



REGULAR CITY COUNCIL MEETING
September 22, 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 September 22, 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/aetaajdf64jalxx2009a>. 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.

PRESENTATIONS

6. **RECOGNIZE AND PRESENT GIFT TO JOHN E. VILLA FOR HIS PUBLIC SERVICE RENDERED AS A CITY COUNCIL MEMBER. (MAYOR MCANELLY)**
7. **RECOGNIZE AND PRESENT CERTIFICATE TO SCHOOL RESOURCE OFFICER RUIZ (CHIEF SOZA)**
8. **RECOGNIZE AND PRESENT CERTIFICATE TO PEERLESS EQUIPMENT STAFF (CHIEF SOZA)**

CONSENT

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

9. **CONSIDERATION AND APPROVAL TO AUTHORIZE THE CITY MANAGER TO EXECUTE THE FIRST ONE-YEAR RENEWAL OPTION OF THE CONTRACT WITH TXN DEPOSITORY BANK, IN ACCORDANCE WITH THE ORIGINAL THREE-YEAR AGREEMENT SET TO EXPIRE ON OCTOBER 31, 2025. (CHRIS HILL, CHIEF FINANCE OFFICER & JOHN NARON, CITY MANAGER)**
10. **CONSIDERATION AND APPROVAL OF THE CITY OF HONDO 2040 VISION STATEMENT. (UCHE ECHEOZO, DEVELOPMENT SERVICES MANAGER)**
11. **CONSIDERATION AND APPROVAL OF AMENDMENT TO FREESE & NICHOLS PROFESSIONAL SERVICES AGREEMENT AS REQUESTED BY TEXAS DEPARTMENT OF EMERGENCY MANAGEMENT FOR FEMA PROJECT CITY OF HONDO STORMWATER MASTER PLAN. CHRIS HILL, CHIEF FINANCE OFFICER & JOHN NARON, CITY MANAGER)**

OTHER BUSINESS

12. **DISCUSS AND CONSIDER ACTION ON AUTHORIZING THE PUBLIC WORKS WATER DIVISION TO PURCHASE A 2025 GMC 1500 TRUCK. (RENE SAENZ, PUBLIC WORKS DIRECTOR)**
13. **DISCUSS AND CONSIDER POSSIBLE ACTION TO APPROVE AN AGREEMENT WITH S.O.S. WATER SOLUTIONS FOR A LEAD AND COPPER SERVICE LINE VERIFICATION AS REQUIRED BY TCEQ AND EPA. (RENE SAENZ, PUBLIC WORKS DIRECTOR)**
14. **PUBLIC HEARING ON CREATING A NEW ZONING DISTRICT, TO BE NAMED R4 - RESIDENTIAL 4, WHICH WOULD ALLOW FOR THE PLACEMENT OF MANUFACTURED HOMES AND INCLUDE RELATED DEVELOPMENT STANDARDS.**

A. OPEN PUBLIC HEARING.

B. STAFF PRESENTATION. (UCHE ECHEOZO, DEVELOPMENT SERVICES MANAGER)

C. PUBLIC COMMENTS. (LIMITED TO 3 MINUTES PER PERSON)

D. ADJOURN PUBLIC HEARING.

E. DISCUSS AND CONSIDER ACTION ON CREATING A NEW ZONING DISTRICT, TO BE NAMED R₄ - RESIDENTIAL 4.

15. **DISCUSS AND CONSIDER ACTION ON AUTHORIZING THE CITY MANAGER TO ENTER INTO A MASTER AGREEMENT WITH I₃ SOFTWARE AND SERVICES LLC FOR MUNICIPAL COURT PAYMENT AND COLLECTIONS SOFTWARE. (JOHN NARON, CITY MANAGER)**
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 September 16, 2025 at 5:00 p.m.

ATTEST:

/s/ Rebekah Dolphus

Rebekah Dolphus
City Secretary

The City Council of the City of Hondo reserves the right to convene in Executive Session in accordance with the Texas Open Meetings Act, Texas Government Code: Section 551.071 (Consultations with Attorney), Section 551.072 (Deliberations about Real Property), Section 551.074 (Personnel Matters), Section 551.076 (Deliberations about Security Devices), or Section 551.087 (Deliberations Regarding Economic Development Negotiations) on any of the above items.

NOTICE OF ASSISTANCE AT PUBLIC MEETINGS

The City of Hondo City Council Meetings is available to all persons regardless of disability. If you require special assistance, contact the City Secretary forty-eight (48) hours prior to the meeting time at 830-426-3378.



City Council Communication

Title: RECOGNIZE AND PRESENT GIFT TO JOHN E. VILLA FOR HIS PUBLIC SERVICE RENDERED AS A CITY COUNCIL MEMBER. (MAYOR MCANELLY)

Date: September 22, 2025 ***From:***

INFORMATION:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

None

STAFF CONTACTS:



City Council Communication

Title: RECOGNIZE AND PRESENT CERTIFICATE TO SCHOOL RESOURCE OFFICER RUIZ (CHIEF SOZA)

Date: September 22, 2025 ***From:***

INFORMATION:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

None

STAFF CONTACTS:



City Council Communication

Title: RECOGNIZE AND PRESENT CERTIFICATE TO PEERLESS EQUIPMENT STAFF (CHIEF SOZA)

Date: September 22, 2025 **From:**

INFORMATION:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

None

STAFF CONTACTS:



City Council Communication

Title: CONSIDERATION AND APPROVAL TO AUTHORIZE THE CITY MANAGER TO EXECUTE THE FIRST ONE-YEAR RENEWAL OPTION OF THE CONTRACT WITH TXN DEPOSITORY BANK, IN ACCORDANCE WITH THE ORIGINAL THREE-YEAR AGREEMENT SET TO EXPIRE ON OCTOBER 31, 2025.
(CHRIS HILL, CHIEF FINANCE OFFICER & JOHN NARON, CITY MANAGER)

Date: September 22, 2025 ***From:*** Chris Hill, Chief Finance Officer, John Naron, City Manager

INFORMATION:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

1. TXN Hondo Banking Contract Signed
2. TXN Exhibit B

STAFF CONTACTS:

**BANK DEPOSITORY CONTRACT
CITY OF HONDO AND TXN BANK**

This DEPOSITORY CONTRACT is made and entered into on the date last herein written by and between City of Hondo, Texas hereinafter called "DEPOSITOR", and TXN Bank, a national banking association, organized under the laws of the United States and authorized by law to do banking business in Texas and now conducting such business in Medina County, Texas, hereinafter called "BANK", and is as follows:

I

DEPOSITOR, through action of its city council, hereby designates TXN Bank as a depository for the period beginning November 1, 2022 and continuing through October 31, 2025. This shall be a three-year contract, with two one-year renewal options.

II

DEPOSITOR hereby designates BANK as custodian of all securities pledged as depository collateral in accordance with the City's Investment Policy and state law with the understanding that BANK holds its repurchase collateral in a separate pledge account with the Federal Home Loan Bank of Dallas and that BANK uses the Federal Reserve Bank and the Federal Home Loan Bank of Dallas as third-party collateral custodians (referred to herein, jointly or severally, as "TRUSTEE"). BANK agrees to comply current FDIC and state rules regarding pledged collateral and will cause "TRUSTEE", to hold in trust, according to the terms and conditions of the Federal Reserve/Federal Home Loan Bank of Dallas, the collateral and substitute collateral.

III

During the term of this Depository Contract, the DEPOSITOR will, through appropriate action of its city council, designate the officer, or officers, who singly or jointly will be authorized to represent and act on behalf of the DEPOSITOR in any and all matters of every kind arising under this Depository Contract and to (a) execute and deliver to BANK an electronic fund or funds transfer agreement (and any addenda thereto), (b) appoint and designate, from time to time, a person or persons who may request withdrawals, orders for payment or transfers on behalf of DEPOSITOR in accordance with the electronic fund or funds transfer agreement and addenda and (c) make withdrawals or transfers by written instrument.

IV

BANK shall provide DEPOSITOR all banking services requested by DEPOSITOR, specifically including those services described in the BANK's Proposal for Depository and Banking Services including all exhibits and addenda thereto, which is

incorporated herein by reference into this Depository Contract.

BANK's Deposit Agreement, Wire Transfer Agreement, and Funds Transfer Agreement are incorporated herein for all purposes; however, to the extent that any provision therein conflicts with any provision herein, this Depository Contract will control.

V

DEPOSITOR may arrange for time deposits, and BANK may accept and shall hold such deposits subject to payment in accordance with the terms of the deposit. Interest shall be calculated at the rate which BANK has bid for the particular denomination and time period of said deposit at competitive public bidding for said deposits. Time deposits will mature on or before the expiration of this Depository Contract. All Time Deposits that mature beyond the expiration of this Depository Contract will be at non-contractual interest rates negotiated at the time of purchase.

VI

BANK will be compensated for any and all services rendered to DEPOSITOR under this Depository Contract in accordance with the BANK's Proposal for Depository and Banking Services. BANK agrees to offset monthly service fees against its customary earnings credit for balances in DEPOSITOR's non-interest-bearing transaction accounts; provided, however, that if there is insufficient earnings credit against which such fees may be offset, DEPOSITOR will be charged for such services monthly. For convenience, a copy of the final revised cost of services is attached as Attachment A.

VII

All funds on deposit with BANK to the credit of the DEPOSITOR shall be secured by collateral as provided for in the Public Funds Collateral Act (Chapter 2257 of the Texas Government Code). The total market value of the collateral (which includes accrued interest or income to the extent it is not included in the market price) securing such deposits will be in an amount at least equal to the amount of such deposits plus the amount of any accrued interest thereon and less the amount that such deposits are insured by an agency or instrumentality of the United States government. The market value with respect to any securities (collateral) as of any date and priced on such date will be obtained from a primary dealer or a nationally respected pricing service. When additional collateral is required to cover incremental deposits, BANK must receive the request for collateral prior to 10:30 a.m. on the day the deposits are actually received. Twenty-four hours' notice is necessary on incremental deposits in excess of \$1 million.

