



REGULAR CITY COUNCIL MEETING

May 13, 2024 at 6:00 PM

City Council Chambers
1600 Avenue M, Hondo, TX

AGENDA

Notice is hereby given that a Regular City Council Meeting of the governing body of the City of Hondo will be held May 13, 2024 at 6:00 p.m. in the City Council Chambers, City Hall at 1600 Avenue M, Hondo, Texas, for the purpose of discussing matters incident and related to the City of Hondo.

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

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

The following items will be discussed, to-wit:

1. **CALL TO ORDER.**
2. **QUORUM CHECK.**
3. **INVOCATION BY PASTOR BEVERLY KELLING, ST. PAUL LUTHERAN CHURCH.**
4. **PLEDGE OF ALLEGIANCE.**
5. **CITIZENS'/PUBLIC COMMENTS**

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

PRESENTATIONS

6. CITY MANAGER'S REPORT. (JOHN NARON)

PROCLAMATIONS

7. DECLARE MAY 2024 AS COMMUNITY ACTION MONTH IN HONDO. (MAYOR MCANELLY)

8. DECLARE MAY 19-25, 2024 AS NATIONAL PUBLIC WORKS WEEK IN HONDO. (MAYOR MCANELLY)

CONSENT

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

9. CONSIDERATION AND APPROVAL OF THE APRIL 22, 2024 REGULAR CITY COUNCIL MEETING MINUTES. (REBEKAH DOLPHUS)

10. CONSIDERATION AND APPROVAL OF THE MAY 6, 2024 SPECIAL CITY COUNCIL MEETING MINUTES. (REBEKAH DOLPHUS)

11. CONSIDERATION AND APPROVAL OF THE 2ND QUARTER FINANCIAL REPORT FOR FY 2024. (CHRIS HILL)

12. CONSIDERATION AND APPROVAL OF THE 2ND QUARTER INVESTMENT REPORT FOR FY 2024. (CHRIS HILL)

13. CONSIDERATION AND APPROVAL OF ORDINANCE NO. 1287-05-24 OF THE CITY OF HONDO, TEXAS ADOPTING THE MARCH 25, 2024 COUNCIL ACTION APPROVING THE REZONING OF 0.2413 ACRES OF REAL PROPERTY BEING OUT OF LOT 3, BLOCK 6, C.J. BLESS ADDITION TO THE CITY OF HONDO, MEDINA COUNTY, TEXAS, OF RECORD IN VOLUME 6, PAGE 57 OF THE PLAT RECORDS OF MEDINA COUNTY, TEXAS, FROM RESIDENTIAL THREE (R3) DISTRICT TO GOVERNMENT/PUBLIC (GP) DISTRICT. (UCHE ECHEOZO)

OTHER BUSINESS

14. DISCUSS AND CONSIDER RESOLUTION NO. 426-24 (REBEKAH DOLPHUS)
A RESOLUTION CANVASSING THE RETURNS AND DECLARING THE RESULTS OF THE MAY 04, 2024, GENERAL ELECTION OF THE CITY OF HONDO, TEXAS.

15. DISSCUSS AND CONSIDER PICKLEBALL & BASKETBALL COURT REHABILITATION. (JOHN NARON)

16. DISCUSS AND CONSIDER ACTION RELATING TO HIGH DENSITY MINERAL BOND TREATMENT (JOHN NARON)

a. DISCUSS AND CONSIDER AUTHORIZING CITY MANAGER TO EXECUTE INTERLOCAL COOPERATIVE PURCHASING AGREEMENT ("ILA") WITH CITY

OF HURST, TEXAS TO PROVIDE COOPERATIVE PURCHASING SERVICES BETWEEN THE CITY OF HONDO AND CITY OF HURST; AND,

- b. SEEK DIRECTION FROM COUNCIL ON USING ILA WITH CITY OF HURST TO CONTRACT FOR HIGH DENSITY MINERAL BOND TREATMENT ("HA5")
- 17. **FINANCIAL ANALYSIS OF SOUTH TEXAS REGIONAL TRAINING CENTER. (JOHN NARON)**
- 18. **DISCUSS AND CONSIDER RESOLUTION NO. 427-24, A RESOLUTION OF THE CITY COUNCIL OF HONDO, TEXAS SUPPORTING THE APPLICATION OF HONDO RAILWAY FOR THE FY 2023/24 CONSOLIDATED RAIL INFRASTRUCTURE AND SAFETY IMPROVEMENTS (CRISI) GRANT FOR THE HONDO RAILWAY SHORT LINE EXPANSION PROJECT. (JOHN NARON)**

EXECUTIVE SESSION

19. **EXECUTIVE SESSION**

The City Council of the City of Hondo may convene in Executive Session in accordance with the Texas Open Meetings Act, Texas Government Code: Section 551.071(1) (A) and (2) (Consultations with Attorney) and Section 551.074 (Personnel Matters).

- a. **6 MONTH EVALUATION ON JOHN NARON, CITY MANAGER.**
- b. **DISCUSS COMPENSATION FOR UCHE ECHEOZO, DEVELOPMENT SERVICES MANAGER.**
- 20. **DISCUSS AND CONSIDER APPROPRIATE ACTION ON ITEMS RESULTING FROM EXECUTIVE SESSION.**
- 21. **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

ATTEST:

Rebekah Dolphus
City Secretary

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

NOTICE OF ASSISTANCE AT PUBLIC MEETINGS

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



City Council Communication

Title: CITY MANAGER'S REPORT. (JOHN NARON)

Date: May 13, 2024

From:

INFORMATION:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

None

STAFF CONTACTS:



City Council Communication

Title: DECLARE MAY 2024 AS COMMUNITY ACTION MONTH IN HONDO. (MAYOR MCANELLY)

Date: May 13, 2024

From:

INFORMATION:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

1. Proclamation for Community Action Month

STAFF CONTACTS:



Proclamation
Community Action Month
May 2024

WHEREAS, *The Community Council of South Central Texas, Inc. was established as a Community Action agency on May 11, 1965: and*

WHEREAS, *the service area encompasses the South Central and Southwest Texas Counties of Atascosa, Bandera, Comal, Dimmit, Edwards, Frio, Gillespie, Guadalupe, Karnes, Kendall, Kinney, Kerr, La Salle, Live Oak, Maverick, McMullen, Medina, Real, Uvalde, Val Verde, Wilson, Zavala, Terrell, Presidio, Pecos, Jeff Davis, Hudspeth, Culberson, Brewster and, Crane: and*

WHEREAS, *Community Action has made essential contributions to individuals and families across this Nation by creating economic opportunities and strengthening communities; and*

WHEREAS, *Community Action is a robust state and local force connecting people to life changing services and creating pathways to prosperity in 99% of all American counties; and*

WHEREAS, *Community Action builds and promotes economic stability as an essential aspect of enabling and enhancing stronger communities and stable homes; and*

WHEREAS, *Community Action strategies and innovative solutions evolve as the needs of individuals, families, and communities in cities, suburbs, and rural areas change; and*

WHEREAS, *Community Action is experienced in advancing opportunities by coordinating federal state, local and private resources to achieve results for people and communities; and*

WHEREAS, *Community Action insists on community participation and involvement ensuring that all sectors of the community have a voice and will be heard; and*

WHEREAS, *Community Action is celebrating 60 years of innovation, impact, and providing proven results for Americans.*

NOW, THEREFORE, BE IT RESOLVED *that I, John McAnelly Jr., Mayor of the City of Hondo, TX, with support of the full city council, do hereby proclaim May 2024 as Community Action Month in recognition of the hard work and dedication of all Hondo, TX Community Action Agencies.*

IN TESTIMONY WHEREOF, *I have hereunto set my hand and caused to be affixed the Great Seal of Hondo, TX, on this 13th day of May, 2024.*

ATTEST:

Rebekah Dolphus
City Secretary

John McAnelly Jr.
Mayor



City Council Communication

Title: DECLARE MAY 19-25, 2024 AS NATIONAL PUBLIC WORKS WEEK IN HONDO.
(MAYOR MCANELLY)

Date: May 13, 2024

From: Rene Saenz, Public Works Director

INFORMATION:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

1. Proclamation for Public Works Week

STAFF CONTACTS:



Proclamation

National Public Works Week

May 19 – 25, 2024

“Advancing Quality of Life For All”

WHEREAS, public works professionals focus on infrastructure, facilities, and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life, and well-being of the people of the City of Hondo; and,

WHEREAS, these infrastructure, facilities, and services could not be provided without the dedicated efforts of public works professionals, who are managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation’s transportation, water supply, water treatment, public buildings, and other structures and facilities essential for our citizens; and,

WHEREAS, it is in the public interest for the citizens, civic leaders, and children in the City of Hondo to gain knowledge of and maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and,

WHEREAS, the year 2024 marks the 64th annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association be it now,

NOW, THEREFORE, BE IT RESOLVED that I, John McAnelly Jr., Mayor of the City of Hondo, TX, with support of the full city council, do hereby designate the week of May 19–25, 2024, as National Public Works Week. I urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and advancing quality of life for all.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of Hondo, TX, on this 13th day of May, 2024.

ATTEST:

John McAnelly Jr.

Mayor

Rebekah Dolphus
City Secretary



City Council Communication

Title: CONSIDERATION AND APPROVAL OF THE APRIL 22, 2024 REGULAR CITY COUNCIL MEETING MINUTES. (REBEKAH DOLPHUS)

Date: May 13, 2024

From: Rebekah Dolphus, City Secretary

INFORMATION:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

1. Rough Draft Minutes

STAFF CONTACTS:

Rebekah Dolphus

MINUTES

REGULAR CITY COUNCIL MEETING

Monday, April 22, 2024 @ 6:00PM

City Council Chambers, 1600 Avenue M Hondo, Texas

1. Call to order.

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

2. Quorum check.

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

Absent: Councilman Brett Williams, Councilman Bobby Vela

Staff Present: City Manager John Naron, City Attorney Richard Lindner, City Secretary Rebekah Dolphus, IT Administrator Josh Rodriguez, Public Relations & Recreation Director Jamie Kindred, Director of Aviation Ryan Elder, Public Works Director Rene Saenz, Development Services Director Uche Echeozo, Electric Superintendent Val Sanchez

3. Invocation by Pastor Mike Vasquez, Hondo Baptist Church.

4. Pledge of Allegiance.

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

No Citizens’/Public comments.

PRESENTATIONS

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

- a. Ave V Project: Status update on current schedule and delays.

Mr. Naron proposed using pipe bursting as an alternative to trenching, emphasizing that this method would be significantly cheaper—costing only one-third as much—and could begin within 90 days. Mr. Saenz provided a detailed \$3.8 million cost estimate for the trenching method, in response to a request from Councilman Villa. He also mentioned that this information had already been shared at the Council Meeting on February 26, 2024.

- b. Fair Building status: status update on work completed and remaining work to be completed.

- **We are still in the process of getting bids for the bathrooms.**

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City Council Chambers, 1600 Avenue M Hondo, Texas

- Working with an attorney on the bid package as he has requested engineering for the AC.
- AC for the Bathroom, Kitchen, and other rooms has been installed and operating.
- The entry Hallway has been remodeled and recessed lighting added.
- Drop ceiling and LED lights have been completed in the Kitchen and Pantry area.
- The Hall has been painted and is 85% complete. We still need to add trim and paint the bay doors.
- The spray foam will need to start during the process of the change out of the AC.
- A sound system was added after a grant from NASA for the eclipse event.
- We expect to have leftover funds and will complete another exercise with the council and staff to prioritize additional repairs.

c. Pickle Ball courts status update.

- **Sunset Park Pickleball & Basketball Rehab Project** cost estimate of \$16,500
- **Hondo City Park #3 Pickleball and Basketball Rehab Project** cost estimate of \$6,800
- **T.A. Lopez Park Pickleball & Basketball Rehab Project** cost estimate of \$7,600

d. Swimming Pool: status update on repairs, painting, etc.

- **New chemical feeder installed.**
- **New interior lights installed.**
- **New exterior lights installed.**
- **New GFCI switches installed.**
- **All lifeguards have been hired and are currently undergoing drug screening and will then have their swim test. Lifeguards who are re-hires will have a refresher date with Karissa soon.**
- **Pool Party Reservations:** We were able to offer pool party reservations online for the first time. It went very well and all the available slots for pool parties are taken. (We offer parties Thursday through Sunday during the Open Swim Season).
- **Swim Lessons** are currently being ironed out and will be posted ASAP. Mindi and Karissa will have in person signups for this event as parents normally have several questions, and Karissa has prelim questions as well.
- **NEW Aqua Combat** class will start as soon as the lifeguard taking the class returns from the course around the middle of May.
- **New Ladders and Umbrellas** have been ordered to prepare for the upcoming season.
- **A deck is being built to cover the existing baby pool.**
- **Facility has been power washed and furniture is being moved out to be cleaned and ready for the season.**
- **Len and his crew are taking care of a few minor repairs (leaky toilet) and maintaining/preparing grass/planting flowers.**
- **Patrons can now purchase season passes, fitness passes and recreation passes online.**
- **May 1: Water aerobics and water Zumba begin.**
- **May 28: Open Swim begins. NEW Sensory Swim hour from 11-12 will begin at this time also.**
- **August 4: Last Open Swim date.**

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- We would like to continue Water Aerobics and Aqua Zumba through September, maybe October. We tried this last year for the first time and it was very successful.

e. Golf Course: regular hours of operation and update on past and upcoming closures.

- The golf course is currently only closed on Monday or if we have significant rain events, maintenance, or holidays. Here are the dates it was closed and the reason as to why.

DAY	DATE	REASON
SAT	3-Feb	RAIN
SAT	10-Feb	RAIN
WED	14-Feb	RAIN
WED	28-Feb	RAIN
THURS	29-Feb	RAIN
TUES	5-Mar	MAINTENANCE
WED	6-Mar	MAINTENANCE
THURS	7-Mar	MAINTENANCE
SUN	17-Mar	RAIN
WED	27-Mar	RAIN
FRI	29-Mar	GOOD FRIDAY
SUN	31-Mar	EASTER

f. TXDOT Update on FM 462 pavement repairs.

Response from Frances Merecka with TXDOT:

We are in the midst of a drainage study. I think we are around 60% on that, but I need to double check on that. We also just submitted for some pavement repairs, however that is for next year's contract, which would not be effective until September 1st, 2024 and then we have to wait for money to be released before we can do any work. Also, just because we submitted this location, doesn't mean it's on the contract for sure. We are fighting with 12 other counties for money and locations on that contract. I hope to be able to schedule a meeting with you and the drainage consultant in the near future.

Councilman Ytuarte emphasized the need to address the issue of near head-on collisions.

Mr. Naron responded by expressing his hope to meet with Ms. Merecka soon to convey this message and discuss the matter further.

g. Code Compliance questions:

- The process and timeline of receiving an approved permit.
- Current Status of the Development Services Department.

Mr. Naron provided an update on major projects, but attention was drawn by Councilman Ytuarte and Councilwoman Ramirez to smaller projects and ongoing customer service issues. In response, Mr. Naron mentioned that transferring Stephanie Velasquez to a new role would significantly aid in streamlining processes and improving communication with citizens, keeping them updated throughout the process.

h. Bond Projects: an update on all projects related to the Bond.

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Monday, April 22, 2024 @ 6:00PM

City Council Chambers, 1600 Avenue M Hondo, Texas

Department	Fund	Description	Debt	Status
PARKS	GENERAL	BASEBALL FIELD PROJECTS	\$400,000	Conceptual plans have started by staff and council. Staff is waiting on bid information to create an opinion of probable cost that will allow council to prioritize improvements based on available funding.
FAIR HALL	GENERAL	FAIR HALL RENOVATION	\$400,000	The Fairhall's main hall has been freshly painted, and trim has been installed. In the kitchen and auxiliary areas, drop ceilings and LED lighting have been added. The entryway has undergone remodeling to include recessed lighting, a new thermostat, and hooks for curtain rods, which are popular among decorators. A new air conditioning unit has been installed to cool all areas except the main hall. We have received bids for replacing the AC unit and for installing open-cell spray foam insulation. Our staff is currently consulting with our attorney to finalize the agreement details. Bids for bathrooms are expected soon, and with staff assistance we expect to start work soon. Additionally, a sound system has been installed, funded by a grant secured by Elsie and the Library staff. Staff anticipates a budget surplus and plans to present
ELECTRIC	ELECTRIC	AIRPORT RE-CONDUCTOR PROJECT	\$550,000	The Electric Department is preparing bid documents for procurement.
WATER	UTILITY WTR	DOWNTOWN GROUND STORAGE TANK	\$750,000	Awaiting attorney approval
WATER	UTILITY WTR	WELL #2 ELECTRICAL UPGRADE	\$250,000	The Water Department is preparing bid documents for procurement.
WATER	UTILITY WTR	WATER RIGHTS PURCHASE	\$1,500,000	Staff will be looking for assistance with the purchase of water rights after all projects have begun.
WASTEWATER	UTILITY WTR	WEST SIDE TRUNK MAIN	\$7,200,000	Task orders have been signed, and KSA has begun engineering and design for this project.
AIRPORT	AIRPORT	AIRPORT IMPROVEMENTS	\$250,000	Bids have been received, work is expected to begin no later than mid may.

7. Public Works Report. (Rene Saenz)

a. Ave V Project: status update on construction.

Mr. Saenz confirmed that the topics were thoroughly covered in the City Manager's report and during the February 26, 2024, City Council Meeting. He assured that everything is proceeding on schedule as previously presented.

b. Status and planning on city wide pothole repair efforts.

Mr. Saenz addressed that Rise Broadband has worsened a significant number of potholes, with the acknowledgment that efforts are being made to keep up without making excuses. Councilwoman Ramirez raised concerns about the alley area behind Valero on Avenue M and Highway 90. Mr. Saenz responded by stating his intention to repair that specific area with concrete and confirmed that plans for this are already in progress.

c. Status and planning on city wide curbing efforts.

Mr. Saenz stated the plan is to prioritize solving drainage issues before addressing curb installations. It was noted that while some streets have curbs, others do not, and sometimes only one side of the roadway is equipped with curbs. The goal is to ensure that good drainage systems are in place first, which will then facilitate the proper installation and maintenance of curbs across all streets.

d. Rise Broad Band status and repair costs.

Mr. Saenz stated as of today, the project is 94% complete. The next steps, per Rise Broad Band, involve running 7,000 linear feet of conduit, followed by pulling fiber through the conduit. No heavy machinery will be allowed during this phase. Financially, water-related

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City Council Chambers, 1600 Avenue M Hondo, Texas

costs are at \$34,647.89 and sewer-related costs at \$21,833.18, totaling \$56,481.07. These figures have been forwarded to legal counsel, and the process of charging for these damages is underway.

PROCLAMATIONS

8. Proclamation for City of Hondo efforts to preserve the monarch butterfly population. (Mayor McAnelly)

Mayor McAnelly presented a proclamation to Soledad Najera.

CONSENT

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

Councilman Ytuarte moved to approve items 9, 10, and 11; seconded by Council Woman Ramirez. Motion passes unanimously.

9. Consideration and approval of the April 8, 2024 Regular City Council Meeting minutes. (Rebekah Dolphus)

10. Consideration and approval of Resolution No. 425-24, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HONDO, TEXAS, AUTHORIZING THE SUBMISSION OF A TEXAS HOME INVESTMENT PARTNERSHIPS RSP AGREEMENT APPLICATION WHICH SHALL INCLUDE HRA, PERSONS WITH DISABILITIES AND DISASTER PROGRAM THROUGH THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS FOR PARTICIPATION IN THE HOME PROGRAM RESERVATION SYSTEM; AND AUTHORIZING THE CITY MAYOR TO ACT AS THE CITY'S EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE CITY'S PARTICIPATION IN THE HOME PROGRAM RESERVATION SYSTEM.

11. Consideration and approval of various Appointments to Boards and Commissions. (Mayor McAnelly)

- Board of Adjustments: Lee Taylor, George Adams, & Ernest Garza
- Economic Development Commission: Brett Riff
- Cemetery Advisory Board: Russ Renaud

OTHER BUSINESS

12. Discuss and consider action on proceeding with Electrical System Mapping-Modeling Planning Study and funding source. (Rene Saenz & Val Sanchez)

Mr. Sanchez presented details to Council & Mayor.

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REGULAR CITY COUNCIL MEETING

Monday, April 22, 2024 @ 6:00PM

City Council Chambers, 1600 Avenue M Hondo, Texas

Councilman Ytuarte moved to authorize the City Manager to proceed with Electrical System Mapping-Modeling Planning Study for an amount not to exceed 202,311.56 and be obtained via Electric Department Reserves; seconded by Council Woman Ramirez. Motion passes unanimously.

13. Discuss and consider potential action on the scope of Phase 2 Street Project and construction/remediation processes and products to be used. (John Naron & Rene Saenz)

Mr. Naron suggested applying HA5 on top of chip seal or as an alternative to chip seal as a strategy to provide multiple options and address citizen complaints about dust from chip seal. He proposed initiating this during the hotter months of June, July, or August. Councilman Villa has requested a detailed proposal for this plan by the second meeting in May.

No action taken.

14. Discuss and consider Ordinance No. 1285-04-24, AN ORDINANCE OF THE CITY OF HONDO, TEXAS REPEALING ORDINANCE NO. 1284-03-24 AND AMENDING CHAPTER 5 "BUSINESS REGULATIONS", ARTICLE 5.04 "PEDDLERS, CANVASSERS, VENDORS AND SOLICITORS" OF THE CITY CODE OF ORDINANCES TO ESTABLISH DIVISION 3 "CHARITABLE PURPOSES" WHICH CREATES PROCEDURES FOR THE PERMITTING OF LOCAL CHARITABLE FOOD VENDOR EVENTS; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; SETTING AN EFFECTIVE DATE; AND PROVIDING FOR CODIFICATION OF ORDINANCE. (John Naron)

Mr. Lindner, the City Attorney, presented to the council an update on the changes made to ordinance. He also answered questions from the council members, providing clarifications and additional information about the ordinance modifications.

Councilman Villa moved to accept Ordinance 1285-04-24; seconded by Council Woman Ramirez. Motion passes unanimously.

15. Discuss and consider Ordinance No. 1286-04-24, AN ORDINANCE AMENDING ORDINANCE NO. 1197-04-19 CODIFIED AS CHAPTER 13, SECTION 13 TO REVISE AND CLARIFY PROVISIONS RELATED TO COMBINED UTILITY BILLING STATEMENTS, UTILITY APPLICATIONS; DELINQUENCY PAYMENTS; PARTIAL PAYMENTS, DISCONNECTION, AND COLLECTION FEES; REPEALING ALL PARTS OF ORDINANCES IN CONFLICT; PROVIDING A CLAUSE; AN OPEN MEETINGS CLAUSE; AND PROVIDING FOR RELATED MATTERS; AND SETTING AN EFFECTIVE DATE. (John Naron)

Mr. Naron presented to council and addressed inquiries from the council members.

Councilman Ytuarte moved to accept Ordinance 1286-04-24; seconded by Council Woman Ramirez. Motion passes unanimously.

MINUTES

REGULAR CITY COUNCIL MEETING

Monday, April 22, 2024 @ 6:00PM

City Council Chambers, 1600 Avenue M Hondo, Texas

The City Council of the City of Hondo convened into Executive Session at 7:35 p.m.

16. Executive Session: The City Council of the City of Hondo may convene in Executive Session in accordance with the Texas Open Meetings Act, Texas Government Code:

Section 551.071(1) (A) and (2) (Consultations with Attorney) and Section 551.072 (Deliberations about Real Property), Section 551.074 (Personnel Matters), Section 551.076 (Deliberations about Security Devices), or Section 551.087 (Deliberations Regarding Economic Development Negotiations); Section 551.086 (Meeting concerning municipally owned utility-competitive matters);

- a. Update on payment dispute regarding Withum Consulting.
- b. Discuss SRO contract for 2024-2025 school year with Hondo ISD.
- c. Review Project Gladiator including potential easement.

The City Council of the City of Hondo reconvened into regular session at 8:40 p.m.

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

Councilman Ytuarte moved to authorize Mayor McAnelly to send a letter to the Hondo ISD school board in his official capacity; seconded by Councilman Villa. Motion passes unanimously.

18. Adjourn.

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

Meeting adjourned at 8:41 p.m.

PASSED AND APPROVED THIS 13TH DAY OF MAY 2024.

