinance the date and reason the ordinance became effective without signature and shall note that no further signature is necessary.
- (3) The Mayor Pro Tem shall be a Council Member elected by the City Council at the first regular meeting after each election of Council Members and/or Mayor. The Mayor Pro Tem shall act as Mayor during the disability or absence of the Mayor, and in this capacity shall have all the rights conferred upon the Mayor and shall still be entitled to vote as a Council Member.

(Ordinance 933-08-10, adopted at election of 11/2/10, measure no. 4; Ordinance 1073-09-15, adopted at election of 11/3/15, measure no. 3; Resolution 354-20 adopted 11/9/2020)

§ 3.05. Vacancies, Forfeiture and Filling of Vacancies.

- (1) The office of a Council Member or the Mayor shall become vacant upon his/her death, resignation, forfeiture of, or removal from office by any manner authorized by law.
- (2) If any member of the City Council is absent from three (3) consecutive regular meetings without explanation acceptable to a majority of the remaining Council Members or if any member of the City Council is absent for more than twenty-five percent (25%) of the aggregate number of regularly scheduled meetings in a calendar year his/her office shall be declared vacant at the next regular meeting of the City Council by resolution. The determination of absences shall be calculated after the first six months a member is in office.
- (3) A Council Member or the Mayor shall forfeit his/her office if he/she: (1) lacks at any time during the term of office any qualification for the office prescribed by this charter or by law, (2) violates any Express Prohibition of this charter, or (3) is convicted of a felony or of a misdemeanor involving moral turpitude or is convicted of violating any state laws or City ordinance regulating conflicts of

Commented [MM2]: Proposed Amendment.

interest of municipal officers. Every forfeiture shall be declared and enforced by the City Council as provided for herein.

The following are determined to be an Express Prohibition of this Charter for the purposes of this section:

- A. holding any other City office or City employment during his/her term as Mayor or Councilmember;
 - B. dictating the appointment or removal of the City administrative officers or employees whom the City Manager or any of the City Manager's subordinates are empowered to appoint;
 - C. giving orders to City officers and employees, who are subject to the direction and supervision of the City Manager; and
 - D. taking any action, including but not limited to executing any contract, which binds the City or requires the expenditure of City funds unless specifically authorized to do so by a majority vote of the City Council.
- (4) If a Council Member or the Mayor forfeits his/her office, or the office is declared vacant as required under the Charter, and the Council Member or Mayor does not immediately resign, the City Council and Mayor may conduct a hearing to determine if the office holder has forfeited and should vacate his/her office. Upon the conclusion of the hearing the City Council may, by an affirmative vote of a super-majority of City Council with the Mayor, declare the office of said office holder to be forfeited and vacant. For purposes of this section only: the Mayor has a vote; the place of the individual who is the subject of the vote shall not count; and City Council places which are vacant due to death, resignation, forfeiture of, or removal from office shall not count. A super-majority for purposes of this section shall require five (5) votes if the number of Council places with the Mayor equals seven (7), four (4) if the number of Council places with the Mayor equals five (5) or six (6); and three (3) if the number of Council places with the Mayor equals four (4) or less. Disposition of the matter under this Charter is final and is res judicata. Further relief may be sought in a court of law. The office holder subject to the forfeiture shall not have a vote. The Mayor shall vote unless his/her office is the office subject to the forfeiture.
- (5) A vacancy in the City Council where the term is less than one year shall be filled by selection of a person qualified for the position, as described in this Charter, within thirty (30) days of the occurrence of the vacancy by a majority vote of the remaining Council Members. This appointee shall serve until the next municipal election at which time a new Council Member shall be elected in accordance with the Texas Constitution and the Texas Election Code. If the vacancy in the City Council were to occur and a year or more is left on the term of the vacated place on the Council, that position must be filled by election in accordance with state law. The provisions of this paragraph shall also apply to filling a vacancy in the Mayor's position in the event State law or this Charter do not otherwise provide a procedure for filling the Mayor's position.
- (6) All vacancies filled by appointment or election shall be for the remainder of the unexpired term of the office so filled. Specifically, any person elected to a vacancy that occurs in the first or second year of a three-year term shall serve out the remainder of that term.

(Ordinance 933-08-10, adopted at election of 11/2/10, measure no. 5; Ordinance 1073-09-15, adopted at election of 11/3/15, measure no. 4; Resolution 354-20 adopted 11/9/2020)

§ 3.06. Powers of the City Council.

All powers of the City and the determination of all matters of policy shall be vested in the City Council. Except where in conflict with and otherwise expressly provided by this Charter, the City Council shall have all powers authorized to be exercised by the Constitution and laws of the United States and the State of Texas and the acts amendatory thereof and supplementary thereto, now or hereafter enacted. Without limitation of the foregoing and among the other powers that may be exercised by the City Council, the following are hereby enumerated for greater certainty:

- (1) Appoint and remove the City Manager;
 - (2) Appoint the Municipal Judge(s) of the Municipal Court;
 - (3) Appoint and remove the City Attorney;
 - (4) Establish administrative departments;
 - (5) Adopt the budget of the City;
 - (6) Inquire into the conduct of any office, department or agency of the City and make investigations as to municipal affairs;
 - (7) Provide for and appoint a Planning and Zoning Commission and other boards and commissions as deemed necessary, and appoint the members of all such boards and commissions. Such boards and commissions shall have all powers and duties now or hereafter conferred and created by this Charter, by City ordinance or by state law;
 - (8) Adopt and modify the official map of the City and the official zoning map;
 - (9) Adopt, modify and carry out plans in cooperation with the Planning and Zoning Commission for the replanning, improvement and redevelopment of specific areas of the City;
 - (10) Adopt, modify and carry out plans in cooperation with the Planning and Zoning Commission for the replanning, reconstruction or redevelopment of any area or district which may have been destroyed, in whole or part, by disaster;
 - (11) Regulate, license and fix the charges or fares, or tariffs made by any person owning, operating or controlling any vehicle of any character used for the carrying of passengers for hire on the public streets and alleys of the City;
 - (12) Provide for the establishment and designation of fire limits and prescribe the kind and character of buildings or structures or improvements to be erected therein; provide for the erection of fireproof buildings within certain limits; and provide for the condemnation of dangerous or dilapidated structures or buildings, and such buildings or structures calculated to increase the fire hazard, and the manner of their removal or destruction;
 - (13) Fix and regulate rates and charges of all utilities and public services and operate municipal utilities;
 - (14) Adopt development Master Plans and subdivision plats; and
 - (15) Provide for the development and maintenance of a Comprehensive Plan and Capital Improvement Plan.
- (Ordinance 933-08-10, adopted at election of 11/2/10, measure no. 6; Resolution 354-20 adopted 11/9/2020)

§ 3.07. Prohibitions.

- (1) Except where authorized by law or by this Charter, no Mayor or Council Member shall hold any other City office or City employment during his/her term as Mayor or Council Member. No former Mayor or Council Member shall hold any compensated appointive office or City employment until two (2) years after the expiration of the term for which they were elected or appointed to the City Council.
- (2) Members of the City Council shall not in any way dictate the appointment or removal of the City administrative officers or employees whom the City Manager or any of the City Manager's subordinates are empowered to appoint. The City Council, at a meeting called for that purpose, may express its views and fully and freely discuss with the City Manager anything pertaining to appointment and removal of such officers and employees.
- (3) Except for the purpose of inquiries and investigations as provided by this Charter, the City Council shall deal with City officers and employees, who are subject to the direction and supervision of the City Manager, solely through the City Manager. The City Council shall not give orders to any such officer or employee, either publicly or privately, except as otherwise provided in this Charter.
- (4) The Mayor and Council Members are prohibited from taking any action, including but not limited to executing any contract, which binds the City or requires the expenditure of City funds unless specifically authorized to do so by a majority vote of the City Council.

(Ordinance 933-08-10, adopted at election of 11/2/10, measure no. 7; Resolution 354-20 adopted 11/9/2020)

§ 3.08. Meeting of the City Council.

- (1) The City Council may hold at least one (1) regular meeting each month and as many additional meetings as it deems necessary to transact the business of the City. The City Council shall fix, by ordinance, the date and time of the regular meetings.
- (2) Special meetings of the City Council shall be held at the call of the City Manager, Mayor or a majority of the City Council Members upon provision of public notice in accordance with Texas Open Meetings Act.
- (3) Except as provided by state law, all City Council meetings shall be open to the public and shall be held and notice given in accordance with the Texas Open Meetings Act.

(Ordinance 933-08-10, adopted at election of 11/2/10, measure no. 8; Resolution 354-20 adopted 11/9/2020)

§ 3.09. Quorum.

Three (3) Council Members shall constitute a quorum for the purpose of transacting business. Upon the election of an individual to City Council Place six (6) four (4) Council Members shall constitute a quorum for the purpose of transacting business. No action of the City Council, except as specifically provided in this Charter, shall be valid or binding unless adopted by the affirmative vote of a majority of the City Council places occupied at the time of the vote. The presence of the Mayor at any Council meeting shall not count toward a quorum, except where expressly stated herein.

Vacancy Emergency Provision: When the number of filled City Council positions drops to below three (3) because of vacancies due to death, resignation, forfeiture of, or removal from office, the Mayor shall count towards the quorum and shall be entitled to vote.

(Ordinance 933-08-10, adopted at election of 11/2/10, measure no. 9; Ordinance 1073-09-15, adopted at

election of 11/3/15, measure no. 5; Resolution 354-20 adopted 11/9/2020)

§ 3.10. Conflict of Interest.

Should any member of the City Council have a conflict of interest, pursuant to any state laws and/or City ordinances regulating conflicts of interest of municipal officers, with an agenda item then before the City Council, he/she shall openly declare same before discussion proceeds, and he/she is thereby prohibited from discussing the item or voting on the question and is not considered as present and voting for the purposes of the tally.

(Resolution 354-20 adopted 11/9/2020)

§ 3.11. Abstentions.

Should any member of the City Council choose to abstain from voting on any question before the City Council, where no conflict of interest exists, the person's vote shall be recorded as an abstention vote in the official minutes of the meeting and the council member is considered as present and voting for the purposes of the tally.

(Resolution 354-20 adopted 11/9/2020)

§ 3.12. Rules of Procedure.