VIII

BANK has heretofore or will immediately hereafter deliver to TRUSTEE collateral of the kind and character above mentioned of sufficient amount and market value to provide adequate collateral for the funds of DEPOSITOR deposited with BANK. Said collateral or substitute collateral, as hereinafter provided for, shall be kept and retained by TRUSTEE as custodian so long as the depository relationship between DEPOSITOR and BANK shall exist hereunder, and thereafter so long as deposits made by DEPOSITOR with BANK hereunder, or any portion thereof, shall have not been properly paid out by BANK to DEPOSITOR or on its order.

IX

Should BANK fail at any time to pay and satisfy, when due, any check, draft, or voucher lawfully drawn against any deposit and the interest on such deposits or in any manner breach its contract with DEPOSITOR, DEPOSITOR shall give written notice of such failure or breach to BANK, and BANK shall have three (3) business days to cure such failure or breach. In the event BANK shall fail to cure such failure or breach within three (3) business days or should the BANK be declared insolvent by a Federal bank regulatory agency, it shall be the duty of TRUSTEE, upon demand of DEPOSITOR (supported by proper evidence of any of the above-listed circumstances), to surrender the above-described collateral to the DEPOSITOR. DEPOSITOR may sell all or any part of such collateral and out of the proceeds thereof, pay DEPOSITOR all damages and losses sustained by it, together with all expenses of any and every kind incurred by it on account of such failure or insolvency, or sale, accounting to BANK for the remainder, if any, of said proceeds or collateral remaining unsold.

X

Any sale of such collateral, or any part thereof, made by DEPOSITOR hereunder may be either at public or private sale; provided, however, it shall give to both TRUSTEE and BANK twenty-four (24) hours' notice of the time and place where such sale shall take place, and such sale shall be to the highest bidder therefor for cash. DEPOSITOR and BANK shall have the right to bid at such sale.

XI

If BANK shall desire to sell or otherwise dispose of any one or more of said securities so deposited with TRUSTEE, it may substitute for any one or more of such securities other securities of the same market value and of the character authorized herein. Such right of substitution shall remain in full force and may be exercised by BANK as often as it may desire; provided, however, that the aggregate market value of all collateral pledged hereunder, shall be at least equal to the amount of collateral required

hereunder. If at any time, the aggregate market value of such collateral so deposited with TRUSTEE be less than the total sum of the DEPOSITOR'S funds on deposit with said BANK with DEPOSITOR's instruction, BANK shall immediately deposit with TRUSTEE such additional collateral as may be necessary to cause the market value of such collateral to equal the total amount of required collateral. BANK shall be entitled to income on securities held by TRUSTEE, and TRUSTEE may dispose of such income as directed by BANK without approval of DEPOSITOR.

XII

TRUSTEE shall promptly forward to DEPOSITOR copies of safekeeping or trust receipts covering an such collateral held for BANK, including substitute collateral as provided for herein. In the event the TRUSTEE does not provide this service as a normal part of its operations, BANK may provide a monthly safekeeping report to the DEPOSITOR. DEPOSITOR reserves the right to obtain audit confirmations of securities pledged directly from the TRUSTEE.

XIII

This Article XIII and all other provisions of this Depository Contract are specifically made subject to Ch. 2257, Texas Government Code and any other applicable requirements of Texas law. If at any time the collateral in the hands of TRUSTEE shall have a market value in excess of the sum of balances due DEPOSITOR by BANK, the DEPOSITOR shall authorize the withdrawal of a specified amount of collateral, TRUSTEE shall deliver this amount of collateral (and no more) to BANK, taking its receipt therefor, and TRUSTEE shall have no further liability for collateral so redelivered to BANK.

XIV

Either DEPOSITOR or BANK shall have the right to terminate this Depository Contract prior to the expiration date by advance written notice to the other of its election to do so, and this Depository Contract shall be void from and after the expiration of ninety (90) days after the receipt of such notice, provided all provisions of this Depository Contract have been fulfilled .

XV

When the relationship of DEPOSITOR and BANK shall have ceased to exist between DEPOSITOR and BANK, and when BANK shall have properly paid out all deposits of DEPOSITOR, it shall be the duty of DEPOSITOR to give TRUSTEE certificate to that effect, whereupon TRUSTEE shall, with the approval of DEPOSITOR, redeliver to BANK all collateral then in its possession belonging to BANK, taking its receipt therefor. An order in writing to said TRUSTEE by DEPOSITOR and a receipt for such collateral by BANK shall be a full and final release of TRUSTEE of all duties and obligations undertaken by it by virtue of these presents.

XVI

Upon DEPOSITOR'S written request, Bank will provide to DEPOSITOR a statement of its financial position as of the end of the then-most recent quarter and an annual statement audited by its independent auditors including a letter as to its "fair representation."

XVII

If any clause or provision of this Depository Contract is for any reason held to be invalid, illegal, or unenforceable, such holding shall not affect the validity, legality, or enforceability of the remaining clauses or provisions of this Depository Contract.

This Depository Contract is not assignable in whole or in part but is binding on the parties, their successors and assigns.

All applicable provisions and requirements of the laws of the State of Texas governing depositories for the City shall be a part of this Depository Contract, specifically including but not limited to Texas Local Government Code, chapter 105.

[Remainder of Page Intentionally Blank]

[Signature Page to Follow]

Executed this 25th day of October, 2022 by the undersigned duly authorized officers of the parties hereto, but effective as of November 1, 2022.

FOR TXN BANK:



Pres. _____

FOR CITY OF HONDO, TEXAS:



Scott L. Albert
City Manager

ATTEST:



Sue Ann Reyes
City Secretary



Attachment A – Banking Services Charges

Any and all anticipated service charges must be shown on this form to be applicable under the agreement. Add additional lines as required.

Service Unit	Unit Charge	Cost of Service
Account Maintenance	Per month	\$10.00
Daily Balance Reporting	Per month	N/A
Zero Balanced Account		N/A
Master Account	Per month	N/A
Subsidiary Accounts	Per month	N/A
Credits Posted	Per transaction	N/A
Debits Posted	Per transaction	\$0.10
Encoding Charge	Per transaction	N/A
ACH Processing	Per transaction	\$10 *Monthly ACH Origination
Origination of File	Per tape	N/A
ACH Deletions	Per transaction	N/A
ACH Entries	Per transaction	N/A
Returned Checks	Per transaction	\$10.00
Controlled Disbursement	Per month	N/A
Items Deposited		\$0.05
Deposits	Per transaction	\$0.15
Commercial Deposits	Per transaction	\$0.15
Group I Items	Per transaction	N/A
Group II Items	Per transaction	N/A
Group III Items	Per transaction	N/A
Group IV Items	Per transaction	N/A
Stop Payments	Per transaction	\$30.00
Wire Transfers		\$10.00 *if originating
Incoming	Per transaction	\$0.00
Outgoing	Per transaction	\$20 Domestic/\$75 International
Investment Safekeeping		N/A
S/keeping Interest/Credit	Per transaction	N/A
S/keeping receipt deposit	Per transaction	N/A
S/keeping outgoing	Per transaction	N/A
Securities DVP FRB	Per transaction	N/A
Securities DVP NY	Per transaction	N/A
Check Printing	Per transaction	Varies by Style
Extra Statements	Per transaction	\$2 per printed statement/ \$0 if emailed
Disposable Bank Bags	Per Item	N/A
Lockbox	Per month	Varies by Size
Cutbacks	Per transaction	N/A
Special Handling		N/A

Exhibit B

Service	Cusips	Monthly Fee
Safekeeping	Up to 10	\$ 6.00
Safekeeping	11 to 24	\$ 12.00
Safekeeping	25 to 30	\$ 15.00
Safekeeping	31 to 50	\$ 27.00
Safekeeping	51 to 70	\$ 40.00
Safekeeping	70 to 100	\$ 52.00

Acknowledged by:

Scott L. Allen
City of Hondo

11/01/22
Date:

Acknowledged by:

TXN Bank, N.A.

Date:



City Council Communication

Title: CONSIDERATION AND APPROVAL OF THE CITY OF HONDO 2040 VISION STATEMENT. (UCHE ECHEOZO, DEVELOPMENT SERVICES MANAGER)

Date: September 22, 2025 **From:** Uche Echeozo, Development Services Manager

INFORMATION:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

1. Planning and Zoning Memo_Vision Statement

STAFF CONTACTS:

MEMO

To: The Planning and Zoning Commission

CC: City Manager – John Naron

From: Development Services Director - Uche Echeozo

Date: September 9, 2025

Subject: **The City of Hondo Envision 2040: Presenting the Vision Statement**

Background:

On March 26, 2025, the City of Hondo participated in a Visioning Exercise that enabled citizens actively engage with the process of ‘crafting’ ENVISION 2040. This is in line with the Local Development Scheme (as amended) which Council adopted in the summer of last year. That exercise enabled citizens to make their voices heard with respect to their aspirations and vision for the city of Hondo. The resultant effect being the Vision Statement.

Vision Statement:

*“Hondo will be an inclusive city
that fosters economic vibrancy, honors its cultural heritage, preserves its small-town
character, and promotes healthy, sustainable living – creating a community where
people enjoy a high quality of life and are proud to call home.”*

The Planning and Zoning Commission primarily drive the Envision 2040 Process. Therefore, this is being presented to your good selves for your information and possible recommendation to Council for approval.

Thank you

Uche Echeozo
Development Services Director



City Council Communication

Title: CONSIDERATION AND APPROVAL OF AMENDMENT TO FREESE & NICHOLS PROFESSIONAL SERVICES AGREEMENT AS REQUESTED BY TEXAS DEPARTMENT OF EMERGENCY MANAGEMENT FOR FEMA PROJECT CITY OF HONDO STORMWATER MASTER PLAN. CHRIS HILL, CHIEF FINANCE OFFICER & JOHN NARON, CITY MANAGER)

Date: September 22, 2025 ***From:***

INFORMATION:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

1. Freese and Nichols 2025 09 16_HON25019 Contract Amendment 1_FNI Signed

STAFF CONTACTS:



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

PROFESSIONAL SERVICES AGREEMENT

AMENDMENT #1

FNI Project: HON25019
FEMA Project No: DR-4485-0225
Date: 09/16/2025

FNI Project Name:	Drainage Area Master Plan
FEMA Project Name:	City of Hondo Stormwater Master Plan
Description of Services:	Amendment to the Master Professional Services Agreement Task Authorization for HMGP Project Number DR-4485-0225, dated November 13, 2024, by and between the City of Hondo, hereinafter referred to as the City, and Freese and Nichols, Inc hereinafter referred to as the Firm.