ATTEST:

John McAnelly, Jr., Mayor

Rebekah Dolphus
City Secretary

MINUTES

REGULAR CITY COUNCIL MEETING

Monday, April 22, 2024 @ 6:00PM

City Council Chambers, 1600 Avenue M Hondo, Texas



City Council Communication

Title: CONSIDERATION AND APPROVAL OF THE MAY 6, 2024 SPECIAL CITY COUNCIL MEETING MINUTES. (REBEKAH DOLPHUS)

Date: May 13, 2024

From: Rebekah Dolphus, City Secretary

INFORMATION:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

1. Rough Draft 050624

STAFF CONTACTS:

Rebekah Dolphus

MINUTES

SPECIAL CITY COUNCIL MEETING

Monday, May 6, 2024 @ 6:30PM

City Council Chambers, 1600 Avenue M Hondo, Texas

1. Call to order.

Mayor McAnelly called the meeting to order at 6:30 p.m.

2. Quorum check.

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

Absent: Councilman Bobby Vela, Council Woman Rachel Ramirez

Staff Present: City Secretary Rebekah Dolphus, Development Services Director Uche Echeozo

3. Pledge of Allegiance.

4. Citizens’/Public Comments

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

No public comments.

OTHER BUSINESS

5. Preliminary plat request from Capital Farm Credit

The City Council will hold a public hearing on a request from Capital Farm Credit for a Preliminary Plat on 3.063 Acres of land situated within the City of Hondo in Medina County, Texas, out of survey No. 194, Abstract No. 362, F. Enderle, with the legal description being, A0362 F. Enderle Survey 194. The subject property is located in the 200 block of Highway 90. The property is generally located south of Highway 90 within the Shoin Neighborhood and is identified as Assessor’s Parcel Identification No. 71195.

The preliminary plat is for a proposal on construction of a new lending facility and related parking.

A. Open Public Hearing

Public Hearing opened @ 6:35 p.m.

B. Staff Presentation

MINUTES

SPECIAL CITY COUNCIL MEETING

Monday, May 6, 2024 @ 6:30PM

City Council Chambers, 1600 Avenue M Hondo, Texas

Mr. Echeozo informed the Council that the Planning & Zoning Commission had voted in favor of approving the Preliminary Plat request. He also responded to questions and concerns from the Mayor and Council members regarding this matter.

C. Applicant Presentation

No presentation.

D. Public Comments (Limited to 3 minutes per person)

No public comments.

E. Adjourn Public Hearing.

Public Hearing closed @ 6:36 p.m.

F. Discussion and Possible Action: Preliminary Plat request from Capital Farm Credit

Councilman Ytuarte moved to accept Preliminary Plat request from Capital Farm Credit; seconded by Councilman Villa. Motion passes unanimously.

6. Discuss and consider rescheduling or canceling the City Council Meeting scheduled for May 27, 2024.

Councilman Villa moved to reschedule meeting for Tuesday May 28, 2024 @ 6:00 p.m.; seconded by Councilman Williams. Motion passes unanimously.

7. Adjourn.

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

Meeting adjourned at 6:41 p.m.

PASSED AND APPROVED THIS 13th DAY OF MAY 2024.

John McAnelly, Jr., Mayor

ATTEST:

Rebekah Dolphus
City Secretary

MINUTES

SPECIAL CITY COUNCIL MEETING

Monday, May 6, 2024 @ 6:30PM

City Council Chambers, 1600 Avenue M Hondo, Texas



City Council Communication

Title: CONSIDERATION AND APPROVAL OF THE 2ND QUARTER FINANCIAL REPORT FOR FY 2024. (CHRIS HILL)

Date: May 13, 2024

From: Chris Hill, Chief Finance Officer

INFORMATION:

To keep the City Council, staff and public informed of the receipt of revenues and expenditures of budgeted funds, the UNAUDITED 2nd Quarter Financial Report is presented for review. Since these accounts have yet to be audited, they are subject to change by the City's audit firm.

Please see the attached report for March 31, 2024.

FINANCIAL IMPACT:

93% of the property taxes have been collected. Sales tax is up 6% over last year. The city received the 2024 bond proceeds of \$11.3M on March 27.

Expenses are below budget.

Please see the attached financial report for March 31, 2024.

STAFF RECOMMENDATION:

The City Staff recommends acceptance of the 2nd Quarter Financial Report for the Fiscal Year ending September 30, 2024, as presented.

MOTION:

Approve the 2nd Quarter Financial Report for the Fiscal Year ending September 30, 2024, as presented.

ATTACHMENTS:

1. Budget Report - March 2024
2. 2nd Qtr. 2024 Financial Report F

STAFF CONTACTS:

Chris Hill
Chief Finance Officer
chill@hondo-tx.org



May 13, 2024

Mayor and Member of City Council
City of Hondo, Texas

We are pleased to present the first quarter budget report for the City of Hondo, Texas. The attached schedules reflect activity for the 6-month period ending March 31, 2024. This report reflects the first 6 months of the fiscal year or 50% of the year (for analysis please compare % of Budget to 50%) All the debt service payments due were paid on February 1. Detailed fund summaries are included in this document.

This report is based upon the accounting records of the City of Hondo, Texas Finance Department.

General Fund

As the primary operating fund for the City, the General Fund accounts for revenues dedicated to general government activities. These revenues, primarily made up of taxes and fees, fund general administration, public safety, parks, recreation and public works functions. As of March 31, 2024, the general fund was at 53.64% of its budgeted revenues for the year. 93.73% of the property tax has been collected. Sales tax is up 6% over last year. The city has received its bond proceeds and have collected 55% of its user fees to date.

Expenditures in the general fund are trending under budget at 44%. The departments trending over budget are due to larger capital expenditures and annual payments in first 2 quarters but will meet budget by year end.

As of March 31, 2024, the City reported a \$1.1M surplus in the general fund due to 93% of property taxes received compared to only 44% of expenditures to date and several departments are trending under budget.

Bond and Sinking Fund

This fund receives an allocation of the property tax levy and debt payment reimbursements from the Economic Development Corporation and Utility Funds (Electric, Water/Wastewater and Airport). These resources are used to fund principal and interest payments on outstanding debt. Property taxes received were 91.27% of budget. February principal or interest payments were paid on February 1. This fund projects to finish breakeven for the year.

Electric Fund

The Electric Fund accounts for the fees received and the cost of service to the electricity customers of Hondo.

Expenses are under budget for fiscal year 2023/2024 in the Electric fund. Revenue is currently at budget with the seasonal variations expected. Expenditures were below budget at 45.78% primarily due the capital items that have not yet been delivered. The fund is currently showing a surplus of \$290,249 compared to budget.

Water and Wastewater Fund

The Water/Wastewater Fund accounts for the fees received to fund the cost of water and wastewater services in Hondo. Water and wastewater revenue are trending slightly under budget for the year due to seasonal fluctuations and grant funds not yet received or 40% of their budgeted amounts. Expenditures are under budgeted amounts at 38.5% due to projects and grants. The fund is currently showing a surplus of \$145,256 compared to budget.

Airport Fund

The City of Hondo Airport fund accounts for the activities of the South Texas Regional Airport and the related property given to the City by the War Assets Department in 1948. Revenue for annual farm land lease was received in first quarter and additional lease of water rights increased revenue. The Demolition expenses and offsetting insurance proceeds were completed in first quarter. The fund is currently showing a surplus of \$101,946 over budget due to water lease to Water Fund and farm land lease.

Sanitation Fund

This fund accounts for the user charges to residential and commercial customers that finances the cost of this service. The collection and disposal services are performed under contract.

This fund at the mid-year is showing slight surplus of \$12,741.

Economic Development Corporation

The Hondo EDC is a 4B Type Corporation established for the creation and retention of new or expanded business enterprises that create or retain primary jobs. The Corporation is also authorized to fund the maintenance and operating expenses of eligible projects.

The EDC collected 55% of budgeted sales tax for fiscal year 2023/2024. Interest/Investment revenue is currently above budget 57% and staff expects this to continue for the remainder of the year. EDC has a surplus of \$71,289 due to \$56,127 of investment income and 6% increase in sales tax.

As always, we welcome your comments and questions.



2nd QUARTER BUDGET REPORT
CITY OF HONDO

March 31, 2024

City of Hondo
Fiscal Year Overview: FY24
Period Ending: March 31, 2024



General Fund

Revenue Summary

Past 12 Months	Budget	YTD	% of Budget
Property Tax	1,321,032	1,238,266	93.73%
Sales Tax	1,350,000	695,839	51.54%
User Fees	837,922	467,584	55.80%
Transfers	6,360,066	2,859,069	44.95%
Loan Proceeds	880,952	327,041	37.12%
Sale of Assets	20,000	160	0.80%
Grants	548,322	495,865	90.43%
Other Revenue	300,000	148,509	49.50%
Total Revenue	11,618,294	6,232,332	53.64%

Key Revenue Sources

Past 12 Months	Budget	YTD	% of Budget
Sales Tax	1,350,000	695,839	51.54%
Property Tax	1,321,032	1,238,266	93.73%
Court Fines & Fees	60,000	52,014	86.69%
Building & Permits	202,500	64,168	31.69%
Recreation Fees	75,000	22,372	29.83%
Golf Course	75,000	34,883	46.51%
Interest Income	300,000	148,509	49.50%

Expenditure Summary

Past 12 Months	Budget	YTD	% of Budget
Council	46,600	18,484	39.67%
Administration	1,100,841	260,862	23.70%
Tax	39,583	17,041	43.05%
Finance	390,843	204,291	52.27%
Police	3,050,258	1,313,434	43.06%
Legal & Courts	221,117	86,083	38.93%
Emergency Services	15,846	13,627	86.00%
Animal Control	216,863	79,007	36.43%
Streets	1,309,636	734,026	56.05%
Library	446,344	226,960	50.85%
Parks	891,030	338,960	38.04%
Facilities Division	552,136	224,801	40.71%
Recreation	816,671	274,561	33.62%
Golf Course	347,860	150,196	43.18%
Development Services	474,141	239,770	50.57%
City Secretary	129,587	24,845	19.17%
Non-profits	21,880	12,690	58.00%
Public Works	317,107	118,826	37.47%
Human Resources	116,120	50,184	43.22%
Information Technology	672,382	303,758	45.18%
Grants	441,450	420,660	95.29%
Total Expenditures	11,618,294	5,113,064	44.01%

Budget Surplus/Deficit

- 1,119,268



Property Tax Breakdown (M&O & I&S)

Original Roll	2,031,221
YTD Collections	1,886,428
% of Roll Collected	92.87%
Uncollected Balance	144,793

City of Hondo, Texas
Bond Interest and Sinking Fund
Statement of Revenues and Expenditures
Budget to Actual

March 31, 2024

	Budget	YTD Budget	YTD Actual	Variance	% of Budget
Revenues					
Property Tax	710,190	355,095	648,162	293,067	91.27%
Transfers In					
EDC	133,823	66,911	66,911	-	50.00%
Electric Fund	84,073	42,037	42,037	0	50.00%
Water Fund	570,385	285,193	285,192	(0)	50.00%
Airport Fund	16,373	8,186	8,186	0	50.00%
Total Revenues	1,514,844	757,422	1,050,488	293,066	69.35%
Expenditures					
Principal Retirements					
2014 Refunding	181,000	90,500	181,000	90,500	100.00%
2016 CO	140,000	70,000	-	(70,000)	0.00%
2015 CO	235,000	117,500	-	(117,500)	0.00%
2017 CO	255,000	127,500	-	(127,500)	0.00%
2021 CO	75,000	37,500	75,000	37,500	(37,500)
2021 EDC Sales Tax	65,000	32,500	65,000	32,500	(32,500)
2022 Tax Notes	95,000	47,500	95,000	47,500	(47,500)
2022A Tax Notes	110,000	55,000	110,000	55,000	(55,000)
Interest					
Miscellaneous (payment to escrow)	2,800	1,400	2,100	700	75.00%
2014 Refunding	8,682	4,341	5,721	1,380	65.90%
2016 CO	60,252	30,126	11,465	(18,661)	19.03%
2015 CO	20,962	10,481	30,126	19,645	143.72%
2017 CO	97,621	48,810	48,810	-	50.00%
2021 CO	107,025	53,513	54,075	563	50.53%
2021 EDC Sales Tax	9,050	4,525	4,850	325	53.59%
2022 Tax Notes	9,266	4,633	4,956	323	53.49%
2022A Tax Notes	43,187	21,594	22,379	785	51.82%
Total Expenditures	1,514,844	757,422	710,482	(46,940)	46.90%
Revenue over (under) expenditures	-	-	340,006	340,006	

City of Hondo, Texas
Electric Fund
Statement of Revenues and Expenses
Budget to Actual

March 31, 2024

	Budget	YTD Budget	YTD Actual	Variance	% of Budget
Revenues					
Residential	4,250,000	2,125,000	2,098,179	(26,821)	49.37%
Commercial	4,368,000	2,184,000	2,257,625	73,625	51.69%
Industrial	700,000	350,000	312,258	(37,742)	44.61%
Penalties	100,000	50,000	61,041	11,041	61.04%
New Installs	25,000	12,500	19,963	7,463	79.85%
Loan Proceeds	350,000	175,000	-	(175,000)	0.00%
Other	92,861	46,431	67,083	20,653	72.24%
Total Revenues	9,885,861	4,942,931	4,816,149	(126,781)	48.72%
Expenses					
Personnel	772,109	386,054	281,047	(105,008)	36.40%
Supplies	502,150	251,075	62,373	(188,702)	12.42%
Other Services	5,152,291	2,576,145	2,646,325	70,180	51.36%
Capital Outlay	387,000	193,500	-	(193,500)	0.00%
Debt Service	84,073	42,037	42,037	0	50.00%
Transfers	2,988,238	1,494,119	1,494,119	-	50.00%
Total Expenses	9,885,861	4,942,931	4,525,900	(417,030)	45.78%
Revenue over (under) expense	-	-	290,249	290,249	

City of Hondo, Texas
Water & Wasterwater Fund
Statement of Revenues and Expenses
Budget to Actual

March 31, 2024

	Budget	YTD Budget	YTD Actual	Variance	% of Budget
Revenues					
Operating Revenues					
Water					
Revenue	3,450,000	1,725,000	1,469,749	(255,251)	42.60%
EAA Aquifer Management	275,000	137,500	115,754	(21,746)	42.09%
Other Fees	118,927	59,464	70,654	11,190	59.41%
Wastewater					
Revenue	1,530,000	765,000	677,781	(87,219)	44.30%
Other Fees	27,500	13,750	14,231	481	51.75%
Interest	165,000	82,500	97,374	14,874	59.01%
Transfer in - Fund Balance	1,073,662	536,831	536,830	(1)	50.00%
Grants	1,297,688	648,844	225,829	(423,015)	17.40%
Total Revenues	7,937,777	3,968,889	3,208,202	(760,687)	40.42%
Expenses					
Water					
Personnel	584,723	292,361	243,966	(48,396)	41.72%
Supplies	297,650	148,825	98,402	(50,423)	33.06%
Other Services	467,275	233,638	205,366	(28,272)	43.95%
Capital Outlay	399,498	199,749	220,829	21,080	55.28%
Debt Service	570,384	285,192	285,192	0	50.00%
Transfers	1,556,365	778,182	778,182	0	50.00%
Total Water	3,875,895	1,937,948	1,831,937	(106,010)	47.26%
Wastewater					
Personnel	404,014	202,007	179,363	(22,644)	44.40%
Supplies	257,950	128,975	99,028	(29,947)	38.39%
Other Services	198,300	99,150	63,624	(35,526)	32.08%
Capital Outlay	375,000	187,500	178,989	(8,511)	47.73%
Transfers	879,995	439,997	439,997	(0)	50.00%
Total Wastewater	2,115,258	1,057,629	961,001	(96,628)	45.43%
Utility Billing					
Personnel	249,802	124,901	110,930	(13,971)	44.41%
Supplies	22,800	11,400	2,357	(9,043)	10.34%
Other Services	90,823	45,411	43,507	(1,904)	47.90%
Total Utility Billing	363,425	181,712	156,794	(24,919)	43.14%
Grants					
CDBG Grants	312,500	156,250	-	(156,250)	0.00%
Capital Outlay	68,000	34,000	107,575	73,575	158.20%
TWDB Projects	1,202,700	601,350	5,639	(595,711)	0.47%
Total Expenses	7,937,777	3,968,889	3,062,946	(798,349)	38.59%
Revenue over (under) expense	-	-	145,256	37,662	

City of Hondo, Texas
Airport Fund
Statement of Revenues and Expenses
Budget to Actual

March 31, 2024

	Budget	YTD Budget	YTD Actual	Variance	% of Budget
Revenues					
Aviation					
Fuel	420,000	210,000	205,419	(4,581)	48.91%
Hangars	369,321	184,661	188,799	4,139	51.12%
Other	42,682	21,341	13,478	(7,863)	31.58%
Non-Aviation					
Other	175,168	87,584	166,081	78,497	94.81%
Transfer in - Fund Balance	-	-	166,841		
Grants	100,000	50,000	-	(50,000)	0.00%
Total Revenues	1,107,171	553,586	740,618	20,191	66.89%
Expenses					
Personnel	390,516	195,258	181,067	(14,191)	46.37%
Supplies	336,800	168,400	168,445	45	50.01%
Other Services	136,100	68,050	208,478	140,428	153.18%
Debt Service	56,315	28,157	8,186	(19,971)	14.54%
Transfers	44,791	22,396	22,396	-	50.00%
Grants	111,111	55,556	50,100	(5,455)	45.09%
Total Expenses	1,075,633	537,817	638,672	100,855	59.38%
Revenue over (under) expense	31,538	15,769	101,946	(80,664)	

City of Hondo, Texas
Sanitation Fund
Statement of Revenues and Expenses
Budget to Actual

March 31, 2024

	Budget	YTD Budget	YTD Actual	Variance	% of Budget
Revenues					
Charges for Services					
Residential	700,000	350,000	363,436	13,436	51.92%
Commercial	850,000	425,000	454,523	29,523	53.47%
Penalties	14,000	7,000	8,084	1,084	57.74%
Miscellaneous	500	250	254	4	50.79%
Interest	25,000	12,500	10,057	(2,443)	40.23%
Total Revenues	1,589,500	794,750	836,353	41,603	52.62%
Expenses					
Services					
Residential	600,000	300,000	315,132	15,132	52.52%
Commercial	830,000	415,000	428,674	13,674	51.65%
Tires and TV Pickups	5,000	2,500	2,556	56	51.12%
Transfers	154,500	77,250	77,250	-	50.00%
Total Expenses	1,589,500	794,750	823,612	28,862	51.82%
Revenue over (under) expense	-	-	12,741	12,741	

City of Hondo, Texas
Economic Development Corporation
Statement of Revenues and Expenses
Budget to Actual

March 31, 2024

	Budget	YTD Budget	YTD Actual	Variance	% of Budget
Revenues					
Sales Tax	625,000	312,500	347,919	35,419	55.67%
Miscellaneous	315,557	157,779	155,329	(2,450)	49.22%
Interest Revenue	98,095	49,047	56,127	7,080	57.22%
Total Revenues	1,038,652	519,326	559,375	40,049	53.86%
Expenses					
Personnel	260,105	130,052	107,870	(22,182)	41.47%
Supplies	6,000	3,000	1,486	(1,514)	24.76%
Other Services	638,724	319,362	311,819	(7,543)	48.82%
Debt Service	133,823	66,911	66,911	-	50.00%
Total Expenses	1,038,652	519,326	488,086	(31,240)	46.99%
Revenue over (under) expenses	-	-	71,289	71,289	

City of Hondo, Texas
 Court Technology/Security Fund
 Statement of Revenues and Expenses
 Budget to Actual

March 31, 2024

	Budget	YTD Budget	YTD Actual	Variance	% of Budget
Revenues					
Court Security Fee	1,200	600	72	(528)	6.00%
Court Technology Fees	1,700	850	112	(738)	6.59%
Interest Revenue	500	250	-	(250)	0.00%
Total Revenues	3,400	1,700	184	(1,516)	5.41%
Expenses					
Other Services	500	250	-	(250)	0.00%
Total Expenses	500	250	-	(250)	0.00%
Revenue over (under) expenses	2,900	1,450	184	(1,266)	

City of Hondo, Texas
 Perpetual Care Fund
 Statement of Revenues and Expenses
 Budget to Actual

March 31, 2024

	Budget	YTD Budget	YTD Actual	Variance	% of Budget
Revenues					
Revenues	20,000	10,000	12,500	2,500	62.50%
Interest Revenue	1,000	500	26,554		
Transfer in - Fund Balance	40,000	20,000	-	(20,000)	0.00%
Total Revenues	61,000	30,500	39,054	(17,500)	64.02%
Expenses					
Mowing Fees to General Fund	40,000	20,000	20,000	-	50.00%
Bank Fees	-	-	-	-	0.00%
Cemetery Cleanup	1,000	500	288		
Lawn Mower	20,000	10,000	10,000	-	50.00%
Total Expenses	61,000	30,500	30,288	-	49.65%
			-		
Revenue over (under) expenses	-	-	8,766	(17,500)	

City of Hondo, Texas
General Capital Projects
Statement of Revenues and Expenses
Budget to Actual

March 31, 2024

	Budget	YTD Budget	YTD Actual	Variance	% of Budget
Revenues					
Interest Revenue	-	-	72,108	72,108	0.00%
Transfer In	2,500,000	1,250,000	2,220,182	970,182	88.81%
Total Revenues	2,500,000	1,250,000	2,292,290	1,042,290	91.69%
Expenses					
Street Improvements	2,500,000	1,250,000	2,220,182	970,182	88.81%
Total Expenses	2,500,000	1,250,000	2,220,182	970,182	88.81%
Revenue over (under) expenses	-	-	72,108	72,108	

City of Hondo, Texas
South Texas Regional Training Center
Statement of Revenues and Expenses
Budget to Actual

March 31, 2024

	Budget	YTD Budget	YTD Actual	Variance	% of Budget
Revenues					
SWTJC Rent	49,405	24,703	24,702	(0)	50.00%
Alamo Workforce Office Lease	23,747	11,874	11,873	(0)	50.00%
Monthly Utility	10,068	5,034	4,211	(823)	41.83%
Admin Services & Support	20,280	10,140	10,140	-	50.00%
Miscellaneous	24,650	12,325	16,010	3,685	64.95%
Transfers	85,000	42,500	42,500	-	50.00%
Total Revenues	213,150	106,575	109,437	2,862	51.34%
Expenses					
Personnel	133,893	66,946	52,534	(14,412)	39.24%
Supplies	7,700	3,850	2,649	(1,201)	34.40%
Other Services	65,285	32,643	16,001	(16,642)	24.51%
Capital Outlay	6,272	3,136	-	(3,136)	0.00%
Total Expenses	213,150	106,575	71,184	(35,391)	33.40%
Revenue over (under) expenses	-	-	38,253	38,253	

City of Hondo, Texas
Hotel/Motel Tax Fund
Statement of Revenues and Expenses
Budget to Actual

March 31, 2024

	Budget	YTD Budget	YTD Actual	Variance	% of Budget
Revenues					
Hotel/Motel Tax Revenues	135,000	67,500	54,433	(13,067)	40.32%
Interest Revenue	-	-	-	-	0.00%
Total Revenues	135,000	67,500	54,433	(13,067)	40.32%
Expenses					
Hondo Chamber of Commerce	65,000	32,500	32,500	-	50.00%
Medina County Museum	7,500	3,750	3,750	-	50.00%
Rodeo Association	10,000	5,000	5,000	-	50.00%
Medina Livestock Assoc	5,000	2,500	1,250	(1,250)	25.00%
Transfers	47,500	23,750	11,875	(11,875)	25.00%
Total Expenses	135,000	67,500	54,375	(13,125)	40.28%
Revenue over (under) expenses	-	-	58	58	

City of Hondo, Texas
Water Resource Fund
Statement of Revenues and Expenses
Budget to Actual

March 31, 2024

	Budget	YTD Budget	YTD Actual	Variance	% of Budget
Revenues					
Water Resource Revenues	30,000	15,000	15,611	611	52.04%
Interest Revenue	-	-	-	-	0.00%
Total Revenues	30,000	15,000	15,611	611	52.04%
Expenses					
Transfers	30,000	15,000	64,747	49,747	215.82%
Total Expenses	30,000	15,000	64,747	49,747	215.82%
Revenue over (under) expenses	-	-	(49,136)	(49,136)	

City of Hondo, Texas
Fair Hall & Livestock
Statement of Revenues and Expenses
Budget to Actual

March 31, 2024

	Budget	YTD Budget	YTD Actual	Variance	% of Budget
Revenues					
Fair Building Rental	32,500	16,250	14,400	(1,850)	44.31%
Fair Building Deposits	-	-	(357)	(357)	0.00%
Interest Income	-	-	-	-	0.00%
Transfers	47,500	23,750	11,875	(11,875)	25.00%
Total Revenues	80,000	40,000	25,918	(14,082)	32.40%
Expenses					
Personnel	-	-	-	-	0.00%
Supplies	59,000	29,500	21,952	(7,548)	37.21%
Other Services	21,000	10,500	8,430	(2,070)	40.15%
Total Expenses	80,000	40,000	30,382	(9,618)	37.98%
Revenue over (under) expenses	-	-	(4,464)	(4,464)	



City Council Communication

Title: CONSIDERATION AND APPROVAL OF THE 2ND QUARTER INVESTMENT REPORT FOR FY 2024. (CHRIS HILL)

Date: May 13, 2024

From: Chris Hill, Chief Finance Officer

INFORMATION:

In an effort to keep the City Council, staff and public informed of the receipt of quarterly interest earned on the City of Hondo's Investments, the 2nd Quarter Investment Report for the Fiscal Year ending September 30, 2024, is presented for review.