- (1) The City Council and all Commissions and Boards shall conduct business in accordance with Robert's Rules of Order or such other rules of procedure which they may adopt by resolution. The City Council shall provide that the citizens of the City shall have a reasonable opportunity to clearly hear and be heard at all regular meetings and public hearings with regard to specific matters under consideration.

The City Council shall provide for minutes to be taken and recorded for all public meetings as required by law. Such minutes shall be a public record and shall be kept and maintained by the City Secretary.

~~City Council shall adopt Rules of Procedure consistent with this Charter.~~

Commented [MM3]: Proposed Amendment.

The Mayor, City Manager or any two (2) Councilmembers may place items on the agenda prior to the agenda being posted.

(Ordinance 1073-09-15, adopted at election of 11/3/15, measure no. 6; Resolution 354-20 adopted 11/9/2020)

§ 3.13. Passage of Ordinances in General.

- (1) The City Council shall legislate by ordinance, resolution, or order, and the enacting clause of every ordinance shall be "Be it ordained by the City Council of the City of Hondo, Texas..." Each proposed ordinance shall be introduced in the written or printed form required for adoption. No ordinance shall contain more than one (1) subject which shall be clearly expressed in its title. General appropriation ordinances may contain various items and accounts for which monies are to be appropriated. After adoption, an ordinance shall not be amended or repealed except by the adoption of another ordinance. Copies of each proposed ordinance, in the form required for adoption, shall be furnished to the City Council. Copies of the proposed ordinance, in the form required for adoption, shall be available at the City offices and shall be furnished to citizens upon request to the City Secretary from and after the date on which such proposed ordinance is posted as an agenda item for a City Council meeting and, if amended, shall be available and furnished in amended form for as long as the proposed ordinance

is before the City Council.

- (2) A proposed ordinance which has been amended in substance after its placement on the agenda for a City Council meeting may not be voted on at such meeting. Such amended ordinance shall be placed on the agenda of a subsequent meeting of the City Council in accordance with the provisions of this Section. All persons interested in such ordinance shall have a reasonable opportunity to be heard.
- (3) Every ordinance shall become effective upon adoption or at any later time(s) specified in the ordinance, except that every ordinance imposing any penalty, fine or forfeiture shall become effective only after having been published in its entirety, summary form or brief description after adoption, in a newspaper designated as the official newspaper of the City.
- (4) If a majority of the City Council present requests that the ordinance title and caption be read or that the ordinance in its entirety be read, it must be read.

(Ordinance 1073-09-15, adopted at election of 11/3/15, measure no. 7; Resolution 354-20 adopted 11/9/2020)

§ 3.14. Emergency Ordinances.

Ordinances adopted by the City Council to address an urgent public necessity at an emergency meeting authorized pursuant to the Texas Government Code Section 551.045, as it may be amended from time to time, shall become effective upon adoption and shall be published as soon as practicable. Every emergency ordinance so adopted, except one authorizing the borrowing of money is automatically repealed as of the sixty-first (61st) day following the day on which it became effective. The ordinance may be re-enacted if the emergency still exists.

(Ordinance 933-08-10, adopted at election of 11/2/10, measure no. 10; Resolution 354-20 adopted 11/9/2020)

§ 3.15. Authentication, Recording, Codification, Printing and Distribution.

- (1) All ordinances and resolutions adopted by the City Council shall be authenticated by seal and signature of the person performing the duties of the City Secretary and numbered consecutively as adopted. They shall be properly indexed and placed in a book kept open for public inspection. In addition, all City ordinances shall be posted on the City's official website.
- (2) The City Council shall plan and budget for the codification of ordinances of the City. This codification shall be known and cited as the "Hondo Code of Ordinances" and shall be in full force and effect without the necessity of such code or any part thereof being published in any newspaper. The caption, descriptive clause and other formal parts of the ordinances of the City may be omitted without affecting the validity of such ordinances when codified. Every general ordinance, enacted subsequent to such codification, shall be enacted as an amendment to the code. For the purpose of this section, general ordinances shall be deemed to be those ordinances of a permanent or continuing nature which affect the residents of the City at large. Copies of the code shall be furnished to City Officers, placed in the City offices and made available for purchase by the public at a reasonable price to be fixed by the City Council. The initial codification shall be completed within two years of the adoption of this Charter.
- (3) The City Council shall cause all ordinances and amendments to this Charter to be printed promptly following their adoption. A copy of each ordinance and amendment shall be placed in appropriate City offices for public reference. Printed ordinances and Charter amendments shall be sold to the public at a reasonable price in accordance with the Texas Public Information Act.

(Resolution 354-20 adopted 11/9/2020)

§ 3.16. Investigations by the City Council.

The City Council shall have the power to inquire into the official conduct of any appointed official, department head or agency of the City. For that purpose, the City Council shall have the power to administer oaths, subpoena witnesses and compel the production of books, papers or other evidence material to the inquiry. The City Council shall provide, by ordinance, procedures on the conduct of investigations, penalties for contempt for failing or refusing to obey any such subpoena or to produce any such books, papers or other evidence and shall have the power to punish any such contempt in the manner provided by the ordinance and/or the laws of the State of Texas.

(Resolution 354-20 adopted 11/9/2020)

§ 3.17. Bond.

The City Council shall require bonds of all municipal officers and employees who receive monies for or pay out any monies of the City. The amount of the bonds shall be determined by state law or the City Council, the bonds shall be payable to the City of Hondo and conditioned upon the faithful discharge of the duties of such persons and upon the faithful accounting of all monies, credits, and things of value coming into the hands of such persons, and such bonds shall be signed as surety by a corporate surety bond company authorized to do business under the laws of the State of Texas. The premium on such bonds shall be paid by the City, and such bonds must be acceptable to the Council. The Council may also require new bonds at any time, if in its opinion; the existing bond on any employee is insufficient.

(Resolution 354-20 adopted 11/9/2020)

Commented [MM4]: Just added commas to this section.

**ARTICLE IV
CITY ADMINISTRATION**

§ 4.01. City Manager.

- (1) Appointment. The City Council shall appoint and approve a written agreement for the City Manager by the affirmative vote of a majority of the full membership of the City Council. The City Manager shall serve as Chief Administrative Officer of the City. The City Manager shall be responsible to the City Council for administration of all the affairs of the City, with only those exceptions that are named in this Charter. The City Manager shall be appointed solely upon the City Manager's executive, administrative and educational qualifications and shall have previous city manager or administrator or assistant city manager experience and/or a degree in a field related to city government. The City Manager need not be a resident of the City when appointed, but shall, within a reasonable time (no more than one year), after such appointment, reside within the City during the balance of the tenure of his/her appointment.
- (2) Exemption. No Mayor or member of the City Council shall, during the term to which he/she is elected and for two (2) years thereafter, be appointed City Manager.
- (3) Compensation. The City Council shall fix the compensation of the City Manager, and the City Manager's compensation may be amended from time to time, in accordance with the City Manager's experience, qualifications and performance.
- (4) Suspension or Removal. The City Manager may be removed at the discretion of the City Council by the affirmative vote of four (4) City Council Members. Upon the election of an individual to City Council Place 6 or 7, the City Manager may be removed by the affirmative vote of five (5) City Council Members. Upon decision to remove the City Manager, notice, in writing, of such decision shall be immediately furnished to him/her and the City Council may then suspend him/her from duty.
 - (A) If, within five (5) working days after being notified of his/her termination and removal, the City Manager files a written request to the City Council requesting that his/her termination be reconsidered, the City Council shall, as soon as practical, meet with the City Manager in accordance with the Texas Open Meetings Act to review its decision to terminate.
 - (B) Following such review, after affording the City Manager an opportunity to respond to such initial decision to terminate, a new vote requiring the affirmative vote of four (4) City Council Members (or the affirmative vote of five (5) City Council Members upon the election of an individual to City Council Place 6 or 7) shall be taken with regard to the termination of the City Manager.
 - (C) The City Manager shall, from the date of suspension, continue to receive his/her salary pending the final decision of the City Council provided however, that if the Manager is suspended or terminated because of a final conviction for a misdemeanor involving moral turpitude or personal gain, or indicted for any felony, then, in that event, the City shall have no obligation to pay the salary designated in this Section.
 - (D) This procedure for a review meeting with the City Manager shall not alter the fact that the City Manager serves at the pleasure of the City Council, and the City Manager shall not have, nor should this procedure be construed to grant to the City Manager, any right to continued employment.

(5) Acting City Manager.

- (A) In case of a disability or suspension of the City Manager, the City Council may designate a qualified administrative officer of the City to perform the duties of the office or appoint an acting City Manager.
- (B) By letter filed with the City Secretary and copies provided to the Mayor and City Council, the City Manager shall designate, subject to the approval of the City Council, a qualified administrative officer to exercise the powers and perform the duties of the City Manager during vacation or any temporary voluntary leave of the City Manager. The Council may revoke such designation at any time and appoint another officer of the City to serve until the return of the City Manager.

(6) Duties and Responsibilities. The City Manager shall:

- (A) Appoint, suspend and remove all City employees and appointive administrative officers provided for in this Charter, except as otherwise provided by law, this Charter or personnel rules adopted pursuant thereto;
- (B) Direct and supervise the administration of all departments, offices and agencies of the City, except as otherwise provided by law of this Charter;
- (C) See that all state laws and City ordinances are effectively enforced;
- (D) Attend or designate a City employee to attend City Council, Commission, and Board meetings, with the right to take part in discussion, but shall not vote;
- (E) Prepare and accept, or designate an appropriate department head or City employee to prepare and accept, items for inclusion in the official agenda of all City Council meetings and meetings of all boards and commissions;
- (F) Prepare and recommend to the City Council the annual budget and capital improvement budgets and administer budgets as adopted by the City Council;
- (G) Keep the City Council advised, at least quarterly, as to the financial conditions of the City and make recommendations concerning the affairs of the City;
- (H) Make reports as the City Council may require concerning the operations of the City departments, offices, or agencies subject to the City Manager's direction or supervision;
- (I) Designate an appropriate department head or City employee to keep a written inventory of all real property and all permanent equipment belonging to the City, said inventory to be subject to annual audit. A system shall be established to control the use and replacement of expendable items;
- (J) Execute all contracts as authorized by resolution or ordinances adopted by the City Council except as otherwise provided in this Charter; and
- (K) Perform such other duties as are specified in this Charter or may be required by the City Council, which are consistent with this Charter and state and federal laws.