Description of Amendment (new text in bold, underlined, italic font; removed text is struck through):

1.0 Revision to SCOPE OF SERVICES as follows:

~~FNI shall provide the following basic services:~~ ***FNI agrees to render the City of Hondo engineering services for the City's Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program (HMGP) funds Contract Number DR-4485-0225, administered by the Texas Division of Emergency Management (TDEM) to fund development the City's Stormwater Master Plan, as provided in the provisions titled, "Scope of Services" and attached hereto and incorporated by reference herein (the "Services").***

2.0 Adding a new section to include incorporation of federally required provisions associated with the grant as follows.

INCORPORATION OF FEDERALLY REQUIRED PROVISIONS

The following federally required provisions are incorporated into this Task Authorization.

- **Administrative, Contractual, Or Legal Remedies [2 CFR Appendix-II-to-Part-200(A)]:**
"Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate."
- **Clean Air Act and Federal Water Pollution Control Act [2 CFR Appendix-II-to-Part-200(G)]:**
"Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water

Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)."

- Suspension and Debarment [2 CFR Appendix-II-to-Part-200(H)]:
"Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549."
- Byrd Anti-Lobbying and Byrd Anti-Lobbying Certification [2 CFR Appendix-II-to-Part-200(I)]:
"Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award."
- Prohibition on Covered Telecommunications and video surveillance equipment or services [2 CFR 200.216]:
"(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
 - (1) Procure or obtain covered telecommunications equipment or services;
 - (2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
 - (3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.(b) As described in section 889 of Public Law 115-232, "covered telecommunications equipment or services" means any of the following:
 - (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
 - (2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video

surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment;

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country;

(c) For the purposes of this section, “covered telecommunications equipment or services” also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(d) In implementing the prohibition under section 889 of [Public Law 115-232](#), heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions, and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained.

(e) When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports.

(f) For additional information, see section 889 of [Public Law 115-232](#) and [§ 200.471](#).”

- Domestic Preferences for Procurements [2 CFR 200.322]:

“(a) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(c) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in [2 CFR part 184](#)."

All other terms and conditions of the Agreement between City and Firm will remain in full force and effect.

Deliverables:	No changes to the deliverables
Schedule:	No changes to the schedule
Compensation Type:	Lump Sum Fee
Current Contract Amount:	\$ 342,396.00)
Amount of this Amendment:	\$0.00
Revised Total Amount Authorized:	\$ 342,396.00)

The services described above shall proceed as amended upon execution of this Amendment. All other provisions, terms, and conditions of the Professional Services Agreement which are not expressly amended shall remain in full force and effect.

CITY OF HONDO, TEXAS

FREESE AND NICHOLS, INC.

By: _____

By:  _____

Name: _____

Name: Chris Trevino, PE, CCM

Title: _____

Title: Vice President/ Principal

Date: _____

Date: 09/16/2025



City Council Communication

Title: DISCUSS AND CONSIDER ACTION ON AUTHORIZING THE PUBLIC WORKS WATER DIVISION TO PURCHASE A 2025 GMC 1500 TRUCK. (RENE SAENZ, PUBLIC WORKS DIRECTOR)

Date: September 22, 2025 ***From:*** Rene Saenz, Jeremiah Socarras

INFORMATION:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

1. Purchase Justification GMC 1500
2. GMC 1500 Buyboard quote

STAFF CONTACTS:

Purchase Justification/ Request

Department: Water Division

Request:

The Water Division is requesting a new 2025 GMC 1500 truck for the water fleet. The vehicle will be assigned to the Water Superintendent

Justification:

At present the water fleet is used for the crew to complete their various jobs. Trucks that pull heavy equipment, mobile parts/equipment trucks, and runner/meter reading trucks. The Superintendent uses their personal truck while at work. This truck's primary use would be for the Superintendent to go to jobsites, meet with customers and contractors, travel to meetings and classes. Secondary use would be for pulling small loads such as utility trailers, water pumps, and tools/supplies when needed.

Cost/Funding:

Attached is the Buyboard quote for a GMC 1500 priced at \$42,358.75. We are proposing the funds come from the Certificates of obligation set aside for the Water Division.



GUNN Acura
11911 IH 10 West
San Antonio, TX 78230
Phone: (210) 696-2232

GUNN BUICK GMC
16440 IH 35 North
Selma, TX 78154
Phone: (210) 599-5600

GUNN CHEVROLET
16550 IH 35 North
Selma, TX 78154
Phone: (210) 599-5000

GUNN Honda
14610 IH 10 West
San Antonio, TX 78249
Phone: (210) 680-3371

GUNN NISSAN GUNN NISSAN of DENTON
750 NE LOOP 410 5650 S Interstate 35 E
San Antonio, TX 78209 Corinth, TX 76210
Phone: (210) 496-0806 Phone: (940) 270-9000

DEAL WORKSHEET

Deal # _____

BUYER INFORMATION

Date 09/03/2025
Buyer's Name City Of Hondo
Co-Buyer's Name _____
Business Name City Of Hondo
Address 1600 Ave M
City & State Hondo Zip 78861
Home Phone _____ Bus. Phone (830) 444-8915
Cell Phone (830) 444-8915 E-Mail jsocarras@hondo-tx.org
Est. Delivery Date _____ Customer # _____
SalesPerson 1 Your Friends At Gu SalesPerson 1 ID # _____
SalesPerson 2 _____ SalesPerson 2 ID # _____

TRADE-IN INFORMATION

Yr. _____ Make _____ Model _____ Miles _____
Lic # _____ Vin # _____
Lienholder _____
Acct # _____ Payoff _____ Good Until _____
Lienholder Address _____
City & State _____
Phone # _____ Quoted by _____

TRADE-IN INFORMATION

Yr. _____ Make _____ Model _____ Miles _____
Lic # _____ Vin # _____
Lienholder _____
Acct # _____ Payoff _____ Good Until _____
Lienholder Address _____
City & State _____
Phone # _____ Quoted by _____

Stock # GC251134 Vin # 1GTRHAEK3SZ317723
Year 2025 Make GMC
Model Sierra 1500 Model Trim Pro
Miles 10 Color Summit White
M.S.R.P. \$43,030.00 Discount \$4,822.00 O.S.P. \$38,208.00

Dealer Installed Accessories *

1. buyboard fee contract 724-23	\$400.00
2. delivery	\$100.00
3. Stobes	\$1,196.00
4. Headache Rack/Light bar	\$1,858.00
5. bedliner spray	\$580.00
6. _____	_____
7. _____	_____

Selling Price	\$38,208.00
Plus Owed Accessories	\$4,134.00
Selling Price w/ Accessories	\$42,342.00
Sales Services Fee	_____
Trade-In Appraised Value	\$0.00
Factory Rebate(s), if any	_____

Sub-Total	\$42,342.00
State Motor Vehicle Sales Tax	\$0.00
Dealer's Inventory Tax	\$0.00
Lic., Title, Insp., R&B, Etag, Ins. Ver., Sys. Fees	\$16.75
Balance Due on Trade-In	\$0.00

Documentary Fee	\$0.00
-----------------	--------

Total	\$42,358.75
Deposit Receipt #	_____
Cash Down Receipt #	\$0.00
Amount to Finance	\$42,358.75

Payment estimates are based on a standard rate presented to all Gunn customers. Specific terms are subject to each individual customer's ability to meet the financial criteria established by third party lenders. Therefore, the terms shown above are not binding and are subject to change based upon individual customer qualifications.

Date 09/03/2025 Buyer's / Co-Buyer's Signature: _____ Accepted _____



City Council Communication

Title: DISCUSS AND CONSIDER POSSIBLE ACTION TO APPROVE AN AGREEMENT WITH S.O.S. WATER SOLUTIONS FOR A LEAD AND COPPER SERVICE LINE VERIFICATION AS REQUIRED BY TCEQ AND EPA. (RENE SAENZ, PUBLIC WORKS DIRECTOR)

Date: September 22, 2025 ***From:*** Rene Saenz, Jeremiah Socarras

INFORMATION:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

1. Purchase Justification Lead inventory
2. quotation-1974-Lead and copper 2 city-of-hondo
3. Estimate_2073_from_Force_Services_LLC
4. MPCs Proposal 25-525 - Hondo Labor

STAFF CONTACTS:

Purchase Justification/ Request

Department: Water Division

Request:

The Water Division is requesting funding for a Lead Service Inventory to be completed for the City of Hondo.

Justification:

The City of Hondo is required by TCEQ and EPA to complete an inventory of all water services in the city. This inventory will identify the type of material each service is and if it requires replacement under the new lead and copper rules. The City of Hondo has met the initial requirements set in the rule and is now required to verify 2700 service connections to complete the inventory. This is a large project; a third-party contractor will be used to complete this requirement.

Cost/Funding:

Attached are the 3 quotes we have received from contractors for this work. From these quotes we are recommending the company S.O.S. Solutions / Leakbusters in the amount of \$ 67,500.00. The funding for this project would be from the Certificates of obligation for the Water Division.