FINANCIAL IMPACT:

The City increased earnings with the investment strategy of using TexPool Prime and High Rate CDs. The quarterly earnings for the 2nd quarter ended March 31, 2024 was \$221,551, which is another strong quarter, plus the prior quarter of December 2023 equals a total of \$463,239 for the Fiscal YTD 2023/2024.

The quarterly investment reports will be reviewed by the City of Hondo external auditor during the annual financial audit.

STAFF RECOMMENDATION:

The City Staff recommends approval/acceptance of the 2nd Quarter Investment Report for the 3-month period ended March 31, 2024, as presented.

MOTION:

Approve the 2nd Quarter Investment Report for the fiscal year ending September 30, 2024.

ATTACHMENTS:

1. March 2024 Quarter Investment report signed

STAFF CONTACTS:

Chris Hill
Chief Finance Officer
chill@hondo-tx.org

City of Hondo
Investment Inventory Report
2nd Quarter Report
 March 31, 2024



Security	Owner	Avg. Rate/ Yield	Next Maturity	Original Amt.	Ending Balance	Ending Market	QTD Earnings
Water Rights - Owned (Fund 3)	Fund 03	0.00%		\$ 199,540.60	\$ 199,540.60	\$ 199,540.60	
Investment Fund - General	TXN	0.50%	N/A	500,166.94	500,840.48	500,840.48	\$ 673.54
Texpool - General Fund	Texpool	5.52%	N/A	4,250,000.00	4,742,037.84	4,742,037.84	\$ 64,595.30
Texpool - Electric	Texpool	5.52%	N/A	1,500,000.00	1,596,082.53	1,596,082.53	\$ 21,741.59
Texpool - Water & Wastewater	Texpool	5.52%	N/A	2,375,000.00	2,540,853.76	2,540,853.76	\$ 34,611.11
Texpool - General Street Capital Projects	Texpool	5.52%	N/A	1,875,000.00	1,806,645.62	1,806,645.62	\$ 24,609.84
CD Investment - EDC	CD - TXN	5.00%	4/16/2024	2,300,000.00	2,309,767.12	2,309,767.12	\$ 18,942.91
CD Investment - General Capital Projects	CD - TXN	5.00%	5/1/2024				\$ -
CD Investment - ARPA	CD - TXN	5.00%	5/1/2024	900,000.00	600,000.00	600,000.00	\$ 8,411.90
CD Investment - Water and Wastewater	CD - TXN	5.00%	5/1/2024	500,000.00	1,207,957.26	1,207,957.26	\$ 16,935.35
CD Investment - Sanitation	CD - TXN	5.00%	5/1/2024	300,000.00	450,000.00	450,000.00	\$ 6,308.92
CD Investment - Perpetual Care Fund	CD - TXN	5.00%	5/1/2024	550,000.00	550,000.00	550,000.00	\$ 7,710.90
CD Investment - General Fund	CD - TXN	5.00%	5/1/2024	1,100,000.00	1,213,262.11	1,213,262.11	\$ 17,009.72
TOTAL Investments and Interest Earnings				\$ 16,150,166.94	\$ 17,517,446.72	\$ 17,517,446.72	\$ 221,551.09

WEIGHTED AVERAGE MATURITY (Interest Bearing Only)	BOOK VALUE	DAYS TO MAT.
Texpool Prime	\$ 10,685,620	39
TXN CD (No penalty early withdrawal)		

Fund Totals of Investments	
General Fund	36.86% 6,456,140.43
Perpetual Care	3.14% 550,000.00
Gen. Street Cap Proj.	10.31% 1,806,645.62
Water & Wastewater	21.40% 3,748,811.02
EDC	13.19% 2,309,767.12
Sanitation	2.57% 450,000.00
ARPA	3.43% 600,000.00
Electric	9.11% 1,596,082.53
INVESTMENT TOTALS	\$ 17,517,446.72

This report is in compliance with the City's Investment Policy
 Section V. and the Reporting and Texas Government Code
 Section 2256.023.

Christopher Hill

Christopher Hill, Chief Financial Officer



City Council Communication

Title: CONSIDERATION AND APPROVAL OF ORDINANCE NO. 1287-05-24 OF THE CITY OF HONDO, TEXAS ADOPTING THE MARCH 25, 2024 COUNCIL ACTION APPROVING THE REZONING OF 0.2413 ACRES OF REAL PROPERTY BEING OUT OF LOT 3, BLOCK 6, C.J. BLESS ADDITION TO THE CITY OF HONDO, MEDINA COUNTY, TEXAS, OF RECORD IN VOLUME 6, PAGE 57 OF THE PLAT RECORDS OF MEDINA COUNTY, TEXAS, FROM RESIDENTIAL THREE (R3) DISTRICT TO GOVERNMENT/PUBLIC (GP) DISTRICT. (UCHE ECHEOZO)

Date: May 13, 2024

From: Uche Echeozo, Development Services Manager

INFORMATION:

This Ordinance is for Medina County Rezoning case that was passed on March 25, 2024 by City Council. There was no Ordinance done for that meeting. This is the Ordinance for that case.

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

1. 1287-05-24

STAFF CONTACTS:

Rebekah Dolphus Uche Echeozo

ORDINANCE NO. 1287-05-24

AN ORDINANCE OF THE CITY OF HONDO, TEXAS ADOPTING THE MARCH 25, 2024 ACTION APPROVING THE REZONING OF 0.2413 ACRES OF REAL PROPERTY BEING OUT OF LOT 3, BLOCK 6, C.J. BLESS ADDITION TO THE CITY OF HONDO, MEDINA COUNTY, TEXAS, OF RECORD IN VOLUME 6, PAGE 57 OF THE PLAT RECORDS OF MEDINA COUNTY, TEXAS, FROM RESIDENTIAL THREE (R3) DISTRICT TO GOVERNMENT/PUBLIC (GP) DISTRICT; DECLARING COMPLIANCE WITH MUNICIPAL ZONING REGULATIONS, STATE LAW, PUBLIC NOTICE AND HEARING REQUIREMENTS; INCORPORATING RECITALS; REPEALING ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, Texas Local Government Code Section 211.004 provides that zoning regulations and district boundaries must be adopted in accordance with a duly adopted Comprehensive Plan; and

WHEREAS, Texas Local Government Code Section 211.002 authorizes the City of Hondo, Texas (“City”), as a home-rule municipality, to adopt, repeal or amend zoning district boundaries in order to promote the public health, safety and general welfare of the City; and

WHEREAS, Section 3.3 of the Unified Development Code of the City of Hondo also provides that the City Council with the authority to fix City zoning district boundaries by ordinance, and provide for the alteration of said boundaries in any manner provided by law; and

WHEREAS, the City of Hondo received an application from Owner, Medina County, to rezone 0.2413 acres of real property located at 1306 14th Street, out of Survey No. 187, Abstract No. 428, A. Gsell, original Grantee, with legal description being Lot 3, Block 6, C.J. Bless Addition to the City of Hondo, Medina County, Texas, from Residential Three (R3) District to Government/Public (GP) District; and

WHEREAS, two public hearings were held to discuss the rezoning of the real property described herein; with the first public hearing being conducted by the Planning & Zoning Commission on March 18, 2024, and the second public hearing being conducted by City Council on March 25, 2024; each being conducted for the purpose of providing all interested persons the opportunity to be heard concerning the proposed rezoning described herein and further depicted in Exhibit “A” hereto; and

WHEREAS, legal notice notifying the public of both public hearings on the property proposed to be rezoned, 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, February 29, 2024, with said publication provided more than fifteen (15) days prior to the public hearing before the City Council; and

WHEREAS, written notice of the above public hearings before the Planning & Zoning Commission and the City Council were sent to each owner of real property, as indicated on the approved tax roll of the City of Hondo, within 200 feet of the property to be rezoned, with said notice provided more than ten (10) days prior to the initial public hearing of the City Council as cited above; and;

WHEREAS, the Planning and Zoning Commission, by action at a regular meeting held on March 18, 2024, recommended to City Council the rezoning of certain real property located at 1306 14th Street from Residential Three (R3) District to Government/Public (GP) District, as reflected in the attached Exhibit “A,” be approved; and

WHEREAS, the City Council, by final unanimous vote at a Regular City Council meeting on March 25, 2024, determined that the rezoning of certain real property located at 1306 14th Street from Residential Three (R3) District to Government/Public (GP) District, as reflected in the attached Exhibit “A,” shall be approved, as City Council found that the proposed rezoning action would promote the health, safety, and general welfare of the City and the safe and orderly development of the City, is compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood, and would result in properties suitable for uses permitted by the zoning district as changed by this Ordinance.

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

Section 1. Amendment.

- A. The zoning district for 0.2413 acres of land in Medina County, Texas, legally described as LOT 3, BLOCK 6, C.J. BLESS ADDITION TO THE CITY OF HONDO, MEDINA COUNTY, TEXAS ACCORDING TO MAP OR PLAT THEREOF RECORDED IN VOLUME 6, PAGE 57 OF THE PLAT RECORDS OF MEDINA COUNTY, TEXAS; said 0.2413 acres of real property being depicted in **EXHIBIT “A”** (the “Property”), and incorporated herein by reference, is hereby amended from Residential Three (R3) District to Government/Public (GP) District.
- B. In accordance with Section 3.3 of the UDC, as of the effective date of this Ordinance the City Council hereby authorizes and directs City staff to amend the City’s Official Zoning Map to include the zoning changes set forth in this Ordinance. Such changes shall be entered on the Official Zoning Map within thirty (30) business days after the amendments described herein have been approved by the City Council and signed by the Mayor. Upon receiving a final, certified version of the revised Official Zoning Map, the City Secretary shall attach a copy of the new map to this Ordinance as **EXHIBIT “B”**.

Section 2. Declaration of Compliance. The City Council finds that all required public notices for the rezoning of the Property 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. Incorporation of Recitals. The City Council hereby finds the recitals in the preamble of this Ordinance to be true and correct and incorporates them as findings of fact.

Section 4. Repealer. All ordinances, parts of ordinances, or resolutions in conflict herewith are expressly repealed.

Section 5. Severability. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional or illegal, such decision shall not affect the validity of the remaining sections of this Ordinance. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared void; 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 as a part of the Ordinance a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

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

PASSED and APPROVED this, the 13TH day of May, 2024.

By: _____
John McAnelly, Jr., Mayor

ATTEST:

Rebekah Dolphus, City Secretary

EXHIBIT "A"
Description of Property (0.2413 acres of land)

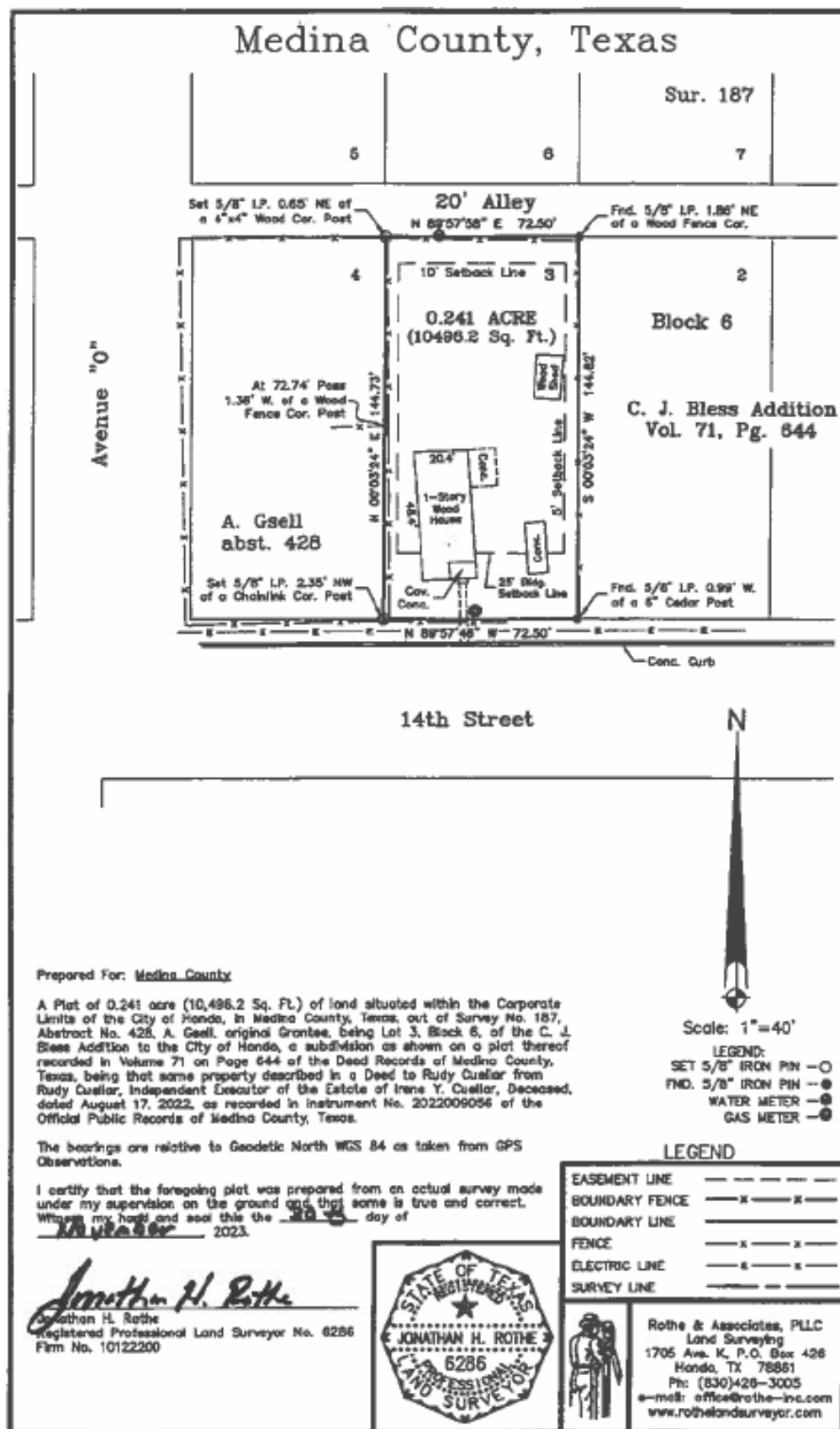


EXHIBIT “B”
Official Zoning Map



City Council Communication

Title: DISCUSS AND CONSIDER RESOLUTION NO. 426-24 (REBEKAH DOLPHUS)
A RESOLUTION CANVASSING THE RETURNS AND DECLARING THE RESULTS OF THE
MAY 04, 2024, GENERAL ELECTION OF THE CITY OF HONDO, TEXAS.

Date: May 13, 2024

From: Rebekah Dolphus, City Secretary

INFORMATION:

Canvass for the May 4, 2024 Election of City Council Member Place 1 & 2. This Resolution will be provided to you before meeting on Monday. I will not get final numbers until May 13 at 2:00 p.m.

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

None

STAFF CONTACTS:

Rebekah Dolphus



City Council Communication

Title: DISCUSS AND CONSIDER PICKLEBALL & BASKETBALL COURT REHABILITATION. (JOHN NARON)

Date: May 13, 2024

From: John Naron, City Manager

INFORMATION:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

1. Pickleball and Basketball Rehab Project (2)

STAFF CONTACTS:

Pickleball & Basketball Rehab Project

HONDO
THIS IS GOD'S COUNTRY

HONDO
THIS IS GOD'S COUNTRY

Pickleball & Basketball Rehab Project





Pickleball & Basketball Rehab Project

Sunset Park

1. Pressure wash at 4000 psi to remove all loose materials and resins.
2. Flood courts, mark, and fill areas holding water.
3. Chip, clean, and fill crack lines. Sand to plain all surface irregularities.
4. Apply one coat of acrylic resurfacer.
5. Apply two coats of Fortified Plexipave. (existing colors)
6. Scrape and blow-off in-between coats to remove any trash, gum, etc.
7. Clean and paint net post. (Rustoleum)
8. Layout, mask, and paint playing lines per NCAA Basketball lines. (white)
9. Clean work area.

\$5,500 per court.

Total (\$16,500.00)

Pickleball & Basketball Rehab Project

Hondo City Park #3

1. Pressure wash at 4000 psi to remove all loose materials and resins.
2. Flood courts, mark, and fill areas holding water.
3. Chip, clean, and fill crack lines. Sand to plain all surface irregularities.
4. Apply one coat of acrylic resurfacer.
5. Apply two coats of Fortified Plexipave. (Blue)
6. Scrape and blow-off in-between coats to remove any trash, gum, etc.
7. Clean and paint net post. (Rustoleum)
8. Layout, mask, and paint playing lines for pickleball play. (white)
9. Remove Basketball goal.
10. Install pickleball net post system*
11. Clean work area.

Total (\$6,800.00)

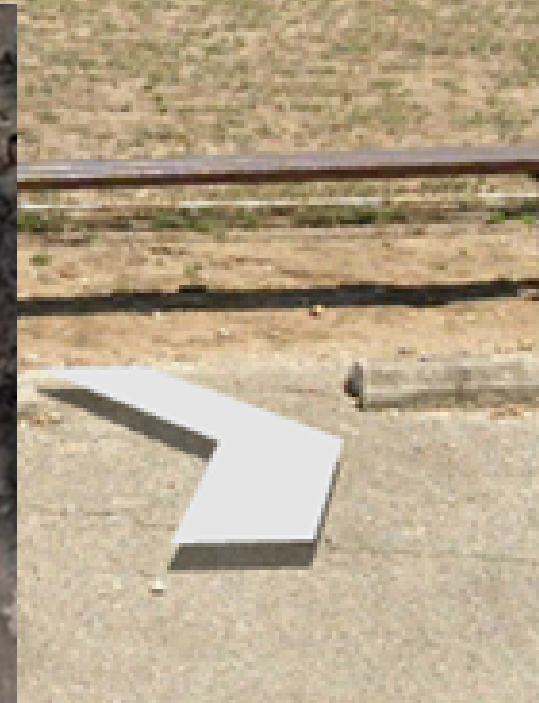


T.A. Lopez Park

1. Pressure wash at 4000 psi to remove all loose materials and resins.
2. Flood courts, mark, and fill areas holding water.
3. Chip, clean, and fill crack lines. Sand to plain all surface irregularities.
4. Apply one coat of acrylic resurfacer.
5. Apply two coats of Fortified Plexipave. (existing colors)
6. Scrape and blow-off in-between coats to remove any trash, gum, etc.
7. Clean and paint net post. (Rustoleum)
8. Layout, mask, and paint playing lines per NCAA Basketball lines. (white)
9. Clean work area.

We will use Plexipave Surfacing System by ICP Construction.

Total (\$7,600.00)





City Council Communication

Title: DISCUSS AND CONSIDER ACTION RELATING TO HIGH DENSITY MINERAL BOND TREATMENT (JOHN NARON)

Date: May 13, 2024

From: John Naron, City Manager

INFORMATION:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

1. Hurst - Honda Draft ILA with Hurst Signatures
2. 24-004 _Andale_Construction_signed_contract_reduced
3. 2024 City of Hondo Proposal HAU949784
4. Hondo Project Map South of Hwy 90
5. Updated Street List - from May 7 email Adam Z
6. Hondo City Council Packet-Final Rev 1.0
7. Hondo Project Map North of Hwy 90

STAFF CONTACTS:

INTERLOCAL AGREEMENT

This Interlocal Agreement ("Agreement") is made and entered into, by and between the CITY OF HURST, Texas (hereinafter called "CITY OF HURST"), and the CITY OF HONDO, Texas (hereinafter called "CITY OF HONDO"), each acting by and through its duly authorized officials:

WHEREAS, CITY OF HURST and CITY OF HONDO are both governmental entities engaged in the purchase of goods and services, which is a recognized governmental function;

WHEREAS, CITY OF HURST and CITY OF HONDO wish to enter into this Agreement pursuant to Chapter 791 of the Texas Government Code (hereinafter "Interlocal Cooperation Act") to set forth the terms and conditions upon which CITY OF HURST and CITY OF HONDO may purchase various goods and services commonly utilized by each party;

WHEREAS, participation in an interlocal agreement will be highly beneficial to the taxpayers of CITY OF HURST and CITY OF HONDO through the anticipated savings to be realized and is of mutual concern to the contracting parties;

WHEREAS, CITY OF HURST and CITY OF HONDO have current funds available to satisfy any fees owed pursuant to this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants and obligations as set forth herein; CITY OF HURST and CITY OF HONDO agree as follows:

1. The purpose of this Agreement is to provide CITY OF HURST and CITY OF HONDO with additional purchasing options by satisfying the provisions of Section 271.102 of the Local Government Code. CITY OF HURST and CITY OF HONDO may cooperate in the purchase of various goods and services commonly utilized by the participants, where available and applicable, and may purchase goods and services from vendors under present and future contracts.

CITY OF HURST and CITY OF HONDO agree that each of the parties shall respectively designate a person to act under the direction of, and on behalf of, the designating party (the "Designated Representative"). At the request of the other party, a party that enters into a contract with a vendor for goods or services (the "First Purchasing Party") shall attempt to obtain the vendor's agreement to offer those goods and services to the other party (the "Second Purchasing Party") for the same price and on the same terms and conditions as have been offered to the First Purchasing Party. If the vendor so agrees, and if the Second Purchasing Party is agreeable to such terms and conditions, the Second Purchasing Party may enter into its own separate contract with the vendor for the purchase of such goods or services.

Unless otherwise agreed between the Designated Representatives, payments for a purchase made by the Second Purchasing Party shall be paid directly to the vendor and not to the First Purchasing Party. The Second Purchasing Party shall have the responsibility of determining whether the vendor has complied with any provisions in its contract with the vendor, including but not limited to those relating to the quality of items and terms of delivery, and shall be responsible for enforcement of its contract against the vendor, including all cost of enforcement. This Agreement will be subject to all applicable federal, state and local laws, ordinances, rules and regulations.

2. CITY OF HURST and CITY OF HONDO shall each be individually responsible for payments directly to the vendor and for the vendor's compliance with all conditions of delivery and quality of purchased items under such contracts. CITY OF HURST and CITY OF HONDO shall each make their respective payments from current revenues available to the paying party.

3. Notwithstanding anything herein to the contrary, participation in this Agreement may be terminated by any party upon thirty (30) days written notice to the other participating party(ies).

4. The undersigned officer and/or agents of the party(ies) hereto are duly authorized officials and possess the requisite authority to execute this Agreement on behalf of the parties hereto.

5. This Agreement may be executed separately by the participating entities, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

6. This Agreement shall become effective on the day and year first written above (the "Effective Date"). The primary term of this Agreement shall be for one (1) year, commencing on the Effective Date, and shall thereafter automatically renew for successive one-year terms, unless terminated according to the terms set forth in Paragraph 3.