(Ordinance 933-08-10, adopted at election of 11/2/10, measure no. 11; Ordinance 1073-09-15, adopted at election of 11/3/15, measure no. 8; Resolution 354-20 adopted 11/9/2020)

§ 4.02. City Secretary.

- (1) The City Manager shall appoint or remove without cause, the City Secretary.
- (2) The City Manager shall annually evaluate the performance of the City Secretary.
- (3) The City Secretary shall:
 - (A) Give notice of all official public meetings of the City Council, Commissions, and Boards in a manner consistent with this Charter and state laws;
 - (B) Attend or designate a City employee to attend public meetings and hearings of the City Council;
 - (C) Keep the minutes of the proceedings of all public official meetings and hearings of the City Council in a manner prescribed by the City Council consistent with applicable law;
 - (D) Act as a custodian of all official records of the City Council;
 - (E) Hold and maintain the seal of the City and affix this seal to all appropriate documents;
 - (F) Authenticate, by signature and seal, and record all ordinances, resolutions and proclamations of the City;
 - (G) Act as agent for the purposes of serving civil process;
 - (H) Assist the City Manager with the maintenance and public information request of all records;
 - (I) Perform such other duties, as may be required by the City Council or City Manager, which are consistent with this Charter and state and federal law; and
 - (J) Schedule and oversee all City elections in accordance with the Texas Election Code and any other applicable law.

(Ordinance 933-08-10, adopted at election of 11/2/10, measure no. 6; Resolution 354-20 adopted 11/9/2020)

§ 4.03. Municipal Court.

- (1) The City Council shall establish and cause to be maintained a Municipal Court. The Court shall have all the powers and duties as are now, or as may be, prescribed by the laws of the State of Texas.
- (2) The City Council shall appoint, by the affirmative vote of a majority of the membership of the City Council, such Municipal Judges of the Municipal Court, as may be necessary, all of whom shall be competent, duly qualified attorneys licensed and practicing for at least five (5) years in the State of Texas. In the event a duly qualified attorney is not available, the City Council shall then select a qualified person to be the Municipal Judge. The Municipal Judge(s) of the Municipal Court(s) shall be appointed to a term of two (2) years and may be appointed to additional consecutive terms upon completion of his/her term(s) of office. The Municipal Judge(s) shall receive compensation as may be determined by the City Council.
- (3) In the event of failure of any Municipal Judge to perform his/her duties, the Mayor shall appoint a Municipal Judge for a term not to exceed three continuous months. In the event of a vacancy, a Municipal Judge shall be appointed by the City Council in accordance with subsection (2) of this Section. If the Mayor appoints a Municipal Judge, the Judge shall be compensated at the same salary, if any, as the Municipal Judge for whom the Judge is acting.
- (4) Municipal Judge shall have the power to punish for contempt to the same extent and under the same

circumstance as the Justice of the Peace may punish for contempt of criminal cases.

- (5) The Clerk and Deputy Clerks of the Municipal Court(s) shall have the power to administer oaths, certify affidavits, make certificates, affix the seal of the Court and perform all usual and necessary acts in conducting the business of the Court(s), including but not limited to, the keeping of records and accounts of the Municipal Court(s).
- (6) All special expenses and fines imposed by the Municipal Court(s) shall be paid into the City Treasury for the use and benefit of the City, as may be consistent with present and future laws.
(Resolution 354-20 adopted 11/9/2020)

§ 4.04. City Attorney.

- (1) The City Council shall appoint, by the affirmative vote of a majority of the City Council, a competent, duly qualified, licensed and practicing attorney in the State of Texas for at least five (5) years who shall serve as the City Attorney. The City Council may provide for such services by contract with a duly qualified law firm. The City Attorney designated to provide services must be a member of and be in good standing with the State Bar of Texas.
- (2) The City Attorney shall:
 - (A) Serve as the legal advisor to the City Council and City Manager;
 - (B) Represent the City in litigation and legal proceedings as directed by the City Council and the City Manager; and
 - (C) Provide opinions as requested by the City Council or City Manager.
 - (D) Review all contracts as to legality and form prior to their execution.
- (3) The City Council shall have the right to retain special counsel at any time that it may deem necessary and appropriate. Once retained Special Counsel shall report to the City Manager, the City Attorney, or to the City Council at a properly called City Council meeting.
- (4) The City Attorney and Special Counsel shall receive compensation as may be determined by the City.
- (5) The City Attorney, with approval of the City Council, may select additional attorneys to act for him/her and the City in its representation and/or litigation.
- (6) The City Attorney may be removed, without cause, by the affirmative vote of a majority of the City Council.

(Ordinance 933-08-10, adopted at election of 11/2/10, measure no. 12, 13; Resolution 354-20 adopted 11/9/2020)

§ 4.05. Administrative Departments, Offices, and Agencies.

- (1) The City Council may, after hearing recommendations of the City Manager, establish, abolish, re-designate and/or combine departments, offices or agencies, in addition to those provided for by this Charter, and may prescribe the functions and duties of such departments, offices and agencies.
- (2) Except as provided elsewhere in this Charter, all departments, offices and agencies of the City shall be under the direction and supervision of the City Manager and shall be administered by officers appointed by and subject to the direction and supervision of the City Manager. The City Manager may, with the consent of the City Council, serve as the head of one (1) or more City departments,

offices or agencies or appoint one (1) person as head of two (2) or more of them.

- (3) The City Manager may appoint a City Tax Collector, whose duties and functions shall be those usual to the office and consistent with the laws of the State of Texas, as they may apply to City or County Tax Collectors. The City Manager may recommend that the City Council enter into an outside contract for such services.

(Resolution 354-20 adopted 11/9/2020)

§ 4.06. Personnel System.

Personnel rules shall be prepared by the City Manager and presented to the City Council who may adopt them by ordinance or resolution, with or without amendment. The adopted rules shall establish the City as an Equal Opportunity Employer and shall govern the equitable administration of the personnel system of the City. The City shall comply with all applicable State and Federal labor laws.

(Resolution 354-20 adopted 11/9/2020)

§ 4.07. Freedom From Interference.

It shall be unlawful for the City Council or any of its members to dictate to the City Manager the appointment of any person to office or employment or interfere in any manner with the City Manager in the performance of the duties of that office as stated in Section 3.07 of this Charter.

(Resolution 354-20 adopted 11/9/2020)

**ARTICLE V
NOMINATIONS AND ELECTIONS**

§ 5.01. City Elections.

- (1) All City elections shall be conducted in accordance with the Texas Election Code and other applicable law.
- (2) The general City election shall be held annually during the month of May or such date as required by the Texas Election Code. The City Council shall be responsible for specification of places for holding such elections.
- (3) The City Council may, by resolution, order a special election for purposes consistent with this Charter and laws of the State of Texas. The City Council will fix the time and places for such a special election and provide all means for holding same.
- (4) Municipal elections shall be conducted by election officials appointed by the City Council or contracted with the County Elections Office, as prescribed by law. Sample ballots, identical in format to those used in the specific election, shall be posted in the voting place(s) for the purpose of voter orientation.
- (5) All municipal elections shall be publicized in accordance with the Texas Election Code.
- (6) A sample ballot shall be published twice in the official newspaper of the City prior to the date of the election.

(Resolution 354-20 adopted 11/9/2020)

§ 5.02. Filing for Office.

- (1) Candidates for elective City offices shall file for office in accordance with the Texas Election Code.
- (2) Candidates for elective City offices shall meet the following qualifications:
 - (A) Shall be at least twenty-one (21) years of age at the time of the election for which they are filing;
 - (B) Shall be a registered voter;
 - (C) Shall have resided within the corporate limits of the City, or recently annexed territory, for at least twelve (12) months prior to the filing date and shall have their primary residence within the City limits of the City of Hondo. Each Council Member and Mayor must continually reside within the City during his term of office, and any removal of his residence from the City during his term of office shall constitute a forfeiture of his office;
 - (D) No candidate may file in a single election for more than one (1) elective office or position;
 - (E) No employee of the City shall continue in such position after filing for an elective City office;
 - (F) In the event any incumbent office holder, of any elected city office, becomes a candidate for election to any office other than the one they are presently holding, and the incumbent office holder has less than one year remaining in office, such candidate shall tender a resignation from the currently held city office if the incumbent is elected to the other office. Such resignation shall take effect without any further act of acceptance by the Council. Failure to offer the resignation, the incumbent shall automatically forfeit his position upon being elected and the

Council may proceed in filling the vacancy in accordance with the Charter;

- (G) In the event any incumbent office holder, of any elected city office, becomes a candidate for election to any office other than the one they are presently holding, and the incumbent office holder has more than one year **and thirty (30) days** remaining in office, such candidate shall forfeit his/her position effective as of the date of becoming a candidate for the other elected office. Such resignation shall take effect without any further act of acceptance by the Council and the Council may proceed in filling the vacancy by calling an election in accordance with state law;
- (H) A candidate or incumbent to a city office must demonstrate fiscal responsibility and judgment in the management of their debts and therefor must not be in debt to the City, including but not limited to fees, fines and taxes levied by the City; and

(I) Shall comply with all other City ordinances and/or resolutions that may be applicable. (Resolution 354-20 adopted 11/9/2020)

§ 5.03. Official Ballots.

- (1) The name of each candidate seeking elective office, except those who have withdrawn, died or become ineligible, shall be printed on the official ballot in the form designated by the candidate in accordance with the Texas Election Code. If two (2) or more candidates have the same surname, their residence addresses shall be printed with their names on the ballot.
- (2) The order of the names of the candidates on the ballot shall be determined by lot in a public drawing to be held under the supervision of the person performing the duties of the City Secretary in accordance with the Texas Election Code.
- (3) Procedures for voting by absentee ballot shall be consistent with the Texas Election Code.
- (4) An ordinance, bond issue, or Charter amendment to be voted on by the voters of the City shall be presented for voting by ballot title. The ballot title of a measure may be different from its legal title and shall be a clear, concise statement, approved by the City Council, describing the substance of the measure without argument or prejudice.
- (5) Procedures for write-in votes shall be consistent with the Texas Election Code.
(Resolution 354-20 adopted 11/9/2020)

§ 5.04. Official Results.