QUOTE

Quotation No # 1974
Quotation Date Jul 01, 2025
Valid Till Date Aug 01, 2025
Created By William Stewart



Quotation From

S.O.S. WATER SOLUTIONS / LEAKBUSTERS
P.O. BOX 38
DEVINE 78016
United States of America (USA)
Phone: +12104149180

Quotation For

CITY OF HONDO - Jeramiah Socarras
1000 Ave Y
Hondo
United States of America (USA)
Phone: +18307415077

Item		Quantity	Rate	Amount
1.	Lead and Copper Verification	2700	\$25	\$67,500.00
	Verification of service for both City and customer lines from meter box. City to provide a list of approximately 2,700 services to be verified to include addresses, account numbers and serial numbers. S.O.S Water Solutions will verify information to include service line type, customer line type.			
Total (USD)				\$67,500.00

Terms and Conditions

1. 25% following the notice to proceed, \$25 per meter once 25% has been completed. Payments to be made by-weekly as completed
2. S.O.S Water Solutions will provide all materials, equipment and labor.
3. Price per meter verification (\$25) is with the understanding of verification of approx. 2700 services. Under 90%, rate increases to (\$50) per verification
4. By signing below you are agreeing to the terms and amount and wish to proceed.

. City of Hondo_____

Force Services, LLC
PO Box 1515
La Vernia, TX 78121-1500
+12108611917
sales@forceservicestx.com



Estimate

ADDRESS

City of Hondo
1600 Avenue M
Hondo, Tx 78861

ESTIMATE # 2073
DATE 07/18/2025
EXPIRATION DATE 08/18/2025

ACTIVITY	QTY	RATE	AMOUNT
Services Lead & Copper Verification	1	129,600.00	129,600.00
Verification of City of Hondo and Customer service lines in general location of the meter to include service line type and GPS Coordinates.			
A list of services (Approx. 2700) will be provided by the City of Hondo to include Acct #s, Serial #s, and or addresses.			
\$48 per service location x 2700 services = \$129,600 total.			
TOTAL			\$129,600.00

Accepted By

Accepted Date

QUOTATION



Date: 7/14/2025
Proposal #: 25-525
Customer ID: TBD
Project Name: Lead & Copper Verification

Quotation for:
City of Hondo

301 Main Plaza, Unit 311
New Braunfels, TX 78130
Office: (210) 964-5999

Salesperson	Ship Date	Ship Via	Terms
James Mansfield	See Below	Motor Freight	See below

Quantity	Description	Unit Price	Amount
1	City of Hondo and Customer service lines in general location of the meter to include service line type and GPS coordinates. City of Hondo to provide account numbers, serial numbers, and or addresses of locations. 2700 service locations X \$56 per location	\$ 151,200.00	\$ 151,200.00
		Subtotal	\$ 151,200.00

If you have any questions concerning this quotation contact James:
(512) 745-7647 or james@mansfieldpump.com

Exclusions: Slab, Power, Installation, Offloading and Setting, Dismantling Joints & Thrust Blocks (off of skid base), Concrete, Flange Kits, Flushing, etc.

Tax Rate	0.00%
Sales Tax	\$ -
Other	\$ -
Total	\$ 151,200.00

Delivery: TBD Weeks After Approval

- (1) The price quoted includes delivery to the site.
- (2) Taxes are NOT included.
- (3) Payment Terms are 100 NET 30 After Completion
- (4) Installation and offloading is by OTHERS.
- (5) This Quote is Valid for 30 Days from the Date of the Quote.

Thank you!



City Council Communication

Title: PUBLIC HEARING ON CREATING A NEW ZONING DISTRICT, TO BE NAMED R4 - RESIDENTIAL 4, WHICH WOULD ALLOW FOR THE PLACEMENT OF MANUFACTURED HOMES AND INCLUDE RELATED DEVELOPMENT STANDARDS.

- A. OPEN PUBLIC HEARING.
- B. STAFF PRESENTATION. (UCHE ECHEOZO, DEVELOPMENT SERVICES MANAGER)
- C. PUBLIC COMMENTS. (LIMITED TO 3 MINUTES PER PERSON)
- D. ADJOURN PUBLIC HEARING.
- E. DISCUSS AND CONSIDER ACTION ON CREATING A NEW ZONING DISTRICT, TO BE NAMED R4 - RESIDENTIAL 4.

Date: September 22, 2025 ***From:*** Uche Echeozo, Development Services Manager

INFORMATION:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

1. Rev_R4_Hondo_Zoning_Ordinance_(R4)_9_17_2025_Adjusted
2. Planning and Zoning_New Zoning District1

STAFF CONTACTS:

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 5.1 *RESIDENTIAL ZONING DISTRICTS* OF THE CITY'S UNIFIED DEVELOPMENT CODE TO RENUMBER SUBSECTIONS 5.1.6, 5.1.7, AND 5.1.8 AND ADD A NEW SUBSECTION 5.1.6 TO CREATE A NEW RESIDENTIAL ZONING DISTRICT, THE "*R4*" *RESIDENTIAL FOUR DISTRICT*; AMENDING SECTION 4.1 AND SUBSECTIONS 6.1.2, 6.2.1, 7.3.2, AND 7.3.6 OF THE CITY'S UNIFIED DEVELOPMENT CODE TO INCORPORATE THE R4 DISTRICT;DECLARING A PUBLIC PURPOSE; INCORPORATING RECITALS; PROVIDING A REPEALER AND SAVINGS CLAUSE; PROVIDING FOR SEVERABILITY AND SETTING AN EFFECTIVE DATE.

WHEREAS, the City of Hondo, Texas ("City") is a home-rule municipality empowered by Chapter 211 of the Texas Local Government Code to establish a zoning ordinance establishing zoning districts and permissible land uses within the incorporated limits of the City; and

WHEREAS, the City Council of the City Hondo ("City Council") previously approved and adopted the Hondo Unified Development Code ("UDC") and Comprehensive Zoning Ordinance and Zoning Map on January 8, 2018, by Ordinance No. 1148-01-18; and

WHEREAS, Chapter 3. Section 3.3 of the UDC provides for amendments and changes to the zoning regulations and zoning districts boundaries; and

WHEREAS, an application was made by the City to create a residential zoning district, the "*R4*" *Residential Four District*, in which manufactured homes would be permitted; and

WHEREAS, this Ordinance establishes the "*R4*" *Residential Four District*, a new residential zoning district for future designation, with no properties currently being assigned to the zoning district created herein; and

WHEREAS, two public hearings were held to discuss the new residential zoning district described herein; with the first public hearing being conducted by the Planning & Zoning Commission on September 15, 2025 and the second public hearing being conducted by the City Council on September 22, 2025 each being conducted for the purpose of providing all interested persons the opportunity to be heard concerning the proposed zoning district described herein; and

WHEREAS, legal notice notifying the public of both public hearings on the proposed zoning district was posted on the City's official website and published in the *Hondo Anvil Herald*, a newspaper of general circulation in the City of Hondo, on August 28, 2025, with said publication provided more than fifteen (15) days prior to the public hearings before the Planning & Zoning Commission and City Council; and

WHEREAS, the Planning and Zoning Commission, having considered this new residential zoning district, following due notice and a public hearing, and having considered all required factors and made all required findings set forth in the Texas Local Government Code and Code of Ordinances, [approved/disapproved] by majority vote to recommend to City Council that this proposed zoning

district be [approved/disapproved]; and

WHEREAS, the City Council, having considered this new residential zoning district, following due notice and a public hearing, and having considered all required factors and made all required findings set forth in Texas Local Government Code and Code of Ordinances, has determined that this proposed zoning district should be approved subject to certain terms and conditions set forth herein.

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

SECTION 1. AMENDMENTS TO THE UDC. From and after the effective date, the following amendments to Chapter 9A “Unified Development Code” of the City of Hondo’s Code of Ordinances, as depicted in **Exhibit “A”**, attached hereto and incorporated by reference (with additions being marked in **bolded red** and deleted text being ~~struck through~~):

- a. Section 4.1 “Establishment of Districts.” is hereby amended to add “R4” Residential Four Zoning District to the listing of zoning districts contained therein;
- b. Section 5.1 “Residential Zoning Districts.” is hereby amended to add a new subsection 5.1.6 to create the “R4” Residential Four Zoning District, a new residential zoning district, and the remaining subsections shall be renumbered accordingly;
- c. Section 6.1 “Types of Uses.”, subsection 6.1.2 “Use Table.” is hereby amended to add an “R4” column to designate the types of uses permitted in the new district;
- d. Section 6.2 “Specific Uses.”, subsection 6.2.1 “Residential Use.” is hereby amended to include the Residential Four District and establish that uses, other than those unconditionally permitted to occur within the new district, may be permitted by means of a Specific Use Permit;
- e. Section 7.3 “Signs.”, subsection 7.3.2 “Political Signs.” is hereby amended to include the R4 District and establish that the political sign regulations applicable to other developed districts are also applicable to the R4 District; and
- f. Section 7.3 “Signs.”, subsection 7.3.6 “Special Event Signs [and Other Specific Regulations].” is hereby amended to include the Residential Four District and establish that the sign regulations applicable to other districts are also applicable to the Residential Four District.

SECTION 2. DECLARATION OF COMPLIANCE. The City Council finds that all required public notices for the creation of a new zoning district have been published and the public hearings as required by Municipal Code of Ordinances and state law have been held to consider the application to amend the zoning district boundary.

SECTION 3. PUBLIC PURPOSE. The City Council finds that the zoning district approved and created herein complies with all applicable rules and regulations set forth in the City’s Code of Ordinances and other law and is consistent with the City’s Comprehensive Master Plan.

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

SECTION 5. REPEALER. All ordinances, parts of ordinances, or resolutions in conflict herewith are hereby expressly repealed to the extent of such conflict with all remaining portions not conflicting being saved from repeal herein.

SECTION 6. REMAINDER UNCHANGED. The remainder of Chapter 9A “Unified Development Code” of the City of Hondo’s Code of Ordinances will remain unchanged by this Ordinance and amendments herein.

SECTION 7. SEVERABILITY. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be unconstitutional or illegal, such decision shall not affect the validity of the remaining sections of this Ordinance. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared void; and that in lieu of each clause or provision of this Ordinance that is invalid, illegal, or unenforceable there be added by the Mayor as necessary with the approval of the City Attorney as to form, and the City Council as to substance, and as a part of the Ordinance a clause or provision as similar in terms to such in valid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

SECTION 8. PROPER NOTICE AND MEETING. It is hereby officially found and determined that the meeting at which this Ordinance was adopted was open to the public and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government

SECTION 9. EFFECTIVE DATE. This Ordinance shall be effective after approval by the City Council.