7. To the extent allowed by law, each party agrees to release, defend, indemnify, and hold harmless the other (and its officers, agents, and employees) from and against all claims or causes of action for injuries (including death), property damages (including loss of use), and any other losses, demands, suits, judgments and costs, including reasonable attorneys' fees and expenses, in any way arising out of, related to, or resulting from its performance under this agreement, or caused by its negligent acts or omissions (or those of its respective officers, agents, employees, or any other third parties for whom it is legally responsible) in connection with performing this agreement.

8. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement.

9. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.

10. This Agreement embodies the entire agreement between the parties and may only be modified in writing executed by both parties.

11. This Agreement shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns. Neither party will assign or transfer an interest in this Agreement without the written consent of the other party.

12. It is expressly understood and agreed that, in the execution of this Agreement, neither party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

13. The declarations, determinations and findings declared, made and found in the preamble to this Agreement are hereby adopted, restated and made part of the operative provisions hereof.

EXECUTED hereto on the day and year first above written.

CITY OF HURST

CITY OF HONDO



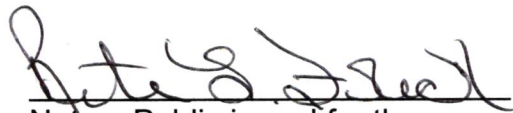
By: Clay Caruthers,
City Manager

By: JOHN NARON,
City Manager

STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on the 2 day of May, 2023, by Clay Caruthers, City Manager of the **CITY OF HURST, TEXAS**, a home-rule municipal corporation, on behalf of such corporation.



Notary Public in and for the
State of Texas

STATE OF TEXAS §

COUNTY OF MEDINA §

This instrument was acknowledged before me on the ____ day of _____, 2023, by JOHN NARON, City Manager of the **CITY OF HONDO, TEXAS**, a home-rule municipal corporation, on behalf of such corporation.

Notary Public in and for the
State of Texas



CITY OF HURST

INVITATION TO BID

The City of Hurst is soliciting sealed bids to award an annual contract for the City's **High-Density Mineral Bond Seal Service**. At the City's option, this agreement may be renewed for four additional twelve-month periods.

The successful bidder shall furnish all materials, labor, tools, public safety equipment, and incidentals necessary to install a high-performance pavement seal to City locations as set forth in these specifications.

Designate on the front, lower, left hand corner of your response envelope, the following:

Bid Reference Number: 24-004

Subject: High Density Mineral Bond Seal Service

Bid Closing Time: February 27th, 2024 @ 2:30 pm

Note: Submit one original and one copy of your bid to the City. Please note on the front page which one is the original bid.

For Convenience at Bid Opening, Enter Total Quote on this Cover Page and Include in Sealed Response Envelope. (Do Not Place Quoted Prices on the Outside of the Envelope):

Bidder's Name: Andale Construction, Inc.

Total Cost: \$ 205,000.00
(Also, Enter Amount in "Authority to Quote" Section)

INSTRUCTIONS TO BIDDERS

1. **BID SUBMISSION ADDRESS AND DEADLINE**

Completed bids will be received in Risk/Purchasing, City Hall, 1505 Precinct Line Road, Hurst, TX 76054 until the bid submission deadline (closing time and date) as stated on the cover page. Bid responses received after the closing time and date cannot be accepted. Faxed responses or other electronically submitted bids cannot be accepted.

If you do not wish to bid at this time, please submit a "No Bid" by the same time and date at the same location as stated for bidding.

2. **SIGNATURES**

All bid responses are required to be signed by an authorized representative of the bidding entity. Bid responses received unsigned will not be accepted.

3. **DEVIATIONS BETWEEN BID SPECIFICATIONS AND WORK PERFORMED**

The City reserves the right to perform a visual inspection and conduct engineering tests to verify compliance with all bid specifications and engineering standards for this type of work. Should the work fail to meet the bid specifications or engineering standards, the successful Bidder agrees that the City may elect to require specific performance by the successful Bidder at no additional cost to the City.

4. **SAMPLES**

Samples of items used in this project, when required, must be furnished free, and, if the Bidder has not requested the return of the samples within 30 days from the bid opening date, the samples may be disposed of by the City.

5. **ALTERING BIDS**

Bids cannot be altered, amended or withdrawn by the Bidder after the bid opening deadline. Any interlineations, alteration, or erasure made before this deadline, must be initialed by the signer of the bid, guaranteeing authenticity.

6. **MODIFICATIONS AND AMENDMENTS**

The City shall have the right to modify the specifications prior to the bid submission deadline and will endeavor to notify all potential Bidders that have received a copy of the bid specifications, but failure to notify shall impose no obligation or liability on the City.

7. **BID WITHDRAWAL OR REJECTION**

The City reserves the right to withdraw the request for bids for any reason. The City further reserves the right to accept or reject part or all of any specific bid or all bids and to accept or reject any trade-in.

8. **LATE BIDS**

The City of Hurst is not responsible for lateness or non-delivery of mail, carrier, etc. to the City, and the time and date recorded in the Purchasing Office shall be the official time of receipt.

9. **IDENTICAL BIDS**

In the event of two or more identical low bids, the contract will be awarded as prescribed by Chapter 271, Subchapter Z, Section 271.901 of Vernon's Texas Local Government Codes Annotated.

10. **PRICES HELD FIRM**

All prices quoted by the Bidder will remain firm for a minimum of 90 days from the date of the bid closing until contract execution unless otherwise specified by the City.

11. **DESTINATION CHARGES**

All materials and equipment used in this project shall be included in the Bidder's quote, including all travel and destination charges.

12. **TITLE/RISK OF LOSS**

The risk of loss of the project shall not pass to the City until the City actually takes final acceptance of the project.

13. **CONTRACT COMPLETION DATE**

A delivery or contract completion date is to be provided by the Bidder unless otherwise stated in the City's specifications. This date may, where time is of the essence, determine the contract award. Fees for delay may be assessed beginning on the first day following the maximum delivery or completion time as stated in the plans and specifications.

14. **DEVIATION FROM SPECIFICATIONS**

Any deviations from specifications and alternate bids must be clearly shown with complete information provided by the Bidder. They may or may not be considered by the City.

15. **UNIT PRICES AND EXTENSIONS**

If unit prices and their extensions do not coincide, the City may accept the bid for the lesser amount.

16. **ASSIGNMENT**

The successful Bidder's rights and duties awarded by the agreement may not be assigned to another without the written consent of the City signed by the City's authorized agent. Such consent shall not relieve the assignor of the liability in the event of default by the assignee.

17. **BID AMBIGUITY**

Any ambiguity in the bid as a result of omission, error, lack of clarity or non-compliance by the Bidder with the specifications, instructions, and all conditions of bidding shall be construed in the favor of the City.

18. **CHANGE ORDERS**

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications. All change orders to the agreement will be made in writing and shall not be effective unless signed by an authorized representative of the City.

19. **LIENS**

The successful Bidder agrees to and shall indemnify and save harmless the City of Hurst against any and all liens and encumbrances for all labor, goods, and services which may be provided under the City's request, by seller or seller's Supplier(s) and if the City requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.

20. **PATENT INDEMNITY**

The successful Bidder hereby warrants that the use or sale of the products and materials delivered hereunder will not infringe on the rights of any patent, copyright, or registered trademark, covering such materials and the successful Bidder agrees to indemnify and hold harmless the City of any and all costs, expenses, judgments, and damages which the City may have to pay or incur.

21. **GRATUITIES/BRIBES**

The City may, by written notice to the successful Bidder, cancel this agreement without liability to the successful Bidder if it is determined by the City that gratuities or bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Bidder, or its agent or representative to any City officer, employee, or elected representative with the respect to the performance of the agreement. In addition, the successful Bidder may be subject to penalties stated in Title 8 of the Texas Penal Code.

22. **RESPONSE FORM TO BE USED**

Unless otherwise stated in these specifications, the bid quote must be submitted on the form provided. See Paragraph 37.

23. **SAFETY DATA SHEETS (SDS)**

No SDS's are required for this bid.

24. **DURATION OF AGREEMENT and PRICE ADJUSTMENTS**

The successful Bidder will be awarded a twelve (12) month agreement effective the date of award. Prices must not be increase for the entire agreement period. At the City's option, the agreement may be renewed for four (4) additional twelve (12) month periods, then from month-to-month until a new agreement is terminated. The items purchased under this agreement may be subject to a price increase at the time of renewal based on the current Producers Price Index or Employment Cost Index for your industry or product category as published by the U.S. Department of Labor, Bureau of Labor Statistics. If the Bureau of Labor Statistics does not accumulate data on the products or services defined by these specifications, by mutual agreement, the successful bidder may increase its prices for an amount not the exceed 5%.

Price decrease are allowed at any time.

Any request for a price increase must be presented to the City at least 60 days before the expiration of the current agreement.

25. **TERMINATION OF AGREEMENT**

The City reserves the right to terminate this agreement with ten (10) days written notice if the successful Bidder fails to perform in a manner deemed acceptable to the City. Upon

delivery of such notice by the city to the successful Bidder, the successful Bidder shall discontinue all services in connection with the performance of this agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such order or contracts are chargeable to this agreement. As soon as practicable after receipt of notice of termination, the Bidder shall submit a statement to the City for payment of that portion of the agreement successfully performed.

26. **PAYMENT and TAXES**

Payment to the successful Bidder will be as a lump sum payment after satisfactory receipt of the product, as determined by the City, and receipt of invoice or other billing instrument used by the successful Bidder. In accordance with Sec. 2251.021 of the Texas Government Code, payment to the successful Proposer. The City is exempt from Federal Excise and State Tax; therefore, tax must not be included in the bid price.

All prices quoted shall include all charges, including delivery and set-up fees.

27. **WAGE RATES FOR CONSTRUCTION OF A PUBLIC WORK**

All bidders will be required to comply with Chapter 2258, Prevailing Wage Rates of Vernon's Texas Codes Annotated with respect to the payment of prevailing wage rates. This applies to the construction of a public work, including a building, highway, road, excavation, and repair work or other project development or improvement, paid for in whole or in part from public funds, without regard to whether the work is done under the public supervision or direction. A worker is employed on a public work if the worker is employed by the contractor or any subcontractor in the execution of the contract for the project.

A worker employed on a public work by or on behalf of the City shall be paid not less than the general prevailing rate of per diem wages for the work of a similar character in the locality in which the work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work.

The State of Texas has adopted the Federal Davis-Bacon wage rates for the use in Texas and the City pursuant to and in accordance with the Texas Government Code, Section 2258.022. You may access the U. S. Department of Labor web site at the following web address to obtain these rates to be used in Tarrant County:

<https://www.dol.gov/agencies/whd/government-contracts/construction/faq/conformance>

It shall be the responsibility of the successful bidder to obtain the proper wage rates from this site for Tarrant County for the type of work defined in these bid specifications.

28. **BRAND or MANUFACTURER'S REFERENCE**

The City of Hurst has determined that any brand name listed in the specifications meets the City's needs. This manufacturer's reference is not intended to be restrictive, but descriptive of the type and quality the City desires to purchase. Quotes for similar manufactured products of like quality will be considered if the bid is fully noted with the manufacturer's brand name and model. The city reserves the right to determine products of equal value.

Bidders will not be allowed to make unauthorized substitutions after award is made.

29. **COOPERATIVE GOVERNMENTAL PURCHASING**

Other Governmental entities utilizing interlocal agreements with the City of Hurst, may desire, but are not obligated, to purchase goods or services defined in this solicitation from the successful Bidder. All purchases by governmental entities, other than the City of Hurst, will be billed directly to and paid by that governmental entity. The City of Hurst will not be responsible for another governmental entity's debts. Each governmental entity will place their own orders with successful Bidder and be responsible for ensuring full compliance with the bid specifications.

Prior to other governmental entities placing orders, the City of Hurst will notify the successful bidder of their intent.

Please indicate below if you will permit other governmental entities to purchase from your agreement with the City of Hurst.

☒ Yes, Others can purchase; ☐ No, Only the City of Hurst can purchase

30. **NOTIFICATION OF BID SPECIFICATIONS**

Please check below how you learned of these bids specifications:

☐ City Newspaper Advertisement; ☒ PublicPurchase.com
☐ City Mailed Me a Copy; ☐ Cold Call to the City
☐ City's Web Site ☐ Other: _____

31. **COMMENCEMENT OF WORK**

The successful Bidder will notify the City 48 hours prior to beginning work.

32. **FINANCIAL STATEMENT**

If requested by the City, the bidder shall provide a current financial statement audited by a Certified Public Accountant (CPA).

33. **STANDARD FORM OF AGREEMENT**

The successful Bidder shall agree to use the City's "Standard Form of Agreement". See sample attached.

34. **REFERENCES**

Each Bidder is to provide a minimum of three (3) verifiable references in which the Bidder has provided this or a similar service. List the references on Attachment I.

35. **CLAIMS and DAMAGES**

The Contractor agrees to assist and cooperate with its insurance carrier in the investigation and review of all third-party claims. In the event the Contractor fails to assist and cooperate with its insurance company, the City reserves the right and option to

withhold a sum from the next payment due the Contractor or its final payment equal to a reasonable sum equivalent to the claim. In the event the Contractor continues its failure to assist and cooperate with its insurance company for a period of thirty (30) days after the City notifies it that the City has withheld such amount, the City reserves the right and option to resolve and settle the claim with said funds. Any funds in excess of the amount necessary to settle the claim shall be paid to the Contractor.

36. **VIDEO TAPE OF PRE-EXISTING CONDITIONS**

At the City's request, the successful Bidder agrees to video tape, to the City's satisfaction, the property site, and its adjacent areas, prior to the beginning of site preparation or construction. A copy of this tape shall be given to the City for its records.

37. **CONFLICT OF INTEREST**

Pursuant to the requirements of Section 176.002(a) of the Texas Local Government Code, Suppliers or Respondents who meet the following criteria must fill out a conflict of interest questionnaire no later than the 7th day after the person begins contract discussions or negotiations with the City or submits to the City an application, response to a request for proposals or bids, correspondence or another writing related to a potential agreement with the City:

A Supplier or Respondent that:

- (1) contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity; or
- (2) is an agent of a person described in Subdivision (1) in the person's business with a local governmental entity. Any person who meets the criteria. As for enforcement to ensure the veracity of the Suppliers, the statute makes it a Class C Misdemeanor to violate the Supplier disclosure provisions.

By submitting a response to this Bid/RFP, supplier, contractor or person represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

38. **FUNDING OUT**

The continuation of this annual agreement with the successful bidder is contingent, in part, upon the continued availability of appropriations.

39. **EXCESS OR INCORRECT QUANTITIES**

Materials delivered in error or in excess of the quantity ordered may, at the City's option, be returned at the Bidder's expense.

40. **NUMBER OF BIDS TO SUBMIT TO THE CITY**

Submit one original and one copy of your bid to the City. Please note on the front page which one is the original bid.

41. **SPECIFICATION CLARIFICATION**

For clarification to these specifications, call the City's Streets Division at (817) 788-7202 or Risk/Purchasing at (817) 788-7017.

42. **CONSTRUCTION REQUIREMENTS**

- Equipment: Use a continuous flow mixing unit.
 1. Capable of applying at least 15,000 square yards of material per day.
 2. Equipped with full sweep agitation system to assure proper suspension of fine aggregates.
 3. Equipped with an operator control station that adjusts material spread rate in accordance with project calibration process.
 4. Equipped with two separate filters. The primary filter should be at least 200 square inches with a face of 3/8 inch. The secondary filter needs to be at least 1,500 square inches with a filter face of 1/8 inch.
 5. Equipped with retractable spray bar capable of applying mixture without drilling. The bar should be positioned to meet calibration requirements.
- Storage Tanks.
 1. When delivering mix from the central mixing plant to a job site storage tank, use only storage tanks with a capacity to contain the entire transport load.
 2. Ensure that all site storage tanks have internal full sweep mixing mechanisms and mixing capability that can provide at any given point in the tank a homogenous mix.

43. **PREPERATION**

- Calibration: On a test strip at least 300 feet long, determine the correct pump settings, spray bar height, and ground speed for the application equipment. Apply material with pump settings at 80 percent of maximum output (+ or - 5%) and a ground speed of 300 to 400 feet per minute.
 1. Do not begin or continue application without Engineer's knowledge of the calibration process and equipment settings.
 2. Do not deviate from calibration settings without Engineer's knowledge.
- Cleaning: Remove loose material, mud spots, sand, dust, oil, vegetation and other objectionable material. Do not flush water over cracks or apply pressurized water to cracked pavement. Clean the surface prior to installation.

44. **PROTECTION**

- Implement the traffic control plan requirements. Provide safe passage for pedestrians and vehicles. Do not proceed without flaggers.
 1. All barricades, signs and traffic control for this project shall conform to the latest edition of the Texas Manual on Uniform Traffic Control Devices (TMUTCD) for Streets and Highways. Proper traffic control is the sole responsibility of the contractor and shall be in accordance with the TMUTCD. Care shall be used to create a safe work area, with minimal impact on the flow of traffic.
 2. A minimum of two travel lanes (one for each direction) shall remain open at all times on all arterial streets.
 3. A traffic control plan for each phase of the project shall be submitted to the City of Hurst Streets Division no less than 48 hours prior to the beginning of construction.

- 4. Construction cannot begin without a traffic control plan approved by the City.
- Protect trees, plants, and other ground cover from damage at no additional cost to the City.
- Install invert covers.
- Mask off end of streets and intersections to provide straight lines:
 1. Make straight lines along lip of gutters and shoulders. Keep same thickness in these areas. No runoff on these areas will be permitted.
 2. Mask-off Street Fixtures
- Protect structures, curb, gutter, sidewalks, guardrails, guide posts, etc. from spatter, mar, or overcoat.
- Protect surface treatment materials from traffic until it has cured.

45. APPLICATION

- Application Rate: If two separate application coats are required. The first application must be thoroughly dry and free of any damp areas before the second application begins.
 1. First application: 0.20 gallons per square yard minimum.
 2. Second application: 0.16 gallons per square yard minimum.
- Spreading. Keep constant delivery rate of material per square yard of surface.
 1. Do not reduce application rate along edges or around manhole covers.
 2. Apply both applications right to the edge of the pavement. Do not back away from curbs, manhole covers, and edges on either application.
 3. Make straight lines at all locations.
 4. Use hand squeegees to spread mix in areas that cannot be reached with distribution spray bar.
 5. Provide complete and uniform coverage.
 6. Avoid unsightly appearance from hand work.

46. AFTER APPLICATION

- Leave no streaks caused by plugged nozzle or improper spray bar height.
- Leave no holes, bare spots, or cracks.
- Expose and clean manholes, valve boxes, inlets and other service entrances and Street Fixtures.
- Do not permit traffic on product until surface has cured.

47. SUBMITTALS

- Traffic control plan.
- Notification plan for residents, mail, trash, other delivery services and emergency services.
- Mix Design: 10 days prior to use.
- Certification from emulsion manufacturer stating the base emulsion meets the requirements of the High Density Mineral Bond base emulsion in section 55 of this specification.
- Certification from the manufacturer stating the completed High Density Mineral Bond meets the requirements of section 56 of this specification.
- Warranty.

48. QUILITY ASSURANCE

- Contractor has successfully completed at least five (5) projects of similar size and nature, using the same mix design as described. Acceptable performance after five year period is no less than 70% residual coverage in the treated surface area.
- Forman of the crew has completed at least three (3) projects of similar size and nature.
- Do not change the source of the emulsified asphalt or aggregate without supporting changes in the mix design.
- Reject asphalt emulsion that does not meet requirements of this section.
- Remove product found defective after installation and install acceptable product at no additional cost to the City.

49. WEATHER

- Temperature:
 1. Apply surface treatment material when air and roadbed temperatures in the shade are 45° Fahrenheit (°F) and rising.
 2. Do not apply surface treatment material if pavement or air temperature is below 45° Fahrenheit (°F) and falling or if the finished product will freeze before 48 hours.
- Moisture: Do not apply surface treatment material during rain or unsuitable weather.

50. WARRANT

- The surface treatment material must carry a warranty from both the Contractor and the manufacturer for a period of five (5) years when applied to pavement in appropriate condition. Acceptable performance after 5 years is defined as, no less than 70% residual inter-aggregate coverage in the treated surface area. The warrant includes coverage for peeling and delamination. Mechanical disturbances by snow plow chatter, studded tires, etc. are excluded from warranty.

51. HIGH DENSITY MINERAL BOND BASE EMULSIFIED ASPHALT

- Non-ionic base emulsion used in High Density Mineral Bond, at 77° F., must meet the requirements of Table 1 below.

Table 1

Non-Ionic Emulsion – Emulsifier Type: Inorganic*			
Criteria	ASTM/AASHTO METHOD	Specification	Unit
Initial Brookfield Viscosity at 77°F (RV-5, 20 rpm)	D2196	11,000 – 20,000	cPs
pH	E70	5.0 – 7.5	pH
Density	T59	8.5 – 9.0	lbs/gal
Solids Content	T59	50.0 – 54.0	%, by weight
Ash Content of emulsion	T111	4.0 – 6.0	%, by weight

*Inorganic is defined as a non-carbon-based emulsifier

52. AGGREGATE

- Slate:

Table 2

Slate			
Criteria	ASTM METHOD	Specification	Unit
Specific gravity	C128	>2.6	--
Compression	C170	11,000 min	psi

- Refined Corundum

Table 3

Refined Corundum		
Criteria	ASTM Method	Specification
Specific Gravity	C128	> 3.9
Knoop 100 Hardness	C1326	> 2,000
Ball Mill Fiability	ANSI B74.8	50 (14 grit)

53. **COMPLETED HIGH DENSITY MINERAL BOND MIX DESIGN**

- Completed high Density Mineral Bond material, prior to being loaded for install must meet the requirements in Table 4 below:

Table 4

Criterion	ASTM/AASHTO Method	Specification	Unit
Asphalt Content	D2172 ¹	17.0 – 20.0	%, by weight
Solids Content	D1644	55.0 – 63.0	%, by weight
Initial Brookfield Viscosity at 77°F (RV-4, 20 rpm)	D2196	5,500 – 9,000	cPs
Ash Content of wet mix	C2939	>38.0	%, by weight
Ash Content of Solids	T111 ²	>63.0	%, by weight
Density	T59	>11.0	lbs/gal
pH	E70	6.0 – 8.0	
Total Inorganic Aggregate Content	T111 ³	>34.0	%, by weight
Total Sand Content		<6.0	%, by weight
Maximum VOC	D3960	<5.0	g/l
Resistance to Re-emulsification	D2939	No Re-emulsification	--
Wear Resistance	D2486 Modified ⁴	<4.0%	% loss, by weight

1. Report Asphalt Content of Mixture prior to being loaded for install as % Solids minus % Ash.

2. Ash Content as a percentage of Solids Content.

3. Ash Content of completed HDMB minus Ash Content of HDMB Base Non-Ionic Emulsion. Total Inorganic Aggregate Content defined as slate, refined corundum, and sand.

4. ASTM D2486 (Modified): Prepare samples at 48 Wet Mills on glass panel. Dry at 77°F for 3 days. Immerse in water for 24 hours at 77°F. Test scrub resistance with 1,000 gram brass brush for 12,000 cycles. Report % of dry film lost.

BONDS, INSURANCE, and INDEMNITY

BONDS

Bid Bonds

All bids shall be accompanied by a bid bond and power of attorney issued by a corporate surety authorized (licensed) to do business in the State of Texas and acceptable to the City in the amount of 5% of the total maximum bid as guarantee that the bidder will enter into a contract and execute performance, payment, and (if required) maintenance bonds within ten (10) days after notice of award of contract. In lieu of a bid bond, the City will accept a cashier's check issued on a national or state bank.

Performance, Payment, and Maintenance Bonds

The successful bidder must furnish performance, payment, and maintenance bonds with the appropriate "powers of attorney" in the amount of one hundred percent (100%) of the contract total maximum price from a corporate surety authorized (licensed) by the State of Texas and acceptable to the City. The maintenance bond shall be in effect for a period of two (2) years after final acceptance of the work.

NOTE: Performance, payment, and maintenance bonds will not be required on contracts that do not exceed the annual sum of \$25,000.

INSURANCE

The successful Bidder shall meet the minimum insurance requirements as defined in Attachment II.