- (1) The Mayoral or Council candidate for elective office receiving a plurality, meaning the greatest number of the votes cast shall be declared the winner.
- (2) The returns of every municipal election shall be handled in accordance with the Texas Election Code. These returns shall be delivered from the election judges to the person performing the duties of the City Secretary at City Hall as soon as possible after the closing of the polls. Election returns, general and special, shall be presented to the City Council at their next meeting in accordance with the Texas Election Code, at which time the City Council shall canvass and declare the results of the election, which shall be recorded in the minutes of the meeting.
(Resolution 354-20 adopted 11/9/2020)

§ 5.05. Taking of Office.

- (1) Each newly elected person to the City Council shall be inducted into office at the first regular City

Commented [MM5]: Proposed Amendment

Council meeting following the official canvassing of the election.

(2) At such meeting, the oath shall be administered in accordance with the City Charter.
(Resolution 354-20 adopted 11/9/2020)

§ 5.06. Oath of Office.

Every officer of the City shall, before entering upon the duties of his/her office, take and subscribe to the following oath or affirmation, to be filed and kept in the office of the City Secretary:

“I, _____, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of _____, of the City of Hondo, State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and Laws of the United States and of this State and the Charter and ordinances of this City; and I furthermore solemnly swear (or affirm), that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money, or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be. (So Help Me God.)”
(Ordinance 1073-09-15, adopted at election of 11/3/15, measure no. 9; Resolution 354-20 adopted 11/9/2020)

ARTICLE VI INITIATIVE, REFERENDUM AND RECALL

§ 6.01. Power of Initiative.

The people of the City reserve the power to direct legislation by initiative and, in the exercise of such power, may propose any ordinance not in conflict with this Charter or State law, except an ordinance ~~appropriation~~ ~~appropriating~~ money or authorizing the levy of taxes, an ordinance amending an ordinance ~~appropriating~~ ~~appropriation~~ money or levying taxes, or an ordinance repealing an ordinance appropriating money or levying taxes. Any initiated ordinance may be submitted by a petition signed by registered voters of the City equal in number to at least twelve and one-half (12.5%) percent of the number of registered voters residing in the City at the time of the last regular City election.

(Ordinance 1073-09-15, adopted at election of 11/3/15, measure no. 10; Resolution 354-20 adopted 11/9/2020)

Commented [MM6]: Change to correct verbiage.

§ 6.02. Power of Referendum.

The people of the City reserve the power to approve or reject at the polls any legislation enacted by the City Council, which is subject to the initiative process under this Chapter. Within thirty (30) days after the final adoption or publication, whichever date is later, of any ordinance which is subject to referendum, a notice must be filed with the City Secretary that a petition will be filed. A petition signed by registered voters of the City equal in number to at least twelve and one-half (12.5%) percent of the number of registered voters residing in the City at the time of the last regular City election, may be filed with the City Secretary requesting that any such ordinance be either repealed or submitted to a vote of the people. When such a petition has been certified as sufficient by the City Secretary, the ordinance so specified in the petition shall not go into effect, or further action shall be suspended if it shall have gone into effect, until and unless it is approved by the voters as herein provided.

(Ordinance 1073-09-15, adopted at election of 11/3/15, measure no. 11; Resolution 354-20 adopted 11/9/2020)

§ 6.03. Form of Petition for Initiative and Referendum.

All petition papers circulated for the purpose of an initiative or referendum shall be uniform in size and style. Initiative petition papers shall contain the full text of the proposed ordinance. The signatures to initiative and referendum petitions need not all be appended to one paper, but to each separate paper there shall be attached a statement of the circulator that he personally circulated the foregoing paper, that all the signatures appended thereto were made in his presence and that he believes them to be the genuine signatures of the persons whose names they purport to be. Each signer of any such petition shall sign his name in ink, shall indicate after his name his place of residence by street, street number and zip code, shall indicate his voter registration certificate number and shall record the date of signature, but no signatures to such petition shall remain effective or be counted which were placed thereon more than forty-five (45) days prior to the filing of such petition or petitions with the person performing the duties of City Secretary. (Resolution 354-20 adopted 11/9/2020)

§ 6.04. Filing, Examination and Certification of Petitions.

All papers comprising a petition for initiative or referendum shall be assembled and filed with the City Secretary as one instrument. Within thirty (30) days after the petition is filed, the City Secretary shall determine whether each paper of the petition has a proper statement of the circulator and whether the petition has been signed by a sufficient number of qualified electors and shall hold any petition paper

entirely invalid which does not have attached thereto the statement signed by the circulator thereof. The City Secretary shall certify the result of this examination to the City Council at the next regular meeting after completing review. If the City Secretary shall certify that the petition is insufficient, the certificate shall specify the particulars in which it is defective and shall at once notify in writing the person filing the petition of this finding. A petition may be amended at any time within ten (10) days after a notice of insufficiency has been sent by the City Secretary, by filing a supplementary petition. In such event, the same procedures shall then be followed by the City Secretary and City Council as in the case of the original petition for the same purpose.

(Resolution 354-20 adopted 11/9/2020)

§ 6.05. Council Consideration and Submission to Voters.

When the City Council receives an authorized initiative petition, certified by the City Secretary to be sufficient, the City Council shall either (a) pass the initiated ordinance without amendment within twenty (20) days after the date of the certification to the City Council; or (b) submit the initiated ordinance without amendment to a vote of the qualified voters of the City at a regular or special election to be held on a uniform election date of the State of Texas, but not less than sixty-two (62) days from the date that the City Secretary certifies the submission to the City Council.

When the City Council receives an authorized referendum petition, certified by the City Secretary to be sufficient, the City Council shall reconsider the referred ordinance. If, upon such reconsideration, such ordinance is not repealed, it shall be submitted to the voters of the City at a regular or special election to be held on a uniform election date of the State of Texas, but not less than sixty-two (62) days from the date the City Secretary certifies the submission to the City Council.

Special elections on initiated or referred ordinances shall not be held more frequently than once each six (6) months, and no ordinance on the same subject as an initiated ordinance which has been defeated at any election may be initiated by the voters within two (2) years from the date of such election.

(Resolution 354-20 adopted 11/9/2020)

§ 6.06. Ballot Form and Results of Election.

Ordinances submitted to the electors in accordance with the initiative and referendum provisions of this Charter shall be submitted by ballot title, which shall contain a clear, concise statement, without argument, of the substance of such ordinance. The ballot used shall have below the ballot ~~title~~ the following proposition, one above the other in the order indicated: "FOR THE ORDINANCE" and "AGAINST THE ORDINANCE". Any number of ordinances may be voted on at the same election and may be submitted on the same ballot.

If a majority of electors voting on a proposed initiated ordinance shall vote in favor thereof, it shall thereupon become an ordinance of the City. A referred ordinance which is not approved by a majority of the electors voting thereon shall thereupon be deemed repealed. If conflicting ordinances are approved by the electors at the same election, the one receiving the greatest number of affirmative votes shall prevail to the extent of such conflict.

(Resolution 354-20 adopted 11/9/2020)

§ 6.07. Power of Recall.

The people of the City reserve the power to recall the Mayor or any other member of the City Council and may exercise such power by filing with the City Secretary a petition, signed by qualified voters of the City equal in number to at least twelve and one-half percent (12.5%) of the number of registered voters

residing in the City at the time of the last regular municipal election of the City demanding the removal of the Mayor or other members of the City Council.

The petition shall be signed and verified in the manner required for an initiative petition, shall contain a general statement of the grounds upon which the removal is sought, and one of the signers of each petition paper shall make an affidavit that the statements made therein are true. A separate petition shall be required for each individual intended to be recalled.

(Ordinance 933-08-10, adopted at election of 11/2/10, measure no. 14; Ordinance 1073-09-15, adopted at election of 11/3/15, measure no. 12; Resolution 354-20 adopted 11/9/2020)

§ 6.08. Recall Election.

All papers comprising a recall petition shall be assembled and filed with the City Secretary. Within thirty (30) days after the petition is filed, the City Secretary shall determine its sufficiency and, if found to be sufficient, shall certify this fact to the City Council at its next regular meeting. If a recall petition is found to be insufficient, it may be amended within ten (10) days after notice of such insufficiency by the City Secretary, by filing a supplementary petition. In that event, the same procedures shall then be followed by the City Secretary and the City Council as in the case of an original petition. The finding of insufficiency of a recall petition shall not prejudice the filing of a new petition for the same purpose.

The City Council Member whose removal is sought by a recall petition may, within five (5) days after such petition has been certified and presented to the City Council, request in writing that a public hearing be held to permit him to present facts pertinent to the charges specified in the petition. In this event, the City Council shall order such public hearing to be held not less than five (5) days nor more ~~than~~ fifteen (15) days after receiving such request for a public hearing.

If the City Council Member whose removal is sought does not resign, the City Council shall order a recall election and fix a date for such election, the date of which shall not be less than sixty-two (62) days from the date the petition was submitted to the City Council or from the date of the public hearing if one was held, whichever is later, or at the earliest date thereafter permitted by the Texas Election Code.
(Resolution 354-20 adopted 11/9/2020)

§ 6.09. Recall Ballot.

Ballots used in recall elections shall read as follows: "SHALL (name of person) BE REMOVED FROM THE CITY COUNCIL BY RECALL?" Below such question there shall be printed the following as to each person named:

"FOR THE REMOVAL OF (name of person)"

"AGAINST THE REMOVAL OF (name of person)"

(Ordinance 933-08-10, adopted at election of 11/2/10, measure no. 14; Resolution 354-20 adopted 11/9/ 2020)

§ 6.10. Results of a Recall Election.

If a majority of the votes cast at a recall election is against removal of a Council Member named on the ballot, that member shall continue in office. If a majority of the votes cast at such election are for the removal of the City Council Member named on the ballot, the City Council shall immediately declare the office vacant and such vacancy shall be filled in accordance with the provision of this Charter. Individuals

Commented [MM7]: Changed Verbiage.

removed from office by recall are prohibited from being a candidate in any City election for a period of ~~threetwo (32)~~ years and thirty (30) days from the date of their recall.
(Ordinance 933-08-10, adopted at election of 11/2/10, measure no. 15; Resolution 354-20 adopted 11/9/ 2020)

Commented [MM8]: Proposed Amendment.