PASSED, ORDAINED, APPROVED AND ADOPTED this ____ day of ***** 2025 by ____ (ayes) to ____ (nays) with ____ abstentions by a vote of the City Council of the City of Hondo, Texas.

CITY OF HONDO, TEXAS

John McAnelly, Mayor

ATTEST:

Rebekah Dolphus, City Secretary



Planning and Zoning

Title: Consider a request from the City of Hondo to consider amending the zoning map by creating a new zoning district (to be known as R4). This is in accordance with City of Hondo Code of Ordinances, Exhibit 9A Unified Development Code, Chapter 3 Development Review Procedures, Section 3.3.1 which states, “The City Council may from time to time amend, supplement, or change by ordinance, the boundaries of the districts or regulations herein established.”

Date: August 25, 2025

From: Uche Echeozo, Development Services Director

BACKGROUND:

The City of Hondo originally received a request from the City Council, to consider a zoning change of a section of the community west of the Central Business District, specifically, all that land situated from Avenue P and Avenue U, and from 14th Street to 18th Street Hondo, Texas. The request was to effect a zoning change from R2 – R3. Initially, the matter was tabled to enable the city carry out a workshop and enlighten the public on the matter. This community engagement was done on November 26, 2024, and majority of the citizens preferred a zoning that allows Manufactured Homes. Subsequently, another P/Z meeting was scheduled in January 2025 (having had the workshop) to look at the same matter (zoning change from R2 to R3). At the end of that meeting, the Planning and Zoning Commission’s recommendation was to not approve the change. Council ratified this on January 27, 2025. It was at this point that the City Attorney recommended that the City create a totally new zoning district – R4. This has all that an R2 zoning has but with the addition of Manufactured Homes. In April 2025, the matter was brought up to Planning and Zoning to create a totally new zoning district – R4 with a recommendation from staff to carry out a public meeting/workshop. This matter was tabled at the P/Z meeting of April 21, 2025 until further information is received. Although no further community engagement/workshop has been carried out, the planning and zoning commission will be reviewing the matter once more..

PROPERTY I.D. AND LEGAL DESCRIPTION:

None for now (Not Applicable)

GENERAL LOCATION:

N/A

FINANCIAL IMPACT:

None.

ZONING CHANGE DESCRIPTION:

Requesting an amendment to the zoning ordinance from the UDC code reference with links provided below.

[Section 3.3 Zoning Map Amendment \(Rezoning\)](#)

[3.3.1](#)

The City Council may from time to time amend, supplement, or change by ordinance the boundaries of the districts or the regulations herein established.

Recommendations by Planning and Zoning Commission: Before taking action on any proposed amendment, supplement, or change, the City Council may submit the same to the City Planning and Zoning Commission for its recommendation and report

DEPARTMENT COMMENTS:

This is about creating a totally new zoning district that either may affect many people positively or negatively and as such would require substantial community engagement.

Staff Recommendation:

Staff recommends approval, subject to an initial **Community meeting/workshop**. This is particularly of importance especially for citizens who feel that the introduction of Manufactured Homes may devalue their properties. This is also to avoid a ‘Regulatory Takings’ situation also referred to as ‘Inverse Condemnation’. Once the workshop is carried out, it would then be most appropriate to recommend approval (or denial) for the request from the City to consider a new zoning district within the City of Hondo in Medina County, Texas. This is in accordance with City of Hondo Code of Ordinances, Exhibit 9A Unified Development Code, Chapter 3 Development Review Procedures, Section 3.3.1.

ATTACHMENTS:

Supplemental Information Package

STAFF CONTACT(S):

Uche Echeozo, Development Services Director



THIS IS GOD'S COUNTRY

City Council Communication

Title: DISCUSS AND CONSIDER ACTION ON AUTHORIZING THE CITY MANAGER TO ENTER INTO A MASTER AGREEMENT WITH I3 SOFTWARE AND SERVICES LLC FOR MUNICIPAL COURT PAYMENT AND COLLECTIONS SOFTWARE. (JOHN NARON, CITY MANAGER)

Date: September 22, 2025 ***From:*** John Naron, City Manager

INFORMATION:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

1. i3 City of Hondo_ MASTER BINDER CONTRACT clean 9.16.25

STAFF CONTACTS:



MASTER AGREEMENT

Effective as of September 1st, 2025 (the "Effective Date").

By and Between

i3-Software and Services, LLC ("i3")

40 Burton Hills Blvd.

Nashville, TN 37215

Attention: Dave Graves

Telephone No.: (800)-465-5127

E-mail Address: dgraves@i3verticals.com

And

City of Hondo Municipal Court ("Client")

1101 16th Street

Hondo, TX 78861

Attention: City Manager- John Naron

Telephone No.: (830) 426-3380

E-mail Address: jnaron@hondo-tx.org

Client and i3 may each be referred to individually as a "Party" and together as the "Parties."

The purpose of this Master Agreement ("Agreement") is to provide a framework within which i3 and its family of companies may provide software, Software as a Service and other services and equipment to Client (each a "Solution"). This Agreement is comprised of this Signature Page, the General Terms and Conditions, any Solution-specific additional terms and conditions in each Annex noted below and the applicable quote or proposal (each an "Ordering Document"), each of which is incorporated by reference and expressly made a part of the Agreement.

☒ **NET Data Applications Annex**

☐ **GFA, Payroll, Payroll Online Annex**

☐ **Clerk Connect Annex**

☒ **i-Ticket Annex**

☐ **uVisionPLUS PRO Annex**

☐ **Law Enforcement Annex**

☐ **CJT Case Management Annex**

☒ **GHS Collections Annex**

☐ **TrueSign Annex**

☐ **iLEMS Annex**

☐ **ODR Annex**

☐ **InterOP Annex**

☐ **EZCourt Pay Payment Platform**

☒ **Credit/Debit Payment Processing**

This Agreement may be executed in counterparts, and each counterpart will be deemed an original. Facsimiles, any documents executed, scanned and transmitted electronically either with or without electronic signatures will be deemed original signatures for purposes of this Agreement.

The parties have executed this Master Agreement as of the Effective Date.

i3:

By: _____

Signature

Name: _____

Title: _____

Date: _____

Client:

By: _____

Signature

Name: _____

Title: _____

Date: _____



GENERAL TERMS AND CONDITIONS

1. SaaS Solution Subscription; Solution Software License.

- (a) **Software as a Service.** i3 will provide Client with a subscription for cloud-based access, exercisable through Client and its Users, to the i3 Solution identified in the applicable Annex and Ordering Document, including hosting, maintenance and support thereof. i3 hereby grants to Client and its Users, a non-exclusive, non-transferable, revocable, limited license, without the right to sublicense, to access, use, and display the SaaS Solution. i3 reserves the right to require Client to update Client's software to remain compatible the SaaS Solution. Client is responsible for each of its Users' acts and omissions.
- (b) **Solution Software License.** For Clients with software code to the Solution or any part thereof identified in the Ordering Document ("Solution Software") installed on their machines or equipment, i3 hereby grants a non-exclusive, non-transferable, revocable, limited license, without the right to sublicense, to maintain and use one (1) copy of the Solution Software in no more than the number of single-user computers, workstations, servers or terminals of a local area network as set forth in the Ordering Document. Client may make one copy of the Solution Software, and related User Documentation, solely for back up or archival purposes.
- (c) **Scope.** Permitted access, number and type of Users granted to Client hereunder is limited as set forth in the Ordering Document. Client is required to purchase one user access for each server.
- (d) **Add-Ons.** Client may add Users ("Add-Ons") for an additional fee. Such Fees will be calculated based upon the pricing set forth in the applicable Solution Annex for the remaining months in the Subscription Term beginning on the first day of the calendar month in which such User or Add-On is included.
- (e) **Updates.** i3 may update features or functionality that Client accesses ("Enhancements") provided that such Enhancements will be at no cost to Client and will not materially degrade existing features and functionality. From time-to-time i3 may also release new features, functionality, software, or user types that are only available under a different pricing model or on a version of Solution Software other than the version Client currently accesses ("New Features"). In the event Client desires to purchase New Features, i3 will update Client's account, pricing model, or Solution Software version to facilitate the provision of such New Features.
- (f) **Restrictions on Use.**
- i. Client agrees to only use the Solution for its internal business use and agrees not grant any third party access. Client agrees that only Users will be permitted access to the Solution.
 - ii. Client will not edit, alter, abridge or otherwise modify, in any manner, the content of any Solution, including, without limitation, all copyright and proprietary rights notices. Client may not, and may not permit others to, reverse engineer, decompile, decode, decrypt, disassemble, or in any way derive source code from, the Solution. Nor may Client modify, translate, adapt, alter, or create derivative works from the Solution; copy (other than the one permitted back-up copy), distribute, publicly display, transmit, sell, rent, lease or otherwise exploit the Solution; distribute, sublicense, rent, lease, loan, or grant any third party access to or use of the Solution; attempt to access other areas outside permitted access to the Solution or its network or platform; or systematically access or extract or "Scrape" information from the Solution (except features designed for exporting data) including by the use of engine, software, agent, spider, bot or other device or mechanism. The Solutions are made available for use solely in the United States of America.

- iii. i3 will be entitled to rely upon, with no obligation to verify, the completeness and accuracy of all information, data, reports, plans and specifications provided by Client, including without limitation, reports, plans, specifications, data, field notes, test data, calculations, estimates, schedules, spreadsheets, or other documents furnished by Client. Client acknowledges that its right to utilize these documents will continue only so long as Client is not in default of the terms and conditions of this Agreement, including Client's performance obligations.