INDEMNITY

The successful Bidder agrees to defend, indemnify, and hold the City and all of its officers, agents, employees, and elected officials whole and harmless to the extent authorized by law against any and all claims for damages, costs, and expenses of persons or property that may arise out of, or be occasioned by, or from any negligent act, or omission of the successful Bidder, or any agent, servant, or employee of the successful Bidder in the execution of the performance of this agreement, without regard to whether such persons are under the direction of City agents or employees.

SPECIFICATIONS

1. ESTIMATED ANNUAL QUANTITIES

The City estimates that it will treat approximately 50,000 SY of asphalt a year. These estimated quantities are based upon the best available information. The City reserves the right to increase or decrease the quantity by any amount deemed necessary to meet its needs without any adjustments in the quoted price.

2. MINIMUM QUALITY SPECIFICATIONS

All products quoted must be in full compliance with acceptable portions of the last edition of Texas Highway Standard Specifications.

3. DELIVERY LOCATION

All deliveries are to be made to the following address:

Streets Division
Various locations within Hurst
City of Hurst Service Center
2001 Precinct Line Road
Hurst, TX 76054

AUTHORITY TO QUOTE

I agree to meet the stated minimum requirements as set forth in these specifications and any documents attached for the total price of:

The following quote includes the cost of all labor, materials, incidentals, tools, and safety equipment.

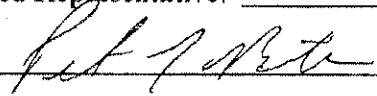
As Primary Supplier

ITEM	DESCRIPTION	UNIT PRICE	ESTIMATED QUANTITY	TOTAL
1.	Mobilization, Notification, Traffic Control, Clean, prepare and place High Density Mineral Bond seal in accordance with attached Bid Item Notes and Specifications	\$ 4.10	50,000 SY	\$ 205,000.00
TOTAL (Also, place this total on the cover page)				\$ 205,000.00

WE AGREE TO SERVE AS A SECONDARY SUPPLIER IF NOT SELECTED AS THE
PRIMARY SUPPLIER..... [] YES; [X] NO.

Bidder/Company Name: Andale Construction, Inc.

Authorized Representative: Peter J. Molitor

Signed: 

Title: President

Address: 3170 N Ohio St

City, State & Zip: Wichita, KS 67219

Telephone: () 316-832-0063

Fax #: () 316-440-8810

E-Mail Address: jackie@andaleconstruction.com

Date: 02/26/2024

Estimated Number of Days to

Begin Work After Receipt of City's Proceed Letter: 30

Warranty (Please Describe): 5 Year Warranty

ATTACHMENT I

REFERENCES

Each Bidder is to provide a minimum of three (3) verifiable references in which the Bidder has sold and maintained this or a similar product.

Company Name: City of Pflugerville, TX

Address: P O Box 589, Pflugerville, TX 78691

Contact Person: Evan Groeschel

Telephone #: () 512-990-6416

Project Awarded by Reference: P O 23478

Company Name: City of San Angelo, TX

Address: 72 W College Ave., San Angelo, TX 76903

Contact Person: Nick Cosentino

Telephone #: () 325-657-4547

Project Awarded by Reference: P O 130669

Company Name: City of Hurst, TX

Address: 1505 Precinct Line Rd., Hurst, TX 76054

Contact Person: Jerry Lewandowski

Telephone #: () 817-788-7018

Project Awarded by Reference: Contract 19-007

ATTACHMENT II

INSURANCE

SECTION A. Prior to the approval of this agreement/contract by the City, the successful Bidder/Contractor shall furnish a completed Insurance Certificate to the City, which shall be completed by an agent authorized to bind the named underwriters/insurance carriers to the coverages, limits, and termination provisions shown thereon. THE CITY SHALL HAVE NO DUTY TO PAY OR PERFORM UNDER THIS CONTRACT UNTIL SUCH CERTIFICATE HAS BEEN DELIVERED TO THE CITY.

INSURANCE COVERAGE REQUIRED

SECTION B. The City reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverages and their limits when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

SECTION C. Subject to the Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, the Contractor shall obtain and maintain in full force and effect for the duration of this contract, and any extension hereof, at the Contractor's sole expense, insurance coverage written by companies approved by the State of Texas and acceptable to the City, in the following types and amounts:

	TYPE	AMOUNT
1.	Workers' Compensation and Employer's Liability	Statutory \$100,000/500,000/100,000

	TYPE	AMOUNT
2.	Commercial General (Public) Liability insurance including coverage for the following: a. Premises Operations b. Independent contractors c. Products/completed operations d. Personal injury e. Advertising injury f. Contractual liability g. Medical payments	Combined single limit for bodily injury and property damage in the amount of \$500,000 per occurrence or its equivalent.

	TYPE	AMOUNT
3.	Comprehensive Automobile insurance, including coverage for loading and unloading hazards, for: a. Owned/leased vehicles b. Non-owned vehicles c. Hired vehicles	Combined single limit for bodily injury and property damage in the amount of \$500,000 per accident or its equivalent.

ADDITIONAL POLICY ENDORSEMENTS

The City shall be entitled, upon request, and without expense, to receive copies of the policies and all endorsements thereto and may make any reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any of such policies). Upon such request by the City, the Contractor shall exercise reasonable efforts to accomplish such changes in policy coverages, and shall pay the cost thereof.

REQUIRED PROVISIONS

The successful Contractor agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, on the certificate, or its attachment, the following required provisions:

- A. Name the City of Hurst and its officer, employees, and elected representatives as additional insureds, (as the interest of each insured may appear) as to all applicable coverage;
- B. Provide for 30 days notice to the City for cancellation, nonrenewal, or material change; 10 days notice for workers' compensation coverage;
- C. The Contractor agrees to waive subrogation against the City of Hurst, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance;
- D. All copies of the certificates of insurance shall reference the project name or bid number for which the insurance applies;
- E. Provide that all provisions of this agreement concerning liability, duty, and standard of care, together with the indemnification provision, shall be underwritten by contractual liability sufficient to include such obligations within applicable policies;
- F. For coverages that are only available with claims made policies, the required period of coverage will be determined by the following formula: Continuous coverage for the life

of the contract, plus one year (to provide coverage for the warranty period) and an extended discovery period for a minimum of 5 years which shall begin at the end of the warranty period;

- G. Provide for notice to the City of Hurst at the two addresses shown below by registered mail.

NOTICES

The Contractor shall notify the City in the event of any change in coverage and shall give such notices not less than 30 days prior to the change. The notice must be accompanied by a replacement Certificate of Insurance.

All notices shall be given to the City at the following two addresses:

Streets Division
City of Hurst Public Works Department
2001 Precinct Line Road
Hurst, TX 76054

Risk/Purchasing
City Hall
1505 Precinct Line Road
Hurst, TX 76054

SECTION D. Approval, disapproval, or failure to act by the City of Hurst regarding any insurance supplied by the Contractor shall not relieve the Contractor of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate the Contractor from liability.

**WORKERS' COMPENSATION INSURANCE
FOR
BUILDING OR CONSTRUCTION PROJECTS**

TEXAS WORKERS' COMPENSATION COMMISSION RULE 28, §110.110

As required by the Texas Workers' Compensation Commission Rule 28, §110.110, the Contractor shall accept the following definitions and comply with the following provisions:

Workers' Compensation Insurance Coverage

A. Definitions:

Certificate of coverage ("certificate") – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the Project – includes the time from the beginning of the work on the project until the Contractor's/Person's work on the project has been completed and accepted by the City of Hurst.

Persons providing services on the project ("Subcontractor" in §406.096) – includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employee of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- B. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all employees of the Contractor providing services on the project, for the duration of the project.
- C. The Contractor must provide a certificate of coverage to the City of Hurst prior to being awarded the contract.
- D. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the City of Hurst showing that coverage has been extended.

- E. The Contractor shall obtain from each person providing services on a project, and provide to the City of Hurst:
- (1) A certificate of coverage, prior to that person beginning work on the project, so the City of Hurst will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - (2) No later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- F. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- G. The Contractor shall notify the City of Hurst in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- H. The Contractor shall post on each project site a notice, in the text, form, and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- I. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:
- (1) Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all of its employees providing services on the project, for the duration of the project;
 - (2) Provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
 - (3) Provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (4) Obtain from each other person with whom it contracts, and provide to the Contractor:
 - (a) A Certificate of coverage prior to the other person beginning work on the project; and
 - (b) A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

- (5) Retain all required certificates of coverage on file for the duration of the project, and for one year thereafter;
- (6) Notify the City of Hurst in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- (7) Contractually require each person with whom it contracts, to perform as required by paragraphs (1) – (7), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the City of Hurst that all employees of the Contractor who provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. The Contractor's failure to comply with any of these provision is a breach of contract by the Contractor which entitles the City of Hurst to declare the contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the City of Hurst.

As defined by the Texas Labor Code, Chapter 269, Section 406.096 (e), building or construction is defined as:

1. Erecting or preparing to erect a structure, including a building, bridge, roadway, public utility facility, or related appurtenance;
2. Remodeling, extending, repairing, or demolishing a structure; or
3. Otherwise improving real property or an appurtenance to real property through similar activities.

The employment of a maintenance employee who is not engaging in building or construction as the employer's primary business does not constitute engaging in building or construction.

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Andale Construction Inc.
3170 N. Ohio Street
Wichita, KS 67219

SURETY:

(Name, legal status and principal place of business)

Old Republic Surety Company
P. O. Box 1635
Milwaukee, WI 53201-1635

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

City of Hurst
1505 Precinct Line Road
Hurst, TX 76054

BOND AMOUNT: \$ 5%

Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

High Density Mineral Bond Seal Service; Bid Reference Number: 24-004

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

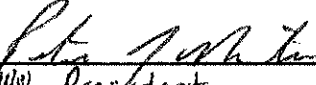
Signed and sealed this 27th day of February, 2024


(Witness)

Andale Construction Inc.

(Principal)

(Seal)

By: 

(Title) President

Old Republic Surety Company

(Surety)

(Seal)

By: 

(Title) Rebecca S. Seal Attorney-in-Fact

Surety Phone No. 262-797-2640



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: CHRISTY M. BRAILE, DEBRA J. SCARBOROUGH, JEFFREY C. CAREY, MARY T. FLANIGAN, PATRICK T. PRIBYL, EVAN D. SIZEMORE, CHARISSA D. LECUYER,

REBECCA S. LEAL, TAHITIA M. FRY, C. STEPHENS GRIGGS, VERONICA LAWVER, LAUREN SCOTT, HILLARY D. SHEPARD

ERIN C. LAVIN KELLIE A. MEYER of Kansas City, MO

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 7th day of October 2022.


Assistant Secretary



OLD REPUBLIC SURETY COMPANY


President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 7th day of October 2022, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.




Notary Public

My Commission Expires: September 28, 2026

(Expiration of notary's commission does not invalidate this instrument)

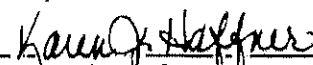
CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

40-5654



Signed and sealed at the City of Brockfield, WI this 27th day of February 2024


Assistant Secretary

ORSC 22262 (3-06)

LOCKTON COMPANIES, LLC.

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Old Republic Surety Company's and/or Old Republic Insurance Company's toll-free telephone number for information or to make a complaint at:

1-(800) 527-9834

You may also write to Old Republic Surety Company and/or Old Republic Insurance Company at:

**PO Box 569480
Dallas, TX 75356-9480**

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-(800) 252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-Mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the agent or Old Republic Surety Company and/or Old Republic Insurance Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR

POLICY: This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de Old Republic Surety Company's / Old Republic Insurance Company's para informacion o para someter una queja al:

1-(800) 527-9834

Usted tambien puede escribir a Old Republic Surety Company / Old Republic Insurance Company:

**PO Box 569480
Dallas, TX 75356-9480**

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companies, coberturas, derechos o quejas al:

1-(800) 252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-Mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o Old Republic Surety Company / Old Republic Insurance Company primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.



CERTIFICATE OF LIABILITY INSURANCE

10/1/2024

DATE (MM/DD/YYYY)

2/20/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS:		
INSURED 1401588 ANDALE READY MIX CENTRAL, INC. ANDALE CONSTRUCTION, INC. 3170 N. OHIO WICHITA KS 67219		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Zurich American Insurance Company		16535
		INSURER B: The Cincinnati Insurance Company		10677
		INSURER C:		
		INSURER D:		
		INSURER E:		
INSURER F:				

COVERAGES ***CERTIFICATE NUMBER:** 20305526**REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PRO-JECT ☒ LOC OTHER:	Y	Y	GLO0183143-07	10/1/2023	10/1/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y	Y	BAP0183144-07	10/1/2023	10/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☐ RETENTION \$	Y	Y	EXS0665313	10/1/2023	10/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 PROD/COMP OPS \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y N/A	WC0183142-07	10/1/2023	10/1/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: BID NUMBER: 24-004 - HIGH DENSITY MINERAL BOND SEAL SERVICE. CITY OF HURST AND ITS OFFICER, EMPLOYEES, AND ELECTED REPRESENTATIVES ARE ADDITIONAL INSURED ON GENERAL LIABILITY, AUTOMOBILE LIABILITY AND UMBRELLA LIABILITY, IF REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION IN FAVOR OF THE ADDITIONAL INSURED APPLIES ON GENERAL LIABILITY, AUTOMOBILE LIABILITY, UMBRELLA LIABILITY AND WORKERS COMPENSATION, AS REQUIRED BY WRITTEN CONTRACT AND WHERE ALLOWED BY LAW. COVERAGE IS SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY. FOR CANCELLATION FOR ANY REASON OTHER THAN NONPAYMENT OF PREMIUM, THE INSURER(S) WILL SEND 30 DAYS NOTICE OF CANCELLATION TO THE CERTIFICATE HOLDER.

CERTIFICATE HOLDER**CANCELLATION** See Attachments

20305526
CITY OF HURST
2001 PRECINCT LINE ROAD
HURST, TX 76054

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ATTACHMENT III

STANDARD FORM OF AGREEMENT BETWEEN THE CITY OF HURST AND CONTRACTOR

THIS AGREEMENT is effective as of the date stated on the signatory page by and between the City of Hurst (hereinafter called OWNER) and

Andale Constrution, Inc.

of the City of Wichita, County of Sedgwick

State of Kansas (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

The PROJECT for the Work detailed under the Contract Documents (see Article 7 of this Agreement for items included in the "Contract Documents") is generally identified as follows:

High Density Mineral Bond Seal Service

Bid Reference Number: 24-004

Article 2. CONTRACT TIME

2.1. This contract will begin on its execution and continue for twelve months. At the City's option this agreement may be renewed for four, additional 12-month periods.

2.2. OWNER and CONTRACTOR recognize that time is of the essence with this agreement and OWNER and CONTRACTOR agree that if the Work is not completed within the time mutually determined by the CONTRACTOR and OWNER, plus written extensions allowed by OWNER, that OWNER shall deduct \$100 a working day from the amount due CONTRACTOR for delay (but not as a penalty) for each day that expires after the time period set at the beginning of the project.

Article 3. CONTRACT PRICE.

3.1 OWNER shall pay CONTRACTOR price as quoted in Contractor's bid plus additional work performed when authorized by OWNER.

Article 4. PAYMENT PROCEDURES.

4.1 Payment to CONTRACTOR will in one lump sum after satisfactory completion, and acceptance by the City, of the work defined in the contract documents and receipt of invoice or other billing instrument used by CONTRACTOR. All charges are to be less sales tax as OWNER is tax exempt.

Article 5. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this agreement CONTRACTOR makes the following representations:

5.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract, Documents, Work to be performed, site(s), locality, tests, reports, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

5.2 CONTRACTOR has correlated the results of all such observations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.

5.3 CONTRACTOR has given OWNER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution by OWNER is acceptable to CONTRACTOR.

Article 6. MISCELLANEOUS

6.1 ASSIGNMENTS: No assignments by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without written consent of the party sought to be bound; and specifically, but without limitation, moneys that may come due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

6.2 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents.

6.3 TERMINATION: OWNER may terminate the Contract by giving CONTRACTOR notice in writing. Upon delivery of such notice by OWNER to CONTRACTOR, CONTRACTOR shall discontinue all services in connection with the performance of the Contract and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Contract. As soon as practicable after receipt of notice of termination, CONTRACTOR shall submit a statement, showing in detail the services performed under this Contract to the date of the termination. OWNER shall then pay CONTRACTOR that portion of the prescribed charges which the services actually performed under this Contract bear to the total services called for under this Contract less such payments on account of the changes as have been previously made. Copies of all completed designs, plans, and specifications prepared under this Contract shall be delivered to OWNER when and if this Contract is terminated.

6.4 CLEANUP:

During Work

CONTRACTOR shall, at all times, keep the job site free from materials, debris, and rubbish as is practical and shall remove same from any portion of the job site when, in the opinion of the City's

representative, it becomes objectionable, interferes with the project or endangers the safety of the general public.

Final

Upon completion of the work, CONTRACTOR shall remove from the site, all materials, tools and equipment belonging to him, and leave the site with an appearance acceptable to the City's representative. CONTRACTOR shall thoroughly clean all equipment and material installed by him and shall deliver over such materials and equipment in a clean and new appearing condition. Any area damaged or disturbed by CONTRACTOR outside the City rights of way and easements shall be restored to original condition to the satisfaction of the property owner. A release from the property owner may be required. Restoration of all other areas outside the actual work site shall be to original condition or as outlined in the Contract Documents.

6.5 SUBCONTRACTING

1. CONTRACTOR may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.

2. CONTRACTOR shall not award any work to any subcontractor until CONTRACTOR submits to OWNER a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as OWNER may require.

3. CONTRACTOR shall be as fully responsible to OWNER for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

4. CONTRACTOR shall have a person, that is on his payroll and with the authority to make decisions, on site at all times. This individual must be able to communicate in English.

5. Nothing contained in this Contract shall create any contractual relation between any subcontractor and OWNER. CONTRACTOR is an independent contractor.

6.6 PERMITS AND LICENSES: CONTRACTOR shall procure at his expense all permits and licenses necessary, pay all charges and fees and give all notices necessary and incident to the prosecution of the work. Fees, except for special licensing, such as Master Electrician, etc., will be waived for required City permits.

6.7 EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE: CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or disability. CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, sex, religion, national origin, or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotions or transfers, recruitment or recruitment advertising, layoffs or terminations, rates of pay, or other forms of compensation, selection of training, including apprenticeship, and participating in recreational and education activities. CONTRACTOR will in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration of employment without regard to race, color, sex, religion, national origin, or disability. CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts for standard commercial supplies, raw materials, and labor.

6.8 INSURANCE: Prior to execution of this Contract, and before CONTRACTOR begins Work, CONTRACTOR must provide OWNER with proof of insurance as defined in the Contract Documents.

6.9 SAFETY: CONTRACTOR shall comply with all Occupational Safety and Health Act (OSHA) standards and any other Federal, State or Local rules and regulations applicable to construction and/or maintenance activities in the State of Texas.

City Safety Personnel or any supervisor may, but are not required to, order that the work be stopped if a condition of immediate danger is found to exist. Nothing contained herein shall be construed to shift responsibility or risk or loss for injuries or damage sustained as a result of a violation of these safety articles from CONTRACTOR to OWNER. CONTRACTOR shall remain solely and exclusively responsible for compliance with all safety requirements and for the safety of all persons and property at the project site.

6.10 CLAIMS and DAMAGES: Any bodily injury or property damage to OWNER or third parties caused by CONTRACTOR, his employees, agents, or subcontractors must be resolved to OWNER's satisfaction prior to OWNER's release of CONTRACTOR's final payment.

Article 7. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between CONTRACTOR and OWNER concerning the work consist of the following:

- 7.1 Invitation to Bid
- 7.2 Bid Specifications and CONTRACTOR's Response
- 7.3 Insurance Attachment
- 7.4 Insurance Certificate (completed by CONTRACTOR's insurance agent/broker)
- 7.5 Bid, Performance, Payment, and Maintenance Bonds

Executed on behalf of CONTRACTOR by its owner or authorized representative shown below, and on behalf of OWNER by its authorized representative, this agreement will be effective on

the 4th day of March, 2024.

OWNER:

CONTRACTOR:

City of Hurst

1505 Precinct Line Road

Hurst, TX 76054

Name: Andale Construction, Inc.

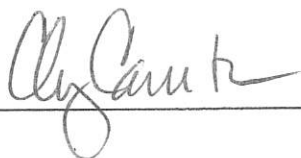
Address: 3170 N Ohio St

City: Wichita

State: Kansas

Zip: 67219

By: _____



Clay Caruthers
(Print Name)

City Manager
(Print Title)

By: _____

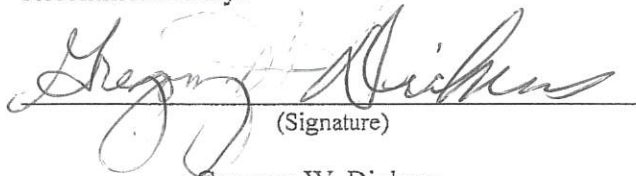


Peter J. Molitor
(Print Name)

President
(Print Title)

Seal (If Corporation)

Recommended By:



Gregory W. Dickens
(Print Name)

Executive Director of Public Works
(Title)

Approved as to Form and Legality this 26th day of March, 2024.



City Attorney

ATTACHMENT III

STANDARD FORM OF AGREEMENT BETWEEN THE CITY OF HURST AND CONTRACTOR

THIS AGREEMENT is effective as of the date stated on the signatory page by and between the City of Hurst (hereinafter called OWNER) and

Andale Constrution, Inc.

of the City of Wichita, County of Sedgwick,

State of Kansas (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

The PROJECT for the Work detailed under the Contract Documents (see Article 7 of this Agreement for items included in the "Contract Documents") is generally identified as follows:

High Density Mineral Bond Seal Service

Bid Reference Number: 24-004

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In order to induce OWNER to enter into this agreement CONTRACTOR makes the following representations:

5.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract, Documents, Work to be performed, site(s), locality, tests, reports, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

5.2 CONTRACTOR has correlated the results of all such observations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.

5.3 CONTRACTOR has given OWNER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution by OWNER is acceptable to CONTRACTOR.

Article 6. MISCELLANEOUS

6.1 ASSIGNMENTS: No assignments by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without written consent of the party sought to be bound; and specifically, but without limitation, moneys that may come due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

6.2 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents.

6.3 TERMINATION: OWNER may terminate the Contract by giving CONTRACTOR notice in writing. Upon delivery of such notice by OWNER to CONTRACTOR, CONTRACTOR shall discontinue all services in connection with the performance of the Contract and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Contract. As soon as practicable after receipt of notice of termination, CONTRACTOR shall submit a statement, showing in detail the services performed under this Contract to the date of the termination. OWNER shall then pay CONTRACTOR that portion of the prescribed charges which the services actually performed under this Contract bear to the total services called for under this Contract less such payments on account of the changes as have been previously made. Copies of all completed designs, plans, and specifications prepared under this Contract shall be delivered to OWNER when and if this Contract is terminated.

6.4 CLEANUP:

During Work

CONTRACTOR shall, at all times, keep the job site free from materials, debris, and rubbish as is practical and shall remove same from any portion of the job site when, in the opinion of the City's

representative, it becomes objectionable, interferes with the project or endangers the safety of the general public.

Final

Upon completion of the work, CONTRACTOR shall remove from the site, all materials, tools and equipment belonging to him, and leave the site with an appearance acceptable to the City's representative. CONTRACTOR shall thoroughly clean all equipment and material installed by him and shall deliver over such materials and equipment in a clean and new appearing condition. Any area damaged or disturbed by CONTRACTOR outside the City rights of way and easements shall be restored to original condition to the satisfaction of the property owner. A release from the property owner may be required. Restoration of all other areas outside the actual work site shall be to original condition or as outlined in the Contract Documents.

6.5 SUBCONTRACTING

1. CONTRACTOR may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.

2. CONTRACTOR shall not award any work to any subcontractor until CONTRACTOR submits to OWNER a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as OWNER may require.

3. CONTRACTOR shall be as fully responsible to OWNER for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

4. CONTRACTOR shall have a person, that is on his payroll and with the authority to make decisions, on site at all times. This individual must be able to communicate in English.

5. Nothing contained in this Contract shall create any contractual relation between any subcontractor and OWNER. CONTRACTOR is an independent contractor.

6.6 PERMITS AND LICENSES: CONTRACTOR shall procure at his expense all permits and licenses necessary, pay all charges and fees and give all notices necessary and incident to the prosecution of the work. Fees, except for special licensing, such as Master Electrician, etc., will be waived for required City permits.