§ 6.11. Limitations on Recall.

No recall petition shall be filed against the Mayor or any other Council Member within six (6) months after he first takes office, or within six (6) months after an election for his recall, nor within six (6) months of the end of his term.
(Resolution 354-20 adopted 11/9/2020)

§ 6.12. Failure of the City Council to Call an Election–Initiative, Referendum, or Recall.

If all of the requirements of this Charter have been met and the City Council fails or refuses to receive the initiative, referendum or recall petition, or order such initiative, referendum, or recall election, or discharge any other duties imposed on the City Council by the provisions of this Charter with reference to such initiative, referendum, or recall, then the State District Judge of Medina County Texas, shall discharge any of such duties herein provided to be discharged by the person performing the duties of City Secretary or by the City Council.
(Ordinance 933-08-10, adopted at election of 11/2/10, measure no. 16; Ordinance 1073-09-15, adopted at election of 11/3/15, measure no. 13; Resolution 354-20 adopted 11/9/2020)

**ARTICLE VII
FINANCIAL PROCEDURES****§ 7.01. Fiscal Year.**

The fiscal year of the City shall begin on the first day of October and end on the last day of September on the next succeeding year. Such fiscal year shall also constitute the budget and accounting year.
(Resolution 354-20 adopted 11/9/2020)

§ 7.02. Submission of Budget and Budget Measure.

On or before August 15th of the fiscal year, the City Manager shall submit to the City Council a budget for the ensuing fiscal year and an accompanying budget message. The proposed budget submitted to Council for review will be an itemized budget in accordance with state law.
(Resolution 354-20 adopted 11/9/2020)

§ 7.03. Budget Message.

The City Manager's message shall explain the budget both in fiscal terms and in terms of the work programs. It shall outline the proposed financial policies of the City for the ensuing fiscal year, describe the important features of the budget, indicate any major changes from the current year in financial policies, expenditures and revenues together with the reasons for such changes, summarize the City's debt position and include such other material as the City Manager deems desirable.
(Resolution 354-20 adopted 11/9/2020)

§ 7.04. Budget a Public Record.

In accordance with state law, the proposed budget and all supporting schedules shall be filed with the person performing the duties of City Secretary when submitted to the City Council and shall be open to the public inspection by anyone interested. A notice of availability shall be published in the official newspaper within ten (10) days of the budget being presented to City Council.
(Resolution 354-20 adopted 11/9/2020)

§ 7.05. Public Hearing on Budget.

At the City Council meeting when the budget is submitted, the City Council shall name the date and place of a public hearing and shall have published in the official newspaper of the City, the time and place, which will be not less than the ten (10) days nor more than thirty (30) days after the date of notice. At this hearing, interested citizens may express their opinions concerning items of expenditures, giving their reasons for wishing to increase or decrease any items of expense. Such public hearing shall be held at a separate City Council meeting that takes place prior to the meeting at which the budget is adopted.
(Resolution 354-20 adopted 11/9/2020)

§ 7.06. Proceeding on Adoption of Budget.

After public hearing, the City Council shall analyze the budget, making any additions or deletions which they feel appropriate, and shall, at least ten (10) days prior to the beginning of the next fiscal year, adopt the budget by the affirmative vote of a majority of the City Council. Should the City Council take no final action on or prior to such day, the current budget shall be in force on a month-to-month basis until a new budget is adopted, and new budget must be approved within thirty (30) days of the start of the new fiscal year.
(Ordinance 933-08-10, adopted at election of 11/2/10, measure no. 17; Resolution 354-20 adopted 11/9/

Commented [MM9]: Proposed Change. Commission may want to consider including a time frame in-between the public hearing and the meeting in which the council adopts the budget.

2020)

§ 7.07. Budget, Appropriation and Amount to be Raised by Taxation.

On final adoption, the budget shall be in effect for the budget year. Final adoption of the budget by the City Council shall constitute the official appropriations as proposed by expenditures for the current year and shall constitute the basis of official levy of the property tax as the amount of tax to be assessed and collected for the corresponding tax year. Estimated expenditures will in no case exceed proposed revenue plus cash on hand. Unused appropriations may be transferred back to general funds.
(Resolution 354-20 adopted 11/9/2020)

§ 7.08. Amending the Budget.

Under conditions which may arise and which could not reasonably have been foreseen in the normal process of planning the budget, the City Council may, by the affirmative vote of a majority of the City Council, amend or change the budget to provide for any additional expense in which the general welfare of the citizenry is involved. These amendments shall be by ordinance and shall become an attachment to the original budget.
(Resolution 354-20 adopted 11/9/2020)

§ 7.09. Certification; Copies Made Available.

A copy of the budget, as finally adopted, shall be filed with the person performing the duties of City Secretary and such other places required by state law or as the City Council shall designate. The final budget shall be printed or otherwise reproduced and sufficient copies shall be made available for the use of all offices, agencies, and for the use of interested persons and civic organizations. A notice of availability shall be published in the official newspaper within ten (10) days of the budget being approved by the City Council.
(Resolution 354-20 adopted 11/9/2020)

§ 7.10. Capital Program.

The City Manager shall submit a five (5) year capital program as an attachment to the annual budget. The program as submitted shall include:

- (1) A clear general summary of its contents;
- (2) A list of all capital improvements which are proposed to be undertaken during the five (5) fiscal years succeeding the budget year, with appropriate supporting information as to the necessity for such improvements;
- (3) Cost estimates, method of financing and recommended time schedules for each improvement and
- (4) The estimated annual cost of operating and maintaining the facilities to be constructed or acquired.

The above information may be revised and extended each year with regard to capital improvements still pending or in process of construction or acquisition.

(Resolution 354-20 adopted 11/9/2020)

§ 7.11. Defect Shall Not Invalidate the Tax Levy.

Errors ~~oref~~ defects in the form or preparation of the budget or the failure to perform any procedural requirements shall not nullify the tax levy or the tax rate.
(Resolution 354-20 adopted 11/9/2020)

Commented [MM10]: Change in Verbiage.

§ 7.12. Lapse of Appropriations.

Every appropriation, except an appropriation for a capital expenditure, shall lapse at the close of the fiscal year to the extent that it has not been expended or encumbered. An appropriation for a capital expenditure shall continue in force until the purpose for which it was made has been accomplished or abandoned. The purpose of any such appropriation with the exception of a bond fund, shall be deemed abandoned if three (3) years pass without any disbursement from or encumbrance of the appropriation. Any funds not expended, disbursed or encumbered shall be deemed excess funds.
(Resolution 354-20 adopted 11/9/2020)

§ 7.13. Bonds and Other Evidences of Indebtedness.

The City shall have the right and power to borrow money on the credit of the City and to issue general obligation bonds and other evidences of indebtedness for permanent public improvements or for any other public purpose not prohibited by the Constitution and laws of the State of Texas or the Charter and to issue refunding bonds to refund outstanding bonds and other evidences of indebtedness of the City previously issued by whatever method it may deem to be in the public interest. All such bonds shall be issued in conformity with the laws of the State of Texas.

The City shall further have the power to borrow money for the purpose of constructing, acquiring, improving, extending or repairing of public utilities, recreational facilities or any other self-liquidating municipal function not prohibited by the Constitution and laws of the State of Texas, and to issue revenue bonds to evidence the obligations created thereby. Such bonds shall be a charge upon and payable from the properties, or interest therein pledged, or the income therefrom, or both. The holders of the revenue bonds of the City shall not have the right to demand payment thereof out of monies raised or to be raised by taxation. All such bonds shall be issued in conformity with the laws of the State of Texas. The City shall have the power to borrow money for public improvements in any other manner provided by law, including certificates of obligation as authorized by the Texas Local Government Code. All bonds and evidences of indebtedness of the City having been approved by the Attorney General and registered by the Comptroller of Public Accounts shall thereafter be incontestable in any court or other forum for any reason, and shall be valid and binding obligations of the City in accordance with their terms for all purposes.
(Resolution 354-20 adopted 11/9/2020)

§ 7.14. Emergency Funding.

In any budget year, the City Council may in accordance with state law, by affirmative vote of a majority of the Council Members, authorize the borrowing of money. Notes may be issued which are repayable not later than the end of the current fiscal year.
(Resolution 354-20 adopted 11/9/2020)

§ 7.15. Purchasing.

- (1) The City Council may, by ordinance, give the City Manager general authority to contract for expenditure without further approval of the City Council for all budgeted items not exceeding limits set by the City Council within the ordinance.

- (2) All contracts for expenditures involving more than the limits must be expressly approved in advance by the City Council. All contracts or purchases involving more than the limits set by the City Council shall be awarded by the City Council in accordance with state law.
 - (3) Emergency contracts, as authorized by law and this Charter, may be negotiated by the City Council or City Manager, if given authority by the City Council, without competitive bidding and in accordance with state law. Such emergency shall be declared by (I) the City Manager and approved by the City Council, or (II) the City Council.
- (Resolution 354-20 adopted 11/9/2020)

§ 7.16. Administration of Budget.

- (1) No payment shall be made or obligation incurred against any allotment or appropriation except in accordance with appropriations duly made, unless the City Manager, or the City Manager's designee, first certifies that there is a sufficient unencumbered balance in such allotment or appropriation and that sufficient funds therefor are or will be available to cover the claim or meet the obligation when it becomes due and payable.
 - (2) Any authorization of payment or incurring of obligation in violation of the provisions of this Charter shall be void and any payment so made illegal. Such action shall be cause for removal of any officer who knowingly authorized or made such payment or incurred such payment or obligation, and the officer shall also be liable to The City for any amount so paid.
 - (3) This prohibition shall not be construed to prevent the making or authorizing of payments or making of contracts for capital improvements to be financed wholly or partly by the issuance of bonds, time warrants, certificates of indebtedness or certificates of obligation or to prevent the making of any contract or lease providing for payments beyond the end of the fiscal year, providing that such action is made or approved by ordinance.
 - (4) The City Manager shall submit to the City Council each quarter a report covering the revenues and expenditures of the City in such form as requested by the City Council.
- (Resolution 354-20 adopted 11/9/2020)

§ 7.17. Depository.