2. Additional Services.

- (a) **Maintenance and Support.** i3 will perform standard system maintenance for Solutions including bug fixes and minor enhancements and provide any additional support as set forth in the applicable Annex and Ordering Document.
- (b) **Configuration and Training.** i3 will provide configuration and installation services and training to Client as set forth in the applicable Annex and Ordering Document.
- (c) **Custom Programming: Professional Services.** Client may request that i3 perform professional services including software development, customization, and/or integration services (hereinafter, "Professional Services") not included in the Solution that will be further described in the Ordering Document or in a Scope of Work for Professional Services.
- (d) **Equipment.** i3 may provide Equipment to Client as set forth in the Ordering Document. Client acknowledges that i3 may substitute equipment of at least equivalent functionality and performance if any of the specified equipment in the proposal is unavailable at the time of shipment. All shipping is FOB i3 shipping point.
- (e) **Credit Card Processing.** Client acknowledges that Credit Card Processing Services will be governed by the terms of a separate Merchant Application and Payment Processing Agreement.
- (f) **Training.** Training may consist of both a classroom setting at i3 facilities and onsite at Client's facilities. The number of training Hours quoted in an Ordering Document is an estimate. Circumstances that may lead to training hours in excess of the estimate include: i) Client interruption, ii) Client personnel not being prepared, or iii) unavailability of Client personnel to attend the entire training schedule. Additional hours may be purchased at the time of training at i3's then current hourly rate. When training is at Client's site, Client will provide a centralized, suitable training area. Written cancellation must be received by i3 within ten (10) business days in advance of scheduled training to avoid a cancellation fee equal to 50% of the training cost for the scheduled time plus any travel expenses or cancellation charges incurred.

- 3. **Fees.** Client will pay i3 the Fees as set forth in the Ordering Document. If Client fails to pay the Fees by the due date specified on the invoice, i3 will be entitled to interest from the day on which the Fees are due at the rate of interest of 1.5%/month.

- 4. **Term and Termination.** Unless the applicable Annex provides otherwise:

- (a) Either Party may terminate this Agreement without cause after the Initial Term of the most recent Annex by giving the other Party ninety (90) days written notice of its intention to terminate.
- (b) Either Party may terminate this Agreement based on a material breach of the Agreement; however, the Party alleged to be in material breach must be notified in writing of the alleged material breach and given thirty (30) days to cure the alleged material breach.

5. Security; Client Data; Intellectual Property.

(a) Security.

- (i) As a part of each SaaS Solution, i3 will maintain industry standard administrative, physical, and technical safeguards for the security and integrity of any data or information input, edited, authored, generated, managed, or otherwise submitted by Client or its Users into Client's subscription account ("Client Data"), which may include maintaining a backup server at a separate location, the use of firewalls, or other standards. In the event i3 learns that there has been unauthorized access to Client's subscription account on i3's systems or premises, i3 will give



notice to Client, unless prohibited by law. Upon such occurrence, i3 will promptly take such steps it reasonably deems appropriate to contain and control unauthorized access and prevent unauthorized access to or misuse of the Client Data, and unless prohibited by law, will continue to provide regular updates relating to the occurrence.

- (ii) Client acknowledges that Client is responsible for the supervision, management and control of its use of the Solutions, including but not limited to maintaining proper machine configuration and operating methods and procedures, establishing adequate backup procedures, anti-virus protection, administrative, physical and technical safeguards and other procedures.
- (iii) Client will acquire, install, operate and maintain, at its expense, all communication lines, equipment, software, services and related technology necessary to use and maintain the applicable Solution as determined by i3.
- (iv) Client acknowledges that it has sole control over access to and responsibility for the security and integrity of its network and data including the operating procedures, controls, back-up procedures (either on or off site), anti-virus protection, administrative, physical and technical safeguards and other procedures necessary to protect its network and prevent loss of data.
- (v) Client will notify i3 promptly if it becomes aware of any breach of security of its network or the Solutions, or the disabling, avoidance or circumvention of any access control or security device, process or procedure.
- (vi) Client will not cause, facilitate or permit any attempt to breach the security of any of the networks, software and systems within Client's network, or the disabling, avoidance or circumvention of any access control or security device, process or procedure established or required by i3 or any of its affiliates. Client will notify i3 immediately if it becomes aware of: i) any breach of confidentiality or security of and/or the data within its network, or ii) any attempted breach of the security of any Solution or Solution Software, or the disabling, avoidance or circumvention of any access control or security device, process or procedure established or required by i3 or any of its affiliates.

(b) Client Data.

- (i) Client will have full access to data it submits, uploads, transfers or otherwise maintains via the Solution.
- (ii) i3 will provide the Solution in accordance with applicable laws and government regulations, including without limitation those related to data privacy and the exportation of technical or personal data. Client is responsible for the accuracy, truthfulness, consistency, completeness, and any output from the Solution. Client consents to i3's use of all Client Data, and acknowledges that i3 will neither have the responsibility to review, nor any liability as to the accuracy of, any information or content provided to it.
- (iii) Client will not attempt to access other areas outside the applicable Solution, or any part of the network or servers provided to Client by i3.
- (iv) Client will maintain backup media in a secure location either on site or off site and perform backup procedures as necessary to prevent loss of data in the event of system malfunction.

(c) Intellectual Property.

- (i) Client agrees that the Solutions are i3's property and proprietary information. Client agrees that it will not provide or make available to third parties the Solution or any part thereof, including use of the Solution, any physical embodiment of Solution, or any materials supplied by i3 in connection with Solution. Client will take all steps necessary to protect the confidentiality of the Solution and the proprietary rights of i3.
- (ii) Each Solution, and all i3 deliverables pursuant to this Agreement will be the property of i3; provided, however, that a copy of the final documents will be made available to Client upon request. These documents are not intended, nor represented to be, suitable for reuse by Client or any others, and are solely intended for Client's internal use. Any modification or reuse without

specific written verification and adoption by i3 for the specific purposes intended will be at User's sole risk.

6. Limited Warranty.

- (a) i3 warrants that: (a) the Solution will be free from material defects in design and functionality provided such Solution (1) has been properly installed and used, and (2) has not been modified by persons other than i3; (b) it will use commercially reasonable efforts to correct material defects that are reported by Client or its Users and (c) Services will be provided in a timely, professional, and workmanlike manner with a level of care, skill, practice, and judgment consistent with commercially reasonable industry standards and practices for similar services.
- (b) THE FORGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. i3 EXPRESSLY DISCLAIMS ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.
- (c) CLIENT ACKNOWLEDGES THAT EACH SAAS SOLUTION IS PROVIDED VIA THIRD PARTY CLOUD HOSTING PROVIDER AND AGREES THAT (A) FROM TIME TO TIME, THE SAAS SOLUTION MAY BE INACCESSIBLE OR INOPERABLE FOR ANY REASON, INCLUDING: (1) EQUIPMENT MALFUNCTIONS; (2) PERIODIC MAINTENANCE PROCEDURES; OR (3) CAUSES BEYOND THE CONTROL OF i3 OR WHICH ARE NOT REASONABLY FORESEEABLE BY i3 INCLUDING THE INTERRUPTION OF TRANSMISSION LINKS; AND (B) i3 DOES NOT MANUFACTURE EQUIPMENT, HARDWARE, OR THIRD-PARTY SOFTWARE, MAKES NO WARRANTY AS TO EQUIPMENT, HARDWARE OR THIRD-PARTY SOFTWARE PROVIDED TO THE CLIENT, ALL OF WHICH IS SOLD OR LICENSED "AS-IS." CLIENT AGREES TO LOOK SOLELY TO THE WARRANTIES AND REMEDIES, IF ANY, PROVIDED BY THE MANUFACTURER(S) OF SUCH EQUIPMENT OR THIRD PARTY SOFTWARE.
- (d) Client will be fully and exclusively responsible for the accuracy of information obtained from use the System and the use of such information. Client agrees that i3 will not be liable for Client-caused data errors.

7. Indemnity. i3 shall indemnify, defend, and hold harmless the Client, including its officials, employees, and agents, from third-party claims, damages, losses, and expenses (including reasonable attorneys' fees) arising from i3's negligence, gross negligence, or willful misconduct. This does not apply to claims resulting from the City's own negligence or misconduct. The parties agree to cooperate in good faith in resolving claims, and each must use reasonable efforts to mitigate losses. The City shall not indemnify or defend any party under this Agreement. Indemnification provisions are void to the extent they conflict with Article III, Section 52 of the Texas Constitution or other applicable law. The Client shall not indemnify or defend any party under this Agreement. Indemnification provisions are void to the extent they conflict with Article III, Section 52 of the Texas Constitution or other applicable law.

8. Insurance. i3 will maintain in force adequate workers' compensation, commercial general liability, errors and omissions, cyber insurance and other forms of insurance.

9. Limitation of Liability. TO THE EXTENT PERMITTED BY APPLICABLE LAW, i3 AND ITS SUBSIDIARIES, AFFILIATES, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES WILL HAVE NO LIABILITY TO CLIENT, ITS USERS, OR ANY THIRD PARTY, FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST SAVINGS AND LOST REVENUES, WHETHER OR NOT CHARACTERIZED IN NEGLIGENCE, TORT, CONTRACT, OR OTHER THEORY OF LIABILITY, EVEN IF ANY OF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN ANY OF THE EXCLUDED DAMAGES. IN NO EVENT WILL i3'S LIABILITY ARISING OUT OF ANY CLAIM RELATED TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF EXCEED THE AGGREGATE AMOUNT PAID BY CLIENT FOR THE APPLICABLE PRODUCT OR SERVICE GIVING RISE TO THE CLAIM IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM.