6.7 EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE: CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or disability. CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, sex, religion, national origin, or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotions or transfers, recruitment or recruitment advertising, layoffs or terminations, rates of pay, or other forms of compensation, selection of training, including apprenticeship, and participating in recreational and education activities. CONTRACTOR will in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration of employment without regard to race, color, sex, religion, national origin, or disability. CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts for standard commercial supplies, raw materials, and labor.

6.8 INSURANCE: Prior to execution of this Contract, and before CONTRACTOR begins Work, CONTRACTOR must provide OWNER with proof of insurance as defined in the Contract Documents.

6.9 SAFETY: CONTRACTOR shall comply with all Occupational Safety and Health Act (OSHA) standards and any other Federal, State or Local rules and regulations applicable to construction and/or maintenance activities in the State of Texas.

City Safety Personnel or any supervisor may, but are not required to, order that the work be stopped if a condition of immediate danger is found to exist. Nothing contained herein shall be construed to shift responsibility or risk or loss for injuries or damage sustained as a result of a violation of these safety articles from CONTRACTOR to OWNER. CONTRACTOR shall remain solely and exclusively responsible for compliance with all safety requirements and for the safety of all persons and property at the project site.

6.10 CLAIMS and DAMAGES: Any bodily injury or property damage to OWNER or third parties caused by CONTRACTOR, his employees, agents, or subcontractors must be resolved to OWNER's satisfaction prior to OWNER's release of CONTRACTOR's final payment.

Article 7. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between CONTRACTOR and OWNER concerning the work consist of the following:

- 7.1 Invitation to Bid
- 7.2 Bid Specifications and CONTRACTOR's Response
- 7.3 Insurance Attachment
- 7.4 Insurance Certificate (completed by CONTRACTOR's insurance agent/broker)
- 7.5 Bid, Performance, Payment, and Maintenance Bonds

Executed on behalf of CONTRACTOR by its owner or authorized representative shown below, and on behalf of OWNER by its authorized representative, this agreement will be effective on

the 4th day of March, 2024.

OWNER:

City of Hurst

1505 Precinct Line Road

Hurst, TX 76054

CONTRACTOR:

Name: Andale Construction, Inc.

Address: 3170 N Ohio St

City: Wichita

State: Kansas

Zip: 67219

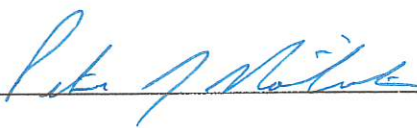
By: 

Clay Caruthers

(Print Name)

City Manager

(Print Title)

By: 

Peter J. Molitor

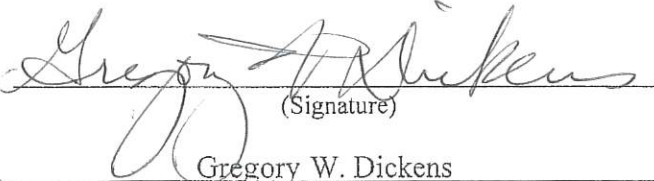
(Print Name)

President

(Print Title)

Seal (If Corporation)

Recommended By:



Gregory W. Dickens

(Print Name)

Executive Director of Public Works

(Title)

Approved as to Form and Legality this 26th day of March, 2024.


City Attorney

Bond Term: March 5, 2024 - March 4, 2025
*Bonds MUST be Renewed by Consent of Surety at the End of Term

Bond No. 7456429

High Density Mineral Bond Seal Service, 24-004

PERFORMANCE BOND

STATE OF TEXAS

COUNTY OF Tarrant

KNOWN ALL MEN BY THESE PRESENTS: That Andale Construction, Inc. of the
City of Wichita, County of Sedgwick and the State
of Kansas as Principal, and Old Republic Surety Company
authorized under the laws of the State of Texas to act as surety on bonds for principals, are held
and firmly bound unto The City of Hurst (Owner), in the penal
sum of Two Hundred Five Thousand and No/100 Dollars (\$ 205,000.00) for the payment
whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and
assigns, jointly and severally, by these presents:

WHEREAS: the Principal has entered into a certain written contract with the Owner, dated the
4th day of March, 2024, to which contract is hereby referred to and made a part hereof
as fully and to the same extent as if copied at length herein.

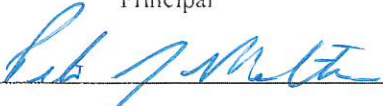
NOW, THEREFORE THE CONDITIONS OF THIS OBLIGATION IS SUCH, that if the said Principal
shall faithfully perform said Contract and shall in all respects duly and faithfully observe and perform all and
singular the covenants, conditions, and agreements in and by said contract agreed and covenanted by the Principal
to be observed and conformed, and according to the true and meaning of said Contract and the Plans and
Specifications hereto annexed, then this obligation shall be void; otherwise to remain in full force and effect;

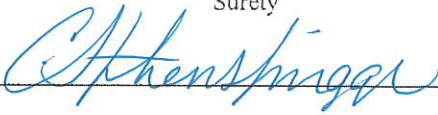
PROVIDED, HOWEVER, that this bond executed pursuant to the provisions of (Article 5160) for Public
Works)(Article 5472d for Private Work)* of the Revised Civil Statutes of Texas as amended and all liabilities of
this bond shall be determined in accordance with the provisions of said Article to the same extent as if it were
copied at length herein.

Surety, for value received, stipulates and agrees that no charge, extension of time, alteration or addition
to the terms of the contract, or to the work performed thereunder, or the plans, specifications, or drawing
accompany accompanying the same, shall in anyway affect its obligation on this bond, and it does hereby waive
notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to
be performed thereunder.

* Not applicable for federal work. See "The Miller Act" 40 U.S.C. S270

IN WITNESS, WHEREOF, the said Principal and Surety have signed and sealed this instrument
this 5th day of March, 2024.

Andale Construction, Inc.
Principal
By: 
Title: President
Address: 3170 N. Ohio Street
Wichita, KS 67219

Old Republic Surety Company
Surety
By: 
Title: C. Stephens Griggs, Attorney-in-Fact
Address: P.O. Box 1635
Milwaukee, WI 53201-1635
(262) 797-2640

The name and address of the Resident Agent or Surety is:

Lockton Companies, LLC
3657 Briarpark Drive, Suite 700
Houston, TX 77042

Bond Term: March 5, 2024 - March 4, 2025

***Bonds MUST be Renewed by Consent of Surety at the End of Term**

PAYMENT BOND

Bond No. 7456429

High Density Mineral Bond Seal Service, 24-004

STATE OF TEXAS

COUNTY OF Tarrant

KNOWN ALL MEN BY THESE PRESENTS: That Andale Construction, Inc. of the

City of Wichita, County of Sedgwick and the State

of Kansas as Principal, and Old Republic Surety Company

authorized under the laws of the State of WI to act as surety on bonds for principals, are held

and firmly bound unto the City of Hurst (Owner), in the penal

sum of Two Hundred Five Thousand and No/100 Dollars (\$ 205,000.00) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, by these presents:

WHEREAS: the Principal has entered into a certain written contract with the Owner, dated the

4th day of March, 2024, to which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE THE CONDITIONS OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then, this obligation shall be void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond executed pursuant to the provisions of Article 5160 for Public Works of the Revised Civil Statutes of Texas as amended and all liabilities of this bond shall be determined in accordance with the provisions of said Article to the same extent as if it were copied at length herein.

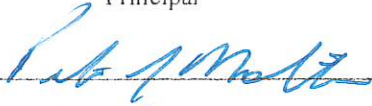
Surety, for value received, stipulates and agrees that no charge, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications, or drawing accompany the same, shall in anyway affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder.

IN WITNESS, WHEREOF, the said Principal and Surety have signed and sealed this instrument

this 5th day of March, 2024.

Andale Construction, Inc.

Principal

By: 

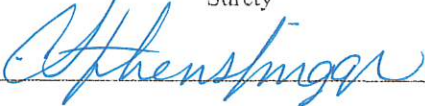
Title: President

Address: 3170 N. Ohio Street

Wichita, KS 67219

Old Republic Surety Company

Surety

By: 

Title: C. Stephens Griggs, Attorney-in-Fact

Address: P.O. Box 1635

Milwaukee, WI 53201-1635

(262) 797-2640

The name and address of the Resident Agent or Surety is:

Lockton Companies, LLC

3657 Briarpark Drive, Suite 700

Houston, TX 77042

MAINTENANCE BOND

KNOWN ALL MEN BY THESE PRESENTS:

THAT Andale Construction, Inc. as PRINCIPAL, and

Old Republic Surety Company a CORPORATION organized under

the laws of WI, as Sureties, do hereby expressly acknowledge themselves to be held and bound to pay unto the City of Hurst, a municipal corporation chartered by virtue of a Special Act of the Legislature of the State of Texas, at Hurst, Tarrant County,

Texas, the sum of Two Hundred Five Thousand and No/100 Dollars (\$ 205,000.00)

for the payment of which sum will and truly to be made until said City of Hurst, its successors jointly and severally,

This obligation is conditioned, however, that whereas said Andale Construction, Inc.

has this 4th day of March, 2024, entered into a written contract with

the said City of Hurst to build and construct the High Density Mineral Bond Seal Service, 24-004;

Bond Term: March 5, 2024 - March 4, 2025

***Bonds MUST be Renewed by Consent of Surety at the End of Term**

in the City of Hurst, Texas, which contract and the Plans and Specifications therein mentioned adopted by the City of Hurst, are hereby expressly made a part hereof as though the same were written and embodied herein.

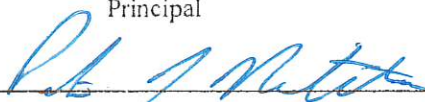
WHEREAS, under the plans and Specifications, and contract, it is provided that the CONTRACTOR will maintain and keep in good repair the work herein contracted to be done and performed for a period of two (2) years from the date of acceptance, and to do all necessary repairs that may arise on account of water leakage or otherwise, out of or arising from improper doing of the same, or on account of any defect arising in any parts of said work laid or constructed by the said CONTRACTOR, or on account of improper application or workmanship; and to respond to within five days and initiate repairs after proper notification of said repairs due to leakage, or otherwise, that may arise during the two (2) year period from the date of acceptance. It being understood that the purpose of this section is to cover all defective conditions arising by reason of defective material, work, or labor performed by said CONTRACTOR; and in case the said CONTRACTOR shall fail to do so, it is agreed that the City may do said work and supply such materials, and charge the same against the said CONTRACTOR and SURETIES, on this obligation, and said CONTRACTOR and SURETIES hereon shall be subject to the liquidated damages mentioned in said contract for each day's failure on its part to comply with the terms of the said provision of said contract.

NOW, THEREFORE, if the said CONTRACTOR shall keep and perform its said agreement to maintain said work and keep the same in repair for the said maintenance period of two (2) years, as provided, then these presents shall be null and void, and have no further effect, but if default shall be made by the said CONTRACTOR in the performance of this contract to so maintain and repair said work, then these presents shall have full force and effect, and said CITY of HURST shall have and recover from said CONTRACTOR and SURETIES damages in the premises, as provided, and is further agreed that this obligation shall be continuing one against the PRINCIPAL and SURETIES, hereon, and that successive recoveries may be had thereon for successive breaches until the full amount shall have been exhausted; and it is further understood that the obligation herein to maintain

said work shall continue throughout said maintenance period, and the same shall not be changed, diminished, or in any manner affected from any cause during said time.

IN WITNESS WHEREOF, the said Andale Construction, Inc. has caused these presents to be executed by them; and the said Old Republic Surety Company has caused these presents to be executed by its ATTORNEY-IN-FACT _____ and the said ATTORNEY-IN-FACT C. Stephens Griggs has hereunto set his hand this the 5th day of March, 2024.

Andale Construction, Inc.
Principal

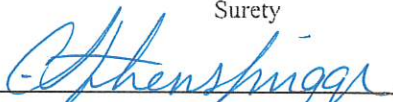
By: 

Title: President

Address: 3170 N. Ohio Street

Wichita, KS 67219

Old Republic Surety Company
Surety

By: 

Title: C. Stephens Griggs, Attorney-in-Fact

Address: P.O. Box 1635

Milwaukee, WI 53201-1635

(262) 797-2640

The name and address of the Resident Agent or Surety is:

Lockton Companies, LLC

3657 Briarpark Drive, Suite 700

Houston, TX 77042



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: CHRISTY M. BRAILE, DEBRA J. SCARBOROUGH, JEFFREY C. CAREY, MARY T. FLANIGAN, PATRICK T. PRIBYL, EVAN D. SIZEMORE, CHARISSA D. LECUYER, REBECCA S. LEAL, TAHITIA M. FRY, C. STEPHENS GRIGGS, VERONICA LAWVER, LAUREN SCOTT, HILLARY D. SHEPARD

ERIN C. LAVIN KELLIE A. MEYER of Kansas City, MO

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, **(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds)**, as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 7th day of October, 2022.

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 7th day of October, 2022, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

40-5654



Signed and sealed at the City of Brookfield, WI this 5th day of March, 2024

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

LOCKTON COMPANIES, LLC.



CERTIFICATE OF LIABILITY INSURANCE

10/1/2024

DATE (MM/DD/YYYY)

2/20/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS:																						
INSURED 1401588 ANDALE READY MIX CENTRAL, INC. ANDALE CONSTRUCTION, INC. 3170 N. OHIO WICHITA KS 67219		<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td colspan="2">INSURER A : Zurich American Insurance Company</td><td>16535</td></tr><tr><td colspan="2">INSURER B : The Cincinnati Insurance Company</td><td>10677</td></tr><tr><td colspan="2">INSURER C :</td><td></td></tr><tr><td colspan="2">INSURER D :</td><td></td></tr><tr><td colspan="2">INSURER E :</td><td></td></tr><tr><td colspan="2">INSURER F :</td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A : Zurich American Insurance Company		16535	INSURER B : The Cincinnati Insurance Company		10677	INSURER C :			INSURER D :			INSURER E :			INSURER F :		
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COVERAGES * **CERTIFICATE NUMBER:** 20305526 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PRO-JECT ☒ LOC OTHER:	Y	Y	GLO0183143-07	10/1/2023	10/1/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	BAP0183144-07	10/1/2023	10/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	Y	Y	EXS0665313	10/1/2023	10/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 PROD/COMP OPS \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	Y N/A	WC0183142-07	10/1/2023	10/1/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: BID NUMBER: 24-004 - HIGH DENSITY MINERAL BOND SEAL SERVICE. CITY OF HURST AND ITS OFFICER, EMPLOYEES, AND ELECTED REPRESENTATIVES ARE ADDITIONAL INSUREDS ON GENERAL LIABILITY, AUTOMOBILE LIABILITY AND UMBRELLA LIABILITY, IF REQUIRED BY WRITTEN CONTRACT, WAIVER OF SUBROGATION IN FAVOR OF THE ADDITIONAL INSUREDS APPLIES ON GENERAL LIABILITY, AUTOMOBILE LIABILITY, UMBRELLA LIABILITY AND WORKERS COMPENSATION, AS REQUIRED BY WRITTEN CONTRACT AND WHERE ALLOWED BY LAW. COVERAGE IS SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY. FOR CANCELLATION FOR ANY REASON OTHER THAN NONPAYMENT OF PREMIUM, THE INSURER(S) WILL SEND 30 DAYS NOTICE OF CANCELLATION TO THE CERTIFICATE HOLDER.

CERTIFICATE HOLDER**CANCELLATION** See Attachments

20305526
CITY OF HURST
2001 PRECINCT LINE ROAD
HURST, TX 76054

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



Project Location

City of Hondo, TX
Various Streets
Hondo TX 78861

Proposal #

HAU949784

Date Issued

5/2/2024

PO/LD #

Terms

Due Upon Completion

Adviser Information

Kent Nobis
P: 435-619-0575 | E: kent@preserveasphalt.com

Description

HA5 High Density Mineral Bond

Bill To

City of Hondo, TX
Attn: John Naron
1101 16th St
Hondo TX 78861

Item	Quantity	UM	Rate	Amount
One Year Payment and Performance Bonds		LS		10,000.00
Mobilization Mobilization and setup - No Charge				
HA5 Clean & prepare surface using high pressure air & wire bristle brooms. Install "HA5" High Density Mineral Bond advanced performance pavement preservation treatment. No guarantee surface treatments will adhere to areas saturated with motor oil. HA5 meets demands of High Density Mineral Bond Specification established by agency engineers.	293,102	SqYd	4.10	1,201,718.20
Traffic Control HA5 Traffic Control on Veterans Blvd and 22nd Street.		LS		21,795.00
Thermoplastic Striping Includes all stripes, symbols, and lettering on the pavement surface to follow existing pattern. Pricing is based on work being completed in one day (one mobilization). Additional mobilizations will be an additional \$4,500.00. Any striping or painting items not specified on this proposal line are not included. Any addition or reduction in work requires a signed change order. Change order will be billed upon completion. THERMOPLASTIC STRIPING CONSISTING OF: 4" YELLOW SLD 4" YELLOW BRK 8" WHITE SLD 24" WHITE STOP BAR 24" WHITE CROSSWALK 24" YELLOW SLD TURN ARROW WORD - ONLY TY II -A-A TY I-C ACRYLIC SEALER (4" ON LOW WATER CROSSING)		LS		57,812.26

Note: Pricing does not include removal of tabs. Tabs can be removed for \$0.55 each.

City of Hondo will be responsible for noticing TxDOT, Installation of special Traffic control devices, TCP plans, and any TxDOT permits off Hwy 90.

City will be responsible to street sweeping of the HA5 streets priority to the project.

City to provide any crack sealing and necessary level up asphalt repairs, deep patching, etc.

Reference points for thermoplastic striping to be supplied by the city to facilitate layout. With no striping plans we will need the existing centerline and turn lanes tabbed or paint marks prior to striping.

Other than incidental cleaning all button or pavement marking removal will be the responsibility of the city.



Project Location	Proposal #	Date Issued	PO/LD #
City of Hondo, TX Various Streets Hondo TX 78861	HAU949784	5/2/2024	

Terms

Due Upon Completion

Adviser Information

Kent Nobis
P: 435-619-0575 | E: kent@preserveasphalt.com

Description

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Bill To

City of Hondo, TX
Attn: John Naron
1101 16th St
Hondo TX 78861

Item	Quantity	UM	Rate	Amount
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City will help contractor construct, maintain, and dispose of a wash out pit, provide a staging yard for HA5 equipment, and provide water meter at no cost.

If the city has a towing ordinance there will be additional costs for no park signs.

Total	\$1,291,325.46
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Please sign for proposal acceptance: Do not sign this page, see final page for signing



Date	Number
5/2/2024	HAUB14967

Terms and Conditions

TERMS AND CONDITIONS: Any proposals returned to Holbrook Asphalt Company ("Contractor") more than 14 days after the proposal is submitted to the Client is subject to revision, updated pricing, or may be voided by Contractor. Engineering, tests, permits, inspection fees and bonding fees are not included in price unless stated otherwise. Pricing based on no more than area and depth dimensions listed. Upon construction, if it is determined that concrete or asphalt area or depth is greater than the estimation, client agrees to pricing adjustment as a result of project overrun. Client specifically represents and warrants that either the Client is the owner of the premises where the work is to be performed, or, in the alternative, Client has authority from the owner of the premises authorizing the Work to be performed on the said premises.

GENERAL EXCLUSIONS: Contractor is not liable for any ADA compliance, if needed, Client should consult with an ADA compliance professional prior to specific project approval. Contractor not responsible for claims related to pavement markings or lack thereof during or following project work.

Contractor will not be responsible for its product failure if said failure is directly or indirectly caused by "Existing Surface Conditions," as defined below, and any written or implied warranty will become void. Existing Surface Conditions are defined as: water drainage issues or delamination or failure of existing paint, asphalt, surface sealer, wearing course or any other material that is in a failing or in an unstable state. If any portion of the project area has Existing Surface Conditions not caused or created by Contractor that impact Contractor's HA5 product or any other product Contractor applies to project area, the warranty is void. Client is responsible for having entry gates open on day of work. Any damage to gates, sensors or loop sensors above or below asphalt are responsibility of Client. Any hot-applied sealants will not be exactly level with pavement surface as material settles to fill voids. There may also be excess material on pavement surface. Regarding asphalt, concrete and excavation work: Contractor is not responsible for subgrade scarification, re-compaction or concrete damage due to removal of asphalt. Contractor is not responsible for existing condition of subgrade, drainage in areas of less than 1% grade, adjustments of utilities, manholes and valve covers. Contractor is not responsible for any damage to underground utilities and cost to repair the same.

PAYMENT TERMS: Payment is due upon completion of work (Completion by line item 'Progress Billing' and/or completion of project core). Payment is due upon Client receipt of invoice. Client understands and agrees that it will be billed for towing as incurred and will be due on receipt. If the Client has a discrepancy with the Contractor regarding the contracted work, a retention of 5% of invoice up to a maximum of \$750.00 may be retained by Client up to 45 days. Client agrees that it may be billed as each line item is completed and each item may become their own respective invoice and due upon receipt of the same. Contractor reserves the right to charge up to 50% of Proposal Total if client cancels project within 25 days of scheduled project commencement. Upon request, post-project walk-throughs may be scheduled to review concerns.

Client agrees that interest accrues on all past-due amounts at 24% per annum from invoice date, until paid in full; and may be billed collection fees of up to 40% and all fees incurred by collection efforts. Total Proposal price includes one mobilization unless stated otherwise. Additional mobilizations may be billed up to \$3,500 per additional mobilization. This agreement provides Client written Notice of Right to Lien. Pricing does not include bonding or prevailing wage/Davis Bacon Certification, unless stated otherwise. By signing this proposal (contract), Client agrees that Contractor may not be held liable for delays, conditions, or Acts of God beyond their control, which situations may delay or cause cancelation partially or entirely on any project. Delays include project demand and material supply.

INSURANCE: These insurance limits are listed by Contractor to inform Client of such. Any premiums above the following to be paid by Client. This disclosure overrules any other contract language wherein Contractor agrees to differing limits. Certificates available upon request.