All monies received by any person, department or agency of the City for or in connection with the affairs of the City shall be deposited promptly in the City depository or depositories. The City depositories shall be designated by the City Council in accordance with such regulations and subject to the requirements as to security for deposits and interest thereon as may be established by ordinance and state law. Procedures for withdrawal of money or the disbursement of funds from the City depositories shall be prescribed by ordinance.

(Resolution 354-20 adopted 11/9/2020)

§ 7.18. Independent Audits.

At the close of each fiscal year and in accordance with state law, and at such other times as may be deemed necessary, the City Council shall call for an independent audit to be made of all accounts of the City by a certified public accountant. No more than five (5) consecutive annual audits shall be completed by the same firm. The certified public accountant selected shall have no personal interest, directly or indirectly in the financial affairs of the City or any of its officers. The report of audit, with the auditor's recommendations, will be made to the City Council. Upon completion of the audit the summary shall be

published immediately in the official newspaper of the City and copies of the audit placed on file in the office of the person performing the duties of City Secretary, as public record.
(Resolution 354-20 adopted 11/9/2020)

§ 7.19. Tax Administration.

- (1) The City Council may establish a Department of Taxation to assess and collect taxes. If the Council establishes such a Department, the Director of which shall be the City Tax Assessor and Collector shall be appointed by the City Council. The Tax Assessor and Collector shall provide a bond with such sureties and in such amount as the City Council may require. The City shall pay the premiums on such bond. The City Council may provide for such services by contract.
- (2) The City Council shall have the power, and is hereby authorized, to levy, assess, and collect annual taxes not to exceed the maximum limit set by the Constitution and laws of the State of Texas, as they now exist or as they may be amended, on each one hundred dollars (\$100.00) assessed valuation of all property having a location within the corporate limits of the City and not exempt from taxation by the Constitution and laws of the State of Texas.
- (3) All taxes due the City shall be payable at the office of the City Assessor and Collector and may be paid at any time after the tax rolls for the year have been completed and approved, which completion and approval shall be not later than October 1st. Taxes shall be paid before February 1st of each year succeeding the year for which the taxes are levied. All such taxes not paid prior to such date shall be deemed delinquent and shall be subject to such penalty and interest as may be provided by law.
- (4) Failure to levy and assess taxes through omission in preparation of the approved tax rolls shall not relieve the person, firm or corporation so omitted from the obligation to pay such current or past due taxes shown to be payable by recheck of the rolls and receipts for the years in question, unless otherwise provided by law.

(Resolution 354-20 adopted 11/9/2020)

§ 7.20. Tax Liens, Liabilities and Suits.

- (1) All property having its location in the City on January 1st of each year shall stand charged with a lien in favor of the City from said date for the taxes due thereon. The lien provided hereby shall be superior to all other liens except other tax liens, regardless of when such other liens were created. All persons purchasing any of said property on or after January 1st in any year shall take the property subject to the lien herein provided. In addition to the lien herein provided on January 1st on any year, the owner of property subject to taxation by the City shall be personally liable for the taxes due thereon for such year.
- (2) The City shall have the power to sue for and recover personal judgment for taxes without foreclosure, or to foreclose its lien or liens, or to recover both personal judgment and foreclosure. In such suit where it appears that the description of any property in the City assessment rolls is insufficient to identify such property, the City shall have the right to plead a good description of the property to be assessed, to prove the same, and to have its judgment foreclosing the tax lien and/or for personal judgment against the owner for such taxes as such ownership and property appears on the certified tax roll.

(Resolution 354-20 adopted 11/9/2020)

ARTICLE VIII
BOARDS AND COMMISSIONS

§ 8.01. Authority, Composition and Procedures.

- (1) The City Council shall create, establish or appoint, as may be required by the laws of the State of Texas or this Charter, or deemed desirable by the City Council, such boards, commissions and committees as it deems necessary to carry out the functions and obligations of the City. The City Council shall, by ordinance or resolution, prescribe the purpose, composition, function, duties, accountability and tenure of each board, commission and committee where such are not prescribed by law or this Charter. Members of such boards, commissions, and committees shall serve staggered terms of three (3) years for no more than three (3) consecutive terms except as otherwise provided by this Charter or state law.
 - (2) Individuals who are qualified voters and residents of the City, with no more than one member from the City's Extraterritorial Jurisdiction (ETJ), may be appointed by the City Council, if allowed by state law, to serve on one (1) or more boards, commissions or committees, if allowed by state law. Where not prohibited by state law, and in addition to appointing individuals who are qualified voters and residents of the City, the City Council may appoint one individual who resides in the City's Extraterritorial Jurisdiction (ETJ) to serve on each board, commission, or committee; however, no more than one member of any single board, commission, or committee may reside in the ETJ. Such appointees shall serve at the pleasure of the City Council and may be removed at the discretion of the City Council. Except as otherwise provided in this Charter members of any such board, commission or committee shall serve without compensation but may be reimbursed for actual expenses as approved by the City Council.
 - (3) All boards, commissions or committees of the City shall keep and maintain minutes of any proceedings held and shall submit them to the City Secretary to provide a copy to the City Council following the meeting at which they are approved.
 - (4) Unless authorized by state law, no officer or employee of the City nor any person who holds a compensated appointive position with the City shall be appointed to any board, commission or committee created or established by this Charter other than in an advisory capacity.
 - (5) Unless specified otherwise by a previous ordinance, any member of a board, commission or committee who is absent from three (3) consecutive regular meetings, or twenty-five percent (25%) of regularly scheduled meetings during the twelve month (12 month) period immediately preceding and including the absence in question, without explanation acceptable to a majority of the other members, shall forfeit his/her position on the board, commission or committee.
- (Resolution 354-20 adopted 11/9/2020)

Commented [MM11]: 3 year terms

Commented [MM12]: Shall or may - Does the commission want to mandated three year terms or provide the option of three year terms.

Commented [MM13]: Proposed Amendment.
Commission to confirm change at up coming meeting.

Commented [MM14]: There was a question as to whether nonresidents and/or non residents business owners can serve on city boards, commissions, and committees. State law generally does not prohibit nonresidents from serving on municipal boards or commissions unless a specific state law or ordinance requires residency. For example, state law establishes two-year terms for members of Boards of Adjustment but does not mandate residency. However, some boards—such as certain types of economic development corporations or civil service commissions—do have residency requirements set by state law. In most other cases, the authority to establish qualifications, including residency, is left to individual cities through their charter or local ordinances.

When nonresidents serve on city boards, it may raise considerations such as representation, accountability, and potential conflicts of interest. There may also be questions about how well nonresidents can reflect community perspectives or how their involvement is perceived by the public. These factors are often evaluated by cities when determining eligibility criteria for board or commission service.

**ARTICLE IX
PLANNING AND ZONING COMMISSION**

§ 9.01. Organization.

- (1) There is hereby established a Planning and Zoning Commission (the "Commission") which shall consist of at least seven (7) members who shall be appointed by the City Council to staggered terms of ~~three~~^{two} (32) years and shall be governed in accordance with the zoning ordinance which is in effect at the time of the adoption of this Charter. The Commission members shall be qualified City voters and residents of the City. Any vacancy occurring during the unexpired term of a member shall be filled by the City Council for the remainder of the unexpired term. Each January, the Commission shall elect from its members a Chairman, Vice Chairman, and Secretary to serve for one (1) year. Members of the Commission may be removed, without cause, by an affirmative vote of a majority of the City Council.
- (2) The Commission shall keep minutes of its proceedings which shall be of public record. Minutes will be recorded by the Commission Secretary. The Commission shall receive such compensation as is determined by the City Council and may be reimbursed for actual expenses as approved by the City Council.

(Ordinance 911-03-09 adopted 5/4/09; Ordinance 933-08-10, adopted at election of 11/2/10, measure no. 18, 19; Resolution 354-20 adopted 11/9/2020)

§ 9.02. Duties and Powers.

- (1) The Commission shall be responsible to and act as an advisory board to the City Council. The Commission shall:
 - (A) Review all current and proposed ordinances and amendments pertaining to planning and zoning and make recommendations to the City Council for action to be taken;
 - (B) Make proposals to the City Council to amend, extend and add to the Comprehensive Master Plan of the City;
 - (C) If requested by the City Council, a monthly report shall be made in person by a member of the Commission to the City Council;
 - (D) Review master plans, subdivision plats, annexation, and zoning requests and make recommendations to the City Council for final adoption of same;
 - (E) Review and make recommendations to the City Council regarding Land Use Assumptions as required; and
 - (F) Perform such other functions as may be duly delegated by the City Council.
- (2) The Commission shall have full power to:
 - (A) Exercise the authority of the Commission as provided by state law, this Charter and City ordinances;
 - (B) Administer rules and recommendations pertaining to subdivisions and to platting in territories within the City limits and its extraterritorial jurisdiction; and
 - (C) Make reports and recommendations relating to the Comprehensive Master Plan and

Commented [MM15]: Proposed Amendment to reflect three year term.

development of the City.

- (3) A vote of Four (4) Council Members is required to overrule a recommendation of the Commission that a proposed zoning amendment, supplement or change, or change to a regulation or boundary be denied. Upon the election of an individual to City Council Place 6 but before the election of an individual to City Council Place 7, a vote of Five (5) Council Members is required to overrule a recommendation of the Commission that a proposed zoning amendment, supplement or change, or change to a regulation or boundary be denied. Upon the election of an individual to City Council Place 7, a vote of Six (6) Council Members is required to overrule a recommendation of the Commission that a proposed zoning amendment, supplement or change, or change to a regulation or boundary be denied.

(Ordinance 1073-09-15, adopted at election of 11/3/15, measure no. 14; Resolution 354-20 adopted 11/9/2020)

§ 9.03. Procedures.

- (1) The Planning and Zoning Commission procedures shall be governed by the provisions of the City Zoning Ordinance and Texas State Law.
- (2) Should any person on the Commission have a conflict of interest, pursuant to any state laws and/or City ordinances regulating conflicts of interest of municipal officers, with an agenda item then before the Commission, he/she shall openly declare same before discussion proceeds, and he/she is thereby prohibited from discussing the item or voting on the question, and is not considered as present and voting for the purposes of the tally.
- (3) Should any person on the Commission choose to abstain from voting on any question before the Commission, where no conflict of interest exists, the person's vote shall be recorded as an abstention vote in the official minutes of the meeting.