- 10. Confidentiality.** Each Party acknowledges that it may learn or obtain Confidential Information (as defined below) about the other during the course of this Agreement. Each Party will: (i) maintain it in confidence, except to the extent necessary to carry out the purposes of this Agreement, in which event written confidentiality restrictions will be imposed upon the third parties to whom such disclosures are made; (ii) use at least the same degree of care in maintaining its secrecy as you uses in maintaining the secrecy of its own Confidential Information, but in no event less than a reasonable degree of care; and (iii) return all documents, copies, computer memory media, and all other materials containing any portion of the Confidential Information upon its request. "Confidential Information" means (a) all information about the business of the other Party or its affiliates, whether or not marked as proprietary, secret or confidential, and (b) all information or data relating to the Party's operations, employees, products, pricing, merchant agreements, services, clients, customers, or potential customers, that is not generally known. Confidential Information will not include information that: (i) is or becomes a part of the public domain through no act or omission by the Receiving Party; (ii) is independently developed by the Receiving Party without use of or reference to the Confidential Information of the Disclosing Party; (iii) is disclosed to the Receiving Party by a third party that was not bound by a confidentiality obligation to the Disclosing Party; or (iv) is demanded by a lawful order from any court or anybody empowered to issue such an order.
- 11. Non-Solicitation by Client.** During the Term of this Agreement and for a period of twelve (12) months following the termination or expiration of this Agreement, Client will not: (1) provide, directly or indirectly, any information relating to any of i3's customers which are known to Client to be customers of i3 to any person or entity that provides credit card merchant processing or related services; (2) solicit or otherwise encourage any customer of i3, either directly or indirectly, for its own purposes or those of another, without the prior written consent of i3, (3) to use the credit card merchant processing or related services of any person or entity other than i3; or (4) solicit or otherwise encourage any employee, agent, vendor or independent contractor of i3 to curtail, suspend or otherwise terminate such person's or entity's business relationship with i3, and will not offer to employ or employ any of i3's employees or any person who was an employee of i3 in the twelve (12) months prior to such offer or hiring by Client.
- 12. Audit.** For the purpose of verifying compliance with this Agreement, i3 will have the right, during normal business hours and upon reasonable advance notice and without material disruption to Client's business, to audit and inspect the use made of the Solution and the manner in which each are accessed by Client. If Client's records pursuant to this Section or otherwise indicate that (i) more Users are accessing the Solution than Client has paid for, or (ii) more Solutions are being accessed by Users than Client has been billed for, Client will pay i3 the shortfall in Fees retrospectively to the date of the applicable increase.
- 13. Miscellaneous.**
- (a) Notice.** All notices to a Party hereunder will be in writing, and delivered by certified mail, return receipt requested, overnight courier service, or by facsimile with confirmation by the above-described mailing methods to the address(es) set forth in this Master Agreement. Notice will be deemed delivered and received on the date it is actually received.
 - (b) Force Majeure.** Any failure or delay by i3 in the performance of its obligations pursuant to this Agreement will not be deemed a default or breach of the Agreement or a ground for termination to the extent such failure or delay is due to computer or Internet or telecommunications breakdowns, denial of service attacks, fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil unrest, rebellions or revolutions in the United States or any nation where the obligations under this Agreement are to be executed, strikes, supplier and third party failure, lockouts, or labor difficulties, or any similar cause beyond the reasonable control of i3.
 - (c) Independent Contractors.** i3 and Client hereby acknowledge and agree that this Agreement does not create and does not intend to create a partnership, association, joint venture, or other legal entity or form an employment relationship.
 - (d) Assignment.** This Agreement will be binding upon the successors and assigns of the parties, provided, however, that Client may not assign this agreement to a third party without the prior written consent of i3.



- (e) **Survival.** The obligations, agreements and covenants contained in Sections 5, 7, 9, 10 and 11 hereof will survive the termination or expiration of this Agreement.
- (f) **Severability.** If any provision or portion thereof of this Agreement or its application in a particular circumstance is held to be invalid or unenforceable to any extent in any jurisdiction. The parties agree that any such unenforceable term, provision or restriction will be deemed modified to the extent necessary to permit its enforcement to the maximum extent permitted by applicable law.
- (g) **Governing Law.** This Agreement is governed by Texas law, and any disputes must be brought in a court of competent jurisdiction located in Medina County, Texas. The parties' consent to jurisdiction and venue in those courts. In case of a conflict between this Agreement and Texas law, Texas law controls. Any unlawful provisions will be severed without affecting the remainder of the Agreement.
- (h)
- (i) **Sovereign Immunity.** Nothing in this Agreement shall be construed as a waiver of the Client's, City of Hondo, sovereign or governmental immunity, nor of any immunities or defenses available under Texas law. The Client expressly reserves all rights under the Texas Tort Claims Act and other applicable laws.
- (j) **PIA.** The Client, as a Texas home-rule municipality, is subject to the Texas Public Information Act, Chapter 552 of the Texas Government Code ("PIA"). If any documents or information provided under this Agreement are requested under the PIA, the Client will comply with its legal obligations under the Act.

14. Definitions.

- (a) **"Documentation"** means the manuals, specifications, and other materials describing the functionality, features, and operating characteristics of the Solution Software, if any, including any updates thereto provided by i3.
- (b) **"Users"** means those individuals that Client provides (or that i3 provides at Client's request) user identifications and passwords to Client's account.
- (c) **"Third Party Software"** means software and services authored by a third party.

NET Data Applications ANNEX

This NET Data Applications Annex supplements the terms of the Master Agreement.

1. i3 Responsibilities.

(a) i3 hereby grants a limited, subscription, cloud-based access to the NET Data Applications:

i. iCON Municipal CMS, iTicket, GHS RCMAaS, GovRec Payments

as set forth in the Ordering Document and pursuant to the terms of the Master Agreement.

(b) i3 will provide Client toll-free telephone support to assist Client's with problem resolution Monday- Friday, 8 a.m. to 5 p.m. CST (excluding Federal holidays and those recognized by the State of Texas).

2. Client's Additional Responsibilities.

(a) Client acknowledges that it has examined the NET Data Applications and determined that they are adaptable to Licensee's intended purpose.

(b) Client is fully and exclusively responsible for the accuracy of information obtained from use the Solution and its use of such information. Client agrees that i3 will not be liable for Client-caused data errors.

3. Term and Termination. This Annex is effective for a period of five (5) years ("Initial Term"), and will automatically renew for additional, successive one (1) year periods (each a "Renewal Term").

(a) Either party may terminate this Agreement by providing notice to the other in writing prior to ninety (90) days before the expiration of the then-current term. In the absence of any such ninety (90) day notice, the Agreement shall continue to automatically renew for additional Renewal Terms in the same manner at the end of any term.

(b) Either Party may terminate this Agreement based on a material breach of the Agreement however, the breaching Party must be notified in writing of the alleged breach and given ninety (90) days to cure the alleged breach.

(c) Upon termination of this Annex, Client agrees to immediately discontinue using the NET Data Applications and to return all user manuals and written or electronic data provided by i3. Upon Client's request if made within sixty (60) days of the effective date of termination of this Annex, i3 will take commercially reasonable steps to make available to Client a copy of all Client's data in electronic format. i3 will provide no more than 2 data extractions at no additional charge to Client. Additional extractions hereunder are to be invoiced to Client at i3's standard hourly billing rate. After sixty (60) days, i3 will have no obligation to maintain or provide data to Client and may remove all Client's data in its possession or control.

4. Service Availability.

(a) i3 will use reasonable best efforts to maintain the following Services availability:

i. For any consecutive one (1) year period, the Solution used within scope will be fully operational, available, and capable of supporting Client's workload at a 99.5% (24 hours per day, 365 days per year) availability level except for Scheduled Outages as specified.

ii. "Scheduled Outages" will be performed during the hours of 5 p.m. to 8 a.m. CST as necessary for upgrades, maintenance, or for any other agreed upon purpose.

iii. The NET Data Applications are "available" when the servers are operational and capable of serving Users, independent of any Client's network links outside our control, and will be available from at least

8 a.m. to 5 p.m. Central, Monday-Friday, except for federal and Texas holidays.

- iv. Should this service fail to meet the above listed availability requirements, Client may terminate this Annex.

(b) i3 is not responsible for any Solution or system failures during any period of time in which any of the following “Exclusions” exist:

- i. Client Resource Problems – Problems resulting from Client resources not under i3 management or control.
- ii. Failure of any hardware not under i3’s management (customer PC’s, portage boxes, etc.).
- iii. Scheduled Maintenance – Scheduled maintenance windows and other agreed-upon periods of time that are necessary for repairs or maintenance.
- iv. Network Changes – Changes made by Client to the networking environment that were not communicated to or approved in writing by i3.
- v. Agreed Temporary Exclusions – Any temporary exclusions requested by i3 and approved by Client to implement changes in the ICON Solution.
- vi. Client Actions – Downtime or Issues resulting from actions or inactions of Client contrary to i3’s reasonable recommendations.
- vii. Client Responsibilities – Downtime or issues resulting from any failure by Client to fulfill its responsibilities or obligations.
- viii. Internet Connectivity Loss – Loss of Internet connectivity to Client site for any reason.
- ix. Third-Party Software – Downtime or issues due to malfunctions or errors related to any third-party software in use by the Client.

5. Annex Governs. The terms of the Master Agreement remain in effect. To the extent there is any conflict between this Annex and the Master Agreement, applicable to the Services provided hereunder, the terms of this Annex will control.



i-TICKET ANNEX

This i-Ticket Annex supplements the terms of the Master Agreement.

- 1. i3 Responsibilities.** i3 will provide i-Ticket services to electronically file citations, issued in Client's jurisdiction and provided by the Texas Department of Public Safety or Client's Law Enforcement Offices, to Client's Court(s) software system ("i-Ticket Solution").
- 2. Client's Additional Responsibilities.**
 - (a)** Client will provide i3 with electronic access, including sufficient connectivity capabilities, to the information necessary to allow i3 to upload citations into its justice court(s) software system and perform its obligation hereunder.
 - (b)** Client acknowledges that it has examined the i-Ticket Solution and determined that it is adaptable to its intended purpose.
 - (c)** Client will be responsible for the accuracy of information obtained from use i-Ticket and the use of such information. Client agrees that i3 will not be liable for Client-caused data errors.
- 3. Compensation.** Client agrees to pay i3 fees defined in the "Ordering Document" for the i-Ticket Solution. Client will remit payment to i3 on a monthly basis by check.
- 4. Term and Termination.** This term of this agreement will be identical to the term of the NET Data Applications Annex between i3 and Client. If an NET Data Applications Annex is not entered into by i3 and Client, the term will be one (1) year and will renew automatically for additional, successive one (1) year periods (each a "Renewal Term").

Either Party may terminate this Annex without cause after the Initial Term by giving the other Party ninety (90) days' written notice of their intention to terminate.

Either Party may terminate this Agreement based on a material breach of the Agreement however, the breaching Party must be notified in writing of the alleged breach and given ninety (90) days to cure the alleged breach.