GENERAL LIABILITY: \$1m (inc.), \$2m (agg.) **AUTO:** \$1m **UMBRELLA:** \$2m (inc.), \$2m (agg.) **PERSONAL INJ:** \$1m **WORKERS COMP:** \$1m

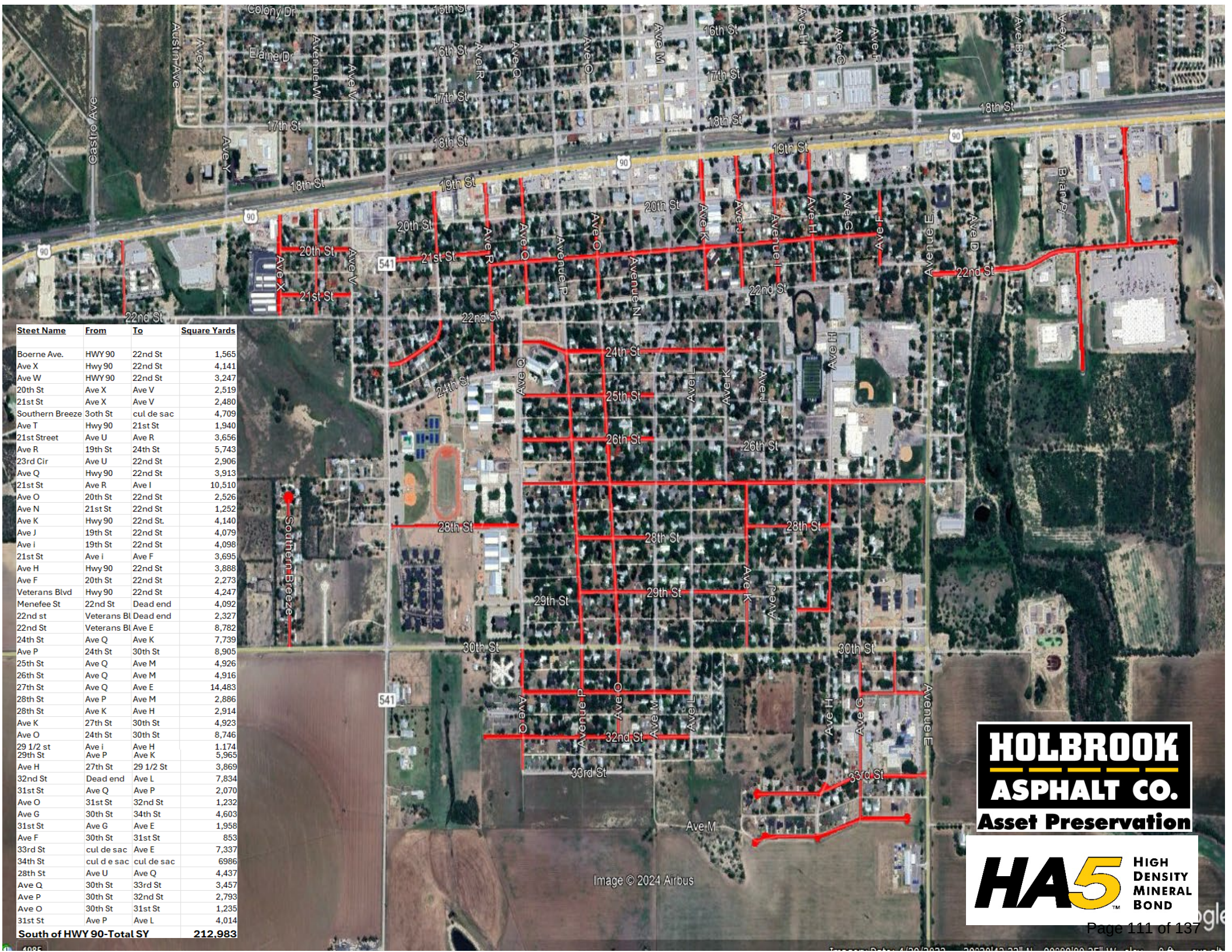
ADDITIONAL HA5 WARRANTY LIMITATIONS AND EXCLUSIONS: No claim will be honored unless Holbrook Asphalt has been notified in writing and is given the opportunity to inspect the claimed failure. Surface treatments applied previous to HA5 being installed are not covered under this warranty. (For example, if a previously applied preservation treatment is peeling or delaminating from the pavement surface—even if the surface was cleaned and prepped prior to HA5 being installed on top of it—this warranty does not cover HA5 in these circumstances.) Any attempt to repair the surface prior to Holbrook Asphalt's inspection will render this warranty invalid. Areas where HA5 was installed over pavements with motor oil, brake fluid, hydraulic fluid, or other substances that disturb the adhesion of HA5 and that lead to delamination are not covered under warranty. This warranty does not cover structural defects in the asphalt (e.g. base failure or damage caused by faulty construction and or design), cracks, exposure to fuel, oil, or other chemicals determined to be harmful to the HA5 treatment, areas exposed to frequent sprinkler water run-off, or standing and/or ponding water, damage caused by heavy truck or equipment traffic, damage caused by equipment inflicting excessive stress or scraping to the pavement surface, damage caused by landscaping installation, or damage caused by earthquakes or other acts of God. Mechanical disturbances by snowplow chatter, studded tires, etc. are excluded from warranty. This warranty is not valid for areas located in elevations above 6500 feet. A valid Warranty Certificate must be signed with a copy returned to Holbrook Asphalt within 60 days of the HA5 installation for the warranty to be valid and executable.

Pre-mature wear of HA5 during the five-year period is defined as anything less than 70% residual inter-aggregate coverage of HA5 to the asphalt binder of the treated surface. If premature failure of HA5 is deemed by Holbrook Asphalt or an approved third-party expert within the five year period, reinstallation will take place at no charge or at the reduced rate identified on the Warranty Certificate for the project. Contractor reserves the right appoint the third-party expert should there be a dispute regarding the premature failure between the Client and Contractor. Client and Contractor agree to be bound by and abide by the decision of the third party expert regarding whether a premature failure has occurred.

I have read and agree with these terms and conditions. I elect to proceed with the signed option below.

HAU949784 - HA5 High Density Mineral Bond (Sign to accept this proposal)

Name _____ Signature _____ Date _____ Contractor _____



Street Name	From	To	Square Yards
Boerne Ave.	HWY 90	22nd St	1,565
Ave X	HWY 90	22nd St	4,141
Ave W	HWY 90	22nd St	3,247
20th St	Ave X	Ave V	2,519
21st St	Ave X	Ave V	2,480
Southern Breeze	30th St	cul de sac	4,709
Ave T	Hwy 90	21st St	1,940
21st Street	Ave U	Ave R	3,656
Ave R	19th St	24th St	5,743
23rd Cir	Ave U	22nd St	2,906
Ave Q	Hwy 90	22nd St	3,913
21st St	Ave R	Ave I	10,510
Ave O	20th St	22nd St	2,526
Ave N	21st St	22nd St	1,252
Ave K	Hwy 90	22nd St	4,140
Ave J	19th St	22nd St	4,079
Ave I	19th St	22nd St	4,098
21st St	Ave I	Ave F	3,695
Ave H	Hwy 90	22nd St	3,888
Ave F	20th St	22nd St	2,273
Veterans Blvd	Hwy 90	22nd St	4,247
Menefee St	22nd St	Dead end	4,092
22nd st	Veterans Bl	Dead end	2,327
22nd St	Veterans Bl	Ave E	8,782
24th St	Ave Q	Ave K	7,739
Ave P	24th St	30th St	8,905
25th St	Ave Q	Ave M	4,926
26th St	Ave Q	Ave M	4,916
27th St	Ave Q	Ave E	14,483
28th St	Ave P	Ave M	2,886
28th St	Ave K	Ave H	2,914
Ave K	27th St	30th St	4,923
Ave O	24th St	30th St	8,746
29 1/2 st	Ave I	Ave H	1,174
29th St	Ave P	Ave K	5,965
Ave H	27th St	29 1/2 St	3,869
32nd St	Dead end	Ave L	7,834
31st St	Ave Q	Ave P	2,070
Ave O	31st St	32nd St	1,232
Ave G	30th St	34th St	4,603
31st St	Ave G	Ave E	1,958
Ave F	30th St	31st St	853
33rd St	cul de sac	Ave E	7,337
34th St	cul de sac	cul de sac	6986
28th St	Ave U	Ave Q	4,437
Ave Q	30th St	33rd St	3,457
Ave P	30th St	32nd St	2,793
Ave O	30th St	31st St	1,235
31st St	Ave P	Ave L	4,014
South of HWY 90-Total SY			212,983

Image © 2024 Airbus

HOLBROOK
ASPHALT CO.
Asset Preservation

HA5 HIGH
DENSITY
MINERAL
BOND

HA5 HOLBROOK MAP 1 - NORTH OF TRAIN TRACKS HWY 90 / 19th St - HONDO TX

Street Name	From	To	Square Yards	Notes
Ave Y	Spatz	Hwy 90	15,004	Also, Hwy 90 is referred to 19th St sometimes
14th St	Ave Y	Ave M	15,672	Added to City Map - for street dept....Needs crack seal from Ave Y down to the interscrion before Ave U
Ave U	14th St	15th St	1,351	Added to city Map - New pavement in this small section running north and south
Colony Dr	Ave Y	Ave W	3,335	City map - color green limit is wrong (their maps stops at Ave V) - STOP at Ave w
Elaine Dr	Ave Y	Ave W	3,289	City map - color green limit is wrong (their maps stops at Ave V) - STOP at Ave w
Westwood Dr	Ave Y	Ave W	3,214	City map - color green limit is wrong (their maps stops at Ave V) - STOP at Ave w
15th St	Ave K	Ave D	7,824	
16th St	Ave K	E 16th St	13,961	
15th St	Ave D	Dead end	5,623	ends just past E 16th St
E 16th St	Ave A	15th St	1,152	Wraps around
Ave A	15th St	18th St	3,234	
Ave B	15th St	18th St	2,909	
Ave A	15th St	Dead end	1,848	ends at cul de sac
Ave B	15th St	Dead end	1,703	ends at cul de sac
North of HWY 90-Total SY			80,119	

HA5 HOLBROOK MAP 2 - SOUTH OF TRAIN TRACKS HWY 90 / 19th St - HONDO TX

Street Name	From	To	Square Yards	Notes
Boerne Ave.	HWY 90	22nd St	1,565	Added to City Map - This section will be chip Sealed first part of May to be a candidate (Political St)
Ave X	Hwy 90	22nd St	4,141	
Ave W	HWY 90	22nd St	3,247	
20th St	Ave X	Ave V	2,519	
21st St	Ave X	Ave V	2,480	
Southern Breeze	30th St	cul de sac	4,709	dead end is cul de sac
Ave T	Hwy 90	21st St	1,940	
21st Street	Ave U	Ave R	3,656	
Ave R	19th St	24th St	5,743	
23rd Cir	Ave U	22nd St	2,906	
Ave Q	Hwy 90	22nd St	3,913	
21st St	Ave R	Ave I	10,510	
Ave O	20th St	22nd St	2,526	
Ave N	21st St	22nd St	1,252	
Ave K	Hwy 90	22nd St.	4,140	
Ave J	19th St	22nd St	4,079	
Ave i	19th St	22nd St	4,098	
21st St	Ave i	Ave F	3,695	
Ave H	Hwy 90	22nd St	3,888	
Ave F	20th St	22nd St	2,273	
Veterans Blvd	Hwy 90	22nd St	4,247	Added to city map - by Walmart (needs Thermo plastic striping on Veterans Blvd and 22nd St)
Menefee St	22nd St	Dead end	4,092	Added to city map - Tractor Supply and commerical/Retail to the West of Menefee St
22nd st	Veterans Blv	Dead end	2,327	Added to city map - going east from Veterans Blvd intersection
22nd St	Veterans Blv	Ave E	8,782	Added to city map - going to the west from veterans blvd intersection
24th St	Ave Q	Ave K	7,739	
Ave P	24th St	30th St	8,905	
25th St	Ave Q	Ave M	4,926	
26th St	Ave Q	Ave M	4,916	
27th St	Ave Q	Ave E	14,483	Added to city map - this area was chip sealed
28th St	Ave P	Ave M	2,886	
28th St	Ave K	Ave H	2,914	
Ave K	27th St	30th St	4,923	
Ave O	24th St	30th St	8,746	
29 1/2 st	Ave i	Ave H	1,174	
29th St	Ave P	Ave K	5,965	
Ave H	27th St	29 1/2 St	3,869	
32nd St	Dead end	Ave L	7,834	Dead end is by an appt complex named Hondo Gardens Apartments
31st St	Ave Q	Ave P	2,070	
Ave O	31st St	32nd St	1,232	
Ave G	30th St	34th St	4,603	
31st St	Ave G	Ave E	1,958	Added to city map
Ave F	30th St	31st St	853	Added to city map
33rd St	cul de sac	Ave E	7,337	Ave E is also called FM 462
34th St	cul d e sac	cul de sac	6986	Added to city map
28th St	Ave U	Ave Q	4,437	
Ave Q	30th St	33rd St	3,457	
Ave P	30th St	32nd St	2,793	
Ave O	30th St	31st St	1,235	
31st St	Ave P	Ave L	4,014	
South of HWY 90-Total SY			212,983	
COMBINED SY - NO. AND SO.			293,102	

Note: Next Year look at Ave U from Hwy 90 to 30th St and then to city/county line (needs rehad work) **Political St

City of Hondo

STREET MAINTENANCE PROGRAM

Information Updates, & FAQ

UPDATED: MAY 7, 2024



FREQUENTLY ASKED QUESTIONS

HA5 ROADWORK & PAVEMENT PRESERVATION

What is pavement preservation work and why is it occurring in the City of Hondo now?

Pavement preservation treatment, contracted through Holbrook Asphalt, will significantly extend the life of asphalt streets. The benefits of properly maintained streets include higher property values, a smoother/safer ride, and reduced costs to the community by prolonging the need for replacement.

Pavement preservation roadwork will occur on various streets in the City of Hondo beginning June 17th and continuing through August 9th, generally 7 a.m. – 7 p.m., weather permitting. A High Density mineral bond, with the brand name HA5, roadwork is occurring in areas north and south of Highway 90. Please do not park within 50 feet of any street where the roadwork is occurring. A tow truck will be called for any cars parked on the streets scheduled to be treated that day. Towing expenses will be the owner's responsibility.

How were streets selected?

The most cost effective method to manage a network of roads is to avoid the major costs associated with major repairs or reconstruction. Therefore, keeping good roads good by prolonging their life is the most cost-effective and least burdensome to taxpayers. HA5 is focused on keeping the good roads good by reducing the rate of deterioration.

There are several different types of pavement preservation techniques utilized on streets depending on their age and condition. HA5 is best used on streets typically between the ages of 2-8 years of age with minimal cracking and no failures. The colored streets on the area map show the sections that best met the parameters for best use of the HA5 treatment to extend the life of the streets being worked on.

What if a resident has limited mobility and needs to access their house or vehicle located on another street during the closure?

Persons with limited mobility can call project contacts at the Holbrook Asphalt office for coordination at 214-416-7999 so that accommodations can be made and/or scheduled.

How will residents on affected streets receive deliveries, such as Amazon and UPS, during the roadwork?

If at all possible, please DO NOT have Amazon, FedEx, UPS packages scheduled to be delivered on your street closure day(s). HA5 representatives have provided Amazon officials with Hondo roadwork schedules and are providing residents where roadwork is occurring with 48-hour notification to have them be attentive to their package delivery dates, as it corresponds to their specific street closure to help limit potential delivery problems. Delivery drivers who come upon a delivery address where a street is closed for the HA5 roadwork have been asked to walk packages to residents' homes. The United States Postal Service also has been made aware of the street closures.

Who is the contractor's project contact for Hondo's pavement preservation?

Beau Riley. He can be reached at 808-271-0303.



**City of Hondo
Strategy for Pavement Preservation
Total Project Size: 293,102 SqYds
for High Density Mineral Bond Project**

Summary:

High Density Mineral Bond (HA5) has a High ROI and eases financial burdens on taxpayers by extending the useful life of roads. Beyond the preservation benefits that HA5 provides, residents experience less community intrusion as road closures are needed much less frequently.

Performance History of Surface Treatments

The biggest items to focus on for preservation treatments are:

- » What will provide the maximum extension of pavement life per every dollar spent?
- » Validating a product's performance goes beyond pictures of black roads. Initially, all tools for pavement preservation turn a road black, but HA5 has proven to slow the age hardening of asphalt pavement that leads to cracking and deterioration.



www.holbrookasphalt.com | 214-935-2042

STREET MAINTENANCE PROGRAM

www.hondo-tx.org/190/Street-Paving-Division

HA5TM High Density Mineral Bond

A breakthrough that is changing the aging characteristics of asphalt, and confirmed by university testing, is igniting enthusiasm for a profound reduction in pavement life-cycle costs.

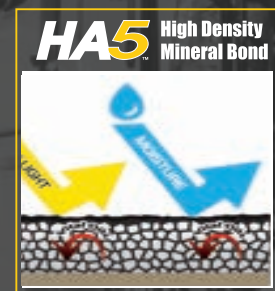
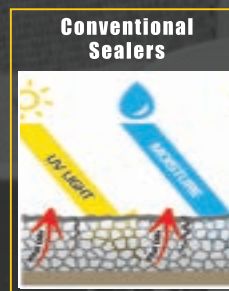
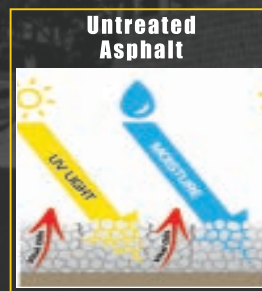
**RESEARCH PROVES
HA5 DELAYS AGE
HARDENING**

67%

DELAY IN ASPHALT AGING



HOW HA5 IMPACTS ASPHALT AGING



"Using conventional as well as leading-edge testing methods to identify the age hardening of the asphalt binders, researchers have identified a 67% delay in the age hardening of the asphalt binder with HA5 installed as a pavement preservation strategy. This ability to reduce flexibility loss supports an in-field case study where after just a four-year period a side-by-side comparison identified cracking to be reduced by nearly 9 times with HA5 installed."

"Transportation Research 2020" Dr. Shakir Shatnawi, Ph.D., P.E. Former State Pavement Engineer and Division Chief at Caltrans with 30 years of experience in pavement design, management, and preservation.

For more information visit:

www.holbrookasphalt.com/HA5

HA5 Treatment Report

Below are core samples taken from roadways comparing municipality specified, time-tested pavement preservation treatments. Look closely at each core. The HA5 core aesthetically looks to be the most desirable with the darkest surface. However, what the engineering community has identified is the darker color beneath the surface. This uncovers HA5's ability to retain the critical oils and resins that keep asphalt pavements flexible. ***More flexibility results in pavements lasting longer with less cracking and other manifestations of deterioration***

Core Sample Comparison



Slurry

Date Pavement Installed:
1999

Preservation:
Type II Slurry



Chip Seal

Date Pavement Installed:
1999

Preservation:
Chip Seal



HA5

Date Pavement Installed:
1995

Preservation:
HA5 (High Density Mineral Bond)

A report from the engineering firm Rosenberg & Associates, assessing a side-by-side of HA5 to a premium seal coat installation, found **9x less cracking** in the HA5 treated section compared to the premium seal coat treated section after a **4-year period**.

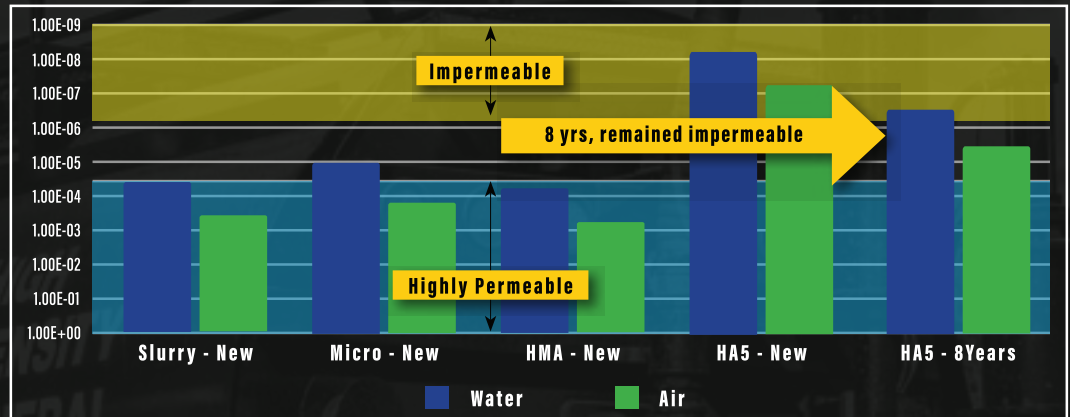
KEYS TO PAVEMENT PRESERVATION:

The Right Treatment, on the Right Road, at the Right Time.

For more information visit:

www.holbrookasphalt.com/HA5

AIR & WATER PERMEABILITY COMPARISON



Research on binder elasticity and pavement permeability proves that asphalt treated with HA5 significantly increases the useful life of asphalt pavement and therefore dramatically lowers the cost of transportation infrastructure.

ROI

Primary Treatment Strategy	Avg PCI	(Subdivision Public Acceptance Rating) PAR	\$/Centerline Mile*	Cost of Ownership Savings
1. Do Nothing	70	4	\$5,642,846.54	0%
2. Partial Recon/ Surface removal	73	4	\$3,612,576.63	36%
3. Mill & Overlay	76	6	\$3,099,706.96	45%
4. Thin Overlay	75	6	\$2,961,391.49	48%
5. Seal Coat/Mastic Sealer	79	7	\$2,639,047.53	53%
6. FOG/Rejuvenator	81	7	\$2,590,647.40	54%
7. Type II Slurry	86	4	\$1,281,249.01	77%
8. Micro Surface	80	5	\$1,247,331.18	78%
9. Chip Seal	80	2	\$1,115,431.75	80%
10. High Density Mineral Bond (HA5)	88	9	\$954,838.49	83%

- Highest Return on Investment (ROI)
- Highest Pavement Condition Index (PCI)
- Highest Public Acceptance Rating (PAR)

Every agency's design specifications and goals are different but HA5 has proven its effectiveness at extending design life no matter what your goals look like.



Data analysis provided by Scot Gordon, PE, IAM, President, Roadway Asset Services, LLC. Scot has a Bachelor's and Master's degree in civil engineering from Texas A&M University with 30 years experience involving design of major highway infrastructure, evaluation and research of pavements, soil stabilization, and pavement management plan development.



HIGH DENSITY MINERAL BOND

Proactive DOTs, Municipalities, and HOAs across the country have uncovered a strategy that saves them money while effectively preserving their pavement assets using HA5 High Density Mineral Bond

- » Lower & more predictable costs
- » Extends pavement life
- » Unmatched Durability
- » No loose or grainy residue
- » Fewer premature failures
- » High Homeowner acceptance

Garland, TX



Sachse, TX



Claremore, OK



Alabama DOT



St. George, UT



Queen Creek, AZ



Matthews, NC



Rocklin, CA



Nashville, TN



For more information visit:
www.holbrookasphalt.com/HA5



STREET MAINTENANCE PROGRAM

www.hondo-tx.org/190/Street-Division



+ **HA5**

Lower Costs
Extend Pavement Life
Increase Public Approval
No Loose or Grainy Residue
Proven Durability
Published Specifications

THE TESTED, PROVEN, AND RELIABLE CHOICE FOR PRESERVING MUNICIPALITY ROADWAYS

Over 400 Million Sq Ft Installed • 20-Year Performance Evaluations • The Choice of Over 300 Public Agencies

WHAT IS THE TREATMENT CATEGORY?

High Density Mineral Bond (Brand name: HA5 is the only product meeting the specification)

WHAT IT'S NOT...

Fog seal, chip seal, polymer/mastic seal coat, slurry, microsurface, or overlay.

WHAT ARE THE DETAILS?

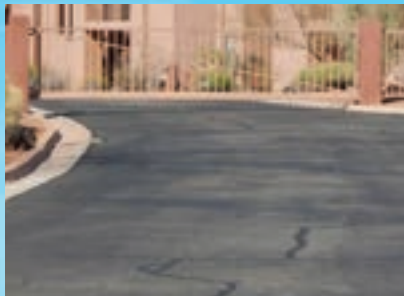
To put it simply, HA5 (categorized as a High Density Mineral Bond) provides an armor-like shell with exceptional durability that extends the life of asphalt binder by resisting oxidative deterioration.

HA5 combines uniquely emulsified asphalt with a near-neutral charge that is able to hold exceptionally high concentrations of fine aggregates and other components that resist deterioration. HA5 also contains a protective barrier from ultraviolet rays which accelerate pavement deterioration.

A RECENT EVALUATION FOUND

When comparing 8 treatment options noted the following benefits of HA5:

- Least expensive annualized cost.
- A high level of community satisfaction with appearance.
- Effectively seals existing pavement surface from moisture and air intrusion.
- Long life expectancy compared to most other surface treatments.
- No loose aggregate on pavement surface after installation.
- Black surface appearance lasts for many years.



FOG SEAL
(Approx. **9 months** after
Fog Seal was installed)



TYPE II SLURRY
(Approx. **6 months** after
Type II Slurry was installed)



HA5 HIGH DENSITY MINERAL BOND
(Approx. **3 years** after
HA5 was installed)

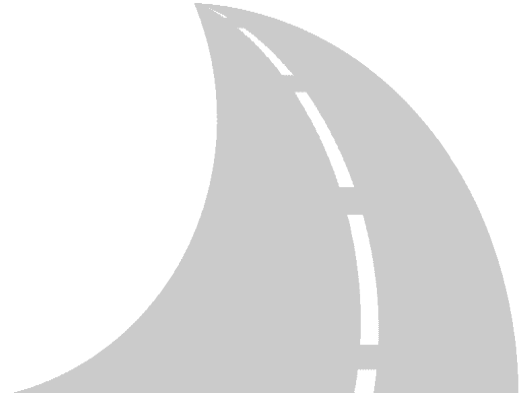


STREETS UPDATE

Why was my street closed?