(Resolution 354-20 adopted 11/9/2020)

§ 9.04. The Comprehensive Master Plan: Procedure and Legal Effect.

- (1) The existing Comprehensive Master Plan contains recommendations for the growth, development and beautification of the City and its extraterritorial jurisdiction. The Comprehensive Master Plan shall be reviewed every five (5) years. Additions to and amendments of the Comprehensive Master Plan shall be by ordinance or resolution in accordance with Texas State Law.
- (2) Following the adoption by the City Council of the Comprehensive Master Plan, and any revisions thereto, it shall serve as a guide to all future City Council action concerning land use and development regulations and expenditures for capital improvements. Any proposal which deviates from the Comprehensive Master Plan shall not be authorized until and unless the location and extent thereof shall have been submitted to and approved by the Commission. In case of denial, the Commission shall communicate its reasons to the City Council, which shall have the power to overrule such denial with a vote of a majority of the full Council membership, and upon such overruling, the City Council or the appropriate office, department or agency shall have authority to proceed.

(Ordinance 1073-09-15, adopted at election of 11/3/15, measure no. 15; Resolution 354-20 adopted 11/9/2020)

Commented [MM16]: Proposed Amendment.

**ARTICLE IX-A
BOARD OF ADJUSTMENT**

§ 9A.01. Organization.

There is hereby established a Board of Adjustment to be composed of no fewer than five (5) regular members who shall be qualified electors of the City. Alternate members may be appointed by the City Council.

(Ordinance 1073-09-15, adopted at election of 11/3/15, measure no. 16; Resolution 354-20 adopted 11/9/2020)

§ 9A.02. Procedure.

The Board shall elect a chairman from among its members to preside at meetings. Four (4) members of the Board shall constitute a quorum for the conduct of business. However, 75% of the membership of the board must hear, and a concurring vote of 75% of the membership is necessary to:

- (1) reverse an order, requirement, decision, or determination of an administrative official;
- (2) decide in favor of an applicant on a matter on which the board is required to pass under a zoning ordinance; or
- (3) authorize a variation from the terms of a zoning ordinance.

(Ordinance 1073-09-15, adopted at election of 11/3/15, measure no. 16; Resolution 354-20 adopted 11/9/2020)

§ 9A.03. Duties and Powers.

The Board of Adjustment shall have the powers and duties as indicated in this section, and by Section 211.008, Texas Local Government Code, as now or hereafter amended.

(Ordinance 1073-09-15, adopted at election of 11/3/15, measure no. 16; Resolution 354-20 adopted 11/9/2020)

§ 9A.04. Appeal from Decision of Board.

Any person aggrieved by any decision of the Board of Adjustment, or any officer, department or other board or commission of the City, may appeal the decision or action of the Board of Adjustments by filing a petition for same in a court of competent jurisdiction, setting forth that such decision is illegal in whole or in part, and specifying the grounds for the alleged illegality. Such petition shall be filed with the court within ten (10) days from the day the Board renders its decision, and not thereafter. The official day of Board decision shall be the day that the minutes, of the meeting in which the Board considered the appeal, are filed with the City Secretary. The time period set forth herein shall be deemed jurisdictional.

(Ordinance 1073-09-15, adopted at election of 11/3/15, measure no. 16; Resolution 354-20 adopted 11/9/2020)

Commented [MM17]: State law provides terms of two year for members of the BOA.

**ARTICLE X
UTILITY AND PUBLIC SERVICE FRANCHISES AND LICENSES**

§ 10.01. Authority.

- (1) The ownership, right of control and use of streets, highways, alleys, parks, public places, rights-of-way and all other real property of the City is hereby declared to be inalienable to the City. No entity or individual shall have the right to occupy such public property without the express permission of and under an express written agreement with the City concerning such occupancy. Utilities and/or public utilities shall only be granted the right to occupancy under the terms of a franchise agreement with the City. All grants, removals, extensions or amendments of public utility franchises on, under or beneath such public places shall be the right of the Council. The City may, by ordinance, sell, lease, transfer or otherwise alter its control and use of such public properties, in accordance with the provisions of this Charter.
- (2) The City shall have the power to buy, own, sell, construct, lease, maintain, operate and regulate public services and utilities and to manufacture, distribute and sell the output of such services and utility operations. The City shall not supply any utilities service outside the City limits, except by a written contract. The City shall have such regulatory and other power as may now or hereafter be granted under the Constitution and laws of the State of Texas.

(Resolution 354-20 adopted 11/9/2020)

§ 10.02. Ordinance Granting Franchise.

No franchise shall be granted for a term of more than twenty (20) years from the date of the grant, renewal or extension of any franchise.

(Resolution 354-20 adopted 11/9/2020)

§ 10.03. Transfer of Franchise.

No public service or utility franchise is transferable, except with the approval of the City Council. However, the franchisee may pledge franchise assets as security for a valid debt or mortgage.

(Resolution 354-20 adopted 11/9/2020)

§ 10.04. Franchise Value Not to be Allowed.

Franchises granted by the City are of no value in fixing rates and charges for public services or utilities within the City and in determining just compensation to be paid by the City for property which the City may acquire by condemnation or otherwise.

(Resolution 354-20 adopted 11/9/2020)

§ 10.05. Right of Regulation.

In granting, amending, renewing and extending public service and utility franchises, the City reserves unto itself all the usual and customary rights, including, but not limited to, the following rights:

- (1) To repeal the franchise by ordinance for failure to begin construction or operation within the time prescribed, or for failure to comply with terms of the franchise;
- (2) To require all extensions of service within the City limits to become part of the aggregate property of the service and operate subject to all obligations and reserved rights contained in this Charter. Any

such extension is considered part of the original grant and terminable at the same time and under the same conditions as the original grant;

- (3) To require expansion and extension of facilities and services and to require maintenance of existing facilities to provide adequate service at the highest level of efficiency;
 - (4) To require reasonable standards of service and quality of product and prevent rate discrimination;
 - (5) To impose reasonable regulations and restrictions to insure the safety and welfare of the public;
 - (6) To examine and audit accounts and records and to request annual reports on local operations of the public service or utility;
 - (7) To require the franchisee to restore, at franchisee's expense, all public or private property to a condition as good as or better than before disturbed by the franchisee for construction, repair or removal;
 - (8) To require the franchisee to furnish to the City, from time to time within a reasonable time following request of the City, at franchisee's expense a general map outlining current location, character, size, length, depth, height and terminal of all facilities over and under property within the City and its extraterritorial jurisdiction;
 - (9) To require compensation, rent or franchise fees to be paid to the City as may be permitted by the laws of the State of Texas; and
 - (10) Any other authority to regulate utilities and franchises in accordance with the laws of the State of Texas.
- (Resolution 354-20 adopted 11/9/2020)

§ 10.06. Regulation of Rates.

- (1) The City Council has the power to fix and regulate the rates, tariffs, and charges of all utilities and public services, consistent with state statutes.
 - (2) If not satisfied with the sufficiency of evidence, the City Council may hire rate consultants, auditors and attorneys to investigate and, if necessary, litigate requests for rate changes, the expense of which shall be reimbursed to the City by the franchisee.
- (Resolution 354-20 adopted 11/9/2020)

§ 10.07. Licenses.

The City shall have the power to license, levy and collect fees in order to license any lawful business, occupation or calling subject to control pursuant to the police powers of the State of Texas and/or for any other purpose not contrary to the Constitution and laws of the State of Texas.

(Resolution 354-20 adopted 11/9/2020)

ARTICLE XI GENERAL PROVISIONS

§ 11.01. Severability.

~~If any section or part of this Charter is held invalid by a court of competent jurisdiction, such holding shall not invalidate or impair the validity, force or effect of any other section or part of this Charter. If any section or provision of this Charter is found and held to be invalid by a court of competent jurisdiction, such determination shall not affect the validity, force, or effect of the remaining sections or provisions of this Charter.~~

(Resolution 354-20 adopted 11/9/2020)

Commented [MM18]: Proposed Amendment. The meaning remains the same is reworded for easier understanding as requested by the Commission.

§ 11.02. Wording Interpretation.

The gender of the wording throughout this Charter shall always be interpreted to mean either sex. All singular words shall include the plural and all plural words shall include the singular. All references to the state law or laws of the State of Texas, however expressed in this Charter, shall mean “as presently enacted or as may be amended or superseded.” The use of the word “City” in this Charter shall mean the City of Hondo, Texas, and the use of the word “Charter” shall mean this Home Rule Charter. The term “qualified voter” shall mean a resident of the City who is duly registered to vote in City elections.

(Resolution 354-20 adopted 11/9/2020)

§ 11.03. Amendment of Charter.

- (1) Amendments to this Charter may be framed and submitted to the qualified voters of the City in the manner provided by the Constitution and the laws of the State of Texas; but, the Charter may not be amended more often than once every two (2) years, as provided by the Texas Constitution.
- (2) A petition to amend the Charter in accordance with Section 9.004, Texas Local Government Code, must comply with the requirements and provisions of Section 6.03 relating to petitions for initiative, referendum and recall.

(Ordinance 1073-09-15, adopted at election of 11/3/15, measure no. 17; Resolution 354-20 adopted 11/9/2020)

§ 11.04. Charter Review Commission.

- (1) ~~Within the first two (2) years after the adoption of this Charter the Council shall may appoint a Charter Review Commission in accordance with this Section every fifth (5th) year following the date on which the Charter was initially amended. If Council does not appoint a Charter Commission, on the fifth year after initial adoption of the Charter and every five (5) years thereafter, the Council shall appoint a Charter Review Commission.~~ Except as otherwise provided in this Charter, each appointment of the Charter Review Commission shall be a registered voter of the City prior to the appointment, for at least twelve (12) months preceding the appointment. Commission members shall serve without compensation and shall not be employed by or hold any other position in the City government, in addition to any other requirements prescribed by the Council, members shall maintain the qualification established by this section while in office. No member of the commission shall remain in this position after being elected or appointed to a City office.

Commented [MM19]: Proposed Amendment. Commission wanted to reword this provisions to remove language reflecting the review following the initial adoption of the charter and to simply reflect the charter shall be reviewed every 5 years.

- (2) The Charter Review Commission shall consist of at least fifteen (15) citizens of the City who shall:
 - (A) Inquire into the operation of the City government under the Charter and determine whether any provisions require revision. To this end, public hearings may be held. The Commission may compel the attendance of any officer or employee of the City and require submission of any City records; and

- (B) Propose any recommendations it deems desirable to insure compliance with the Charter of the City government.
- (3) The City Council shall receive and have published in the official newspaper of the City a comprehensive summary of the report presented by the Charter Review Commission, shall consider any recommendations made, and may order any amendments suggested to be submitted to the voters of the City in the manner provided by state law.
- (4) The term of office of the Charter Review Commission shall be for not more than six (6) months, at the end of which time a report shall be presented to the City Council and all records of proceedings of the Charter Review Commission shall be filed with the City Secretary and become a public record.
(Ordinance 912-03-09 adopted 5/4/09; Resolution 354-20 adopted 11/9/2020)

ARTICLE XII LEGAL PROVISIONS

§ 12.01. Annexation - Extensions of Boundaries.

The boundaries of the City may be enlarged and extended by the annexation of additional territory, irrespective of size and configuration, by the methods hereinafter set forth:

- (1) The City Council shall have the power by ordinance to fix the boundaries of the City of Hondo. Without limiting the previous sentence, this power includes the ability to annex and to disannex territory, when permitted, to the extent, in the manner, and subject to any restrictions or limitations, provided by the constitution and laws of the State of Texas.
- (2) The extraterritorial jurisdiction boundaries may be extended by the Council as provided by state law. (Ordinance 933-08-10, adopted at election of 11/2/10, measure no. 20; Resolution 354-20 adopted 11/9/2020)

§ 12.02. Disannexation.

The City Council may disannex territory within the City's corporate limits in accordance with the procedures set forth in this Charter, provided they do not conflict with the procedural requirements of state law. Whenever in the opinion of the City Council, there exists within the corporate limits of the City a territory not suitable or necessary for City purposes the City Council may disannex said territory as part of the City by ordinance after a public hearing on the issue; however, any territory so disannexed shall be liable for its pro rata share of any debts incurred while it was a part of the city, and the city shall continue to levy and collect taxes on the property within said territory until indebtedness has been discharged. (Ordinance 933-08-10, adopted at election of 11/2/10, measure no. 21; Ordinance 1073-09-15, adopted at election of 11/3/15, measure no. 19; Resolution 354-20 adopted 11/9/2020)

Commented [MM20]: Proposed Amendment. Reference to State law.

"A home-rule municipality may disannex an area in the municipality according to rules as may be provided by the charter of the municipality and not inconsistent with the procedural rules prescribed by this chapter." [Tex. Loc. Gov't Code § 43.142](#)

§ 12.03. Assignment, Execution and Garnishment.

- (1) Property, real and personal, belonging to the City shall not be liable to be sold or appropriated under any writ of execution or cost bill. Funds belonging to the City in the hands of any person, firm or corporation, shall not be liable to garnishment, attachment or sequestration; nor shall the City be liable to garnishment, attachment or sequestration; nor shall the City be liable to garnishment on account of any debt it may owe or funds or property it may have on hand owing to any person. Neither the City nor any of its officers or agents shall be required to answer any such writ of garnishment on any account whatsoever.
- (2) The City shall not be obligated to recognize any assignment of wages or funds by its employees, agents or contractors, except as provided by the laws of this State or the United States of America. (Resolution 354-20 adopted 11/9/2020)

§ 12.04. Security and Bond.

It shall not be necessary in any action, suit or proceeding in which the City is a party for any bond, undertaking or security to be demanded or executed by or on behalf of the City. All such actions shall be conducted in the same manner as if such bond, undertaking or security had been given as required by law. (Resolution 354-20 adopted 11/9/2020)

§ 12.05. Notice of Claim.

The City shall not be held liable on account of any claim for the death of any person or injuries to any

person or damage to any property unless the person making such complaint or claiming such damages shall, within ninety (90) days after the time at which it is claimed such damages were inflicted upon such person or property, file with the City a written statement, under oath, stating the nature and character of such damages or injuries, the extent of the same, the place where same happened, the circumstances under which same happened and the condition causing same, with a detailed statement of each item of damages and the amount thereof, giving a list of any witnesses known by affiant to have seen the accident.
(Resolution 354-20 adopted 11/9/2020)

§ 12.06. Power to Settle Tax Claims.

The City Council shall have the power to settle suits by the City to recover delinquent taxes.
(Resolution 354-20 adopted 11/9/2020)

§ 12.07. Service of Process Against the City.

All legal process against the City shall be served upon either the Mayor, City Manager or City Secretary. (Resolution 354-20 adopted 11/9/2020)

§ 12.08. Judicial Notice.

This Charter shall be deemed a public act, may be read in evidence without pleading or proof, and judicial notice shall be taken thereof in all courts and places.
(Resolution 354-20 adopted 11/9/2020)

§ 12.09. Pending Matters.

All rights, claims, actions, orders, contracts and legal or administrative proceedings shall continue, except as modified pursuant to the provisions of this Charter, and, in each case, shall be maintained, carried on or dealt with by the City department, office or agency appropriate under this Charter.
(Resolution 354-20 adopted 11/9/2020)

§ 12.10. Property Not Exempt From Special Assessments.

No property of any kind, by whomsoever owned or held or by whatsoever institution, agency, political subdivision or organization, owned or held, whether in trust or by non-profit organization, or corporation, or by foundation, or otherwise, (except property of the City), shall be exempt in any way from any of the special taxes, charges, levies and assessments, authorized or permitted by this Charter, for local improvements, for the public welfare in accordance with Texas State Law.
(Resolution 354-20 adopted 11/9/2020)

§ 12.11. City Council May Require Bonds.

In addition to any provisions contained herein, the City Council may require any City official, department director, or City employee, before entering upon his/her duties, to execute a good and sufficient bond with a surety company doing business in the State of Texas and approved by the City Council. The City shall pay the premium of such bond.
(Resolution 354-20 adopted 11/9/2020)

§ 12.12. Disaster Clause.

In case of disaster when a legal quorum of the elected City Council cannot otherwise be assembled due to

multiple deaths or injuries, the surviving persons of the City Council, or highest surviving City official, if no elected official remains, must, within twenty-four (24) hours of such disaster, request the City Manager and the County Judge of Medina County to appoint a commission to act during the emergency and call a City election within thirty (30) days of such disaster, or as provided in the Texas Election Code, for election of a required quorum, if for good reasons it is known a quorum of the present City Council will never again meet. (Resolution 354-20 adopted 11/9/2020)

§ 12.13. Construction of Charter.

This Charter is a general grant of powers and is not to be interpreted as limiting in any way. (Resolution 354-20 adopted 11/9/2020)

§ 12.14. Regulation of Alcohol.

The sale of liquor is prohibited in all residential sections or areas of the City, as designated by any zoning ordinance or Comprehensive Master Plan of the City. The City Council may enact any and all other regulations regarding the sale, consumption, distribution, etc. of alcoholic beverages, as permitted by law. (Ordinance 933-08-10, adopted at election of 11/2/10, measure no. 22; Ordinance 1073-09-15, adopted at election of 11/3/15, measure no. 20; Resolution 354-20 adopted 11/9/2020)

**ARTICLE XIII
TRANSITIONAL PROVISIONS**

§ 13.01. Effective Date.

If this Charter is approved by a majority of the qualified voters, it shall become the Charter of the City of Hondo on the date the Council entered an order in the records of the City declaring that the Charter is adopted, as prescribed by state law.

(Resolution 354-20 adopted 11/9/2020)

§ 13.02. Continuation of Elective/Appointive Offices.

Upon adoption of this Charter, the present persons filling elective offices on the City Council will continue to fill those offices for the terms for which they were elected. Persons who, on the date this Charter is adopted, are filling appointive positions with the City which are retained under this Charter, may continue to fill those positions for the term for which they were appointed, unless removed by the City Council or by other means provided in this Charter.

(Resolution 354-20 adopted 11/9/2020)

§ 13.03. Continuation of Operation.

All City ordinances, rules and regulations in force at the time of adoption of this Charter and not in conflict with it shall remain in force until altered, amended or repealed by the Council. All rights of the City under existing franchises and contracts are preserved in full force and effect. Any ordinances, rules or regulations inconsistent with this Charter are repealed as of the date of adoption of the Charter.

(Resolution 354-20 adopted 11/9/2020)

§ 13.04. Officers and Employees.

Except as specifically provided, nothing in this Charter shall affect or impair the rights or privileges of persons who are City officers or employees at the time of its adoption. Upon adoption of this Charter, the persons presently serving as the City Administrator shall be deemed to be the City Manager, subject to the provisions of this Charter.

(Resolution 354-20 adopted 11/9/2020)

**ARTICLE XIV
CODE OF ETHICS AND NEPOTISM**

§ 14.01. Code of Ethics.

The City Council shall adopt a Code of Ethics governing the City Council and all City employees which shall include but not be limited to, the following: wrongful influence, wrongful interference, employees' political activities, penalties, conflict of interest, acceptance of gifts, conduct of members and confidential information.

The City Council shall comply with all state laws regarding conflict of interest. The City Council shall adopt a Code of Ethics within 180 days of the effective date of this Charter. The City Council shall review the Code of Ethics every five (5) years.

(Ordinance 933-08-10, adopted at election of 11/2/10, measure no. 23; Resolution 354-20 adopted 11/9/ 2020)

§ 14.02. Nepotism.

All members of the City Council, and all officers and employees of the City, shall be subject to and shall comply with the provisions of general state law regarding nepotism, including but not limited to Chapter 573 of the Texas Government Code. The City Council shall provide, by ordinance, regulations and procedures for the implementation and enforcement of said Chapter.

~~In addition, no person related within the first degree by affinity or consanguinity to the Mayor or any Council Member or the City Manager shall be employed by or contracted with for the City. This shall not apply to any person employed by the City prior to the person related in the above degree filing to run for elective office or being nominated for an appointment.~~ Nothing in this Section shall prohibit the Council from adopting a more restrictive ordinance.

(Ordinance 1073-09-15, adopted at election of 11/3/15, measure no. 21; Resolution 354-20 adopted 11/9/ 2020)

Commented [MM21]: Proposed Amendment.