Upon termination of this Annex, Client agrees to immediately discontinue using the i-Ticket Solution and to return all user manuals and written or electronic data provided by i3.
- 5. Annex Governs.** The terms of the Master Agreement remain in effect. To the extent there is any conflict between this Annex and the Master Agreement, applicable to the Services provided hereunder, the terms of this Annex will control.

GRAVES HUMPHRIES STAHL, LTD. COLLECTION SERVICES ANNEX

This Collection Services Annex supplements the terms of the Master Agreement. For purposes of this Annex, i3 is doing business as “Graves Humphries Stahl, Ltd” (“GHS”).

1. i3 Responsibilities.

- (a) GHS will use its best efforts to provide services to collect delinquent court imposed fines, fees, court costs, restitution, debts, accounts receivable and other amounts (“Fines and Fees”), in accordance with Article 103.0031, Texas Code of Criminal Procedure (“Services”).
- (b) GHS will refer all payments for Fines and Fees and correspondence relating thereto directly to the court that assessed or levied the Fines and Fees collected.
- (c) GHS reserves the right to return accounts to Client if (i) GHS is unable to collect the Fines and Fees within one (1) year of Referral by Client or (ii) GHS determines that the offender is the subject of a pending bankruptcy proceeding (“Returned Fines and Fees”). Each parties’ obligations under this Annex will terminate with respect to Returned Fines and Fees upon return to Client.

2. Client’s Additional Responsibilities.

- (a) Client will refer Fines and Fees to GHS when such Fines and Fees are “delinquent” as provided for in Article 103.0031, Texas Code of Criminal Procedure.
- (b) Client will provide GHS with GHS’ preferred method of electronic access to, including sufficient connectivity capabilities, the information necessary to collect the Fines and Fees.

3. Compensation. Client agrees to pay GHS, as compensation for the Services under this Annex, as set forth below. All payments for Fines and Fees collected hereunder the property of GHS at the time of payment. Client will remit the Compensation to GHS on a monthly basis by check.

- (a) Twenty percent (20%) of the Fines and Fees imposed on all unadjudicated offenses committed on or before June 18, 2003.
- (b) Thirty percent (30%) of the Fines and Fees imposed on all adjudicated offenses regardless of the date of the offense as provided by Article 103.0031, Texas Code of Criminal Procedure.
- (c) Thirty percent (30%) of the Fines and Fees imposed on all unadjudicated offenses occurring after June 18, 2003, as provided by Article 103.0031, Texas Code of Criminal Procedure.
- (d) In the event Fines and Fees are disposed of through the performance of community service, credit for jail time served, or removed at the court’s discretion pursuant to Article 45.0491, Texas Code of Criminal Procedure, no compensation shall be paid to GHS.

4. Term and Termination. This Annex is effective for a period of five (5) years (“Initial Term”), and will automatically renew for additional, successive one (1) year periods (each a “Renewal Term”). Either party may terminate this Agreement by providing notice to the other in writing prior to ninety (90) days before the expiration of the then-current term. In the absence of any such ninety (90) day notice, the Agreement shall continue to automatically renew for additional Renewal Terms in the same manner at the end of any term. Client agrees that i3 will have an additional six (6) months following the termination date to complete work on all cases turned over to i3 prior to the notice of termination.

5. Annex Governs. The terms of the Master Agreement remain in effect. To the extent there is any conflict between this Annex and the Master Agreement applicable to the Services provided hereunder, the terms of this Annex will control.

Inter-Local Agreement between Sulphur Springs Police Department, Franklin County Sheriff's Office, and City of Hondo

**for access to a hosted Secure Facility with Information Technology Resources
and NET Data or GHS System/s and Government Software**

WHEREAS, the Sulphur Springs Police Department the primary service agency (hereinafter referred to as "PSA") has a Secure Facility with Information Technology Resources that are available to host NET Data System/s and Government Software for cooperating agencies; and

WHEREAS, Franklin County Sheriff's Office, the backup service agency (hereinafter referred to as "BSA") has Secure Facility with Information Technology Resources that are available to host NET Data System/s and Government Software for cooperating agencies; and

WHEREAS, City of Hondo, the requesting service agency (hereinafter referred to as "RSA") wishes to make use of the PSA and BSA Secure Facility with Information Technology Resources that are available to host NET Data System/s and Government Software to fulfill their purpose and mission; and

WHEREAS, PSA and BSA has an obligation to the Texas Department of Public Safety (DPS) to ensure its facility resources, services and criminal justice information are secured in a manner consistent with FBI Criminal Justice Information Systems (CJIS) policies and procedures; and

WHEREAS, cooperation among adjoining and adjacent cities and counties is not only a proper exercise of governmental powers and duties under and pursuant to, Texas Government Code Chapter 791.003 (1), 791.003 (3) (n), and 791.011 (c) (2), but will also permit and be conducive to the furnishing of such services in the most cost-effective way possible and,

WHEREAS, all parties wish to enter into this agreement to mutually benefit from certain economies realized through the sharing of secure facility resources and administrative functions associated with the routine operation of government to support public safety.

NOW, THEREFORE, in consideration of their mutual rights and obligations as set forth below, the PSA, BSA, and RSA agree as follows:

1. **Term:** This agreement will have a term of (1) year from the date of execution and will automatically renew without further action of any party, unless otherwise terminated as allowed in this Agreement. This Agreement may be terminated in its entirety by either party by providing a (180) day written notice to the other party.

2. **Fees:** All parties agree the PSA and BSA will neither charge nor owe the RSA any fees for access to secure Information Technology Resources and NET Data Systems and Government Software. Any financial obligations that may occur from any vendor used by the PSA and/or BSA for providing this service/s or by the RSA for obtaining access to this service/s under this Agreement is the sole responsibility of the party by which contracted with the vendor and will be payable from current revenues available to the respective vendor.

3. **Duties and Covenants of the PSA and BSA:** The PSA and BSA agrees to host a Secure Facility with Information Technology Resources and NET Data Systems and Government Software to provide a cost-effective solution for the administrative functions associated with the routine operation of government for the RSA. The hosted Secure Facility will include:

- Key fobbed facility access to NET Data's authorized IT employees for maintenance, operation and management of NET Data's System. NET Data IT employees will not be authorized unless the CJIS Security Addendum Certification, fingerprint and background checks, and CJIS Security Awareness Training requirements have been met as stated in the CJIS Security Policy.
- NET Data System/s and Government Software.
- NET Data's FIPS-142 connection portage device for secure access.
- NET Data's communication service for connectivity to NET Data's FIPS-142 Portage device, System/s, and Government Software.

4. **Duties and Covenants of the RSA:** the RSA agrees:

- To not permit any other person or entity, other than the RSA's authorized employees access to the PSA and/or BSA's secured Facility with Information Technology Resources and NET Data's System's and Government Software.
- To ensure all employees that have access are authorized in accordance to all Federal, State and Local Government laws, rules and regulations.
- To ensure that all authorized employees abide by all present and hereafter enacted Federal, State, and Local Government laws, rules and regulations concerning the collection, storage, retrieval, use, destruction, disclosure and dissemination of CJI and/or CHRI data.
- To advise authorized employees that any unauthorized retrieval, use or dissemination of confidential information is a violation of state law (Texas Government Code Section 411.085) and can lead to the filing of criminal charges against the authorized employee, in addition to cancellation of access to the stated services in this Agreement provided by the PSA and BSA.
- Upon discovery, notify the PSA, BSA and NET Data of a violation by an employee of the RSA, of any applicable Federal, State and Local Government laws, rules and regulations relating to the collection, storage, retrieval, use, destruction, disclosure and/or dissemination of CJI and/or CHRI data.

- Though the RSA's data will be physically stored at the PSA and BSA the data belongs to the RSA. The RSA is solely responsible for its accuracy, quality and reporting, including compliance with Federal, State and Local Government laws, rules and regulations.

5. **Severability:** The parties agree that in the event any provision of this Agreement is held by a court of competent jurisdiction to be in contradiction of any laws of the State or the United States, the parties will immediately rectify the offending portions of this Agreement. The remainder of the Agreement will be in full force and effect.

6. **Authorization:** All parties agree that this Agreement must be authorized by the governing body of each party to the Agreement.

THIS AGREEMENT made and entered into this _____ day of _____, 2025, by and between the BSA, PSA, and the RSA.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by the proper officers and officials.

Name, title of signatory authority (PSA)

Date: _____

Attest: _____

Name, title of signatory authority (BSA)

Date: _____

Attest: _____

Name, title of signatory authority (RSA)

Date: _____

Attest: _____



COST PROPOSAL

“Ordering Document”

Date Issued: 08/22/2025

Issued To: City of Hondo Municipal Court

Name: John Naron

Office: City Manager

Address: 1101 16th Street, Hondo, TX 78861

Phone: (830) 426-3380

PRODUCTS & SERVICES INITIAL FEES	QTY	PRICE	TOTAL
ICON Municipal Court Case Management	1	Waived	Waived
GovRec Online Plea & Pay	1	Waived	Waived
iTicket Citation Upload	1	Waived	Waived
Real Vision Imaging-1 User	1	Waived	Waived
GHS Collections Interface	1	Waived	Waived
Credit Card Interface	1	Waived	Waived
Data Conversion – inCode	1	\$5,500	\$5,500
RH-1000 Encryption VPN device	1	\$2,000	\$2,000
Online Training	32 hrs	\$75	\$2,400
		SUBTOTAL	\$9,900.00
1st YEAR RECURRING SaaS & MAINTENANCE FEES	QTY	PRICE	TOTAL
iCON Municipal CMS (ICON, GovRec, Imaging, iTicket, GHS)	1	\$7,000	\$7,000
RH-1000 Encryption VPN	1	\$650	\$650
		SUBTOTAL	\$7,650.00
		1st YEAR TOTAL	\$7,650.00

CONSIDERATION:

The proposed pricing for the 1st year of the term is listed above. Any pricing for subsequent years will not exceed a 5% increase.

i3:

Client:

By: _____

By: _____

Signature

Signature

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____