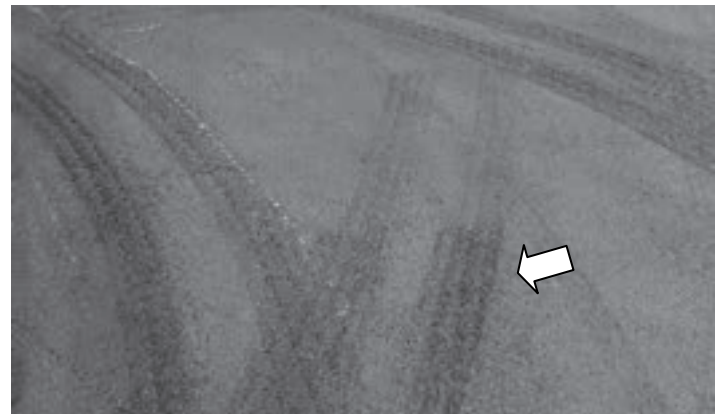
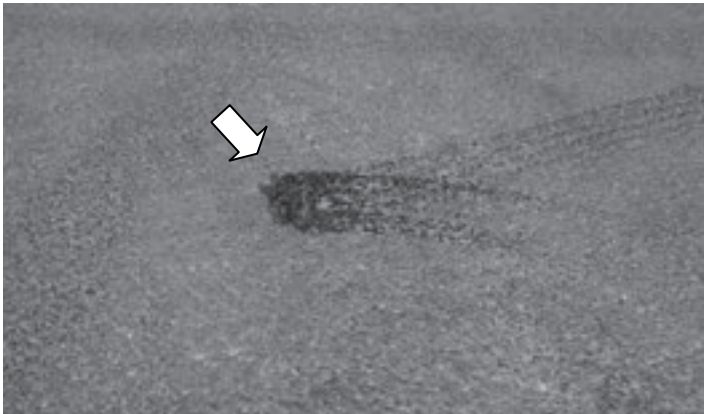
Your street had HA5™ High Density Mineral Bond installed which is a pavement preservation treatment that significantly extends the life and quality of streets. The amount of cracking and pot holes over time will be reduced. Streets in good condition also support higher property values.

Note: HA5 meets the rigid specifications of a High Density Mineral Bond established by the American Public Works Association.



What to expect following installation:

While HA5™ significantly extends the life and improves the condition of the pavement surface, there are some unique qualities you should be aware of. Most significant is the scuffing and marking that takes place for the first several weeks following the installation and again with higher temperatures during the first several months. THIS IS NORMAL AND WILL GO AWAY.



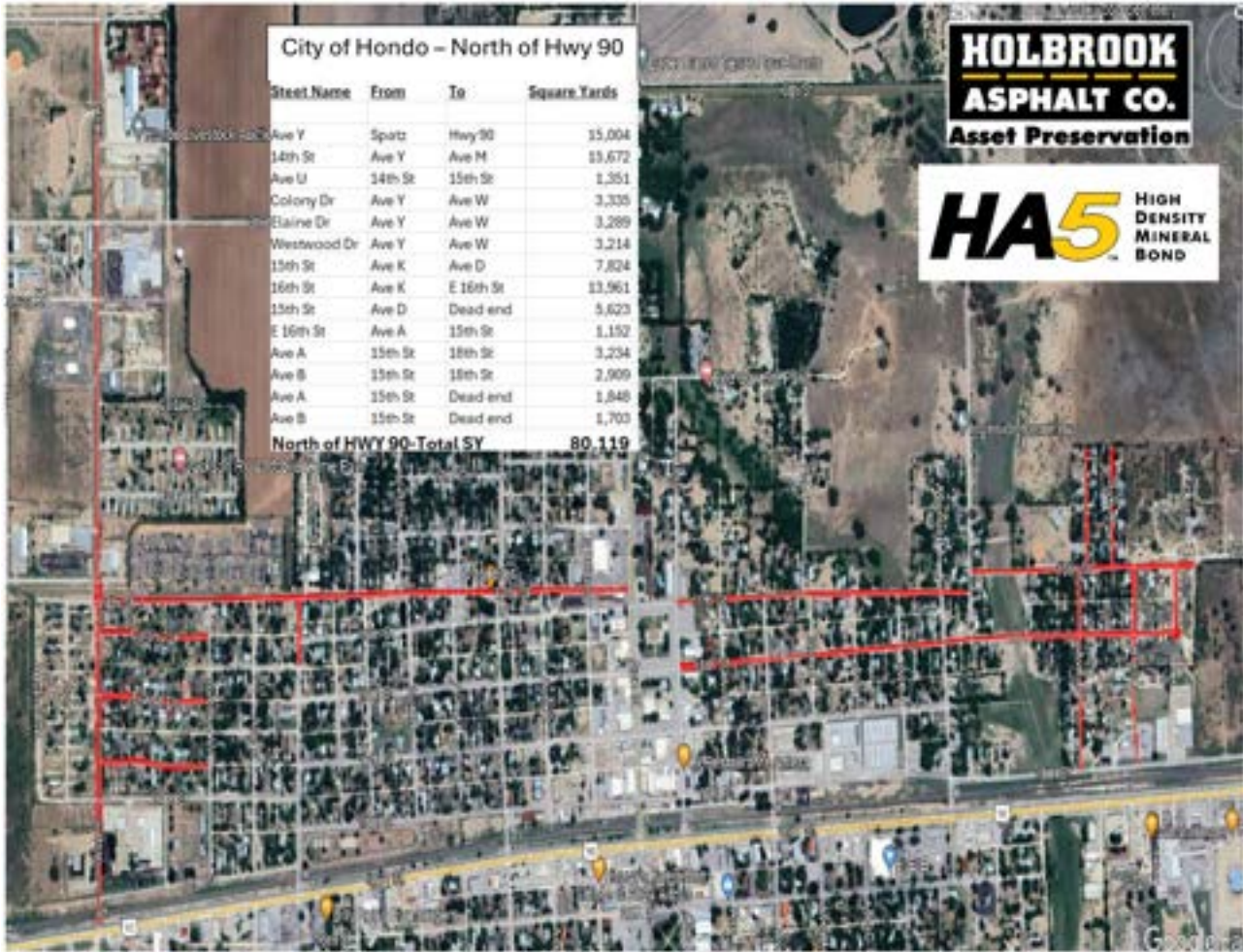
Slow moving and tight turning traffic will slightly scuff the HA5™, leaving marks and tracks on the pavement. Again, THESE MARKS ARE TEMPORARY AND EXPECTED. Over time, the markings on the pavement will heal themselves with regular traffic. Traffic is actually an essential part of the curing process.

What to expect following installation (long-term):

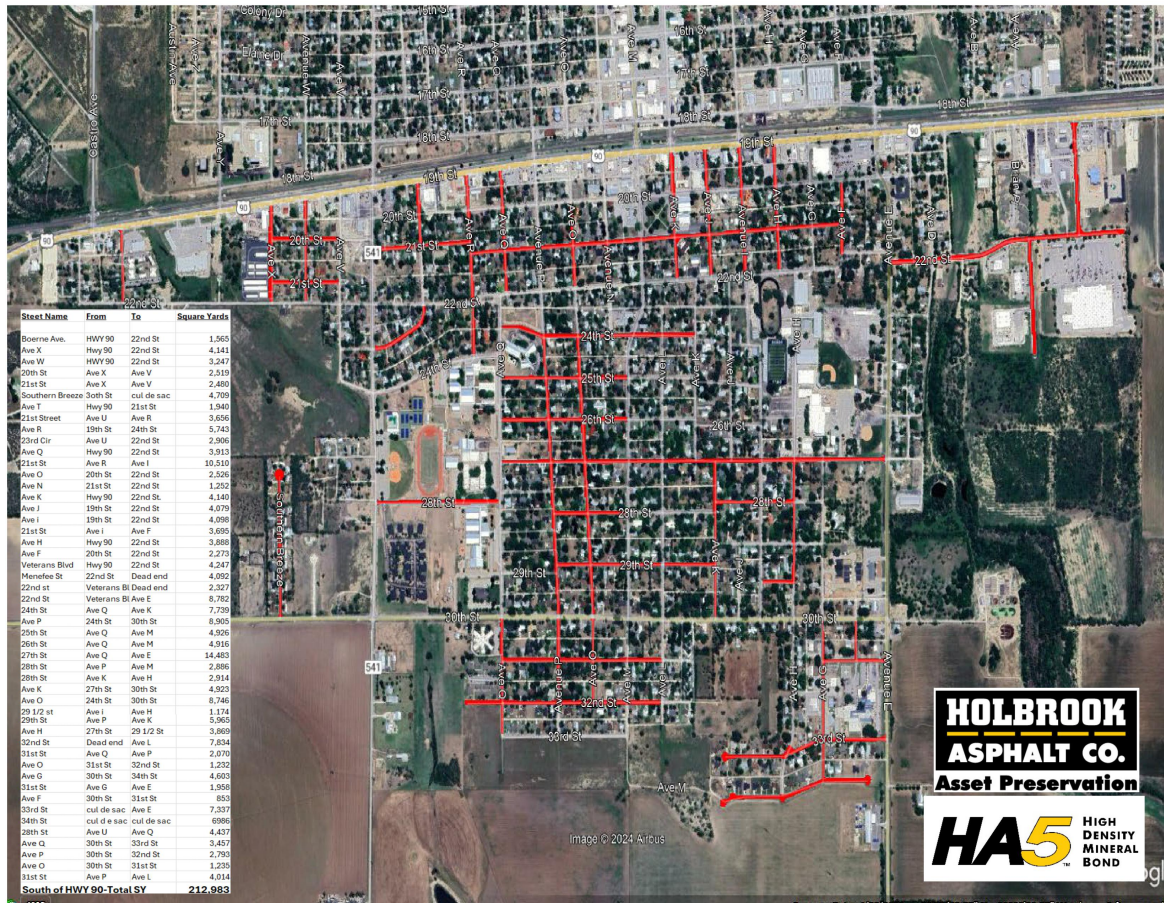
The key to effectively preserving pavement is taking action early in the pavement's life. When HA5 is applied early in a pavement's life, you can anticipate that your street will experience less cracking, pot holes, and other manifestations of aging pavement. Your street will also have a blacker appearance as it ages which is generally considered more aesthetically pleasing and is attributed to higher property values in a community.



NORTH OF HIGHWAY 90



SOUTH OF HIGHWAY 90



For continued updates and information:

Project Website: <https://ha5roads.com/city-of-hondo-pavement-preservation/>

Project Website: <https://ha5roads.com/preservacion-del-pavimento-de-la-ciudad-de-hutto/>



English



Spanish

City of Hondo – North of Hwy 90

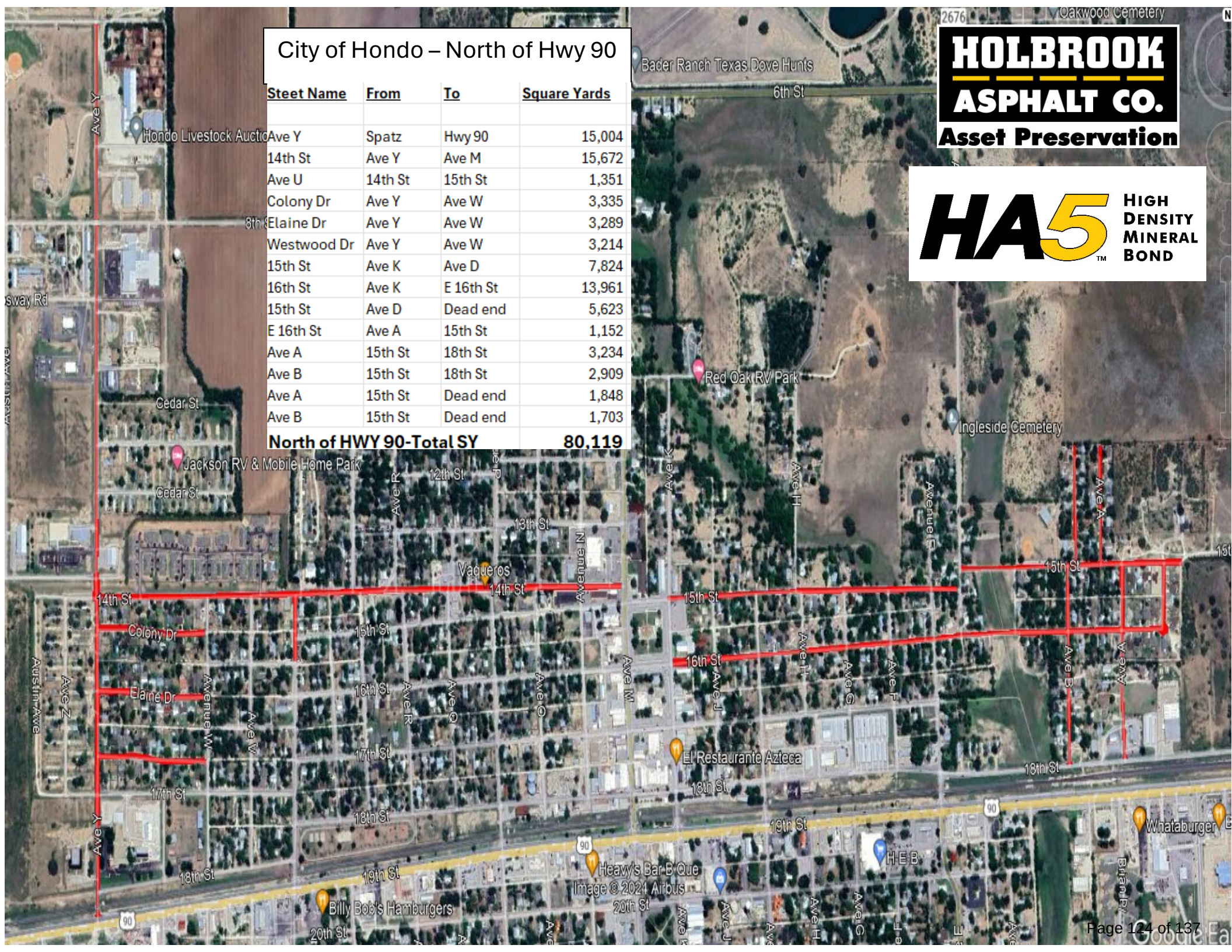
Steet Name	From	To	Square Yards
Ave Y	Spatz	Hwy 90	15,004
14th St	Ave Y	Ave M	15,672
Ave U	14th St	15th St	1,351
Colony Dr	Ave Y	Ave W	3,335
Elaine Dr	Ave Y	Ave W	3,289
Westwood Dr	Ave Y	Ave W	3,214
15th St	Ave K	Ave D	7,824
16th St	Ave K	E 16th St	13,961
15th St	Ave D	Dead end	5,623
E 16th St	Ave A	15th St	1,152
Ave A	15th St	18th St	3,234
Ave B	15th St	18th St	2,909
Ave A	15th St	Dead end	1,848
Ave B	15th St	Dead end	1,703

North of HWY 90-Total SY 80,119

2676 Oakwood Cemetery

HOLBROOK
ASPHALT CO.
Asset Preservation

HA5 TM **HIGH DENSITY MINERAL BOND**





THIS IS GOD'S COUNTRY

City Council Communication

Title: DISCUSS AND CONSIDER AUTHORIZING CITY MANAGER TO EXECUTE INTERLOCAL COOPERATIVE PURCHASING AGREEMENT ("ILA") WITH CITY OF HURST, TEXAS TO PROVIDE COOPERATIVE PURCHASING SERVICES BETWEEN THE CITY OF HONDO AND CITY OF HURST; AND,

Date: May 13, 2024

From: John Naron, City Manager

INFORMATION:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

None

STAFF CONTACTS:



City Council Communication

Title: SEEK DIRECTION FROM COUNCIL ON USING ILA WITH CITY OF HURST TO CONTRACT FOR HIGH DENSITY MINERAL BOND TREATMENT ("HA5")

Date: May 13, 2024

From: John Naron, City Manager

INFORMATION:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

None

STAFF CONTACTS:



City Council Communication

Title: FINANCIAL ANALYSIS OF SOUTH TEXAS REGIONAL TRAINING CENTER. (JOHN NARON)

Date: May 13, 2024

From: John Naron, City Manager

INFORMATION:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

1. South Texas Regional Training Center Cost

STAFF CONTACTS:

South Texas Regional Training Center

The South Texas Regional Training Center functions as a multifaceted facility, primarily supporting South West Texas Junior College, Work Force Solutions Alamo, and various short-term rentals. This cost analysis report is designed to provide the council with a detailed overview of the financial operations of the center, excluding any internal transfers. The goal is to offer clear insights into the center's financial health and operational efficiency.

STRTC	2021-2022	2022-2023	2023-2024	2024-2025	2024-2025
	Actual	Actual	Budget	Projected	Projected
SWTJC RENT	41,092	49,406	49,405	49,405	49,405
ALAMO WRKFRCE OFFICE LEASE	23,747	23,747	23,747	23,747	23,747
SWTJC / ALAMO UTILITY PMT	9,823	8,423	10,068	8,423	8,423
SWTJC / ALAMO ADMIN SUPPORT	20,700	20,280	20,280	20,280	20,280
MISCELLANEOUS RENTALS	0	29,690	24,650	30,000	30,000
TRANSFER IN EDC	0	12,500	65,000	0	0
TRANSFER IN GENERAL	2,742		20,000	0	0
TOTAL REVENUES	105,104	144,045	213,150	131,855	131,855
TOTAL PERSONNEL	48,214	69,063	133,893	120,718	82,723
TOTAL SUPPLIES	3,795	3,884	7,700	7,211	7,211
TOTAL OTHER SERVICES	42,982	38,169	65,285	48,474	35,405
TOTAL EXPENSES	94,991	111,116	206,878	176,403	125,340
	10,113	32,928	6,272	(44,548)	6,515
				2 EMPLOYEE	1 EMPLOYEE

Revenue

The training center consistently generates revenue, primarily through two stable lease agreements that constitute the bulk of our income. Additionally, revenue from various short-term rentals has remained steady and shows potential for growth. This optimism is supported by the availability of a large training room, which is expected to become increasingly appealing given anticipated regional growth. Our staff is actively seeking additional renters, taking advantage of available office space to enhance revenue streams.

Transfers in

The Economic Development Board has approved a fund transfer to support the hiring of an additional employee for the 2023-2024 fiscal year. Additionally, the General Fund provides transfers as needed to ensure the financial stability of the training center. However, it is our goal to minimize these transfers. We aim for the center to become financially self-sufficient, potentially generating a surplus that could be reinvested into future expansion projects.

Employees

For the upcoming fiscal year, we have prepared two budget projections for the training center. The first projection, based on the current budget with two employees, indicates that the center would face a deficit of **\$44,548.00**. To address this, a second projection was developed with adjustments to expenses and a reduction to one employee. This revised budget shows the center operating with a projected surplus of **\$6,515.00**, enhancing financial sustainability.

Operations

Operations Update

After a thorough analysis of current operational needs, I have reassigned the additional employee initially placed at the training center to a vacancy in public works. This decision stems from a series of discussions with Dr. Underwood of the Junior College, which clarified several misunderstandings regarding the city's role in providing administrative services to the college. Here are the key outcomes of our discussions:

1. **Student Interaction:** The Junior College has confirmed that it does not expect any city employee to perform roles akin to admissions counselors or student aid advisors. Currently, our employee assists approximately 5 to 10 students monthly in sessions labeled "onboarding." Both Dr. Underwood and I are concerned about potential updates to student aid or admissions policies that our staff might miss. We agree that such services should be managed directly by Junior College personnel.
2. **Marketing Responsibilities:** The Junior College handles its marketing and does not require the city to contribute to these efforts. Although we maintain a significant marketing budget, our efforts should focus on ensuring that local businesses and organizations are aware of the available rental spaces at the center. This task can be managed by our Public Relations Director in collaboration with the Chamber of Commerce and the Economic Development Corporation (EDC), who regularly engage with our target rental market.
3. **Staffing Adjustments:** The Junior College will augment its staffing by hiring a part-time employee and arranging for traveling faculty to be present at the training center a few days a week. This will ensure that students can schedule appointments and receive the necessary assistance.
4. **Reception Needs:** There is a need for a receptionist at the training center for approximately 4 hours daily. When the receptionist is not available, we will provide a sign with a contact number for visitors needing assistance. Dr. Underwood and I also spoke of providing a QR code with a link to the Jr. College website. The website is extensive and a student can receive information on how to enroll, and be advised on what classes are available.

These adjustments are intended to optimize the effectiveness of our collaboration with the Junior College and improve operational efficiency.

Future Prospects for the South Texas Regional Training Center

The future of the STRTC is promising, especially with the anticipated industrial growth in Hondo. This growth offers numerous opportunities for expansion tailored to the evolving skills required for our community's youth to thrive locally in their careers. For instance, a potential partnership with Boise Cascade could facilitate specialized training programs like safety and forklift operation courses. Similarly, collaborating with James Avery could help provide targeted certifications and training programs essential for employee advancement. The possibilities for enhancing our workforce development are vast; we just need to proactively collaborate and leverage the opportunities that currently exist and those that the future may bring.



City Council Communication

Title: DISCUSS AND CONSIDER RESOLUTION NO. 427-24, A RESOLUTION OF THE CITY COUNCIL OF HONDO, TEXAS SUPPORTING THE APPLICATION OF HONDO RAILWAY FOR THE FY 2023/24 CONSOLIDATED RAIL INFRASTRUCTURE AND SAFETY IMPROVEMENTS (CRISI) GRANT FOR THE HONDO RAILWAY SHORT LINE EXPANSION PROJECT. (JOHN NARON)

Date: May 13, 2024

From:

INFORMATION:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

1. RESOLUTION NO.27-24

STAFF CONTACTS:

RESOLUTION NO. 427-24

A Resolution of the City Council of Hondo, Texas, Supporting the Application of Hondo Railway for the FY 2023/24 Consolidated Rail Infrastructure and Safety Improvements (CRISI) Grant for the Hondo Railway Short Line Expansion Project.

WHEREAS, Hondo Railway has submitted an application for the FY 2023/24 Consolidated Rail Infrastructure and Safety Improvements (CRISI) Grant to fund the Hondo Railway Short Line Expansion Project; and

WHEREAS, the Hondo Railway Short Line Expansion Project aims to construct essential rail access to new industrial sites, thereby supporting significant industrial development and growth opportunities throughout Texas; and

WHEREAS, the proposed project will facilitate the expansion of rail-to-truck transload capacity, the installation of additional track switches, the construction of a high-capacity loop track, the replacement of outdated tracks, and the construction of security fencing; and

WHEREAS, these improvements are critical for accommodating the strong demand for dedicated "unit" trains and for ensuring the safety and security of rail operations; and

WHEREAS, the expansion project is expected to attract new businesses, expand family-wage jobs, and support the region's continued population and job growth, particularly as urban areas like San Antonio and Austin reach capacity for industrial expansion; and

WHEREAS, the successful funding and completion of this project are vital for Hondo Railway to meet the increasing demands for rail-served industrial sites and to continue supporting industries that rely on rail services for the distribution of essential goods across the state and beyond;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Hondo, Texas, that;

1. The City Council hereby expresses its strong support for the Hondo Railway's application for the CRISI grant to fund the Hondo Railway Short Line Expansion Project.
2. The City Council urges the Federal Railroad Administration to give favorable consideration to Hondo Railway's grant application, recognizing the substantial benefits the project would bring to the state of Texas and its industries.
3. This resolution shall take effect immediately upon its passage and approval.

Passed and approved this 13th day of May, 2024.

John McAnelly Jr., Mayor

Attest:

Rebekah Dolphus, City Secretary



City Council Communication

Title: EXECUTIVE SESSION

The City Council of the City of Hondo may convene in Executive Session in accordance with the Texas Open Meetings Act, Texas Government Code: Section 551.071(1) (A) and (2) (Consultations with Attorney) and Section 551.074 (Personnel Matters).

Date: May 13, 2024

From:

INFORMATION:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

None

STAFF CONTACTS:



City Council Communication

Title: 6 MONTH EVALUATION ON JOHN NARON, CITY MANAGER.

Date: May 13, 2024

From:

INFORMATION:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

1. City Manager Hondo Evaluation Form (1)

STAFF CONTACTS:



City Council Communication

Title: DISCUSS COMPENSATION FOR UCHE ECHEOZO, DEVELOPMENT SERVICES MANAGER.

Date: May 13, 2024

From:

INFORMATION:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

None

STAFF CONTACTS:



City Council Communication

Title: DISCUSS AND CONSIDER APPROPRIATE ACTION ON ITEMS RESULTING FROM EXECUTIVE SESSION.

Date: May 13, 2024

From:

INFORMATION:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

None

STAFF CONTACTS: